

on a weekend, it shall be deemed as a weekend worked for the purpose of this clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.

(e) The Employer agrees that there shall be no split shifts.

22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

22.05 The Employer shall make every reasonable effort to schedule an employee's shifts to allow for regular attendance at educational courses.

22.06 The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

FLEXIBLE HOURS

22.07 At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 18:00. This is subject to operational requirements.

COMPRESSED WORK WEEK

22.08 At the request of an employee, the Employer may agree to allow the employee to work hours from Monday to Friday inclusive which may vary from the standard daily 7.5 or 8 or weekly 37.5 or 40 hours as follows:

(a) Over a period of 14, 21 or 28 calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to two, three or four times the standard weekly hours.

(b) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours.

(c) A schedule of hours of work for the compressed work week will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this collective agreement.

(d) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.

- (e) This arrangement may be terminated at any time, by either the employee or the Employer with at least 14 days notice.
- (f) The Employer's agreement to permit an employee access to the compressed workweek shall not be unreasonably withheld.

EMPLOYEE SCHEDULED WORK

- 22.09
- (a) At the request of an employee, the Employer may allow employees to determine their own hours of work to meet operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours. Such requests shall not be unreasonably denied.
 - (b) Where these employees work more than the standard hours of work over a period of 28 calendar days, they shall be entitled to one compensatory hour off with pay for each extra hour worked. These employees must make every reasonable effort to schedule their hours to minimize extra hours worked.
 - (c) Compensatory hours must be taken at a time mutually agreeable to both the employee and the Employer. They must be used in the same fiscal year in which they are earned.
 - (d) At the end of the fiscal year, those accumulated compensatory hours which the employee has been unable to use will be liquidated in cash, at the normal hourly rate of pay, up to a maximum of 15 times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than 15 times the standard daily hours of work 7.5 or 8. There shall be no carryover of those hours from one fiscal year to the next.
 - (e) It is understood that Clause 22.09 is not intended to be used on an ad hoc basis to meet operational requirements or to avoid the payment of overtime to employees.
 - (f) Employees who are required by the Employer to work outside their varied hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 16.
 - (g) This arrangement may be terminated at any time by either the employee or the Employer with a minimum of 14 days notice.