

Article 25

Article 25 - Work Schedules

New in 2004 and revised in 2006: Please also see information on Responsive Shift Scheduling in the Tools Section.

This is the road map we'll be following:

1. First we'll be setting out some general principles in working with the provisions in Article 25.
2. Next we'll be dealing with each of the provisions in Article 25.
3. Finally we'll be providing some helpful hints in developing new rotations.

Interpretation Guidelines:

1. All the provisions of Article 25 apply to **community-based employees** unless otherwise noted. Article 25.07 only applies to **community-based employees**.
2. For nurses working an Extended Work Day Rotation please also see the **Memorandum on Extended Work Day/Compressed Work Week** starting on p.107 of the PCA.
3. Employees need to **check Appendix C** to find out whether they are covered by Acute Care Component or Continuing Care Component language in Article 25.
4. **The Shift Rotation Manual - 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:

Group 1 - Applies to everyone, deals with operational issues associated with work schedules, sets out Employer responsibilities and confirms the need for mutual agreement:

Article 25.01 Master Work Schedule
 Article 25.02 Determination of Work Schedules
 Article 25.04 Posting of Work Schedules
 Article 25.08 Insufficient Notice
 Article 25.09 Voluntary Shift Exchange
 Article 25.10 Leave of Absence Refused

Group 2 - Applies to everyone, sets out criteria for development of work schedules and confirms the need for mutual agreement:

Article 25.02 Determination of Work Schedules
 Article 25.05 Requirements of Work Schedules (Acute Care Component)
 Article 25.06 Requirements of Work Schedules (Continuing Care Component)
 Article 25.12 3 Different Shifts Worked
 Article 25.11 Memorandum Extended Work Day/Compressed Work Week (EWD MOA)
 * Remember to also review information in the Shift Rotation Manual*

The interpretations in this manual are provided on a *without prejudice, errors and omissions* basis to any position Unions in the Nurses' Association of Bargaining Agents may take in any arbitral proceeding or any other forum.

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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 25.02 Determination of Work Schedules

Article 25.03 Flexible Hours

Article 25.11 Memorandum Extended Work Day/Compressed Work Week (EWD MOA)

Group 4 - Applies only to community-based employees working a flexible work week schedule and confirms the need for mutual agreement:

Article 25.02 Determination of Work Schedules

Article 25.06 Requirements of Work Schedules (Continuing Care Component)

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

Article 25.01 - Master Work Schedule

Related Articles: 11.02, 11.03, all the other provisions in Article 25, Memorandum Extended Work Day/Compressed Work Week

Interpretation Guidelines:

1. Each regular employee must have a master work schedule.
2. An employee who occupies a place on the work schedule is considered to be "regularly scheduled" (See Articles 11.02/11.03).
3. 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.
4. Where changes in an employee's work schedule are unavoidable, the Employer is required to provide a minimum of 10 days advance notice (See Article 25.08) or pay overtime (See Article 27.05).

Additional References:

Arbitration Awards:

Royal Columbian Hospital and BCNU, December 13, 1995 (Munroe) - the scheduling of extra shifts for regular part-time employees falls within the definition of scheduled work as opposed to an unscheduled call-in.

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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. A casual who posts into a permanent position on a temporary basis (e.g. the maternity leave for the incumbent) does not become entitled to all the other benefits of a regular employee.

Note: This arbitration took place before the negotiation of Article 11.04 (G) (5) Benefits for Casual Employees in Temporary Appointments in 1998).

Other Resources:

Shift Rotation Manual - A Guide for Health Care Professionals (Revised 2003)

- This manual was jointly developed by BCNU and HEABC. Stewards can obtain a copy either by clicking on Key Documents on the BCNU website at www.bcnu.org or by calling the BCNU office.

Article 25.02 - Determination of Work Schedules

Related Articles: 25.01, 25.04, 25.05, 25.07, 25.11, Memorandum Extended Work Day/Compressed Work Week, Memorandum Responsive Shift Scheduling

Interpretation Guidelines:

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 through a process of mutual agreement.

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:

One, the Employer must give the nurses a clear and detailed outline of what it wishes to do;

Two, 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 nurses and be prepared to engage in dialogue with respect thereto;

Three, the Employer must invite a reply from the nurses, and it must give the nurses a reasonable opportunity to formulate a reply and to make their own proposal(s).

Four, the Employer must give bona fide consideration to any proposals which the nurses might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives;

Five, within this frame, the Employer must make every reasonable effort to secure mutuality; and

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Six, the Employer's actions and its proposed schedule of shifts must not be in breach of any other provision of the collective agreement.

Also see page 20 of the Shift Rotation Manual.

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

In his arbitration decision *Bastion Place and BCNU, September 20, 2004*, 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".

Only Extended Work Day/Compressed Work Week schedules are approved by the BCNU office.

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:

| What to look for: | Acute | Cont. Care (LTC) | Cont. Care (Community) | Cont. Care (Home Support) |
|--|---------|--|------------------------|---------------------------|
| 3 out of 9 weekends are off | Applies | Pursue an equitable distribution of weekends | | |
| No more than 6 consecutive shifts | Applies | Applies | Applies | Not Specified |
| 2 clear off duty shifts and at least 48 hours off after nights | Applies | Applies | Not applicable | Applies |

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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 Years Day as 1 and finishing with Boxing Day as 11.

This is important to make sure nurses are paid the appropriate overtime rates if the scheduling is changed at short notice.

Additional References:

Arbitration Awards:

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".

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.

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.

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.

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.

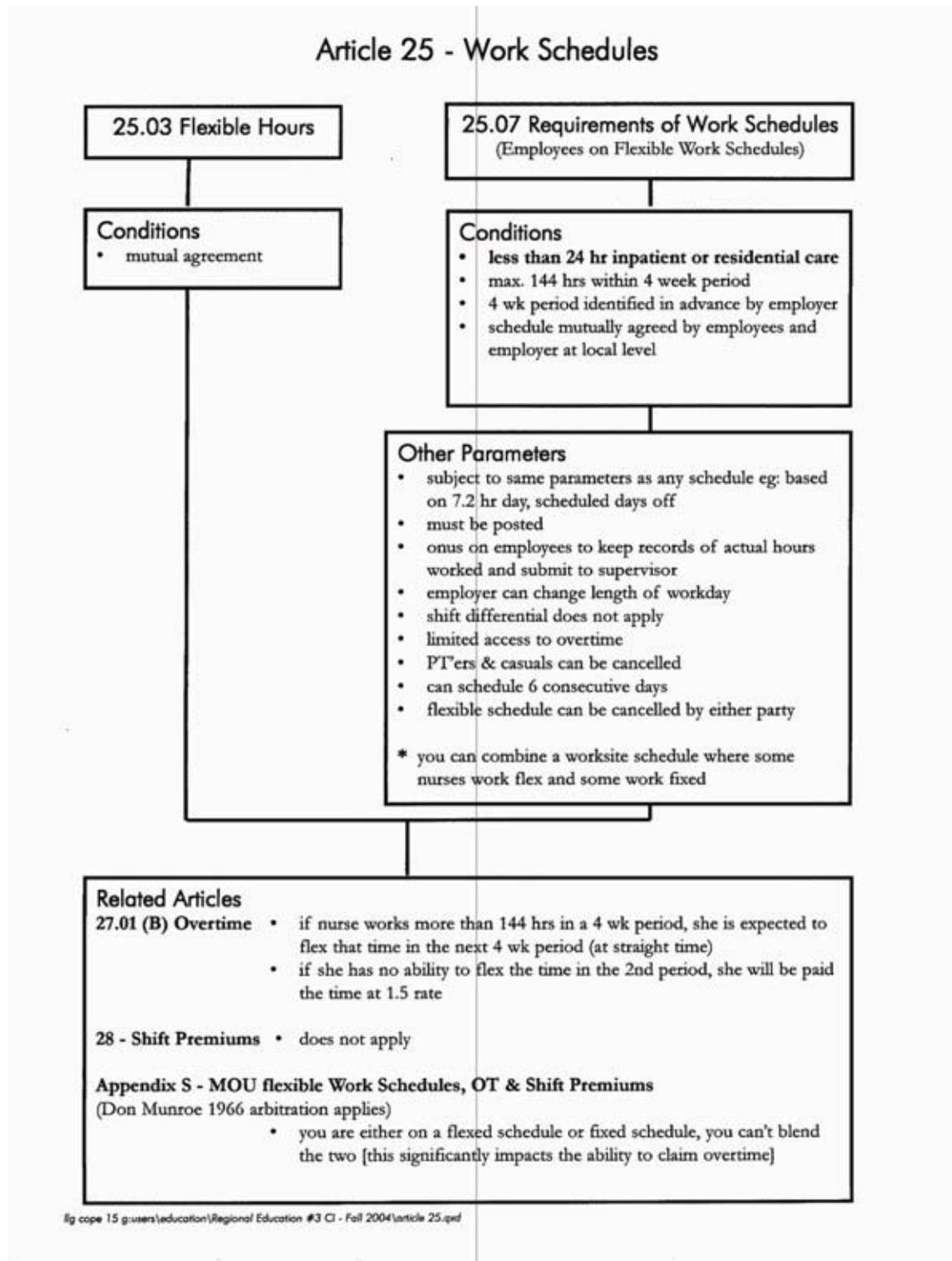
HEABC [Interior Health Authority (Castlegar and District Hospital) and BCNU, February 15, 2005 (Kinzie) - Consent Award re: dealing with Employer penalty for implementing an extended work schedule without receiving prior approval from the Union.

Other Resources:

Shift Rotation Manual - A Guide for Health Care Professionals (Revised 2003) - can be accessed through the BCNU website: www.bcnu.org under Key Documents.

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Article 25.03 - Flexible Hours



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Article 25.03 - Flexible Hours

Related Articles: 25.11, Memorandum Extended Work Day/Compressed Work Week

Interpretation Guidelines:

1. This provision was originally negotiated in the 1989-1991 Master Collective Agreement, in response to requests from Head Nurses for flexible hours.
2. The language was intended to accommodate flexible hours for Head Nurses, Clinicians, and staff with unique work situations such as ambulatory health clinics.
3. However, no further action was taken to implement schedules using this provision, because the Union had concerns that the Employer would use these schedules to undermine the employee's entitlement to overtime. Further, BCNU research showed that many of these employees were actually wishing to work a form of compressed work week, such as a 9 day fortnight rotation.

In 2004 Policy Discussions the parties agreed to use this provision for pilot projects on responsive shift scheduling. e.g. self scheduling. However, even these responsive shift scheduling pilots have to conform to the other collective agreement provisions on scheduling and overtime. There is also a BCNU Council Policy on self scheduling.

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

Additional References:

Other Resources:

[Shift Rotation Manual](#) - A Guide for Health Care Professionals (Revised 2003)

BCNU Council Policy - Self Scheduling - can be accessed through the BCNU website www.bcnu.org under Key Documents or by calling the BCNU office.

Article 25.04 - Posting of Work Schedules

Related Articles: 25.05, 25.06, 25.08, 25.11, Memorandum Extended Work Day/Compressed Work Week

Interpretation Guidelines:

1. Work schedules must be written in ink or typed.
2. Work schedules must be posted in a place where all employees have easy access.

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3. Work schedules must be maintained so that each employee knows his/her work schedule for an advance period of 6 weeks.
4. 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 his/her 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 pursuant to Article 17.03).
5. Work schedules may be changed with 10 days notice pursuant to Article 25.08. 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 25.05 - Requirements of Work Schedules (Acute Care Component)

Related Articles: 1.02, 11.02, 11.03, Appendix C - List of Employers in Acute Care Component, Memorandum Extended Work Day/Compressed Work Week, Memorandum Responsive Shift Scheduling

Interpretation Guidelines:

It is important to note that the provisions in Article 25.05 place a lot of control in the hands of employees with respect to work schedules in that the requirements of work schedules set out in this Article can only be modified at the request of the employee.

In addition, the requirement to have a certain number of weekends off in 9 weeks can only be modified by agreement of the Union office.

The Employer cannot initiate a waiver of any of the requirements set out in Article 25.05.

1. There cannot be three shift schedules, **unless requested by the employee and agreed to by the Employer.**
2. **Employees can request** to work a fixed evening or night shift rotation.
3. The provisions of (C) to work no more than 6 days in a row, (D) the requirement for consecutive days off, and (F) the requirement to have two clear off duty shifts between shifts and 48 hours off after night shifts **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.

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5. The language in (E) demonstrates the importance nurses 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**. Also, agreements to vary the weekend provision are on an incumbent only basis.
6. In a 24 hour operation, employees are typically required to work 7.5 hour shifts to provide 24 hour coverage. However, because the work week is defined as 36 hours, over the course of a five week rotation **full-time employees earn an extra day off (EDO)** which has to be scheduled. These EDOs are built into the rotation through the process of mutual agreement set out by Article 25.02.

Note: Employers are not required to designate EDOs for regular part-time employees on the master rotations (See Arbitration Award: *HEABC and BCNU, HEU, HSA, March 28, 1995 (Ready)*).

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

Additional References:

Arbitration Awards:

HEABC and BCNU, HEU, HSA, March 28, 1995 (Ready) - Employers are not required to designate EDOs for regular part-time employees on the master rotations.

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. In other words, the list of Employers in the Acute Care Component remained unchanged from the list in the Master Collective Agreement.

Article 25.06 - Requirements of Work Schedules (Continuing Care Component)

Related Articles: 1.02, 11.02, 11.03, 25.07, Memorandum Responsive Shift Scheduling

Interpretation Guidelines:

1. This provision originated from the old CCERA agreement that applied to nurses working in long term care facilities. As a result, any arbitration awards on this provision from that time would continue to apply.
2. The key difference between Article 25.05 and 25.06, (and the reason HEABC fought to restrict the application of Article 25.05), is that there is no requirement to schedule a certain number of weekends off.

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However in Melding discussions HEABC confirmed that the intent was to not interfere with the previous practice with respect to the number of weekends off. For example: employees who previously had every weekend off or 8 weekends out of 10 off would have this practice continued unless there was mutual agreement to change.

3. Like Article 25.05, this article provides employees with control in that any modification to the requirements set out in this Article can only be made at the request of the employee and they would apply only to the incumbent.

Additional References:

Arbitration Awards:

HEABC and BCNU, HEU, HSA, March 28, 1995 (Ready) - Employers are not required to designate EDOs for regular part-time employees on the master rotations.

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. In other words, 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)

Related Articles: 1.02, 11.02, 11.03, 25.06, Appendix S, Memorandum Responsive Shift Scheduling

Interpretation Guidelines:

Note: This provision only applies to nurses 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.

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While the term "flexible schedule" seems to imply a benefit for nurses, 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 (see 25.07 (A)).

The following represents an example of how flexible schedules work:

1. The scheduled hours of work for nurses within a 4 week period are **flexible up to 144 hours** (25.07 (B)).
2. **The schedule is based on a 7.2 hour day** (25.07 (C)). The employees and Employer are meant to apply flexibility to the base number of 7.2 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: shifts (e.g. days/evenings); stat days; **vacation days; any other leave days known in advance**; and finally flex days are sometimes marked in advance based on the past experience at a particular worksite. However when marking flex days in advance, nurses need to remember that if for some reason they don't earn sufficient hours during the 4 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, nurses should get the agreement of the Employer when they feel additional hours need to be worked and vice versa.
6. Article 28 - Shift Premiums do not apply to flexible schedules (25.07 (H) and Appendix S). Also see: Arbitration Award: *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.
7. The schedule **usually does not indicate start and stop times**, or the length of the shifts. Instead each nurse keeps a record of the hours she/he actually works each day (25.07 (F)). No nurse should be working excessive additional hours to meet the program needs. Professional Responsibility Forms need to be filed if that is the case (see Article 59). On average the 7.2 hour shift is flexed to a maximum of 8 hours.

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8. Employees are able to schedule in partial days or full days off as "flex days" to compensate for **working more than 144 hours** in the 4 week period. In other words 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 7.2 hour base day (See 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 nurses 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 nurses rarely get paid overtime, the employer can cancel shifts scheduled for casuals and regular part-timers, the employer can make shift changes without penalty, due to increased workload it is difficult to keep track of those hours which could possibly attract overtime, and it is sometimes difficult to convince managers that not all work can be completed within 144 hours.
12. The intent is that **employees earn flex time in the one 4 week period and take it in the next four 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 four week period after it has been earned. This is where it's important to keep an accurate account of the hours worked in each four week period.
13. 25.07 (K) provides that **flexible work schedules can be cancelled on an individual basis** i.e. an employee can serve notice that she/he 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. However the workday could be fixed at 7.2 hours versus 7.5 hours.
14. You 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**.

Additional References:

Arbitration Awards:

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.

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Troubleshooter Recommendations - Note: these are provided for information purposes only as they can't be used as a precedent.

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:

- That while Employer guidelines on flexible work schedules are a useful tool, they cannot be used to remove contractual rights from employees.
- 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.

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

Related Articles: 25.01, 25.04, 25.09, 27.05, 39.04(D), 39.07, Memorandum Extended Work Day/Compressed Work Week

Interpretation Guidelines:

Note: 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 (see *Arbitration Award: Greater Victoria Hospital Society and BCNU, April 9, 1996 (Kinzie)*).

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2. The Employer has failed to provide 10 days notice [(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 [(39.04 (D))].
3. Shift schedule changes that fall within the application of Article 25.08 include:
 - Changes in shift e.g. day shift to night shift
 - Change in days of work e.g. Monday to Tuesday.
 - Cancellation of a shift in a regular full-time employee's rotation
 - Cancellation an extra shift of a regular part-time employee scheduled several weeks in advance.

[See Arbitration Award: *HEABC (Fraser Burrard Hospital Society/Royal Columbian Hospital) and BCNU*, June 7, 1994 (Kelleher)] and [*Royal Columbian Hospital and BCNU*, December 13, 1995 (Munroe)].

- Cancellation of a shift being worked by a casual who has posted into a temporary appointment pursuant to 17.02. Also see Article 11.04 (G) (5). Both the casual employee and the Employers can cancel extra shifts accepted by the casual as part of the casual call-in process.
- Change to both the start and stop time of a shift - [See Arbitration Awards: *HLRA (Prince Rupert Regional Hospital) and HEU*, March 8, 1993 (Kelleher); *Greater Victoria Hospital Society and BCNU*, April 9, 1996 (Kinzie)] and an *Expedited Arbitration Decision: Simon Fraser Region (Eagle Ridge Hospital) and BCNU, September 26, 2002 (Kelleher)

Note: The expedited arbitration decision is provided for information purposes only as these decisions cannot be used as a precedent.

- 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 [See Consent Award: *HEABC (Interior Health Authority-Castlegar and District Hospital) and BCNU*, February 15, 2005 (Kinzie).]
- *Cancellation of a pre-booked overtime shift for a regular full-time employee that had been marked in advance on the work schedule [See Troubleshooter Recommendations: *Chilliwack General Hospital and BCNU*, June 21, 2002 (Sullivan)]

Note: This is provided for information purposes only as Troubleshooter recommendations are without prejudice and cannot be used as a precedent.

4. Circumstances where it is **not** considered a change in shift with insufficient notice include:

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- A change in just the start time of a shift. [See *Arbitration Award: 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.

Additional References:

Arbitration Awards:

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.

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.

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.

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.

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.

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: For information purposes only.

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: For Information purposes only.

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.

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Article 25.09 - Voluntary Shift Exchange

Related Articles: 25.08

Interpretation Guidelines:

All regular employees are permitted to exchange shifts when:

1. Operational requirements permit;
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.

Article 25.10 - Leave of Absence Refused

Related Articles: 33, 34, 37.02, 40, 44

Interpretation Guidelines:

1. An Employer may deny a leave of absence in the following circumstances:
 - If less than 8 days notice is given by the employee
 - Where the Employer reasonably believes that approving the leave would result in paying overtime.
2. This provision does not apply:
 - **When the employee has provided more than 8 days notice of the leave and/or the Employer is not going to have to pay overtime.**
 - **To sick leave, compassionate leave or leave under court appearance.** In other words, in these circumstances the employee would be entitled to take the leave even if it does result in the Employer paying overtime.

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Article 25.11 Extended Work Day

Related Articles: 25.03, Memorandum Extended Work Day/Compressed Work Week

Interpretation Guidelines:

1. 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 including community-based nurses working a 9 day fortnight or 4 day week.
2. The [Employment Standards Act](#) sets the basic requirements for all forms of flexible scheduling such as extended work day/compressed work weeks.
3. See further information following Article 25.12 in this manual on "Steps to Achieving a New rotation/Schedule".

Additional References:

Shift Rotation Manual - A Guide for Health Care Professionals (revised 2003) - jointly prepared by HEABC and BCNU. This manual can be accessed through the BCNU website under Key Documents at www.bcnu.org or Stewards can obtain a copy from the BCNU office.

Employment Standards Act - Sections 37-43.

Article 25.12 - Three Different Shifts Worked

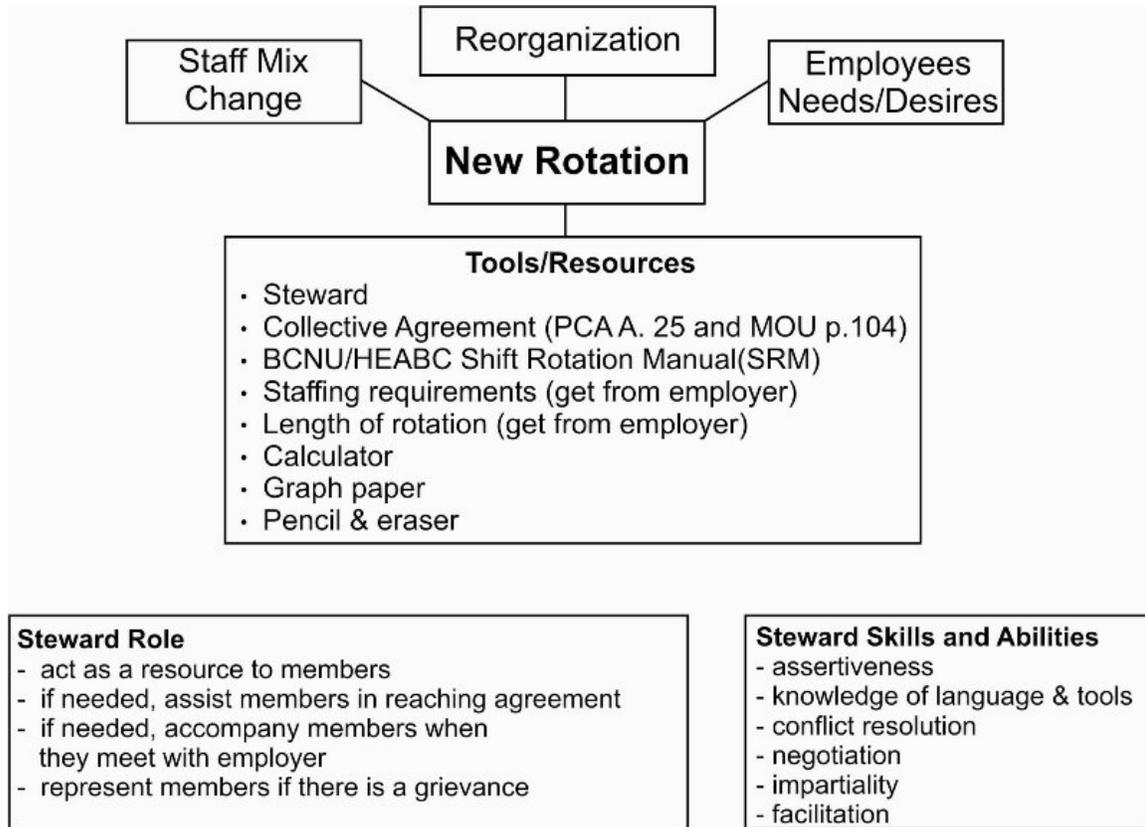
Related Articles: 25.05 (A), 25.06(B)

Interpretation Guidelines:

1. This provision only applies to 24 hour continuous operations.
2. Regular employees cannot be required to work 3 different shifts in any 7 consecutive day periods as part of their work schedule.
3. Exceptions to this are: if the employee requests to work a 3 shift schedule or in an emergency.
4. Where the Employer requires the employee to work 3 different shifts within 7 days the employee is entitled to payment of the applicable overtime rates for each day worked in the 3rd shift.

Article 25

Process on Creation of a New Rotation



Article 25

