

**\*\*APPENDIX B**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TREASURY BOARD OF CANADA  
AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA  
WITH RESPECT TO THE  
VARIABLE SHIFT SCHEDULING ARRANGEMENTS**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

This appendix will only apply to Variable Shift Schedule Arrangements (VSSA) implemented following the signing of this collective agreement.

**1. Consultation process**

The intent of this appendix is to provide the parties with a process to facilitate reaching agreement at the local level, within prescribed timeframes.

**2. VSSA discussions**

**2.1** Local consultation pursuant to clause 25.23(a) of the agreement will take place within five (5) days of notice served by either party to reopen an existing variable shift schedule agreement or negotiate a new variable shift schedule arrangement. Prior to this meeting, the Employer will provide to the Union the following information in respect of its operational requirements:

- (a) the number of scheduled employees required for each hour,  
and
- (b) the rationale for scheduling

- 2.2** The number of employees identified in paragraph 2.1 does not represent the minimum presence required on any shift.
- 2.3** Discussions at the local level shall be concluded within five (5) weeks from the time of the first meeting identified in paragraph 2.1 above.
- 2.4** Should the parties come to an agreement on a proposed VSSA schedule at the local level, the union shall submit the schedule for ratification by the employees.
- 2.5** Should the discussions at the local level not result in an agreement on a proposed VSSA schedule, the parties will immediately refer the outstanding issues to representatives from the Union and regional representatives from the Employer for further consultation.
- 2.6** Representatives identified under 2.5 above shall conclude their consultation within a maximum of three (3) weeks from the date the outstanding issues have been referred to their attention by the local committee.
- 2.7** Joint recommendations of the representatives identified under 2.5 above shall be sent back to the local level for consideration for a maximum of one (1) week period.
- 2.8** Should the parties come to an agreement on a proposed VSSA schedule at the local level, the union shall submit the schedule for ratification by the employees. Otherwise, the union will submit the last Employer VSSA proposal to a vote.
- 2.9** The results of the vote identified in paragraphs 2.4 or 2.8 will be provided to the Employer representatives within two (2) weeks of the vote having taken place.
- 2.10** Where proposed VSSA is rejected, by mutual agreement, the current VSSA may be extended. Should either party not elect to extend the current VSSA, shift schedule consistent with 25.13 will take effect. For employees not already covered by an existing VSSA, the current scheduling arrangement will remain in force.
- 2.11** In the event that the proposed VSSA is accepted by a ratification vote, the new schedule will be posted in accordance with clause 25.16 of the agreement.

**2.12** Except as provided in paragraph 2.10 above, both parties may terminate a VSSA by sending the other a thirty (30) day notice of termination of the existing VSSA unless discussions are on-going pursuant to this appendix.

**2.13** Upon mutual agreement by the parties, timeframes included in the provisions of this appendix may be extended.

**3. VSSA line selection**

**3.1** Upon ratification of a new VSSA, the Employer will establish the requirements for populating this schedule.

**3.2** The Employer will canvass all employees covered by this specific VSSA for volunteers to populate the schedule.

**3.3** Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 will be used as the determining factor to allocate the line.

**3.4** In the event lines become vacant, the Employer will reassess its scheduling requirement. Should the line still be required, the Employer will review the qualifications required prior to canvassing all employees covered by this specific VSSA. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 will be used as the determining factor to allocate the line.

**4. Vacation scheduling**

**4.1** Employees will submit their annual leave requests on or before April 15<sup>th</sup> for each year. The Employer will respond to such requests no later than May 1<sup>st</sup> for the summer leave period and no later than October 1<sup>st</sup> for the winter holiday season leave period.

**4.2** The summer and winter holidays periods are:

- for the summer leave period, between June 1 and September 30,
- for the winter holiday season leave period, from December 1 to March 31.

- 4.3** In the case of excessive vacation leave requests for a specific period, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two-weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months.
- 4.4** Requests submitted after April 15<sup>th</sup> shall be dealt with on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis.