

# CONTRACT INTERPRETATION MANUAL

## Article 25 WORK SCHEDULES

### Interpretation Guidelines

All the provisions of Article 25 apply to all employees unless otherwise noted. Article 25.07 only applies to community-based employees working an approved Flexible Work Schedule.

For nurses working an Extended Work Day Rotation please also see the Memorandum on Extended Work Day/Compressed Work Week which follows the Wage schedules in Article 63 of the PCA.

The Shift Rotation Manual (revised 2006)– a Guide for Health Care Professionals was jointly prepared by the HEABC and the BCNU to be a primary source document along with the PCA for information on work schedules.

We recommend the following Articles be read together:

1. Group 1 – Applies to everyone, deals with operational issues associated with work schedules, sets out Employer responsibilities and confirms the need for mutual agreement:
  - (a) Article 25.01 Master Work Schedule;
  - (b) Article 25.02 Determination of Work Schedules;
  - (c) Article 25.03 Internal Scheduling Changes;
  - (d) Article 25.04 Self-Scheduling;
  - (e) Article 25.05 Posting of Work Schedules;
  - (f) Article 25.08 Insufficient Notice;
  - (g) Article 25.09 Voluntary Shift Exchange; and
  - (h) Article 25.10 Leave of Absence Refused.
2. Group 2 – Applies to everyone, sets out criteria for development of work schedules and confirms the need for mutual agreement:
  - (a) Article 25.02 Determination of Work Schedules;
  - (b) Article 25.06 Requirements of Work Schedules;
  - (c) Article 25.12 Three Different Shifts Worked;
  - (d) Article 25.11 Memorandum Extended Work Day/Compressed Work Week (EWD MOA); and
  - (e) Remember to also review information in the Shift Rotation Manual.
3. Group 3 – Applies only to those employees who are part of a pilot project on alternative scheduling and confirms the need for mutual agreement (Article 17):
  - (a) Article 25.02 Determination of Work Schedules;
  - (b) Article 25.07 Flexible Hours; and
  - (c) Memorandum Extended Work Day/Compressed Work Week (EWD MOA).
4. Group 4 – Applies only to community-based employees working a flexible work week schedule and confirms the need for mutual agreement:
  - (a) Article 25.02 Determination of Work Schedules;
  - (b) Article 25.06 Requirements of Work Schedules; and
  - (c) Article 25.07 Requirements of Work Schedules (Employees on Flexible Work Schedules).

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## Article 25.01 - Master Work Schedule

Each regular employee must have a master work schedule.

An employee who occupies a place on the work schedule is considered to be “regularly scheduled” (Article 11).

Once the work schedule has been developed (through a process of mutual agreement) Employers are required to show they made every effort to avoid changing an employee’s place on the work schedule.

Where changes in an employee’s work schedule are unavoidable, the Employer is required to provide a minimum of 10 days advance notice (Article 25.08), minimum 14 days advance notice for changing a Leave - Paid Holiday (Article 39.04) or pay overtime (Article 27.05).

## Arbitration Awards

1. Royal Columbian Hospital and BCNU, December 13, 1995 (Munroe). The scheduling of extra shifts for RPT employees falls within the definition of scheduled work as opposed to an unscheduled call-in.
2. Royal Columbian Hospital and BCNU, March 14, 1996 (Larson). Having a place on the work schedule doesn’t always mean that you are a regular employee. This arbitration took place before the negotiation of Article 11.04 (G) (5). 2016 negotiated new language regarding casual status. Casuals accepting a temporary position have the status changed to regular for the duration of time worked in the temporary assignment (Article 17.02).

## Additional Resources

Other Information

1. Shift Rotation Manual – A Guide for Health Care Professionals (Revised 2003 and 2006). This manual was jointly developed by BCNU and HEABC. Copies can be obtained using the search function on the BCNU website.

## Article 25.02 - Determination of Work Schedules

Work schedules need to be mutually agreed between the Employer and employees at the worksite. Any changes to the length of the shift (e.g. from 7.5 to 11 hours) can only occur after following the process in the Shift Rotation Manual or Extended Workday Memorandum. The requirement for simple rotation changes is 50% +1 and the requirement for changes from regular to extended workday rotations is 90%. This must be determined by a vote prior to the change of an extended work day. There is a NBA Rotation Change checklist available on the BCNU website.

The 6 steps to mutual agreement were originally set out in the arbitration decision, Vancouver General Hospital and BCNU, November 3, 1986 (Munroe) as follows:

1. The Employer must give the employees a clear and detailed outline of what it wishes to do;
2. The Employer must have a good reason(s) for making the proposal in the first place, and it must express the reason(s) to the employees and be prepared to engage in dialogue with respect thereto;

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3. The Employer must invite a reply from the employees, and it must give the employees a reasonable opportunity to formulate a reply and to make their own proposal(s);
4. The Employer must give bona fide consideration to any proposals which the employees might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives;
5. Within this frame, the Employer must make every reasonable effort to secure mutuality; and
6. The Employer's actions and its proposed schedule of shifts must not be in breach of any other provision of the PCA.

The words "whenever possible" mean that if mutual agreement on a work schedule cannot be achieved, then the Employer can impose a work schedule (Shift Rotation Manual, p.20). However, as the arbitration decision Bastion Place and BCNU, September 20, 2004 (Munroe) confirms, the Employer is required to clearly demonstrate they have followed the 6 steps in a meaningful way to achieve mutual agreement, before imposing a work schedule unilaterally.

Arbitrator Munroe further defines the obligations of the Employer with regard to mutuality as follows, "Adherence to each of the steps must be clearly discernable and must demonstrably be seen as meaningful as distinct from just symbolic. The objective of the steps is "mutual agreement". It is only after genuine or good-faith effort to reach mutual agreement that unilateral employer action is allowed. That as I have said, is the collective agreement obligation arising from Article 25.02 as interpreted in Vancouver General Hospital" (Bastion Place and BCNU, September 20, 2004).

Work Schedules of 7.5 hours or less are agreed to at the worksite. Stewards should check for the following on the Master Work Schedules for 7.5 hour shifts or less:

<b>Work schedules of 7.5 hours or less</b>		
<b>3 out of 9 weekends are off</b>	Applies	**Pursue an equitable distribution of weekends
<b>No more than 6 consecutive shifts</b>	Applies	MOA consecutive shifts
<b>2 clear off duty shifts and at least 48 hours off after nights</b>	Applies	
<b>Start times do not violate the 24 hour rule</b>	Applies	
<b>No more than 2 different shifts per rotation</b>	Applies	Exceptions may occur, see contract

Only Extended Work Day/Compressed Work Week schedules are approved by the BCNU office (Extended Workday Memorandum).

Stewards should also check to ensure that Stat Holidays are appropriately marked on the schedule. For example, Employers need to number the stats starting with New Year's Day as 1 and finishing with Boxing Day as 12. This is important to make sure employees are paid the appropriate overtime rates if the scheduling is changed at short notice (Article 39).

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## Arbitration Awards

1. Vancouver General Hospital and BCNU, November 3, 1986 (Munroe). Sets out the 6 steps the Employer is required to follow to fulfill their responsibility to achieve mutual agreement “whenever possible”.
2. Greater Victoria Hospital Society and BCNU, April 9, 1996 (Kinzie). Penalties for a change of schedule without sufficient notice still apply even where the employee has agreed to the change.
3. Central City Lodge and BCNU, July 23, 1996 (Morrison). On moving to a new location, the Employer changed the work schedule and reduced the annual entitlement of hours for full- time employees without notification or agreement with the Union. The grievance was upheld and the Employer had to make up full-time salary for the employees affected.
4. Yucalta Lodge and BCNU, September 15, 2003 (Sullivan). The Employer failed to follow the 6 steps to achieve mutual agreement and as a result the nurses were awarded overtime pay for the first shift of every block that differed from the originally agreed to schedule that had been originally agreed.
5. Bastion Place and BCNU, September 20, 2004 (Munroe). While this arbitration decision reflects the settlement agreement achieved by the parties, the arbitrator also includes comments building on his original definition of mutuality.
6. HEABC Interior Health Authority (Castlegar and District Hospital) and BCNU, February 15, 2005 (Kinzie). This is a consent Award dealing with Employer penalty for implementing an extended work schedule without receiving prior approval from the Union.
7. Providence Health Care (Youville Residence) and BCNU, March 27, 2001 (Moore). The day was defined in the arbitration award as “a 24 hour period commencing when the employee starts their regular shift even when that is earlier than scheduled”.

## Additional Resources

### Other Information

1. Shift Rotation Manual – A Guide for Health Care Professionals (Revised 2006). Copies can be obtained using the search function on the BCNU website.

## Article 25.03 Internal Schedule Change

When the internal schedule change process is completed, there is always a vacancy left over to be posted (Article 17.01). In order to apply on the internal schedule change on the unit, the employee must be a permanent employee on the unit, (employees in temporary positions may not apply on the internal process) and their FTE must meet the requirements of the article. An employee in a temporary position on another unit has the right to apply on the internal schedule change on the unit where they own their regular position.

The move must be FT to FT and PT to PT within 0.08 of the FTE, and employees are not permitted to change status during the process. This language does not apply to advance hire positions.

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## Article 25.04 Self-Scheduling

In 2019 the article was changed to allow for a majority of the employees on a unit to follow a self-scheduling model. A majority is 50% plus 1 of the staff. The remaining staff on the unit will continue to work the lines they own on the master rotation.

Please check with your Steward or LRO for further information on responsive shift-scheduling.

## Additional Resources

Other Information

1. Shift Rotation Manual – A Guide for Health Care Professionals (Revised 2006). Copies can be obtained using the search function on the BCNU website.

## Article 25.05 - Posting of Work Schedules

Work schedules must be written in ink or typed.

Work schedules must be posted in a place where all employees have easy access.

Work schedules must be maintained so that each employee knows their work schedule for an advance period of 6 weeks.

If a casual employee replaces a regular employee, either through posting or the casual call-in provisions, the employee can refer to the master work schedule to determine in advance their place on the rotation. The casual is removed from the master work schedule upon termination of the assignment (i.e. return of the incumbent (Article 17.02) or conclusion of the temporary position created (Article 17.03)).

Where changes in an employee's work schedule are unavoidable, the Employer is required to provide a minimum of 10 days advance notice (Article 25.08), minimum 14 days advance notice for changing a Leave - Paid Holiday (Article 39.04) or pay overtime (Article 27.05). However, the intent of Article 25.08 is to deal with a short-term scheduling change, not to allow the Employer to avoid seeking mutual agreement.

## Article 25.06 - Requirements of Work Schedules

The requirements of work schedules set out in this Article can only be modified at the request of the employee.

The requirement to have three (3) weekends off in nine (9) weeks can only be modified by agreement of the Union office. The weekend requirements are waived for employees working extended hours work schedules. The union continues to advocate for equity of one in three (3) weekends off in a nine (9) week period, however this is not mandatory per the language.

The Employer cannot initiate a waiver of any of the following requirements set out in Article 25.06:

1. There cannot be three shift schedules, unless requested by the employee and agreed to by the Employer;

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2. Employees can request to work a fixed evening or night shift rotation;
3. The provisions to work no more than 6 days in a row (25.06 (C)), the requirement for consecutive days off (25.06 (D)), and the requirement to have two clear off duty shifts between shifts and 48 hours off after night shifts (25.06 (F)) may only be varied at the request of the employee and with the Employer's agreement;
4. Both Employers and employees need to be aware that schedule variations created in response to individual requests, as per point 1 above, affect only that incumbent and when a new employee moves into the position, a new rotation will need to be developed;
5. The language demonstrates the importance employees place on having a prescribed number of weekends off where it states it can only be varied with the consent of the Union head office and that agreements to vary the weekend provision are on an incumbent only basis (25.06 (E)); or
6. In a 24 hour operation, employees are typically required to work 7.5 hour shifts to provide 24 hour coverage. The extra day off (EDO) provision was eliminated in 2013 when the weekly hours of work increased from 36 hours to 37.5 hours per week for full time employees working 7.5 hour shifts.

In addition, as a result of the legislated agreement in 2001, RPT employees are no longer required have two consecutive days off marked as designated days off for the purpose of overtime entitlement.

### Arbitration Awards

1. HEABC and BCNU, HEU, HSA, March 28, 1995 (Ready). Employers are not required to designate EDOs for RPT employees on the master rotations.
2. HEABC and BCNU (Melding), February 10, 1997 (Ready). Nurses working for Employers who were brought into the PCA from other collective agreements (e.g. public service, municipal and Bill 48) would be in the Continuing Care Component. The list of Employers in the Acute Care Component remained unchanged from the list in the Master Collective Agreement.

### Article 25.07 - Requirements of Work Schedules (Employees on Flexible Work Schedules)

This provision only applies to employees working in community-based services that are working a flexible work schedule.

While flexibility in the scheduling of work hours is different than in a system of fixed work hours, the requirements set out in Article 25.06 such as the number of shifts worked in a row, consecutive days off and working no more than a two shift schedule still apply as general principles.

The language in this Article originated from the 8th Nurses Master which previously applied to public service nurses. As a result of arbitration decisions and past practice on the application of this language, this article continues to apply.

While the term "flexible schedule" seems to imply a benefit for employees, the language used in this Article makes it clear that "the interest of client care" governs the flexibility in the schedule. This phrase is repeated in each of the provisions found at Article 25.07 (A), (D) and (E).

Flexible schedules allow for the organization of the work day to be expanded or contracted in response to client needs and shifting workloads (25.07 (A)).

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The following represents an example of how flexible schedules work.

1. The scheduled hours of work for nurses within a four week period are flexible up to 150 hours (25.07 (B)).
2. The schedule is based on a 7.5 hour day (25.07 (C)). The employees and Employer are meant to apply flexibility to the base number of 7.5 hours as determined by “the interests of client care and/or efficiency or to complete work due to exceptional circumstances” (25.07 (D)).
3. The Employer is required to post a schedule in advance of every four week period. However, as the wording “proposed schedule” used in 25.07 (D) and (E) indicates that the schedule can be changed.
4. On the schedule the following are marked:
  - (a) Shifts (e.g. days/evenings);
  - (b) Stat days; vacation days;
  - (c) Any other leave days known in advance; and
  - (d) Flex days are sometimes marked in advance based on the past experience at a particular worksite. However, when marking flex days in advance, employees need to remember that if for some reason they don't earn sufficient hours during the four week period for the pre-booked flex days, they will end up owing the Employer time.
5. Before the schedule is posted, either the employee or the Employer may propose changes based on their view of program needs (25.07(B), 25.07(D)). Mutual agreement in this situation is with respect to flexing work time. In other words, employees should get the agreement of the Employer when they feel additional hours need to be worked and vice versa.
6. Shift Premiums (Article 28) do not apply to flexible schedules (25.07 (H) and Appendix N). In Government of British Columbia (Northern Interior Health Unit) and BCNU, July 19, 1996 (Munroe), the arbitrator ruled that employees may not claim overtime or shift premiums for work done outside regular hours but within flexible hours.
7. The schedule usually does not indicate start and stop times, or the length of the shifts. Instead, each employee keeps a record of the hours they actually work each day (25.07 (F)). No employee should be working excessive additional hours to meet the program needs. Professional Responsibility Forms need to be filed if that is the case (Article 59) except for the duration of the 2019-2022 CA (Appendix KK). On average the 7.5 hour shift is flexed to a maximum of 8 hours.
8. Employees are able to schedule in partial days or full days off as “flex days” to compensate for working more than 150 hours in the 4 week period. The time used for flex days has to be earned during the 4 weeks (25.07(H)).
9. It is important to note that the calculation of hours to be used to take flex days can be affected by unanticipated leaves during a 4 week period, such as sick leave and possibly union leave, as all leaves are calculated in accordance with the 7.5 hour base day. The base day hours changed in 2013 to 7.5 from 7.2 hours (Troubleshooter Hearing Recommendations: Simon Fraser Health Region (Simon Fraser Community Services) and BCNU, April 30, 1998 (Laing)).
10. The advantages of flexible schedules are that employees have more autonomy in the scheduling of their work and have slightly more flexibility to accommodate personal needs than if they were working a fixed schedule. For example, they can take partial days off (25.07(D)).
11. The disadvantages of flexible schedules are that employees rarely get paid overtime, the Employer can cancel shifts scheduled for casuals and RPT employees and can make shift changes without penalty. Due to increased workload it is difficult to keep track of hours which could attract overtime, and it is sometimes difficult to convince managers that not all work can be completed within 150 hours.

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12. The intent is that employees earn flex time in the one 4 week period and take it in the next 4 week period. Overtime is only payable at 1.5 x in the situation where the employee has been unable to take flex days during the 4 week period after it has been earned. This is where it is important to keep an accurate account of the hours worked in each 4 week period.
13. Flexible work schedules can be cancelled on an individual basis (i.e. an employee can serve notice that they wishes to work a fixed schedule). The Employer would have 90 days to try and achieve mutual agreement with the employee on a fixed schedule pursuant to the requirements set out in Article 25.06.
14. The Employer can have employees working a fixed work schedule and employees working a flexible schedule at the same worksite. However, an employee cannot work a blended fixed and flexible schedule.

### Arbitration Awards

1. Government of British Columbia (Northern Interior Health Unit) and BCNU, July 19, 1996 (Munroe). Employees may not claim overtime or shift premiums for work done outside regular hours but within flexible hours.
2. Simon Fraser Health Region (Simon Fraser Community Services) and BCNU, April 30, 1998 (Laing). While the Union's grievance was dismissed the award contained some useful recommendations:
  - (a) That while Employer guidelines on flexible work schedules are a useful tool, they cannot be used to remove contractual rights from employees.
  - (b) That the experience at a particular worksite with regard to earning time for flex days be taken into account, both when the proposed schedule is drafted and as the shifts are actually worked, in order to determine whether the flex days will materialize as originally expected.
3. HEABC (Interior Health Authority) and BCNU, October 18, 2002 (Laing). Employee had cancelled out of flexible work schedule and proposed a work schedule of 7.5 hour shifts, Employer imposed a work schedule of 7.2 hour shifts and less days off. Grievance was dismissed as the Employer was found to have followed the 6 steps to try and achieve mutual agreement before they imposed the 7.2 hour work schedule.

### Article 25.08 - Insufficient Notice

This provision does not apply to employees working a flexible work schedule pursuant to Article 25.07 (H), nor does it apply to employees working for home support agencies except the Field and RN Supervisors.

Overtime is paid for the first day of the shift change. For example, if the Employer changes a set of six shifts from days to evenings with less than the required notice, the employee would only receive overtime for the first shift of the six shifts.

To qualify for an overtime premium for insufficient notice the following criteria apply:

1. The shift change is directed by the Employer. The Employer cannot avoid payment of overtime by obtaining the agreement of the employee to the change (Greater Victoria Hospital Society and BCNU, April 9, 1996 (Kinzie). Employees are not permitted to waive the overtime payment to change their schedules.

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2. The Employer has failed to provide 10 days notice (Article 25.08 (A)) of a change to a regular straight time shift or 14 days notice of a change to a shift scheduled on a Stat holiday or scheduled as a Stat Day (Article 39.04 (D)).
3. Shift schedule changes that fall within the application of Article 25.08 include:
  - (a) Changes in shift e.g. day shift to night shift.
  - (b) Change in days of work e.g. Monday to Tuesday.
  - (c) Cancellation of a shift in a RFT employee's rotation.
  - (d) Cancellation of an extra shift booked for a RPT employee (HEABC (Fraser Burrard Hospital Society/Royal Columbian Hospital) and BCNU, June 7, 1994 (Kelleher) and (Royal Columbian Hospital and BCNU, December 13, 1995 (Munroe))).
  - (e) Cancellation of a shift being worked by a casual who has posted into a temporary appointment pursuant to 17.02 (Article 11.04 (G) (5)).
  - (f) Change to both the start and stop time of a shift (HLRA (Prince Rupert Regional Hospital) and HEU, March 8, 1993 (Kelleher), Greater Victoria Hospital Society and BCNU, April 9, 1996 (Kinzie), and Simon Fraser Region (Eagle Ridge Hospital) and BCNU, September 26, 2002 (Kelleher) (Expedited Arbitration Decision)). The expedited arbitration decision is provided for information purposes only as these decisions cannot be used as a precedent.
  - (g) Implementation of an extended work schedule without receiving prior approval from the Union has been argued under Article 25.08 with regard to determining the penalty (HEABC (Interior Health Authority-Castlegar and District Hospital) and BCNU, February 15, 2005 (Kinzie) (Consent Award)).
  - (h) Cancellation of a pre-booked overtime shift for a RFT employee that had been marked in advance on the work schedule (Chilliwack General Hospital and BCNU, June 21, 2002 (Sullivan) (Troubleshooter Recommendations)). This is provided for information purposes only as Troubleshooter Recommendations are without prejudice and cannot be used as a precedent. This language was also clarified in 2019 by putting the parameters for cancellation into Article 27.06.
4. Circumstances where it is not considered a change in shift with insufficient notice include:
  - (a) A change in just the start time of a shift (HEABC (Surrey Memorial Hospital/Nanaimo Regional Hospital/Peace Arch District Hospital/Bella Coola General Hospital) and BCNU, September 21, 1998 (Kelleher)). Employees called to report to work earlier than their scheduled start time are only entitled to be paid overtime for the hours they work in excess of the normal daily full shift hours as per Article 27.05 (A) (1) and (B) (1) not overtime for the full shift.

### Arbitration Awards

1. HLRA (Prince Rupert Regional Hospital) and HEU, March 8, 1993 (Kelleher). Change to both start and stop time for a shift is considered to be a change in shift schedule.
2. HEABC (Fraser Burrard Hospital Society – Royal Columbian Hospital) and BCNU, June 7, 1994 (Kelleher). Extra shifts booked by a regular part-time employee are considered part of the shift schedule for the purpose of accruing benefits.
3. Royal Columbian Hospital and BCNU, December 13, 1995 (Munroe). Cancellation of an extra shift for a regular part-time employee is considered a layoff and therefore results in a change in shift schedule.
4. Greater Victoria Hospital Society and BCNU, April 9, 1996 (Kinzie). Overtime penalties for a change of shift schedule with insufficient notice cannot be waived by the Employer by achieving the employee's agreement.

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5. HEABC (Surrey Memorial Hospital/Nanaimo Regional Hospital/Peace Arch District Hospital/Bella Coola General Hospital) and BCNU, September 21, 1998 (Kelleher). A change to just the start time of a shift does not meet the definition of insufficient notice. Employees are only entitled to overtime rates for the hours of work that exceed the normal daily full shift hours.

### Consent Award

1. HEABC (Interior Health Authority-Castlegar and District Hospital) and BCNU, February 15, 2005 (Kinzie). Consent Award dealt with Employer's failure to obtain the Union's agreement before implementing an extended work day schedule

### Expedited Arbitration

2. Eagle Ridge Hospital and BCNU, September 26, 2002 (Kelleher). A change in both start and stop time of a shift is a change of shift schedule as a result the Employer was required to pay overtime for the whole shift.

### Troubleshooter Recommendation

1. Chilliwack General Hospital and BCNU, June 21, 2002 (Sullivan). The cancellation of a pre-booked overtime shift for a full-time employee was considered to be a change in shift schedule.

## Article 25.09 - Voluntary Shift Exchange

All regular employees are permitted to exchange shifts and the shift exchange language can also be used by casual employees, under the following conditions:

1. Operational requirements permitting;
2. Permission is given by the employee's supervisor; and
3. There are no additional costs (e.g. overtime) for the Employer other than those costs that would have resulted if the exchange did not take place.

The employee working the exchanged shift is entitled to all the benefits that would normally be given to the employee working that shift (e.g. shift differential, weekend premium, stat pay, in-charge allowance, etc).

In the 2004 Policy Discussions the parties agreed to look at increasing access to shift exchanges as part of responsive scheduling. Employees changing shifts of unequal shift lengths could incur a deficit in the pensionable service accumulations, should the lesser time period not be accounted for in the calendar year. The Union takes the position that there are no time limits on shift exchanges and that once the exchange is approved the employees making the exchange own the shift they have moved to.

## Article 25.10 – Leave of Absence Refused

An Employer may deny a leave of absence in the following circumstances:

1. If less than 8 days notice is given by the employee; or
2. Where the Employer reasonably believes that approving the leave would result in paying overtime.

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This provision does not apply:

1. When the employee has provided more than 8 days notice of the leave or the Employer is not going to have to pay overtime.
2. To sick leave, compassionate leave or leave under court appearance. In these circumstances the employee would be entitled to take the leave even if it does result in the Employer paying overtime.

## Article 25.11 Extended Work Day

Variations to the application of Article 25 are found in the Memorandum Extended Day/Compressed Work Week. They apply to all employees working extended day/compressed work weeks, for paid shifts lengths greater than eight hours.

The Employment Standards Act sets the basic requirements for all forms of flexible scheduling such as extended workday/compressed work weeks.

## Additional Resources

Legislation

1. Employment Standards Act – Sections 37-43.

Other Information

1. Shift Rotation Manual – A Guide for Health Care Professionals (revised 2003 & 2006) – jointly prepared by HEABC and BCNU. This manual can be accessed through the BCNU website at [www.bcnu.org](http://www.bcnu.org).

## Article 25.12 - Three Different Shifts Worked

This provision only applies to 24 hour continuous operations.

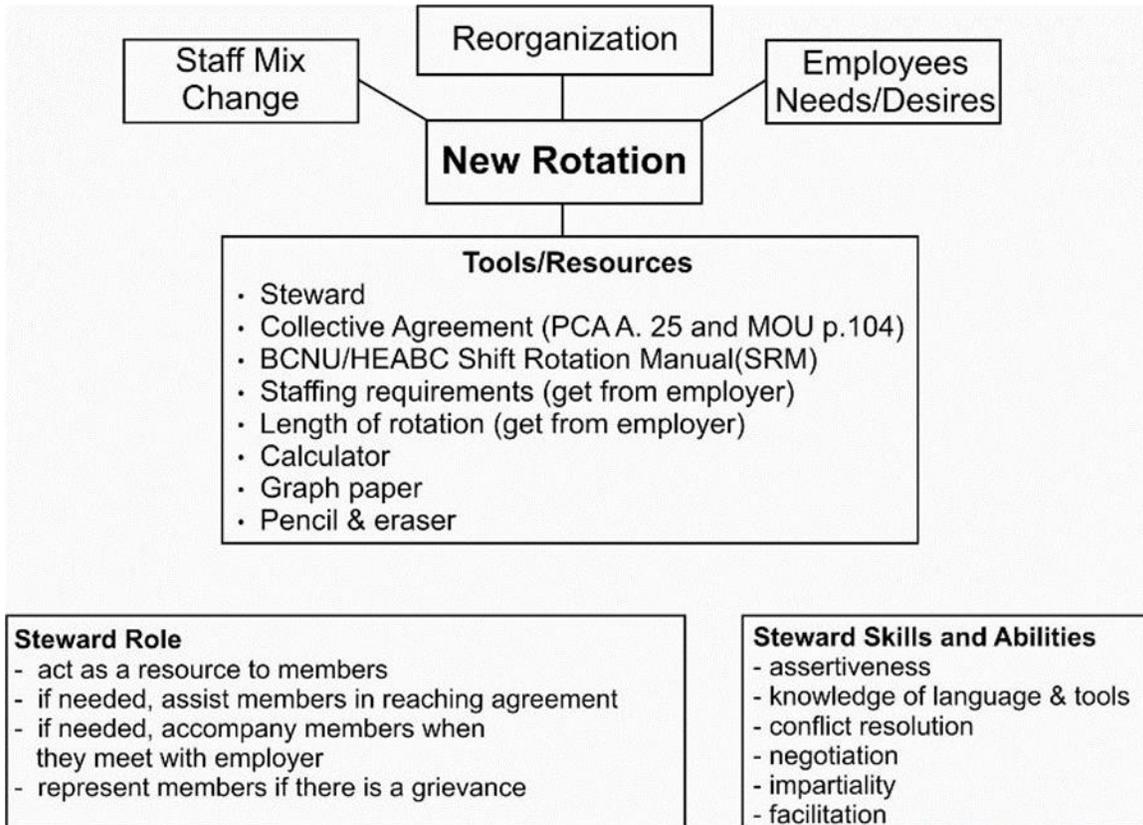
Regular employees cannot be required to work 3 different shifts in any 7 consecutive day period as part of their work schedule.

Where the Employer requires the employee to work three different shifts within 7 days the employee is entitled to payment of the applicable overtime rates for each day worked in the third shift.

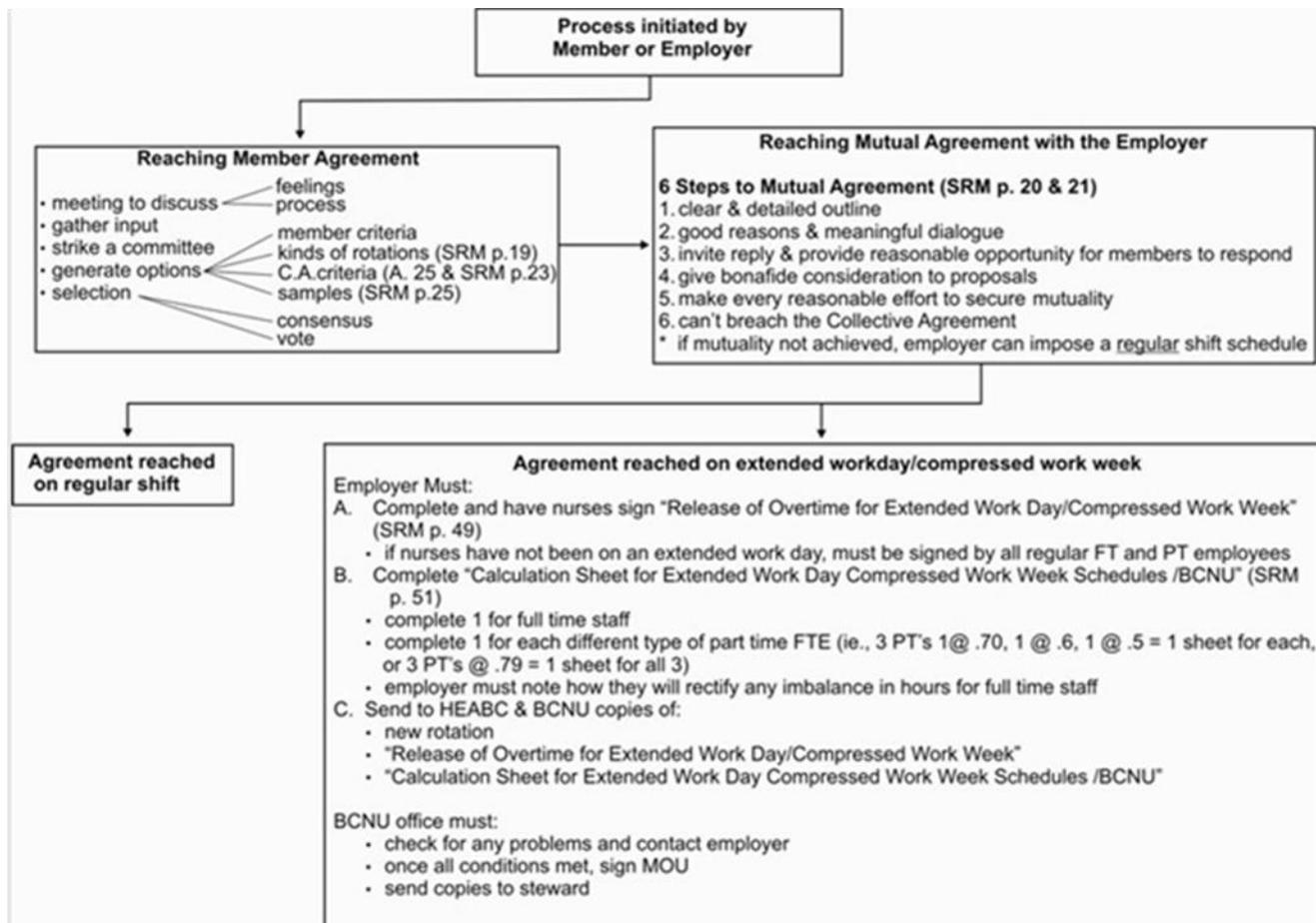
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## Process on Creation of a New Rotation

To establish a new extended work day rotation 90% of the staff must have agreed.



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## Footnotes

**Article**

25

**Sub-Article**

25.01, 25.02, 25.03, 25.04, 25.05, 25.06, 25.07, 25.08, 25.09, 25.10, 25.11, 25.12

**Last Update**

31-03-21

**Related Articles**

1, 11, 25, 27, 33, 34, 37, 39, 40, 44 Memorandum Extended Work Day/Compressed Work Week, Memorandum Responsive Shift Scheduling, Appendix I.1 Consecutive Shifts