

Shift Scheduling within the TEAM Bargaining Unit

August 20, 2012, updated August 29, 2012

Q: Can we refuse shift work?

You cannot refuse to work shifts.

Article 19.01 The **Company shall have the right from time to time to establish the arrangement of hours of work** for all employees covered by this Agreement as is necessary for the efficient operation of the Company.

Article 19.02.2 A normal working week shall consist of **any assigned five (5) consecutive days commencing on any day of the week.**

Article 19.04 Assignment of tours of duty **may include Saturdays and Sundays.**

Q: No one on the team was asked if they wanted to work shifts, they were just told it was happening.

Article 18.01 The Union acknowledges **that it is the exclusive function and responsibility of the Company to manage its affairs, to direct its working forces...**

Article 18.04 In exercising its Corporate Rights in administering this Agreement, **the Company shall act reasonably, fairly, and in good faith.**

Article 19.01 The **Company shall have the right from time to time to establish the arrangement of hours of work** for all employees covered by this Agreement as is necessary for the efficient operation of the Company.

Q: If we are short staffed and someone works two shifts do they claim it as overtime or does it go against the weekly total?

It would be overtime and as such would not go against the 37.5 hour weekly total. You cannot be scheduled to work two shifts as there must be a minimum of 8 hours between scheduled tours.

Article 19.02.1 The **normal working day for employees shall consist of seven (7) hours and thirty (30) minutes consecutively.** Twenty (20) such working days shall constitute two (2) consecutive bi-weekly pay periods with a total of one hundred and fifty (150) hours of work.

Article 20.01 When an employee is scheduled to work shifts, there shall **be a minimum of eight (8) hours off between scheduled tours.**

Article 21.01 When an employee is authorized to work **beyond the normal work day, such additional hours shall be considered as overtime and will be compensated for at the applicable overtime rate.**

Q: Can we refuse to work beyond 7.5 hours?

It is MTS policy not to enforce overtime.

Q: Is there a daily maximum of hours worked?

Part III of the Canada Labour Code (Labour Standards) allows up to 16 hours a day, to a maximum of 48 hours in a week. In addition, under the Collective Agreement anything over 7.5 hours is overtime.

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Article 21.01 When an employee is authorized to work **beyond the normal work day, such additional hours shall be considered as overtime and will be compensated for at the applicable overtime rate.**

Q: Can you refuse to work weekend shifts e.g. Saturday or Sunday for religious reasons?

You can request an accommodation under the Canadian Human Rights Act. The duty to accommodate is a legal requirement, "short of undue hardship" for the Company under sections 2 and 15 of the Act.

See the Canadian Human Rights Commission Overview attached: Preventing Discrimination - Religion.

Q: Members of the team have been told that they can not take vacation during July, August and September.

Article 22.07.1 Vacations will be arranged in accordance with the requirements of service. **Due to the nature of the Company's business, there are times when it is impossible to grant vacation to some employees.** It follows, therefore, that in the scheduling referred to in the foregoing paragraphs, the Company reserves the right to deny any dates requested by employees concerned.

Q: If the project is delayed can management keep refusing vacation until a couple of months after the actual implementation date?

Yes they can.

Article 22.07.4 Annual vacations shall not be accumulated over a period of years and then taken consecutively. Each year's vacation must normally be taken before April 30th of that vacation year. **Where exceptional circumstances arise, the Company may defer vacation, or at its sole discretion, may approve the carry over of vacation to the following vacation year.** Vacations of one (1) week to three (3) weeks will normally commence on a Monday and will be taken in one unbroken period, unless under special arrangements with the Department.

Under Labour Standards vacation must be granted not later than 10 months after the completion of the year entitling the employee to vacation.

Q: There are some issues with the Sunday shift in which there is not enough time required for two shifts but one shift would run 10 hours?

This issue should now be resolved. There is enough time for two shifts; the start times would need to be staggered: 10:00 – 18:00 and 11:00 – 19:00.

Q: The time frame for shift work was originally two weeks but it now sounds like it may be three months. There is talk of going to two shifts permanently to support business hours (or making it on call depending on volumes). Is this scheduling really between the employees and management? Does TEAM need to be involved?

See earlier discussion.

TEAM is now involved and will advocate on behalf of employee groups to address concerns or present alternative solutions.

Q: Safety working at the 136 Market Avenue site is a big issue. What is done with other groups that work late shifts?

Nothing! The response you have received, leaving in groups etc. and occasionally having the security guard walk someone to their vehicle (if it's close) is the standard response.

TEAM has taken this concern to the Company along with concerns about additional parking costs and access to snacks etc. during late shifts, Sundays and when asked to work extra at short notice.

ARTICLE 19 - HOURS OF WORK

- 19.01** The Company shall have the right from time to time to establish the arrangement of hours of work for all employees covered by this Agreement as is necessary for the efficient operation of the Company.
- 19.02.1** The normal working day for employees shall consist of seven (7) hours and thirty (30) minutes consecutively. Twenty (20) such working days shall constitute two (2) consecutive bi-weekly pay periods with a total of one hundred and fifty (150) hours of work.
Note: The normal working day for immediate Managers of Craft employees shall consist of eight (8) hours per day and 7.846 paid hours per day.
- 19.02.2** A normal working week shall consist of any assigned five (5) consecutive days commencing on any day of the week.
- 19.03** A daytime tour shall not normally commence before 7:00 a.m. nor terminate later than 6:00 p.m.
- 19.04** Assignment of tours of duty may include Saturdays and Sundays.
- 19.05** When a shift change is implemented on less than twenty-four (24) hours notice, or a schedule change is implemented on less than five (5) working days notice, overtime rates shall apply.

ARTICLE 20 - SHIFT EMPLOYEES AND DIFFERENTIALS

- 20.01** When an employee is scheduled to work shifts, there shall be a minimum of eight (8) hours off between scheduled tours.
- 20.02** An evening and night differential of \$1.00 per hour will be paid to all employees covered by this Agreement for the time worked between the hours of 6:00 p.m. and 8:00 a.m.
This shall not apply to a day tour commencing after 7:00 a.m. or terminating prior to 6:00 p.m.
- 20.03** The differentials outlined in this Article are not applicable when an employee is being paid premium holiday pay, overtime rates, nor shall evening or night differentials be paid if an employee is being paid the Saturday or Sunday differential for such tour of duty.
- 20.04** **Christmas Eve/New Years Eve Differential**
A differential of straight time extra shall be paid for each hour worked between the hours of 6:00 p.m. and 12:00 midnight on Christmas Eve and/or New Year's Eve. Employees receiving the Christmas Eve or New Years Eve differential will not be eligible for differentials as provided under Sections 20.02 and 20.05.

20.05 Saturday and Sunday Differentials

20.05.1 An employee who is normally scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company works at least one (1) tour of duty on each of successive Saturdays, shall be paid a differential of one dollar (\$1.00) per hour for time worked on all tours commencing on Saturday, regardless of terminating time (including the all night tour commencing at 11:30 p.m. on Friday) on the second and subsequent Saturdays so worked.

20.05.2 A differential of one-half straight time extra shall be paid for each hour worked between midnight Saturday and midnight Sunday by an employee covered by this Agreement.

20.05.3 The Saturday and Sunday differentials shall not be included in wage payments for paid absence from duty.

20.05.4 The Saturday and Sunday differentials shall not be paid for any hours for which an employee is being paid premium holiday pay, Christmas Eve or New Year's Eve differentials or overtime rates.

20.05.5 Where an employee who is assigned to work on a Saturday or Sunday exchanges his/her Saturday or Sunday assignment with another employee who was not assigned to work on that Saturday or Sunday, such Saturday or Sunday work shall not be considered as having been performed "at the direction of the Company" by either employee.

20.06 For the duration of this Agreement, existing differentials being paid will not be modified or terminated.

ARTICLE 21 - OVERTIME

21.01 When an employee is authorized to work beyond the normal work day, such additional hours shall be considered as overtime and will be compensated for at the applicable overtime rate.

21.02 Effective February 19, 2011, employees working overtime shall be compensated at a rate of time and one-half for the first four (4) hours overtime in a week. Overtime beyond four (4) hours in a week shall be compensated at a rate of double time.

21.03.1 A call-out for immediate reporting to the workplace will be paid at the applicable overtime rate from the time the employee is called and shall continue after completion of the job for such period as reasonably necessary to travel home.

21.03.2 A minimum of two (2) hours shall be paid for call-out overtime.

Banked Overtime Provisions

21.04.1 An employee working overtime for which he/she is entitled to payment at the applicable overtime rate, shall elect to be paid for such overtime in accordance with the following:

- (a) Such overtime to be paid for at the applicable overtime rate; or
- (b) The option of receiving straight time overtime pay for each hour worked, plus the balance of hours as time off; or
- (c) The option of receiving time off equivalent to the applicable overtime rate when applicable.

21.04.2 If the employee elects to receive time off in lieu of overtime rates, he/she shall inform his/her Manager of this option prior to reporting such overtime.

21.04.3 The maximum amount of leave an employee may bank and maintain will be equivalent to the hours the employee would normally work in a four (4) week period, as defined in Article 19.

21.04.4 Banked Overtime leave will be taken as leave at a time mutually agreeable to the employee and his/her Manager. Such leave will be scheduled in one half (1/2) day units or full day units during slack periods. Leave will not be granted if it would directly result in more overtime. Where the demands of service necessitate, the Company shall have the right to defer a leave request. Any scheduled leave may be cancelled as a result of Company requirements.

21.04.5 On request, an employee may elect to have his/her Banked Overtime paid on his/her regular pay cheque. Such payment will only be made in increments of one half (1/2) day, one (1) day or 100% of all banked overtime credits.

21.04.6 An employee must receive payment in full for all outstanding Banked Overtime prior to the end of each vacation year, on the thirtieth (30th) day of April. No carry over will be allowed.

21.04.7 Payout shall be based on the employee's rate of pay at the time of payout.

21.04.8 The scheduling of annual vacations shall take precedence over Banked Overtime leave.

21.04.9 Banked Overtime provisions will not apply to a Company holiday which is included as part of an employee's regular schedule.

ARTICLE 22 - VACATIONS

- 22.01** The vacation year will be calculated as the period beginning on the first (1st) day of May and ending the thirtieth (30th) day of April of the following year. A vacation week will consist of seven (7) consecutive calendar days.
- 22.02** An employee absent from duty with or without pay for an accumulated period exceeding eight (8) weeks, excluding vacation, maternity/parental leave and on duty accidents, during the twelve (12) months previous to May 1st, will have his/her vacation period reduced proportionately for each week of absence in excess of the first eight (8) weeks. Less than one-half of the working days worked in a week will constitute a week of absence for vacation credits, [five (5) working days average week].
- 22.03** When a Company holiday is observed within an employee's annual vacation he/she shall be granted one (1) additional day vacation. The additional day must be taken as mutually arranged by the employee's Manager.
- 22.04.1** An employee living within a location having access by road and who receives Remoteness Allowance, shall be allowed two (2) additional days vacation credits in addition to his/her regular vacation credits. The credits will only be allowed if the two (2) days are taken with at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. Should the employee not leave the Remoteness Allowance area, or terminate employment, the additional days credit shall not apply.
- 22.04.2** An employee living within a location having no access by road and who receives Remoteness Allowance, shall be allowed one (1) week's vacation credit in addition to his/her regular vacation credits. The credits will only be allowed if the one additional week is taken with at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. However, should the employee not leave the Remoteness Allowance area, or terminate employment, the vacation days credit shall not apply.
- 22.04.3** The additional vacation days for Remoteness Allowance areas will be granted one time only in each vacation year.
- 22.05.1** An employee who resigns, is laid off or dismissed will be allowed vacation, or pay in lieu thereof, in accordance with the vacation credits he/she has earned but not received, including proportionate vacation for the current working year.
- 22.05.2** An employee who is retiring shall be allowed to take vacation that he/she has earned but has not received including a proportionate period for service in the current working year, prior to the effective retirement date. An employee who retires under the MTS Pension Plan (regular retirement) or who retires for health reasons (disability retirement under the said Plan) shall have the option of working until his/her actual retirement date and receive pay in lieu of such earned vacation.

- 22.06.1** An employee with less than one (1) year of Net Credited Service as of April 30th, will be allowed .288 of a day as vacation with pay during the first vacation year for each week of service as of April 30th. Two and one half (2½) or more days worked in a week will constitute a week of service for vacation credits. When computing such vacation credits, fractions of less than one-half will be dropped, fractions of one-half or more will be considered a full day.
- 22.06.2** An employee who has completed one (1) year of Net Credited Service as of April 30, will be allowed three (3) weeks of vacation with pay in the following year and each year thereafter.
- 22.06.3** An employee will in the vacation year in which his/her sixth (6) net credited anniversary date falls and in each succeeding vacation year, be allowed four (4) weeks vacation with pay.
- 22.06.4** An employee will, in the vacation year in which his/her fourteenth (14) net credited anniversary date falls and in each succeeding vacation year, be allowed five (5) weeks vacation with pay.
- 22.06.5** An employee will, in the vacation year in which his/her twenty-first (21) net credited anniversary date falls and in each succeeding vacation year, be allowed six (6) weeks vacation with pay.
- 22.06.6** An employee will, in the vacation year in which his/her thirty-fourth (34) net credited anniversary date falls and in each succeeding vacation year be allowed seven (7) weeks vacation with pay.
- 22.06.7** Vacations in excess of three (3) weeks may only be taken consecutively between November 1st and April 30th, or as arranged by the employee's Manager.
- 22.07.1** Vacations will be arranged in accordance with the requirements of service. Due to the nature of the Company's business, there are times when it is impossible to grant vacation to some employees. It follows, therefore, that in the scheduling referred to in the foregoing paragraphs, the Company reserves the right to deny any dates requested by employees concerned.
- 22.07.2** Where the Company denies a request for vacation, the employee shall be provided with alternate time(s) during which the vacation can be taken.
- 22.07.3** As soon as possible in the calendar year but no later than May 1st, vacations will be scheduled by work groups, giving due consideration to the length of service of employees and employees' preference insofar as the exigencies of service will permit. In any case of dispute, the Senior Manager will make the final decision. Any such decision must be reasonable.
- 22.07.4** Annual vacations shall not be accumulated over a period of years and then taken consecutively. Each year's vacation must normally be taken before April 30th of that vacation year. Where exceptional circumstances arise, the Company

may defer vacation, or at its sole discretion, may approve the carry over of vacation to the following vacation year. Vacations of one (1) week to three (3) weeks will normally commence on a Monday and will be taken in one unbroken period, unless under special arrangements with the Department.

22.08 When an employee is taken ill, meets with an accident, is confined by quarantine regulations, or is called for jury duty:

(a) Before leaving to go on vacation, where the employee is prevented from taking the vacation, the Company will re-schedule the vacation at a later date in the same vacation year or in exceptional cases, in the next vacation year;

(b) After leaving work to go on vacation, the employee's vacation will not be re-scheduled.

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