

SOURCE	Treas. Bd		
EFF.	21	12	82
TERM.	21	12	84
No. OF EMPLOYEES	656 606		
NOMBRE D'EMPLOYES	1,865		

under Article 7 of the Public Sector Compensation Restraint Act, the representatives of the Public Service Alliance of Canada and the Treasury Board agree that the following terms and conditions of the Hospital Services Group (Supervisory and Non-supervisory) (656 and 606) collective agreement shall be amended:

Article 21 - Hours of Work as amended and the Memorandum of Agreement as attached, which provide for the averaging of shift work hours and the extension of shifts up to 12 hours.

The expiry date of the collective agreement is December 21, 1984.

This material is to be inserted in your existing collective agreement.

06/54 (cd)

821 A 006 01

HOSPITAL SERVICES GROUP
(SUPERVISORY AND NON-SUPERVISORY)

MEMORANDUM OF AGREEMENT

Under Article 7 of the Public Sector Compensation Restraint Act, the representatives of the Public Service Alliance of Canada and the Treasury Board agree that the following terms and conditions of the Hospital Services Group (Supervisory and Non-Supervisory) collective agreement shall be amended as follows:


Article 21 - Hours of Work as amended and the Memorandum of Agreement as attached, which provide for the averaging of shift work hours and the extension of shifts up to 12 hours

SIGNED AT OTTAWA, this 24th day of the month of
October..... 1983.

THE TREASURY BOARD THE PUBLIC SERVICE ALLIANCE

OF

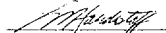
CANADA



D. G. Fowler

OF

CANADA


Daryl Bean


L. V. Hardstaff


Thomas Dinan


Neville Vincent


George Holub

ARTICLE 21

HOURS OF WORK

401
u
402

21.01 Hours of Work

When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees

02
u

(a) on a weekly basis, work thirty-seven and one-half (37½) hours and five (5) days per week,

and

(b) on a daily basis, work seven and one-half (7½) hours per day

** 21.02 When, because of the Operational requirements of the service, hours of work are scheduled for employees on a rotating shift or irregular basis, they shall be scheduled so that employees work an average of thirty-seven and one-half (37½) hours per week and either,

(i) seven and one-half (7½) hours per day and an average of five (5) days per week,

or

** (ii) upon the request of the majority of the employees affected and with the concurrence of the Employer, an average of seven and one-half (7½) hours per day provided no shift in excess of twelve (12) hours is involved.

** 21.03 Notwithstanding clause 21.02, the commencement and/or end of each shift may be varied by fifteen (15) minutes to provide for the continuity of care and/or an appropriate length of the meal period:

21.04 Every reasonable effort shall be made by the Employer

(i) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;

and

(ii) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift.

and

(iii) to avoid excessive fluctuation in hours of work,

and

(iv) to schedule hours of work so that the work schedule shall provide an employee with one (1) weekend (Saturday and Sunday) off duty for each three (3) week period.

21.05 Shift Scheduling

The Employer shall schedule hours of work for all employees. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule.

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

21.07 If an employee is given less than five (5) days' advance notice of a change in his shift schedule, he will receive a premium rate of time and one-half (1½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay.

21.08 The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Alliance if the change will affect a majority of the employees governed by the Schedule.

21.09 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.

21.10 Rest Periods

The Employer shall schedule two (2) rest periods of ten (10) minutes each during each full shift.

21.11 Days of Rest

Subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

103
4

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

General

** 21.12 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours (clause 21.02(i)) 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.

**

MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
FOR THE
HOSPITAL SERVICES GROUP (SUPERVISORY AND NON SUPERVISORY)

PRINCIPLE

The Employer and the Public Service Alliance of Canada agree that notwithstanding the provisions of the Hospital Services Group Collective Agreement, the following conditions shall apply to employees who work on a rotating shift or irregular basis and to whom the provisions of clause .02(ii) of Article 21 (Hours of Work) apply.

It is agreed that the implementation of any variation in hours shall not result under any circumstances in any additional expenditure or cost by reason of such variation.

GENERAL APPLICATION

1. Conversion to Hours

The provisions of the Collective Agreement which specify days shall be converted to hours based on a seven and one-half (7½) hour day as follows:

-five-twelfths (5/12) day	= 3.125 hours
-one (1) day	= 7.500 hours
-one and One-quarter (1¼) days	= 9.375 hours
-one and two-thirds (1 2/3) days	= 12.500 hours
-two and one-twelfth (2 1/12) days	= 15.625 hours

Notwithstanding the above, in clause 18.02 - Bereavement Leave with Pay and Article 35 - Grievance Procedure, a "day" will have the same meaning as the provisions of the Collective Agreement.

2. Implementation/Termination

Effective the date on which clause .02(ii) of Article 21 applies or ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

3. Leave - Usage

When leave is granted, it would be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would normally have been scheduled to work on that day.

SPECIFIC APPLICATION

For greater certainty, the following provisions shall be administered as provided herein:

1. Article 2 - Interpretation and Definitions

Clause 2.01 (d) - "daily rate of pay" - shall not apply.

2. Article 15 - Overtime

All work performed:

(a) in excess of the scheduled hours of work on a scheduled working day;

(b) on any of the employees' scheduled days of rest;

shall be compensated in accordance with the provisions of the Collective Agreement.

3. Article 16 - Vacation Leave

Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours or earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the rate specified in his certificate of appointment prior to the termination of his employment.

4. Article 17 - Designated Paid Holiday

(a) In determining the hours of work for an employee, if the employee does not work on the holiday, the holiday shall account for seven and one-half (7 1/2) hours.

(b) When an employee works on a holiday he shall be compensated, in addition to the seven and one-half (7 1/2) hours' holiday pay he would have been granted had he not worked, at the rate of time and one-half (1 1/2) for all scheduled hours worked and double (2) time for all hours worked in excess of the scheduled hours:

or

When an employee works on a holiday, which is not his scheduled day of work, continuous to a day of rest on which he also worked and received overtime in accordance with clause 22.04(b), he shall be

6/25

paid in addition to the seven and one-half (7½) hours' holiday pay he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

5. Article 24 - Travelling Time

Overtime compensation referred to in clause 24.01 shall only be applicable on a normal work day for hours in excess of the employee's scheduled daily hours of work.

6. Article 28 - Shift Premium

An employee on shift shall receive a shift premium of thirty cents (30¢) per hour for all hours worked between 4:00 p.m. and 12:00 midnight and forty cents (40¢) per hour for all hours worked between 12:00 midnight and 8:00 a.m.

