

NEGOTIATING SHORTER HOURS

This manual has been prepared as an aid to collective bargaining on overtime, hours of work and schedules. Each section gives a brief background discussion, followed by examples of clauses from collective agreements. Occasionally appropriate language from CEP agreements was not available or not known, but most of the clauses cited are from existing CEP contracts. For this information we relied upon a survey of national representatives, who made time in their busy schedules to give detailed answers to questions about working time for each of their bargaining units. Without their knowledge and help this document would not have been possible.

In the future, this document may be updated periodically as our information and the situation move ahead. We would be grateful to hear from locals and representatives about other clauses and schedules that are negotiated and that would be useful to include in later revisions.

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OVERTIME - LIMITS

Every week Canadians work 9 million hours of paid overtime – the equivalent of 225,000 full-time jobs. Another 10 million hours of overtime are worked without pay. **In Canada there are no limits on the hours of overtime that a worker may work – no legal limits and no negotiated limits.** This means that so-called regular weekly hours are undermined and that hours of work are actually unrestricted.

By comparison there is a long tradition of limiting overtime in Europe, both in law and in negotiations. Countries with legislated yearly limits on an individual worker's hours of overtime include:

Spain	80 hours	Sweden	200 hours
Greece	150 hours	Ireland	240 hours
Portugal	160 hours	Italy	250 hours
Switzerland	170 hours	Finland	250 hours
France	180 hours	Belgium	260 hours

In some cases, there is more flexibility than these limits suggest, with exceptions for emergencies and the possibility of extended overtime hours through union negotiations. For example, in the Netherlands a yearly limit of 200 hours may be extended by up to another 150 hours in negotiations (for a total of 350 hours).

The situation in North America is very different. Almost ten years ago a Canadian federal government report recommended a maximum of 200 hours a year for paid overtime, with further unlimited overtime hours to be reimbursed with time off in lieu of overtime pay. Even this moderate suggestion did not receive consideration. All attempts in North America to legally control hours of work by limiting overtime have met with furious resistance from employers.

Problems with overtime for workers and unions

- Negative effects on health and safety
- Damage to family life, including increased separation/divorce rates
- Increased unemployment
- Co-workers not recalled from lay-off
- Wage demands undermined because workers rely on overtime income
- Regular wages or wage increases held down by employers to counteract the cost of overtime
- Demands for more vacations undermined when workers don't take their negotiated time off
- Negotiating shorter regular hours of work undermined because overtime means no real improvement in working hours
- Pressure from employers for reduced overtime premiums or longer regular hours of work in order to reduce the cost of overtime

There is another serious issue, outside of negotiations. Many employers have cut back the number of workers they employ, pushing up the level of overtime as a result, and increasing their labour costs. Overtime generally costs more than hiring workers at straight time, even taking account of the cost of benefits, vacations, etc. Refusing to hire more workers, employers have lobbied for legislative change as a solution. Since 2000, changes to the employment standards legislation in Ontario have allowed weekly hours to be averaged over a 4-week period. Workers can now work up to 60 hours a week without overtime pay, as long as they work only 20 hours another week to average the hours. British Columbia passed similar legislation in 2002.

The traditional approach of unions has been to press for premium pay for overtime and argue that this acts as a disincentive to employers to use overtime. Premium pay provides a compensation to workers for the additional hours worked, but does not act as a disincentive to employers. **It is clear that overtime pay does more to encourage members to work overtime than to discourage employers from using it. Controlling the amount of overtime worked has to be addressed directly.**

When unions negotiate wages, we do not accept that workers have the individual right to undercut the rate and work for less. When we negotiate pensions, we do not accept that workers can disadvantage themselves by individually deciding not to participate. The same should be true for hours of work. Negotiated weekly hours should be the hours worked. **Individual workers should not have the "right to choose" to work overtime, when it damages their health, allows employers unlimited flexibility, causes unemployment and keeps laid-off workers at home.**

Objective

Our goal should be to reduce overtime to a minimum in order to create jobs and provide time away from work for members. This means that overtime should be worked only in limited circumstances, such as real emergencies. As a start, contract language should prohibit the use of overtime in lay-off situations in order to protect our own members' jobs.

Sample Language

Defined limits on overtime, involving limiting each worker to a specified number of overtime hours per year.

We are not aware of any language of this type, although overtime limits are commonly negotiated by unions in Europe.

"No employee shall work more than 200 hours of overtime per year, except in an emergency situation. An emergency is a sudden or unusual occurrence that could not have been reasonably foreseen by the employer."

General commitment to keep overtime to a minimum and not use it to replace regular employment.

"The company will make every effort to keep overtime to a practicable minimum. Overtime shall be voluntary and will be distributed as equitably as possible."

(CEP Local 49N and NY Thermal Corporation, Sussex, New Brunswick)

"The parties recognize there are business, programming and operating requirements which necessitate overtime work being performed. The employer however will not require employees to work an excessive amount of overtime."

(CEP Locals 826M and 831M and Craig Broadcast Systems, Manitoba)

"While it is conceded that there may be situations where overtime is necessary, every reasonable effort will be made to avoid its use. In particular, overtime shall not be scheduled in such a way as to avoid or replace a regular full-time job. Where the union considers that overtime is being used in such a manner.... it may progress the question... to arbitration on an expedited basis."

(CAW and CN)

No overtime will be worked if laid-off workers are able and available to do the work.

"In the event that there are employees on layoff status, the Company shall first call laid off employees capable of performing the work for any available work that would otherwise be worked as overtime unless other arrangements are agreed to."

(CEP Local 63-O and Avesta-Polarit ABE, Brockville, Ontario)

"It is the intent of the parties that overtime shall not be worked while any employee is on lay off. However, in the event of a bona fide emergency or operational needs, overtime may be worked for that duration even while employees are on lay-off."

(CEP Local 55N and Moloney Electric Inc., Sackville, New Brunswick)

"There shall be no overtime worked in any operation while there are employees on layoff able and readily available to perform the required work."

(CUPE and Thunder Bay Public Library Board)

Overtime will be offered to part-time, temporary or call crew workers before regular full-time workers

"In production departments, it is understood that every effort will be made to call spares in at straight time rather than incur overtime."

(CEP Local 141 and Bowater Mersey Paper Co. Inc., Liverpool, Nova Scotia)

"The replacement procedure for absences of less than 15 work days and vacations, with the exception of the maintenance department (use step 3), and the shipping department (use step 1 and 3) shall be as follows:

- 1. Temporary workers shall be called first, in order of seniority;*
- 2. Casual workers;*
- 3. Overtime."*

(CEP Local 199 and OC Celfortec Inc., Valleyfield, Quebec)

Right to information on overtime

Sometimes the first step towards controlling overtime is knowing just how much is being worked and this can be negotiated.

"The company shall cause a record of all overtime to be kept. Such a record shall be made available to the CEP on request."

(CEP Local 2000 and Pacific Press, B.C.)

CONTROLLING OVERTIME WITH LOCAL BY-LAWS

Without negotiating hours of work with the employer, some of our locals have established controls on overtime through their by-laws. Other locals may want to know about this possibility and follow their example.

In 2003, faced with downsizing and increased overtime, CEP Local 39 passed by-laws to limit overtime, resulting in the creation of additional jobs. The first by-law, Article 4 quoted below, prohibits overtime during vacations, holidays, floaters and lieu days without prior approval by Executive officers. Shift workers at this mill, work four 12-hour shifts followed by 4 days off work. For the purposes of this by-law, their vacation is defined as 12 days, including the four shifts off work and the four days on each side of those shifts. This by-law does not prevent overtime from being offered to workers not on leave.

Article 4

“In order to protect the health and safety of our members and the right of the entire membership to enjoy the periods of rest, the vacation and the floater days we are entitled to under our Collective Agreement, the following rules are being adopted by this Local.

No member of Great Lakes Local 39 CEP shall work while on Floaters; Lieu Days; Vacation Days; Holidays, without prior approval by two (2) Executive Officers.

Any member of Great Lakes Local 39 CEP who violates this By-law will be fined by the Local the equivalent of the actual hours paid.”

The second By-law, Article 24 quoted below, prohibits overtime when any members of the local are laid off. Exceptions are made for breakdowns and unscheduled absences, but the Executive must give approval in such cases.

Article 24

“Section 1: At any time where members of Local 39 are laid off, no member shall work overtime unless overtime is caused by: breakdown, unscheduled absence, tardiness of others, which must be agreed to by the Executive of the Local.

Section 2: Anyone found in contravention of this By-law shall be subject to an assessment equal to the amount earned, payable to the Financial Secretary within a 14 day period from the date the assessment was imposed.”

OVERTIME – VOLUNTARY OR MANDATORY

In most parts of the country, workers do not have the legal right to refuse overtime. There are just two exceptions. In Saskatchewan, workers may refuse overtime after working 44 hours in a week. This means that after the standard 40 hour week in that province, workers may be required to work 4 hours of overtime, which amounts to 200 hours a year.

The other exception is Manitoba, where the law is more stringent and workers can legally refuse all overtime, with the exception of emergency situations. An emergency is defined as "any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the employer". While, like other employment standards provisions, this requirement is not always enforced, especially for non-unionized workers, it is a major advantage to unions in protecting members who do not want to work overtime. However, it should be noted that collective agreements can override this provision and there are examples of agreements, including CEP agreements, where employers have obtained mandatory overtime provisions.

Across the country, the right of employers to demand overtime is further reinforced by labour relations legislation. During the length of a collective agreement, any concerted refusal to work overtime has generally been interpreted as an illegal strike by labour relations boards. Unions therefore face this potential legal barrier in efforts to take collective action to reduce overtime.

In general, Canadian workers are obligated to work overtime, unless they are protected in a collective agreement, and most are not protected. **Just under one third of major collective agreements in Canada provide the right to refuse overtime, and only 10 percent provide an unconditional right to refuse.** Some collective agreements reinforce

employers' rights with a clause that makes overtime mandatory.

Voluntary overtime means having the right to refuse overtime, with the sole exception of emergency situations. An emergency is not understaffing, mismanagement or covering for vacations. Agreements that distribute overtime on a voluntary basis, but allow management to assign junior workers if there are insufficient volunteers, do not ensure that overtime is voluntary for all workers. If the collective agreement is silent on overtime, then overtime is mandatory, except in Manitoba.

Language on voluntary overtime is important because it gives the individual worker the right to refuse overtime. In some circumstances it may help in a more co-ordinated refusal of overtime. However, as long as there are sufficient volunteers, such language does nothing to limit the amount of overtime worked, which must be negotiated separately.

Objective

All overtime should be voluntary, except in real emergencies.

Sample Language

While there are many voluntary overtime clauses, they vary in strength and very often include qualifications and exceptions. The best language would make all overtime voluntary with the exception of emergencies, including a tight definition of what is and what is not an emergency.

"Overtime shall be performed on a voluntary basis."

(CEP Local 153 and Shermag Inc., St-François-de-Madawaska, New Brunswick)

"If an employee is requested to work in excess of eight hours in any one day or in excess of his scheduled work week hours in any one week, the employee has the right to come in or not to come in and no penalty can be imposed by the employer for the failure of the employee to come in. It is understood, however, that the Companies are entitled to look for reasonable co-operation from their employees."

(CEP Western Region pulp and paper standard contract)

TIME OFF IN LIEU OF OVERTIME PAY

Time off in lieu of overtime pay means that instead of receiving overtime pay or some part of overtime pay, the hours are banked and workers can take the time off at a later date. It is sometimes called banked time or vacation overtime. These arrangements are popular, since many like to have additional time away from work available when they need it. In major collective agreements across Canada, time off in lieu has become increasingly common, appearing in 41% of major agreements in 1998, up from 34% ten years earlier.

Apart from the personal advantages of getting more time away from work, time off in lieu has also been promoted as a way to create jobs. It's argued that when the time is taken instead of the pay, more jobs will be created to cover for the time off. A federal government task force in 1994 recommended that banked time in lieu of overtime pay be legislated as a job creation measure.

In reality, there is many a slip between banked time and job creation. First, there are often limits on how many overtime hours can be banked, so that only part of the overtime is subject to the time in lieu system, while the rest is regular paid overtime. Second, actually taking the time off at a later date may be difficult and usually management has to give approval. If the time cannot be taken within a specified period, it is paid out and therefore reverts to regular overtime with premium pay. Third, management may use the system to provide overtime in busy periods and time off in slow periods, so that no job creation takes place. **There is no necessary connection between time in lieu of overtime pay and job creation.**

Also of concern is that banked time acts as an additional incentive to work overtime. Those who are not attracted by the overtime premium may be prepared to work overtime for the additional time off. In a CEP survey of pulp and paper workers, well over one quarter (29%) said that they worked

overtime for the banked time off, rather than the additional money. One member explained,

"The reason I work overtime is for the time off. If they got rid of banked time, my overtime would go to nothing."

Banked time, then, may encourage more workers to work overtime, without creating any new jobs, and in some cases without even getting members the desired time off.

The advantages and disadvantages of banked time should be assessed with some caution. Most important, it should not be seen as a solution to the problem of overtime replacing jobs. Ideally, banked time off should be used in addition to some controls on overtime, not as a license to work lots of overtime in order to bank time off. The best way to control overtime is to negotiate direct limits.

Objective

Our first objective should be to reduce the amount of overtime to a minimum and time in lieu of overtime pay should not replace this goal. Banked time arrangements may offer members a desirable option, but if the goal is job creation then the impact of banked time needs to be carefully assessed.

Sample language

In this first example, overtime is paid at double time and, since all overtime hours can be banked without limit, members have accumulated as much as 600 hours of banked time. It is used with management approval, with regular vacations taking precedence. Members have the year in which the time was banked plus one more year to use the banked time, otherwise it is paid out.

"Vacation Overtime Provisions

(i) An employee working overtime for which such employee is entitled payment at the rate of double the regular wage rate shall elect to be compensated for such overtime in accordance with the following:

- (a) Such overtime be paid for at the overtime rate; or*
- (b) The option of receiving double time off in lieu of payment; or*
- (c) Any combination of (a) and (b) in one-half (1/2) hour increments*

(iv) V.O. time will be taken at a time mutually agreeable to the employee and the employee's manager. Time off will not be granted if it would directly result in more overtime. In the case of unexpected situations, scheduled V.O. time off may be cancelled and rescheduled.

(vi) An employee may request payment in full or in part for outstanding V.O. credits at any time...

(vii) An employee having outstanding V.O. credits banked at the end of the calendar year shall have until the last Saturday in April of the following year to use such credits. At that time, any employee having outstanding V.O. credits banked from the previous calendar year shall receive payment in full for all such banked time...

(viii) The scheduling of annual vacations shall take precedence over V.O. time...

(ix) In the summer vacation period, May 1 to October 31, individual vacation entitlement must be used prior to any individual V.O. being granted..."

(CEP Locals 1-S, 2-S, 3 and SaskTel, Saskatchewan)

Most language is far more limited than the example above. The following clause is at the other end of the spectrum, with workers able to bank only one hour for each hour of overtime, limited to the equivalent of one week in the bank and having to use it by December of each year.

"An employee working overtime may, at his or her request, work at one half (1/2) his or her rate and take the number of hours worked as paid leave at his or her rate. The maximum number of hours that an employee may thus accumulate is one (1) work week per year. With the foreperson's consent, the accumulated time may be taken by the day or by the week insofar as the choice does not interfere with another employee's choice of vacation or floating holiday. Assignment of this leave is subject to regulations and established limits for flexible leave, which take precedence over this clause. Time not taken shall be paid out on December 31 of each year."

(CEP Local 2995.98 and Max Meilleur et Fils Ltée, Ferme-Neuve, Quebec)

OVERTIME AND VACATIONS

Unions have negotiated important advances in vacation time, especially given the very limited legal right to only 2 or 3 weeks a year.

Vacations are negotiated to provide workers with time away from work, an extended period of time to rest, take a holiday, spend time with the family. As a side effect, vacations may also create work, especially where a certain number of workers are required and those away from work must be replaced. This effect is increased where an aging workforce means that vacations are commonly 6 weeks or more per year. Just nine workers each taking 6 weeks vacation creates a full year of time away from work.

Vacations are not negotiated as an additional opportunity to work overtime and yet some vacation arrangements encourage just that. Where collective agreements allow vacations to be taken one day at a time, it enables employers to replace that time with overtime, rather than hiring adequate staff to cover vacation time. This kind of flexibility is popular with employers, who lobbied successfully in Ontario to have employment standards legislation changed to allow vacations to be taken one day at a time.

In some work places vacations can be paid out, meaning that the time away from work is replaced with pay. This has negative effects for workers who do not get time away from work and also relieves the employer of the need to replace workers on vacation.

Another problem is vacation pay that is paid in a lump sum, unrelated to the time of the vacation. This means that workers can opt to receive their vacation pay at the start of the year, perhaps in May. But when they take their vacation later in the year, they are not paid. Faced with no pay for 3 to 6 weeks,

many opt to work overtime during their so-called vacation period.

Objective

Our objective should be to continue to increase vacation time and to ensure that our members take their negotiated time off.

Sample Language

All vacations must be taken as time off. No payouts.

"Vacations shall be scheduled from Saturday evening to Saturday evening... Vacations are compulsory."

(CEP Locals 137, 250 and Les Papiers Stadacona, Baie-Comeau, Quebec)

"Taking vacations is to be compulsory. Vacations cannot be accumulated but must be taken in the year when they are due."

(CEP Local 67 and St Mary's Paper Ltd, Sault Ste. Marie, Ontario)

Overtime should not be worked during vacations.

"Vacation pay will not be allowed for vacations not taken. In accepting vacation pay, each employee agrees that he will not engage in any gainful occupation during his scheduled vacation."

(CEP Locals 33, 34, 73 and E.B. Eddy Forest products Ltd., Hull/Ottawa, Quebec/Ontario)

Vacations to be taken at least one week at a time.

"A vacation period of one week or less may not be divided."

(CEP Local 143 and Goodyear Canada Inc., Valleyfield, Quebec)

Vacation leveling

At Local 84, in Thorold, Ontario a vacation-leveling scheme was negotiated with the employer in the early 1990s. At that time only 5 percent of vacation time was taken January to May, 45 percent from June to September and 50 percent from October to December. This meant that mill workers on the call crew were generally without work from January for several months.

In an effort to provide more steady work to the call crew, it was agreed that 30 percent of vacations would be taken January to May, 40 percent June to September and 30 percent October to December. The main shift has been from the end to the beginning of the year, with little change for the summer period.

Many members were taking vacation time at the end of the year just because it had not been taken earlier. The employer agreed that the majority of training would take place early in the year to increase the need for call crew workers from January to May.

Some locals have encouraged the spreading of vacations over the year by adding a premium for workers taking their vacations outside of the most popular summer period.

"Employees taking their vacation at times other than between June 1st and September 30th will receive a fifteen (15) percent premium on their vacation pay provided that any unused vacation taken outside of the above noted period does not fall during any scheduled shutdown for their department during the year."

(CEP Local 773-10 and IKO Industries Ltd., Calgary, Alberta.)

"Employees shall benefit from four (4) hours of additional pay at their regular rate for each week of vacation taken during the period beginning on the first Sunday after December 31 and ending on the Saturday of the week of April 30."

(CEP Locals 137, 250 and Les Papiers Stadacona ltée, Baie-Comeau, Quebec)

Statutory holidays and overtime

If overtime must be worked on statutory holidays, some locals have negotiated that another day will be taken off, as well as premium pay for the day worked.

"All work performed on statutory holidays shall be paid at double time. In such cases, in addition to being paid for overtime (double time), employees may take another paid day off within thirty (30) days."

(CEP Local 2995.98 and Max Meilleur et Fils Itée, Ferme-Neuve, Quebec)

OVERTIME AND PENSIONS

In some CEP agreements, overtime is included in the calculation of pension benefits instead of just the regular pay rate. There are three good reasons why pension plans should not include overtime in the calculation of pensions:

1. Including overtime in the pension calculation means inequality of access to pension benefits. Deciding to work overtime is an individual decision. For some members it may be impossible, because of family or health reasons, which means that they are excluded from this method of increasing their pension benefits.
2. Including overtime means that contributions may be paid without receiving benefits. Members may work overtime for periods of time and pay pension contributions on that income. However, if they are unable to work overtime in the later years that count towards the calculation of pension benefits, they will not receive the additional benefits.
3. It means that the more overtime that senior workers put in, the higher their pension benefits will be. It encourages overtime for older workers, at a time when health and physical well-being needs more, not less, protection. Since we know that long hours creates health problems, it means that they are working long hours to increase pension benefits that they will enjoy for a shorter period of time as a result of this pension system. With senior workers taking all available overtime, it is extremely difficult to create a culture at work in which overtime is unacceptable and job creation a priority.

Objective

We should negotiate that pension plans, like other benefits, are calculated on the regular wage rate, excluding overtime. Such a change in the pension plan can protect senior workers by timing the new arrangement so that it does not negatively impact those who have worked under the old system.

SHORTER REGULAR HOURS

Although it's common place to state that workers obtained the 40-hour week after World War II, for many it actually hasn't happened yet. **The legal situation is that over half of all Canadian workers live in jurisdictions that have not legislated a 40-hour standard work week - Ontario and Alberta are at 44 hours, while Nova Scotia and PEI are at 48 hours.**

These employment standards are legal minimums, but in the real world many are indeed working long hours. In 2000, according to Statistics Canada, one out of every five full-time workers (20%) worked longer than 40 hours a week as their usual, regular hours of work. Nor was this necessarily just one or two extra hours. In fact, more than one out of ten full-time workers (12%) put in 50 hours a week or more as their regular hours on the job. The CEP has a considerable number of collective agreements in which 42 hours and 45 hours are the usual weekly hours of work.

Reducing regular hours of work is often controversial because of the implications for pay. The CEP resolution calling for shorter hours of work does not say that shorter hours will be negotiated with no loss in pay. Shorter hours of work are a benefit to workers to be negotiated like any other. In negotiations, it may be appropriate to trade for it in the same way as increased wage rates, better pensions or any other improvement. There are situations in which workers are prepared to take less pay in order to get more time off, especially where pay rates are relatively high.

The CEP has negotiated different arrangements. When many energy workers moved from 40 to 37 1/3 hours in 1975, it was with no loss in pay. On the day that the change was implemented, the hourly rate was increased, so that there was no reduction in pay.

On the other hand, when Quebec pulp and paper workers moved to 37 1/3 hours, wages were not increased to compensate. However, since one additional worker had to be hired in entry level jobs for every 8 production workers already employed, many workers were promoted, getting an increased pay rate. Still, pay rates are negotiated for eastern Canada on an hourly basis, so workers in Quebec on 37 1/3 hours are paid less than their counterparts in Ontario and Atlantic Canada, who are still working 40 or 42 hours. It is important to note that mill workers in Quebec have no interest in changing their arrangement, preferring reduced work time to more pay.

Bell Canada is an interesting example. In 1994, 12,000 technicians moved from 38 hours to 36 hours a week, taking the cut in pay. They also moved to a 9-hour day and a 4-day week. Initially this was done reluctantly in order to avoid lay-offs and for just one year. The workers liked it so much, they didn't want to lose it. They discovered that the loss in pay was small given marginal tax rates, and felt that they were more than compensated with 3-day weekends. The employer felt very differently and cancelled the arrangement at the end of the year, despite strong efforts by the union to maintain it.

One clear reason for moving to shorter hours is during a lay-off situation. When severance and early retirement packages have been negotiated and workers will still lose their jobs, there is every reason to consider saving jobs with shorter hours. Where the lay-off is for a temporary period, CEP locals have negotiated participation in the EI program that covers part of the loss in pay from the reduced hours. Even when the lay-offs are permanent, locals may negotiate a "temporary" reduction in hours that will perhaps last several years, until natural attrition makes it possible to return to the longer hours. This was done by Local 11 for the mill workers in Masson, Quebec who have moved to 36 hours to save jobs. However, within a year it became apparent that these workers would never want to return to 40 hours a week, despite the reduction in pay. They take every Friday afternoon off work and have no interest in going back to the 5-day work week.

CEP experience tells us that workers are often reluctant to move to shorter hours, because of the implications for pay and uncertainty about a change in schedule. Our experience also indicates that the loss of pay is often less than expected given tax rates and felt to be more than worth the additional time gained. As a result, many workers who move to shorter hours would never go back, even those originally opposed to the change.

Objective

We should continue to negotiate shorter hours of work to give members more time away from work and to save and create jobs.

SHORTER REGULAR HOURS FOR DAY WORKERS

Day workers commonly work 8 hours a day Monday to Friday with weekends off work. They are usually most interested in getting more days away from work rather than reducing the work day. Often they are prepared to lengthen the work day in order to get longer weekends. Here are some examples negotiated by the CEP.

35 hours and 37 ½ hours per week, 5-4 schedule with 3-day weekends every second week.

At SaskTel, office workers on 35 hours and technicians on 37 ½ hours per week all work 5 days one week and 4 days the following week, giving them a long weekend every second week, with either Mondays or Fridays off work. This means that office staff works 7 hours and 47 minutes per day, while technicians work 8 hours and 20 minutes per day. The members are completely committed to their long weekends and any attempt by the employer to remove them would be an automatic strike issue.

37 ½ hours per week, 5-5-4 schedule with 3-day weekends every third week.

On this schedule two 40-hour weeks are followed by one 32-hour week to average 37 ½ hours per week. In the 32-hour week, the Friday is taken off work, dubbed Happy Fridays by Local 914 where this schedule was negotiated back in the 1970s. Again, these long weekends are extremely popular and viewed as a strike issue if ever management tried to withdraw them. This schedule has recently been negotiated by Local 76 for maintenance workers at the paper mill in Powell River.

38 hours per week, 4-day week, every Friday off work.

On this schedule the hours per day are longer to compensate for the 4-day work week. Maintenance workers at Local 777.06 work 4 days at 9 ½ hours Monday to Thursday and take every Friday off work. A small crew works Tuesday to Friday to provide skeleton coverage at the plant on Fridays. The company has proposed reverting to the 40-hour week and the response was "That's a strike issue."

36 hours a week, 4 ½ day week, every Friday afternoon off work.

On this schedule maintenance workers and other day workers work 8 hours a day Monday to Thursday and 4 hours on Friday morning. Each week the weekend starts at noon on Friday. At Local 11 this schedule was negotiated on a temporary basis in a threatened lay-off situation. It was anticipated that with natural attrition and retirement, the workers would revert to the 40-hour week and 40 hours pay after several years. It quickly became clear that, despite hesitation over moving to this schedule, the workers have no interest in returning to the longer work week.

SHORTER REGULAR HOURS FOR SHIFT WORKERS

For shift workers, moving to shorter hours has a dramatic impact on the work schedule and therefore may raise more anxiety about making such a change. At the same time, shift workers often have more to gain by a move to shorter hours and a new schedule. Shift workers have more health problems than day workers, as a result of night work and the disruption of sleeping and eating patterns. As well, family and social problems are common, resulting from work schedules that are out of sync with everyone else's life. Shorter hours open the possibility of working an improved shift schedule, with more weekends away from work and fewer night shifts. This has important implications for health and for family life.

Shift workers are often in work situations where absent workers must be replaced. This means that a reduction in work hours automatically entails job creation. In each location there are adjustments for specific situations, but in general a move from 42 hours to 37 1/3 hours a week, means that one new job is gained for every 8 workers in the plant. A move from 40 hours to 37 1/3 hours requires one additional position for every 9.2 workers already in the plant. The potential for job creation is significant.

Attached are five different shift schedules. The first is for shift workers on 8-hour shifts at $37 \frac{1}{3}$ hours per week. The following 4 schedules are for workers on 12-hour shifts, three for an average work week of $37 \frac{1}{3}$ hours and one for an average work week of 36.8 hours. In the CEP, many 12-hour shift workers, who still work 40 or 42 hours per week, work 4 shifts followed by 4 off. The attached schedules offer more days away from work, more weekends at home and three of them offer fewer shifts worked consecutively.

Schedule 1 – 8-hour shift, 37 1/3 hours per week

Shift	Week1	Week2	Week3	Week4
	SMTW TFS	SMTW TFS	SMTW TFS	SMTW TFS
12-8	1 1 1 1 1 1 5	5 5 2 2 2 2 2	2 3 3 3 3 3 3	4 4 4 4 4 4 1
4-12	3 3 3 4 4 4 4	4 4 1 1 1 1 1	1 5 5 5 2 2 2	2 2 2 3 3 3 3
8-4	2 2 2 2 2 2 3	3 3 3 3 3 4 4	4 4 4 4 1 1 1	1 1 1 5 5 5 2
OFF	4 4 4 3 3 3 1	1 1 4 4 4 3 3	3 1 1 1 4 4 4	3 3 3 1 1 1 4
OFF	5 5 5 2	2 2 5 5 5	2 2 2 5 5 5	2 2 2 5

Shift	Week5	Week6	Week7	Week8
	SMTW TFS	SMTW TFS	SMTW TFS	SMTW TFS
12-8	1 1 1 1 1 5 5	5 5 2 2 2 2 2	3 3 3 3 3 3 4	4 4 4 4 4 1 1
4-12	3 3 4 4 4 4 4	4 1 1 1 1 1 1	5 5 5 2 2 2 2	2 2 3 3 3 3 3
8-4	2 2 2 2 2 3 3	3 3 3 3 4 4 4	4 4 4 1 1 1 1	1 1 5 5 5 2 2
OFF	4 4 4 3 3 1 1	1 4 4 4 3 3 3	1 1 1 4 4 4 3	3 3 1 1 1 4 4
OFF	5 5 2 2	2 5 5 5 5	2 2 2 5 5 5	2 2 2 5 5

Shift	Week9	Week10	Week11	Week12
	SMTW TFS	SMTW TFS	SMTW TFS	SMTW TFS
12-8	1 1 1 1 5 5 5	2 2 2 2 2 2 3	3 3 3 3 3 4 4	4 4 4 4 1 1 1
4-12	3 4 4 4 4 4 4	1 1 1 1 1 1 5	5 5 2 2 2 2 2	2 3 3 3 3 3 3
8-4	2 2 2 2 3 3 3	3 3 3 4 4 4 4	4 4 1 1 1 1 1	1 5 5 5 2 2 2
OFF	4 3 3 3 1 1 1	4 4 4 3 3 3 1	1 1 4 4 4 3 3	3 1 1 1 4 4 4
OFF	5 2 2 2	5 5 5 2	2 2 5 5 5	2 2 5 5 5

Shift	Week13	Week14	Week15	Week16
	SMTW TFS	SMTW TFS	SMTW TFS	SMTW TFS
12-8	1 1 1 5 5 5 2	2 2 2 2 2 3 3	3 3 3 3 4 4 4	4 4 4 1 1 1 1
4-12	4 4 4 4 4 4 1	1 1 1 1 1 5 5	5 2 2 2 2 2 2	3 3 3 3 3 3 4
8-4	2 2 2 3 3 3 3	3 3 4 4 4 4 4	4 1 1 1 1 1 1	5 5 5 2 2 2 2
OFF	3 3 3 1 1 1 4	4 4 3 3 3 1 1	1 4 4 4 3 3 3	1 1 1 4 4 4 3
OFF	2 2 2 5	5 5 2 2	2 5 5 5	2 2 2 5 5 5

Shift	Week17	Week18	Week19	Week20
	SMTW TFS	SMTW TFS	SMTW TFS	SMTW TFS
12-8	1 1 5 5 2 2	2 2 2 2 3 3	3 3 3 4 4 4	4 4 1 1 1 1
4-12	4 4 4 4 1 1	1 1 1 1 5 5	2 2 2 2 2 3	3 3 3 3 4 4
8-4	2 2 3 3 3 3	3 4 4 4 4 4	1 1 1 1 1 5	5 5 2 2 2 2
OFF	3 3 1 1 1 4	4 3 3 3 1 1	4 4 4 3 3 1	1 1 4 4 4 3
OFF	2 2 2 5 5	5 2 2 2 2	5 5 5 2	2 2 5 5 5

Shift	Week21	Week22	Week23	Week24
	SMTW TFS	SMTW TFS	SMTW TFS	SMTW TFS
12-8	1 5 5 5 2 2	2 2 2 3 3 3	3 3 4 4 4 4	4 1 1 1 1 1
4-12	4 4 4 4 1 1	1 1 1 5 5 5	2 2 2 2 2 3	3 3 3 3 4 4
8-4	2 3 3 3 3 3	4 4 4 4 4 1	1 1 1 1 1 5	5 2 2 2 2 2
OFF	3 1 1 1 4 4	3 3 3 1 1 1	4 4 3 3 3 1	1 4 4 4 3 3
OFF	2 2 2 2 5 5	2 2 2 5	5 5 2 2	2 5 5 5

Shift	Week25	Week26	Week27
	SMTW TFS	SMTW TFS	SMTW TFS
12-8	5 5 5 2 2 2	2 2 3 3 3 3	3 4 4 4 4 4
4-12	3 3 3 3 4 4	1 1 5 5 5 2	2 2 2 2 3 3
8-4	4 4 4 1 1 1	4 4 4 4 4 1	1 1 1 1 5 5
OFF	1 1 1 4 4 4	3 3 1 1 1 4	4 3 3 3 1 1
OFF	2 2 2 5 5	2 2 2 5 5	2 2 2

NOTES

1-5 = workers

Shifts: 12 - 8 = 12 p.m. to 8 a.m.
 4 - 12 = 4 p.m. to 12 p.m.
 8 - 4 = 8 a.m. to 4 p.m.

OFF = off work

Hours: 37 1/3 hours average

Sequence: 6 12-8 shifts - 3 OFF - 6 4-12 shifts - 3 OFF
 - 6 8-4 shifts - 3 OFF

Working this schedule: Many locals in Québec

**Schedule 2 – 12-hour shifts,
37 1/3 hours per week**

Worker	Week 1	Week 2	Week 3	Week 4
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	X XX DDD X	X XX XNNN	X XX DDD X	X XX NNN X
2	DDD XXX X	X NN NXX X	DDD XXX X	NNN XXX D
3	X XX XXNN	N XX DDD D	X XX XNNN	X XX DDD X
4	X XN NNXX	X DD DXX X	X NN NXX X	D DD XXX X
5	N NX XXDD	D XX XXDD	N XX DDD D	X XX XXDN

Worker	Week 5	Week 6	Week 7	Week 8
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	X XD DDX X	X XX NNN X	X XD DDX X	X XN NNXX
2	DDX XXX X	NNN XXX D	DDX XXX N	N NX XXDD
3	X XX XNNN	X XX DDD X	X XX NNN X	X XD DDX X
4	X NN NXX X	D DD XXX X	NNN XXX D	D DX XXX X
5	N XX DDD D	X XX DDD N	X XX DDD X	X XX XDN N

Worker	Week 9	Week 10	Week 11	Week 12
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	X DD DXX X	X XN NNXX	X DD DXX X	X NN NXX X
2	D XX XXX N	N NX XXDD	D XX XXX N	N XX DDD D
3	X XX NNN X	X XD DDX X	X XN NNXX	X DD DXX X
4	NNN XXX D	D DX XXX N	N NX XXDD	D XX XXX N
5	X XX DDD X	X XX DDN X	X XD DDX X	X XX DNN X

Worker	Week 13	Week 14	Week 15	Week 16
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	DDDXXX	XNNXXX	DDDXXX	NNXXXD
2	XXXNNN	NXXDDD	XXXNNN	XXDDD
3	XNNNX	XDDXX	XNNNX	DDXXX
4	NNXXDD	DXXXNN	NXXDDD	XXXNNN
5	XDDXX	XDDNX	XDDXX	XDNXX

Worker	Week 17	Week 18	Week 19	Week 20
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	DDXXX	NNXXXD	DDXXXN	NNXXDD
2	XXXNNN	XXDDD	XXXNNX	XDDXX
3	XNNNX	DDXXX	NNXXXD	DDXXX
4	NXXDDD	XXXNNN	XXDDD	XXXNNN
5	XDDXX	XDNXX	DDXXX	XDNXX

Worker	Week 21	Week 22	Week 23	Week 24
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	DXXXXN	NNXXDD	DXXXNN	NXXDDD
2	XXXNNX	XDDXX	XNNNX	XDDXX
3	NNXXXD	DDXXXN	NNXXDD	DXXXXN
4	XXDDD	XXXNNX	XDDXX	XXXNNX
5	DDXXX	DNXXD	DDXXX	DNNXXD

Worker	Week 25	Week 26	Week 27
	MTWTFSS	MTWTFSS	MTWTFSS
1	XXXNNN	NXXDDD	XXXNNN
2	XNNNX	XDDXX	XNNNX
3	NNXXDD	DXXXNN	NXXDDD
4	XDDXX	XNNNX	XDDXX
5	DDXXXD	DNXXDD	DXXXXD

NOTES

D = Day work

N = Night work

X = Off work

Hours: 37 1/3 hours per week averaged over 27 weeks

Pay: 40 hours on average per week

Weekends: 11 weekends off work in 27 weeks

Organization of shifts: 3 consecutive shifts,
alternating 3 nights and 3 days

Sequence: 3D – 5X – 3N – 3X – 3D – 4X – 3N – 3X...
(over 27 weeks: 3 days off 15 times; 4 days off 6 times;
5 days off 7 times)

Working this schedule: Local 914, Sarnia, Ontario

**Schedule 3 – 12 hour shifts,
37 1/3 hours per week**

Worker	Week 1	Week 2	Week 3	Week 4
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	DDNNXXX	X XDDNNX	X XX XDDN	N XXXXXD
2	X XDDNNX	X XX XDDN	N XXX X X D	D NN XXX X
3	X XX XDDN	N XXXXXD	D NN XXX X	X DD NN X X
4	N XXXXXD	D NN XXX X	X DD NN X X	X XX DD NN
5*	D NN XXX X	X DD NN X X	X XX DD NN	X XX XX DD
6	X DD NN X X	X XX DD NN	X XX XX DD	N NX XXX X
7	X XX DD NN	X XX XX DD	N NX XXX X	D DN NN X X
8	X XX XX DD	N NX XXX X	D DN NN X X	X X D NN X
9	N NX XXX X	D DN NN X X	X X D NN X	X XX X DD N

Worker	Week 5	Week 6	Week 7	Week 8
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	D NN XXX X	X DD NN X X	X XX DD NN	X XX XX DD
2	X DD NN X X	X XX DD NN	X XX XX DD	N NX XXX X
3	X XX DD NN	X XX XX DD	N NX XXX X	D DN NN X X
4	X XX XX DD	N NX XXX X	D DN NN X X	X X D NN X
5*	N NX XXX X	D DN NN X X	X X D NN X	X XX X DD N
6	D DN NN X X	X X D NN X	X XX X DD N	N XX XXX D
7	X X D NN X	X XX X DD N	N XX XXX D	D NN XXX X
8	X XX X DD N	N XX XXX D	D NN XXX X	X DD NN X X
9	N XX XXX D	D NN XXX X	X DD NN X X	X XX DD NN

Worker	Week 9
	MTWTFSS
1	NNXXXXX
2	DDNNXXX
3	XXDDNNX
4	XXXDDN
5*	NXXXXD
6	DNNXXX
7	XXDDNNX
8	XXDDNN
9	XXXXDD

NOTES

D = Day work
N = Night work
X = Off work

*5: Works in two units, half on shifts in one unit,
half in the other

Hours: 37 1/3 hours per week averaged over 9 weeks

Pay: 40 hours on average per week

Weekends: 4 weekends off work in 9 weeks

Organization of shifts: 4 consecutive shifts, 2 days
followed by 2 nights

Sequence: 2D, 2N – 5X – 2D, 2N – 5X – 2D, 2N – 5X

Working this schedule: Local 76, Powell River,
British Columbia; Local 263, Dalhousie, New-Brunswick

**Schedule 4 – 12 hour shifts,
37 1/3 hours per week**

Worker	Week 1	Week 2	Week 3	Week 4
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	XDDXXNN	NXXDXXX	XNXDDD	XXNXXX
2	NXXDXXX	XNXDDD	XXNXXX	DDXXNNN
3	XNXDDD	XXNXXX	DDXXNNN	XXDXXX
4	XXNXXX	DDXXNNN	XXDXXX	NNXXXDD
5*	DDXXNNN	XXDXXX	NNXXXDD	XXNXDX
6	XXDXXX	NNXXXDD	XXNXDX	DDXXNNX
7	NNXXXDD	XXNSDX	DDXXNNX	XXDXXN
8	XXNXDX	DDXXNNX	XXDXXN	NXXDXXX
9	DDXXNNX	XXDXXN	NXXDXXX	XNXDDD

Worker	Week 5	Week 6	Week 7	Week 8
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	DDXXNNN	XXDXXX	NNXXXDD	XXNXDX
2	XXDXXX	NNXXXDD	XXNXDX	DDXXNNX
3	NNXXXDD	XXNXDX	DDXXNNX	XXDXXN
4	XXNXDX	DDXXNNX	XXDXXN	NXXDXXX
5*	DDXXNNX	XXDXXN	NXXDXXX	XNXDDD
6	XXDXXN	NXXDXXX	XNXDDD	XXNXXX
7	XXDXXN	XNXDDD	XXNXXX	DDXXNNN
8	XNXDDD	XXNXXX	DDXXNNN	XXDXXX
9	XXNXXX	DDXXNNN	XXDXXX	NNXXXDD

Worker	Week 9
	MTWTFSS
1	DXXNXX
2	XDDXXNN
3	NXXDXXX
4	XNXDDD
5*	XXNXXX
6	DDXXNNN
7	XXDDXXX
8	NNXXXDD
9	XXNXDXX

NOTES

D = Day work

N = Night work

X = Off work

*5: Works in two units, half of shifts in one unit,
half in the other

Hours: 37 1/3 hours per week averaged over 9 weeks

Pay: 40 hours on average per week

Weekends: 4 weekends off work in 9 weeks

Organization of shifts: maximum of 3 consecutive
shifts; most often only 1 or 2 shifts at a time

Sequence: 2D – 2X – 3N – 2X – 1D – 4X – 1N –
1X – 3D – 2X – 2N – 3X... (9-week sequence)

Schedule 5 – 12 hour shifts,
36.8 hours per week

Worker	Week 1	Week 2	Week 3	Week 4	Week 5
	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	X D XXX NN	X X DXX XX	NN XDD XX	XX NNN XX	D (D)(D)X XDD
2	D (D)(D)X XDD	X D XXX NN	X X DXX XX	NN XDD XX	XX NNN XX
3	XX NNN XX	D (D) (D) XDD	X D XXX NN	XX DXX XX	NN XDD XX
4	NN XDD XX	XX NNN XX	D (D)(D)X XDD	X D XXX NN	XX DXX XX
5	XX DXX XX	NN XDD XX	XX NNN XX	D (D)(D)X XDD	X D XXX NN

NOTES

D = Day work

N = Night work

X = Off work

(D) = day shift of 8 hours only, used for training, health and safety meetings, cleaning, maintenance days, etc.

Hours: 36.8 hours per week averaged over 5 weeks

Pay: 39.2 hours on average per week

Weekends: 3 weekends off work in 5 weeks

Organization of shifts: maximum of 3 consecutive shifts; two 8 hour shifts every 5 weeks

Sequence: 1D – 3X – 2N – 2X – 1D – 4X – 2N – 1X – 2D – 4X – 3N – 2X – 1D, 2(D) – 2X – 2D

Working this schedule: Local 11, Masson, Québec.

Resources and References

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