IN THE MATTER OF AN ARBITRATION

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

The Union or PSAC

- and

INTERNATIONAL DEVELOPMENT RESEARCH CENTRE

The Employer or IDRC

PSAC POLICY GRIEVANCE NO. 2022-IDRC-001

re Telework Policy

BEFORE: Kathleen G. O'Neil, Arbitrator

For the Union: Emilie Taman, Counsel
Madiha Ahmed, Steward, PSAC Local 76000

For the Employer: Céline Delorme and Jean-Michel Richardson, Counsel
Geneviève Leguerrier, Vice President, Resources and Chief Financial Officer
Laura Griffin, Acting General Counsel, IDRC
Andrée Leduc, Manager, Employee, Labour Relations & Health and Safety, IDRC
Anne Marshall, People Solutions Coordinator – Employee, Labour Relations & Health and Safety, IDRC

A hearing was held by videoconference on February 5, 10 and 11, 2025

Decision

1. This decision deals with the union's policy grievance dated June 16, 2022 challenging the employer's telework policy on the basis that it is a blanket policy that is not justified by operational requirements. The employer disagrees. Outstanding individual grievances have been scheduled for future dates.

Background

2. The facts set out below, which are not in dispute in any material way, are based on the parties' agreed statement of facts and the evidence of three witnesses: For the union, Madina Ahmed, Senior Program Specialist, and for the employer, Geneviève Leguerrier, Vice President, Resources and Chief Financial Officer, and Andrée Leduc, Manager, Labour Relations and Health and Safey. The parties filed detailed will-say statements from each of them, supplemented by brief questioning in direct examination, and then cross-examination by opposing counsel.

3. The International Development Research Centre [IDRC] is a Crown corporation that funds research and innovation within and alongside developing regions. Its head office is in Ottawa, with regional offices in India, Jordan, Kenya, Senegal, and Uruguay. There are approximately 225 employees covered by the bargaining unit represented by the Public Service Alliance of Canada [PSAC] whose first collective agreement was signed in December 2018.

4. Prior to the conclusion of the collective agreement, telework was addressed through a detailed policy allowing occasional and regular telework arrangements, to be reviewed every six months. The collective agreement now includes the following provision relating to telework, the interpretation of which is the locus of the dispute before me:

> 39.08 Telework
>
> Telework is a voluntary flexible work arrangement which allows employees to work by electronic means at a site other than their designated work site and subject to operational requirements. Such requests shall not be unreasonably denied.

Also important to the consideration of this matter is Article 6, the Management Rights clause:

> 6 - Management Rights
>
> 6.01 Except as provided herein, the Centre shall continue to have all rights, power and authority to manage its operations and activities, and to direct the work force.

> 6.02 The Centre undertakes to exercise its managerial right and discretion in a fair and reasonable manner.

5. The employer had started working on a new version of the Telework Policy shortly before the onset of the COVID-19 pandemic in March 2020. Once the COVID-19 outbreak was declared to be a pandemic, IDRC required all employees to telework as a temporary and emergency measure. By the Fall of 2020, management revisited the telework policy, establishing a requirement to attend IDRC offices at a frequency of at least three full days per ten-day period, but it was not implemented until the IDRC's mandatory teleworking period ended in June, 2022. This translates to a norm of 7 permissible days of telework out of 10, and is the provision that is the focus of the grievance before me. The union alleges that IDRC failed to adhere to the collective agreement in the development and implementation of the remote work policy. It is referred to below as the 3/10 rule, and is found in section 9.6.4 of the Telework Policy which reads as follows:

> Telework employees must be in attendance at the Centre's offices regularly, at a frequency of a least three full days per 10-day period.

Exceptions to this frequency are dealt with in section 9.5.2 by of the policy, indicating that the People and Corporate Culture Division [PCC] reviews and approves any exceptions to this policy, as well as requests to telework outside the surrounding region or country of the designated workplace. It does not mention how requests for exceptions will be determined.

6. On December 15, 2022, the Treasury Board of Canada Secretariat [TBS] announced a direction for core federal employees to return to the office two to three days a week starting in early 2023. IDRC noted in a communication to its employees the next day that TBS was strongly recommending Crown corporations adopt this hybrid work model to bring fairness and equity across all federal workplaces. By September 9, 2024, deputy heads were required to see to it that all federal public servants in the core public administration work on-site a minimum of three days a week.

Witness Evidence

7. For the union, Ms. Ahmed testified that her job involves providing technical support for research projects, designing and reviewing research work, with the goal of improving people's lives in the countries abroad. She performs this work collaboratively, with colleagues and research teams in Canada and across the world. Her role relates mostly to Africa and Asia, with some involvement in work related to Latin America. Her meetings with colleagues are almost

always virtual, unless they are one-on-one with colleagues based in Ottawa. Otherwise, given the nature of her work, there is almost always one participant from another location attending virtually. She travels occasionally to regional offices and project sites.

8. It is not in dispute that even when an employee is in the office, they might be collaborating with someone not physically present in the office, or not in the same room with them, but at a desk elsewhere in the office, using a videoconferencing platform.

9. Ms. Ahmed prefers telework to attending physically at the office, because she finds that her work is less disrupted when she works from home. This is particularly true because of the many time zones involved in her work, which means that she is often meeting in the very early morning, late at night, or on weekends, when the meetings would not be at the office in any event. In the office, which has an open concept design, she is not able to have her meetings from her desk, because it would be disruptive to her colleagues seated nearby. She then has to find rooms for the meetings, and on occasion has not been able to find an available room.

10. As the pandemic was tapering off in 2022, Ms. Ahmed asked for full-time telework work, except when she needed to be present in person for meetings, due to the high risk of contracting covid and communicating it to family members. This request was denied because of the 3/10 rule, referred to as an operational requirement by labour relations manager Andrée Leduc. Ms. Ahmed felt that it should have been granted, as she promised no impact on her deliverables and feels that she is at least as effective working from home as in the office. As well, equipment and skill with electronic equipment have increased very significantly since the beginning of the pandemic, during which her job was satisfactorily performed completely virtually. She filed an individual grievance which remains pending, and is not dealt with in this decision.

11. As far as Ms. Ahmed knew, her manager was not involved in the process of considering her request other than referring her request to Ms. Leduc. The local union's understanding is that all requests for full-time telework are handled by the PCC division, which houses the employer's labour relations function. All letters they have seen refusing full-time telework, including Ms. Ahmed's, have been signed by Andrée Leduc as Manager, Employee, Labour Relations and Health & Safety.

12. Ms. Ahmed's evidence was that she and other employees who have requested telework arrangements have been asked to provide justification for their requests for telework and threatened with discipline if they do not comply. All employees who have reported to the local union have had their requests for telework beyond the 3/10 rule denied, unless there was an accommodation issue, such as for disability or family status. Where requests for full-time telework are resolved on the basis of accommodations, employees have been required to provide personal information about their medical condition or health, or their family circumstances or arrangements. These cases have been called "exceptions" or "special cases".

13. The local union's understanding is that IDRC is relying on its Telework Policy and the 3/10 rule as an operational requirement. It is the union's assertion that approval (or not) by PCC of telework outside the 3/10 rule is based on the rationale provided by the employee, rather than a case-by-case consideration by the requester's manager of the operational impact of approving the request.

14. Ms. Ahmed stated that when she is travelling for work or when working from outside of Canada while travelling for personal reasons, she continues to work at the same pace, or sometimes more intensely than when she is back in Ottawa. This has included working at a higher level, for example, acting as Team Leader during July 2024 when she was in Asia. While working outside of Canada, she is not required to provide personal details, and any work outside of her duty station is approved on the basis of whether she is continuing to meet job requirements, regardless of her location. However, this same flexibility is not afforded under the IDRC Telework Policy when seeking to telework from within Canada, where days at the office cannot be negotiated or discussed directly with the supervisor based on work requirements. In this respect, the employer mandated work teams to identify days when they would come into the office for collaboration and brainstorming.

15. On cross-examination, Ms. Ahmed acknowledged there could be some value to spontaneous contact in the office, but not to a point that would justify the 3/10 rule. She underlined that even if colleagues are in the office at the same time, she may not actually see them in person, as they may not be free when she is, and often meet virtually from their offices because of technological advantages such as automatically recorded meetings. There are scheduled group coffee meetings organized by her team leader on occasion, concerning which Ms. Ahmed expressed the view that they were perhaps not the best use of her time, adding that she trusts and admires her colleagues, whom she meets at other times. As well, there are

occasional all-teams meetings organized in a hybrid fashion, some in person, others attending remotely. She mentioned that there are always trade-offs; for instance, if she comes into the office, she would not do an early meeting with a colleague in another time zone that day.

16. When it was suggested to Ms. Ahmed on cross-examination that when her request for full-time telework was denied, other reasons were provided beyond the idea that the 3/10 rule was an operational requirement, she disagreed. She was of the view that the other things mentioned by management were functions she performed regardless of location, such as nurturing connections with colleagues and mentoring more junior staff. As well, she finds virtual meetings equally effective for functions such as orientation.

17. Employer counsel asked Ms. Ahmed about her travel to other countries, suggesting that this part of her work demonstrated that some functions were not able to be carried out remotely and meetings face to face were beneficial to her work for IDRC. Ms. Ahmed emphasized in her response that the relationships with the people she meets when she travels are ones that are developed and nurtured overtime, mostly remotely. When she travels, it is also an opportunity to see the project sites, not just the people involved. She only travels when it cannot be done otherwise, for something that requires the time and expense to travel. She underlined that travel is for as short a duration as possible with a packed itinerary, and follow-up occurs virtually afterwards. For example, a past trip has included meeting with teams she had not met with before, reviewing the projects, meeting with the Canadian consulate, introducing IDRC's programs, and attending a three-day event, that she had designed and for which she took the lead role.

18. The employer's first witness, Geneviève Leguerrier, Vice President and Chief Financial Officer, also serves as a member of the Centre Management Committee, which among other things, is responsible for the development of key policies and their implementation. She notes that full-time telework, implemented as a temporary and emergency measure only as a result of the pandemic, was never meant to be permanent at IDRC.

19. Prior to the pandemic, the norm in practice was for employees to be present in-person full-time at IDRC's offices, while telework was an exceptional arrangement. Skype was used by staff in the field and by overseas partners in other countries. Her recollection was that telework requests were rarely granted, and when they were, it was for a short duration, such as a half or full day per week, due to specific circumstances. Regular telework was even more rare and temporary, reserved for unique and extraordinary situations, or health accommodations.

20. When the employer revisited the Telework policy in the fall of 2020, prior to arriving at the 3/10 requirement, various aspects of the workplace experience were considered. Prominent among these was a perceived erosion of collaboration between Divisions in the organization and a loss of connection amongst colleagues. Ms. Leguerrier stated that many employees shared sentiments of isolation from their colleagues and missing in-person exchanges with each other. On the other hand, employees also appreciated being able to perform work that demanded concentration in the quiet of their homes, and the increased ability to manage work-life demands afforded by working remotely. As well, members of management reviewed literature on trends concerning hybrid work. Notable from this review were observations that a mix of home and office-based work could lead to better outcomes and that certain types of work activities such as coaching, training, counselling, bringing new employees on board, negotiating and making critical decisions, innovation, problem-solving and maintenance of workplace culture, were thought to be done much more effectively in person.

20. Ms. Leguerrier and the employer's second witness, Ms. Leduc, gave a number of operational reasons for the decision to establish the 3/10 requirement as the new office norm. For instance, physical presence in the office was determined to be justified in order to favour team development, collaboration, brainstorming, problem solving, networking and mentoring, important aspects of IDRC's work and culture. Also noted was the employer's policy on employee travel, which includes a contextual portion supporting travel outside Canada to meet with researchers and recipients of grants where remote solutions are not feasible. This policy includes the statement that "People learn and ideas are shared when people network, exchange and meet face-to-face..." Because of the cost, management asks for a justification of the value added by travel rather than virtual contact. IDRC is also committed to reducing greenhouse emissions, by being efficient with travel.

21. A higher in-person requirement of two full days per week [2/5] was considered by management as well, but IDRC ultimately selected the 3/10 level as it was considered to be a balanced and flexible approach to support work-life balance, employee mental health and recommendations of managers. Ms. Leduc underlined that all positions with the exception of a few, such as the facilities coordinator, can telework, and they are properly equipped to work electronically outside the office.

22. Ms. Leguerrier also noted that many Crown corporations have implemented a limit of 2 days telework per week, as a further basis for the employer's view that the 3/10 requirement

was generous and reasonable. Noting the federal government's requirement for three days a week in the office for its core public servants, Ms. Leguerrier mentioned that the lesser requirement of 3/10 would not necessarily apply indefinitely, if, for instance, the government directed Crown corporations to implement a similar standard.

23. As to requests for exceptions to the office norm of 3/10, Ms. Leduc, who was not involved in choosing the 3/10 level as the office norm, stated that she assesses each of them based on their own circumstances, in consultation with the requester's manager or director, including considering the requester's role and any information provided to support their request. This process was established to ensure consistency across the organization.

24. The employer makes a distinction between telework, used to mean an arrangement where an employee works from their home, close to the IDRC workplace, and remote work, used to refer to arrangements involving the employee working outside Ontario or Canada. Requests for remote work are also reviewed on a case-by-case basis, in collaboration with the responsible director.

25. Ms. Leduc noted that there have only been six employees whose request to telework more often than the 3/10 requirement were initially denied for operational reasons, several of them asking for full-time telework. Forty-five requests for exceptions to the 3/10 norm have been granted, 29 from members of PSAC's bargaining unit, including a high percentage of requests to approve full-time telework. Not all of these were related to accommodations on human rights grounds. Ms. Leduc said she had never received direction that a request for more telework than the 3/10 norm should be automatically denied. In cross-examination, she acknowledged that it was not operationally impossible to agree to full-time telework, as it was during the pandemic, but that it did have impacts in the workplace.

26. Ms. Leguerrier commented that although Ms. Ahmed, the union's witness, had a preference for full-time telework, other staff had expressed the need to break isolation and rebuild their social connections with colleagues. Although the numbers of people expressing this need were not documented, Ms. Leguerrier underlined that when concerns are expressed, management needs to take them seriously, even if not everyone shares the concern. As well, she noted that there were many meeting rooms, and that she was not aware that there was ever a day without any availability.

27. In cross-examination, in response to the suggestion by union counsel that there was no presumptive limit in the collective agreement, Ms. Leguerrier referred to the policy as where the limits were, and expressed her view that the matter at hand when the current language was negotiated was whether all employees were to be allowed to telework, in contrast to the previous practice in which some positions were not allowed to telework.

28. Ms. Leguerrier's evidence was that in the spring of 2024, the employer partnered with Telus Health to do a survey on employee well-being. Thirty per-cent of respondents reported often feeling alone. The employer viewed this in the context of negative mental health effects due to the combination of the pandemic and geopolitical tensions, reported by Telus in October 2024 from a wider perspective, and maintains that it further supports the importance of in-person contact.

Positions of the Parties

29. The Union alleges that the Employer violated Articles 6.02, the management rights clause, and Article 39.08 of the collective agreement, set out above, by adopting a Telework Policy that is inconsistent with Article 39.08. In that regard, the Union maintains that the Telework Policy's section 9.6.4, which provides that all employees must attend the office regularly, at a frequency of at least three full days per 10-day period, is not justified by operational requirements, and is therefore in violation of the collective agreement. The Union is not challenging the other provisions of the Telework Policy and agrees that it was consulted prior to the implementation of the rule.

30. To assess this issue, the Parties agree that the appropriate framework for analysis is the one established in the oft-cited decision *Lumber & Sawmill Workers' Union, Local 2537 v. KVP Co.*, 1965 CanLII 1009 (ON LA); 1965 CarswellOnt 618 [*KVP]*. The *KVP* test requires that a unilaterally imposed policy or rule satisfy the following criteria:

a. It must not be inconsistent with the collective agreement.
b. It must not be unreasonable.
c. It must be clear and unequivocal.
d. It must be brought to the attention of employees affected before the company can act on it.
e. The employee concerned must have been notified that a breach of such rule could result in his discharge if the rule is used as a foundation for discharge.
f. Such rule should have been consistently enforced by the company from the time it was introduced.

31. Further, the Parties agree that the only dispute between them in this case is whether the 3/10 rule satisfies the first two criteria – consistency with the collective agreement, and reasonableness.

32. I have considered all of the jurisprudence referred to by the parties, and set out in Appendix A, and will discuss the most pertinent ones below.

33. A summary of the parties' submissions follows.

34. For the union, counsel submits that the 3/10 rule is inconsistent with the collective agreement and unreasonable, principally because the employer's discretion has been fettered by making a unilateral blanket policy, which does not consider the operational requirements of the specific job in question. As remedy, the union seeks a finding that the portion of the policy establishing the 3/10 rule is invalid as inconsistent with the collective agreement and/or unreasonable.

35. The union interprets Article 39.08 of the collective agreement as codifying the right to telework subject only to operational requirements. It is the union's view that by imposing a mandatory policy limiting the number of days an employee can be out of the office, the employer has added a limit which is not found in the collective agreement, as well as a burden on employees to justify a request to telework. As the collective agreement is silent about the amount of telework, the union urges a finding that there is no limit on what the employee can request or on what the employer may approve. By fettering its discretion to consider requests for telework that are in excess of the 3/10 rule, the employer has imposed a policy that is inconsistent with the collective agreement, in the union's view, and it is not saved by the employer's claim to flexibility.

36. Further, the union sees the specific policy implemented as unreasonable, and essentially arbitrary, as it unilaterally imposes limits other than operational requirements, without a firm objective basis. Counsel for the union characterized the considerations underlying the employer's policy as vague concerns based on anecdotal evidence. The union sees the 3/10 rule as an expression of employer preference, rather than a true operational requirement based on a rigorous analysis of operational need. The union submits that if there were well-founded concerns, they ought to have been pursued at bargaining rather than through a blanket unilateral policy. Reliance is placed on *Providence Continuing Care and OPSEU*, 2007 CanLII 1827 (ONLA) for the idea that the term operational requirement must mean something more than anything the employer wishes to impose, if the term is to retain any real meaning.

37. As to the literature consulted by the employer, and relied on to justify the policy as based on operational requirements, the union notes that much of it was published after the policy was established, and that it did not take account of the significant progress in remote communication and telework made during the pandemic. Further, the union criticizes the quality and relevance of some of it.

38. The union's concern with the policy is that it is prescriptive, providing that an employee must be in the office at a frequency of at least 3 full days in a 10-day period. Importantly in the union's view, other than identifying PCC as the division tasked with exceptions, the policy provides nothing about how exceptions are to be granted, so that there is no transparency in the policy as to how the manager is to exercise the discretion. Referring to the findings in the *KVP* decision itself, cited above, union counsel urged a focus on the effect of the rule as written, rather than any "clemency granted as grace" as an exception.

39. Although the union is not asking for full-time telework, as was the norm at the height of the pandemic, it points to the pandemic experience as instructive as to the viability of telework for this employer. In the union's view, the accumulated learning from the pandemic experience indicates that the organization can operate perfectly well with full telework, so that the 3/10 rule is not a true operational requirement. Even if one accepts that telework has some detrimental effect on the employer's concerns, the union argues that it does not mean the mandatory policy is saved, as it is not a true operational requirement. The union also points to the fact that the employer considered other possibilities for the office standard of telework to further support its contention that the 3/10 is a policy preference, and given that it limits discretion beyond what is operationally required, it violates the collective agreement and should not be allowed to stand.

40. Union counsel submits that a further aspect of the policy's unreasonable nature is the unreasonable burden Imposed on employees to establish a need for accommodation or exemption on an individual basis, when the only condition in the collective agreement is operational requirements. Further, the fact that the assessment of the reasons is done through human resources, rather than by the manager who could determine if there were actual operational or other impediments to approving the request, results that are based on something other than operational requirements are more likely.

41. Reliance is placed on case law such as *Trillium Health Partners and CUPE, Local 5180*, 2017 CanLII 71069 (ONLA) for the proposition that an employer cannot impose a new limit not agreed to in the collective agreement, and *Roffey et. al. and The Crown in Right of Ontario (Ministry of Children, Community and Social Services)*, 2024 CanLII 8294 (ONGSB) for the finding that each request must be individually assessed on its merits.

42. Although counsel acknowledges that in the context of this policy grievance, individual requests are not being dealt with, the union maintains that the policy's blanket mandatory requirement of attendance 3 out of 10 days would lead to unreasonable denials, supporting the union's argument that that the policy itself is unreasonable, citing *Saskatchewan Telecommunications and UNIFOR, Local 1-S, 2023* CanLII 25367 (SK LA) in support. There ought to be employee-specific consideration of each request, according to real operational requirements, rather than made in reference to an arbitrary limit, in the union's view.

43. By contrast, employer counsel defends the policy as reasonable and not inconsistent with the language of the collective agreement. The employer relies on its management right to determine where employees work, and whether they do so remotely, subject to the provisions of the collective agreement, and reasonable policy provisions.

44. Starting with the wording of Article 39.08, the employer submits that the clause is dealing with whether employees are allowed to telework or not, not how many days or hours they may perform telework. Based on this interpretation, and emphasizing the verb "allow" in its ordinary meaning, the employer maintains that the policy is consistent with the collective agreement on its face, because it allows all positions to telework subject to operational requirements. Counsel for the employer submits that this consistency is reflected in the opening section of the policy, section 9.1, which provides that the IDRC offers the opportunity to telework to all its employees in order to support a better work-life balance, flexible work schedules and autonomy in carrying out their work while contributing to the attainment of organizational goals.

45. Counsel for the employer invites an interpretation of the clause which focuses on the wording providing that requests for telework will not be unreasonably denied, rather than establishing any right to any specific amount of telework. In the employer's view, the request that shall not be denied is the right to telework at all. The employer submits that the union's interpretation would read into the language that full-time telework is guaranteed, which is not what the parties bargained. The employer is of the view that the wording of the collective

agreement does not limit the employer's ability to set a workplace attendance level, such as the 3/10 rule.

46. Further, the employer relies on jurisprudence confirming the right to determine where work is done, unless there is clear and unambiguous language in the collective agreement to find otherwise. Moreover, counsel submits that the more recent arbitral jurisprudence, which takes into account the pandemic experience, supports the idea that an employer can adopt an office norm concerning the number of days of required presence in the office, as long as it does not conflict with the collective agreement, and that there is no free-standing right to work from home.

47. Cases relied on in this respect include *Downtown Eastside Residents' Assn. v. C.U.P.E.*, Local 1004, 2008 CarswellBC 2389, *Alectra Utilities Corporation v. Power Workers' Union, 2022* CanLII 50548 (ON LA) and *Ottawa (City) v. Ottawa-Carleton Public Employees' Union, Local 503*, 2024 CanLII 67071 (ON LA).

48. Employer counsel refers to the evidence that telework was exceptional prior to the pandemic and the norm was to attend work in the office as the context in which the collective agreement language was negotiated. Further, the guidelines for telework which were in place prior to the first collective agreement continued to be applied after the first collective agreement was ratified, when there was the prior in-office norm, which the employer describes as having now been replaced by a new norm, i.e., the 3/10 rule.

49. Counsel for the employer notes that there is no dispute that full-time telework during the worst of the pandemic was an emergency measure and was never meant to be permanent. By the summer of 2020, while IDRC continued to monitor the pandemic and health advice, the new office norm became 3/10, after serious consideration was given to the needs of the workplace.

50. As its second argument, if the finding is that Article 39.08 applies where employees who have already been allowed to telework request an increase in the amount of telework, the employer maintains that the telework policy is not inconsistent with the collective agreement because it is essentially an office standard set in accordance with its management rights, but which expressly allows for exceptions. Further, the evidence is that any individual request is reviewed and assessed by the PCC division, on the employee's own circumstances, including their role and reasons for the request, in consultation with the manager or director. Employer counsel submits that this is borne out by the evidence of the significant number of exceptions

already granted, and which are not limited to accommodations on human rights grounds. Thus, it is not a blanket policy as alleged by the union, in the employer's submission. In this respect, counsel for the employer argues that the case is distinguishable from the *Roffey* decision, cited above, where it was found that discretion had effectively been removed from the consideration of exceptions. The evidence in this case is that there was no direction that requests be automatically denied.

51. In the further alternative, the employer argues that the 3/10 rule is not inconsistent with the collective agreement because the language expressly makes telework subject to operational requirements. It is the employer's position that its policy represents an important operational requirement, which was not arrived at arbitrarily, as various operational requirements underly it and it was informed by the experience in the pandemic during the period of mandatory telework. Specifically, the employer noted increased isolation and reduced collaboration flowing from the lack of exchanges in person during the pandemic period of mandatory telework.

52. Counsel for the employer underlines that the IDRC is an organization with a statutory mandate in s. 4 of the International Development Research Centre Act, which include objectives such as fostering cooperation in research on development problems between the developed and developing regions of the world. Management finds in-person connection to be key to the delivery of this mandate, emphasizing innovation and collaboration to initiate and maintain development projects. As part of this emphasis on collaboration, employees travel internationally to help to establish connection, and the Centre's Ottawa office space is designed to offer spaces which facilitate collaboration.

53. Noting that management had considered establishing a 2/5 day rule prior to settling on the 3/10 rule, counsel submits that the current policy sets a generous minimum, with the ability to be flexible, ensuring that the portions of the work that are more effectively done in person are not compromised. In the employer's view, the standard represents a minimal amount of in-person attendance which prevents erosion of the desired collaborative nature of the organizational culture.

54. As well, employer counsel submits that there has not been an independent violation of 6.02, the management rights clause, and that arbitrators have shown considerable deference to management's exercise of discretion. Counsel emphasizes that it is not the role of an arbitrator to overrule management's exercise of its rights if it is not unreasonable, as found in decisions

such as *United Steelworkers of America, Local 9165 v. Teck-Corona Operating Corporation (David Bell Mine),* 2003 CanLII 52659 (ON LA).

55. Responding to the union's suggestion that the pandemic experience provided the information that full-time telework is viable, the employer responds that management should not be forced to continue to do things in the manner they were forced to do during the pandemic, relying on Arbitrator Goodfellow's decision in *Central West Local Health Integration Network v. Canadian Union of Public Employees, Local 966, 2023 CanLII 58388 (ON LA)* in this respect. Further, employer counsel emphasizes that the evidence that there was a real loss of connection and erosion of collaboration was not refuted.

56. As to the union's issue with the requirement for the employee to establish the reasons for the request, employer counsel notes that the policy in effect at the time the collective agreement was negotiated required a rationale as the first element of an application for telework, so that is not new and is part of the context in which the collective agreement was negotiated. Counsel observes that if any employee believes that the application of the policy is unreasonable, that issue is properly the subject of an individual grievance.

57. In reply argument, union counsel emphasized its opposition to the numerical limit in the policy, and the basis of the policy, particularly as it is subject to change. As well, counsel emphasizes that the previous policy about telework did not focus on the rationale for the employee's request, but on the viability of the proposed work arrangement. In terms of the employer's reference to a job description in respect of Ms. Ahmed's application for full-time telework, the union cautions against basing assessments just on the job description, rather than an individualized assessment of the requestor's work.

58. Perhaps most centrally, the union focused on the employer's position that exceptions would be considered, essentially putting the situation in the hands of the grace of the employer. It is the union's position that the issue should be dealt with at the bargaining table, rather than being implemented through policy.

59. I have carefully considered all of the authorities referred to in argument, listed in Appendix A to this decision, and will discuss them as necessary below.

Conclusions

60. The Parties have agreed that the sole issue before me is whether section 9.6.4 of the Telework Policy, providing that "Telework employees must be in attendance at the Centre's offices regularly, at a frequency of at least three full days per 10-day period" – violates Article 39.08 and/or Article 6.02 of the collective agreement. Article 6.02 is the portion of the management rights clause which provides for consistency with other provisions of the collective agreement, and that the employer's rights and discretion will be exercised in a fair and reasonable manner.

61. To start with the interpretation of the wording of Article 39.08, which is where the dispute is centred, it is uncontroversial that arbitrators are to interpret the wording of a collective agreement in a manner that gives the words used their plain and ordinary meaning in a labour relations context, and not to infer or read in additional wording, except in very limited circumstances, such as to prevent absurdity or inconsistency with a statute, none of which are present here.

62. The first sentence of Article 39.08 tells us what the parties mean by telework:

> Telework is a voluntary flexible work arrangement which allows employees to work by electronic means at a site other than their designated work site and subject to operational requirements.

The second sentence records the parties' agreement that such requests shall not be unreasonably denied. The parties have not negotiated specific amounts or arrangements for telework in this language. They have found it sufficient to define what telework is, make it subject to operational requirements, and agree that requests for telework will not be unreasonably denied.

63. We are here concerned with a policy grievance, rather than the treatment of any specific request and whether it has been, or might be, unreasonably denied. In this context, I have taken the evidence of Ms. Ahmed's individual circumstances and preferences into account as contextual evidence for the purposes of this policy grievance, and not as an advance consideration of her individual grievance. Further, in applying the case law to the policy issue before me, I have been mindful to distinguish the portions applicable to the considerations of the individual grievors in those cases, from those applicable to the policy issue.

64. Is the policy provision that employees must be in attendance at the office 3/10 days, in conflict with the above collective agreement language? The union says it is, relying on case law which has found blanket policies without individual consideration of requests to amount to impermissible fettering of discretion of the type found in Article 39.08, providing that requests will not be unreasonably denied.

65. Two of those cases are of particular interest: *Roffey* and *Trillium*, cited above. In *Roffey*, relied on by both counsel, albeit for different points, Arbitrator Anderson considered language concerning Alternate Work Arrangements, which included telework. Similar to the language here in issue, those parties articulated what was meant by alternate work arrangements, but did not include any provision as to quantity of telework. Requests were to be considered by the employee's manager in good faith, together with operational viability. The grievance focused on guidelines relating to telework, which specified that telework days would not exceed a set number of days, forming a new post-pandemic office standard. Similar to the union's argument before me, the grievance in that case alleged that the limit was essentially an absolute rule, usurping the local managers' discretion, and thus contrary to the open-ended language in the collective agreement. The issue was the extent to which the collective agreement limited the employer's right to set guidelines for the exercise of managerial discretion. The decision distinguished between directions, i.e. office standards which remove discretion, and guidelines, i.e., norms which do not remove discretion. The conclusion reached was that management could be directive in allowing requests up to the office standard, but, given the collective agreement language, was not permitted to remove the manager's obligation to consider requests which went beyond the office standard. The remedy was an order that the employer advise its managers to consider requests in excess of the office standard in good faith, in line with the language of the applicable collective agreement.

66. As for *Trillium*, a pre-pandemic decision, Arbitrator Skolnick was considering a grievance contesting a limit imposed by the employer on the number of shift exchanges, in the face of collective agreement language which did not provide a numerical limit. Rather, it provided that such requests would be considered by the department head, and that approval would not be unreasonably withheld. Similar to the later *Roffey* decision, the decision focused on the need for individual requests to be considered in good faith, as contemplated by the collective agreement. Of particular note in that case was that the collective agreement articulated other

conditions under which requests could be eligible for approval, such as mutual agreement with another employee and no resulting overtime costs, as well as that the department head would consider the request. In that context, the new limit was seen as an extra condition, which had not been bargained, especially as department heads were not the ones considering the requests, and thus the process was in conflict with the collective agreement. In these circumstances, the fact that there was the possibility of exceptions was not enough to save the policy.

67. I find the structure of the collective agreement in the *Roffey* decision, with which I agree, to be most like that of the one here in question, and thus the decision provides guidance here. Similar to the language in that case, I find that the first portion of Article 39.08, on its own, does not provide an enforceable obligation; it is basically a definition. It is the second sentence: "Such requests shall not be unreasonably denied", which provides the enforceable obligation.

68. The employer asserts that "such requests" means requests to telework at all, while the union says that interpretation would deprive the language of its meaning. I find that the ordinary meaning of "such requests" means any request for telework, no matter the quantity, and no matter whether the requester is already working some telework. Although the employer's interpretation is available grammatically, I am not persuaded that is the best interpretation, given the lack of language in the collective agreement limiting the definition of requests in that way. This is especially true in the context of the extensive level of detail agreed to in respect of numbers of hours of work, and other details found in the rest of Article 39, set out in the appendix, in reference to other aspects of hours of work and scheduling. Moreover, the more effective limiting language, both in Article 6.02 and Article 39.08, refers to reasonableness.

69. I have also considered the union's argument that the 3/10 rule amounts to an additional condition on teleworking that the parties did not bargain, and that in keeping with the Skolnick *Trillium* decision, and its sequel, authored by Arbitrator Fishbein, cited in the Appendix, I should invalidate the policy on that basis. Although I do not disagree with the findings in those decisions, I am of the view that they are distinguishable on the basis of the collective agreement language in question. The language in that collective agreement articulated a number of pre-conditions to an eligible request, as well as a requirement that a specific level of management consider the request. In that context, the numerical limit articulated in a unilateral policy, does appear as an additional, unbargained, condition. In the language here in dispute, there is neither any specification as to conditions or numerical levels in the definition of telework, nor a

specific level of management who is to consider the request. I find this to be an important difference, which aligns the facts and language of this case more closely with *Roffey* than the *Trillium* decisions. In the result, I do not find that the 3/10 rule is in conflict with the language of the collective agreement on its face.

70. Another aspect of the issue of compliance with the collective agreement is the reservation in Article 6.01 to the employer of all rights to manage its operations and activities, subject to other portions of the collective agreement, and the reasonable exercise thereof. As in jurisprudence such as *Roffey* and *Central West Local Health Integration Network*, cited above, among others, I find that such a broad management rights clause allows the employer to direct where and when work is to be done, including the setting of a numerical office attendance standard, unless the collective agreement provides limits thereon.

71. Accordingly, to answer the first question put to me by the parties, I am not of the view that the language of the policy is in conflict with the wording of the collective agreement. The enforceable portion of article 39.08 is that requests will not be unreasonably denied. The policy provides for the consideration of requests for telework beyond the 3/10 standard, and so is in compliance with the wording of the collective agreement in that respect.

72. Turning then to the remaining question, is the disputed policy provision unreasonable, amounting to a blanket policy, depriving employees of the consideration of their requests afforded by Article 39.08, i.e. that they will not be unreasonably denied? The mandatory language of section 9.6.4 of the policy is of concern in this respect as it does read as a blanket rule, in its use of the wording that employees must be in attendance at a frequency of 3/10 days. Nonetheless, the policy also provides for the consideration of exemptions.

73. Unlike in *Roffey*, I find the evidence convincing that management has been and intends to continue considering requests for departures from the 3/10 rule, and that in this respect, the provision for exemptions in the policy does allow for the exercise of the discretion in consideration of requests afforded by Article 39.08. Whether or not the discretion is exercised in a reasonable manner is a question for the individual grievances. I am not persuaded that the existence of the 3/10 rule is so likely to lead to unreasonable results that it should be invalidated on that basis, as argued by the union at one point in submissions.

74. Further, I am not persuaded by the union's argument that it is unreasonable that PCC, rather than an employee's more direct supervisor, is responsible for deciding on requests for

telework. Unlike the language in the *Trillium* decision, the collective agreement language here in issue does not give any guidance or requirement as to which person or position in management must be involved in the decision to accept or deny a request for telework. Rather, the parties have used the passive voice, in the phrase "requests shall not be unreasonably denied" without describing the process further. Given that the collective agreement does not comment on the mechanism for review of telework request, there would have to be some other basis for me to find that the employer's centralization of the process was unreasonable. However, the evidence did not persuade me that it was unreasonable to centralize the oversight of the application of the policy, with an eye to consistent application. If, in the application of the policy to an individual request, the centralization results in inadequate consideration of the operational requirements relevant to the requester's work, that would be problematic. As further discussed in many of the cases, it is essential that the consideration of the request include consideration of the specific job in question. In this regard, it is important that the evidence from the employer was that the decisions are made in consultation with the requester's local manager.

75. Underlying the union's argument was the idea that, given the language "subject to operational requirements", in the first part of the collective agreement, only operational requirements particular to the requester's job should be part of the consideration of an employee's request, essentially that any other consideration would amount to an irrelevant consideration. The idea that the language implies an exclusion of other considerations must be seen in the light of the general jurisprudence on the exercise of discretion. Both parties referred to cases such as *Roffey* which relied on the oft-cited list of criteria for assessing the exercise of discretion in any particular case, as follows:

> 1. The decision must be made in good faith and without discrimination
>
> 2. It must be a genuine exercise of discretionary power, as opposed to rigid policy adherence.
>
> 3. Consideration must be given to the merits of the individual application under review.
>
> 4. All relevant facts must be considered and conversely irrelevant consideration must be rejected.

76. I am not persuaded, in the context of a policy grievance, rather than dealing with a question of specific application of the policy to an individual case, that it is appropriate to declare

in advance that all considerations other than “operational requirements” are necessarily irrelevant to the consideration of a request for telework. I appreciate that this argument was made by the union partly out of concern that requesters were put in a position of providing information or reasons that individuals might find intrusive, and unrelated to the question of whether there were operational requirements for denying the request for telework. It is my view that the generally accepted idea that employers are to consider the merits of a request is better served if all relevant circumstances are taken into account, rather than circumscribing that consideration to only considerations that are properly considered operational requirements, especially as there is often a disagreement as to what amounts to an operational requirement. Nonetheless, the operational impact of approving, or denying, the request, will necessarily be a central consideration. Further, it appears to me that whether or not the rationale for the application for telework beyond the 3/10 norm, given by a requester, involves reasons other than the operational viability of the request is, at least initially, in the control of the requester.

77. Inextricably intertwined with the above consideration is the parties’ dispute over what constitutes an operational requirement, and in particular whether the 3/10 rule can be justified as one. One of the employer’s alternative arguments is that the rule itself constitutes an operational requirement, grounded in concerns about furthering a collaborative culture, and reducing employee isolation. As noted above, the union sees the 3/10 rule as employer preference, rather than a true operational requirement. Further, it finds the basis for the employer’s selection of the 3/10 rule inadequate, not based on sufficiently rigorous or objective criteria. As well, the union resists the idea that organization-wide operational requirements should outweigh considerations specific to the requester’s own job. I have considered these divergent views in the context of the authorities referred to by the parties.

78. In *Providence*, cited above, Arbitrator Nairn discussed the meaning of the term “operational requirements” in the context of a dispute over the application of a fixed shift to employees who had previously enjoyed flexible start and end times. Although the application of the term in an individual grievance will have a different focus and balancing process, the comments are nonetheless germane here, in holding that an operational requirement is something more than a simple employer preference, or operational constraint. In that case, the language of the collective agreement defined flex-time as intended to accommodate individual preferences and needs of employees, while at the same time ensuring the efficient operation of the employer’ services, and requests were not to be unreasonably denied. In that context, what was required in the consideration of a request was a balancing exercise between employees’

preferences and the employer's interest in an efficient operation. The decision found that the employer must give a legitimate, substantive and open-minded consideration to the request, measured against an objective standard of reasonableness. it was additionally held that holding employees to a standard of establishing "exceptional" need in order to obtain agreement amounted to impermissible fettering of discretion.

79. To similar effect, is *Saskatchewan Telecommunications*, cited above, also a case dealing with a number of individual applications for telework, rather than a policy grievance. Although the applicable Memorandum of Agreement in that case did not refer to operational requirements, the disputed requests for telework were denied on the basis of reasons related to the employer's concerns, some of which were very similar to those mentioned as operational requirements in this case. These included office culture, collaboration and the interaction between experienced and less experienced employees. As the union notes, one of the main principles Arbitrator Ponak extracted from the jurisprudence is that when considering language providing that a request will not be unreasonably denied, the test is more than simply whether the decision was made in good faith. It must also be a decision rationally connected to an objective assessment, specifically related to the job being performed, of the positive and negative consequences of approving the application. Where there was no individual assessment of the request for telework, and/or no objective reason for denying them, grievances were allowed. The decision stands as a strong statement about the need for individual assessment of the request in the context of the specific job, and a caution against a "one-size-fits-all" approach to considering requests for telework.

80. It can be seen from the cases that what is accepted as an operational requirement, or an objectively justified employer concern, is very fact and context specific. It is very difficult to generalize in advance as to what will qualify, and on the evidence before me here, I do not find it necessary to decide if the 3/10 rule is an operational requirement, per se, because I find it to be a permissible office standard based on acceptable managerial considerations about organizational culture.

81. As noted, the union expressed concerns about the basis for the employer's decision to establish a rule about in-person attendance, which included expressions of a desire for less isolation from some employees, employer observation of less collaboration, and the furtherance of its statutory mandate which includes fostering cooperation. Although I can accept the union's submission that material which post-dates the decision to adopt the standard is of less weight, I

do not endorse the idea that the employer should be held to some standard of justification that requires a particular level of research or quasi-scientific level of objectivity. In *Saskatchewan Telecommunications*, the arbitrator was looking for objective evidence of how collaboration was impacted negatively, in order to assess an employer decision to refuse a request for telework on that basis. Where there was such evidence, such as evidence from management that there was a need for visibility of certain employees who performed audits, it was sufficient to justify the decision to reject telework for that job. On the evidence before me, which went basically unchallenged, I accept, in a general sense, that the employer had reason to be concerned about the erosion of collaboration and the increase in feelings of isolation expressed by some of its employees, especially in light of its statutory mandate. It is the kind of consideration which I find to be well within management's rights to take into account, in line with the long-standing jurisprudence that one of the most basic of management's rights is to reasonably determine the optimal form of work arrangement. See for example, *Central West Local Health Integration Network*, cited above. In this context, I am not persuaded that the policy is unreasonable, writ large. Nonetheless, that is not to say that the employer's concern about office culture will be enough to deny a request for telework beyond the new office standard, especially if it is the only consideration. It remains necessary that every request be considered on an individual basis, having regard to relevant considerations, and not denied unreasonably.

82. To summarize, similar to the findings in several of the cases referred to in argument, I am of the view that the employer is entitled to set an office standard and to remove managerial discretion up to that standard, but is not entitled to remove discretion to consider requests beyond that standard in the face of language such as the second sentence of Article 39.08. In that context, I am not persuaded that s. 9.6.4 of the telework policy is inconsistent with the collective agreement or unreasonable.

83. For the reasons set out above, this policy grievance is dismissed.

Dated this 16th day of May, 2025.

Kathleen G. O'Neil

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Kathleen G. O'Neil, Arbitrator

Appendix A
Authorities Cited by the Parties

By the Union

1 *Providence Continuing Care and OPSEU*, 2007 CanLII 1827 (ONLA) [Nairn]

2 *Saskatchewan Telecommunications and UNIFOR, Local 1-S*, 2023 CanLII 25367 (SK LA) [Ponak]

3 *Trillium Health Partners and CUPE, Local 5180*, 2017 CanLII 71069 (ONLA) [Slotnick]

4 *CUPE, Local 5180 and Trillium Health Partners,* 2023 CanLII 80177 (ONLA) [Fishbein]

5 *Roffey et al and The Crown in Right of Ontario (Ministry of Children, Community and Social Services),* 2024 CanLII 8294 (ONGSB) [Anderson]

6 *Re Lumber & Sawmill Workers' Union, Local 2537* and KVP Co Ltd, 1965 CanLII 1009 (ONLA) [Robinson]

7 *Ontario Power Generation and Society of Energy Professionals*, 2015 CanLII 56070 (ONLA) [Surdykowski]

By the Employer

1. *Alberta Union of Provincial Employees v. Alberta Health Services,* 2009 CanLII 90180 (AB GAA) [Wallace]

2. *Downtown Eastside Residents' Assn. v. C.U.P.E., Local 1004*, 2008 CarswellBC 2389 [Nordlinger]

3. *Alectra Utilities Corporation v. Power Workers' Union,* 2022 CanLII 50548 (ON LA) [Stewart]

4. *Central West Local Health Integration Network v. Canadian Union of Public Employees*, Local 966, 2023 CanLII 58388 (ON LA) [Goodfellow]

5. *Toronto Professional Fire Fighters' Association, I.A.A.F. Local 3888 v. Toronto (City)*, 2022 CanLII 78809 (ON LA) [Rogers]

6. *AMAPCEO and Ontario (Ministry of Children, Community and Social Services)* (Roffey), Re, 2024 CarswellOnt 230 [Anderson]

7. *Union of Postal Communications Employees (PSAC) v. Canada Post Corporation*, 2024 CanLII 38829 (CA LA) [Flaherty]

8. *Ottawa (City) v. Ottawa-Carleton Public Employees' Union, Local 503, 2024* CanLII 67071 (ON LA) [Flaherty]

9. *International Brotherhood of Electrical Workers (I.B.E.W.) Local 636 v. Hydro Ottawa Limited,* 2024 CanLII 78770 (ON LA) [Noonan]

10. *United Steelworkers of America, Local 9165 v. Teck-Corona Operating Corporation (David Bell Mine),* 2003 CanLII 52659 (ON LA) [Chapman]

11. *Toronto (City) v. C.U.P.E., Local 79,* 2007 CarswellOnt 10215 [Nairn]

12. *Manitoulin-Sudbury District Social Services Board v. Ontario Public Service Employees Union, Local 679*, 2024 CanLII 83186 (ON LA) [Sheehan]

13. *Jenks et al. v. Canada Revenue Agency*, 2010 PSLRB 27 [Beaulieu]

14. *The Corporation of the City of London v. London Civic Employees Local 101*, 2024 CanLII 28841 (ON LA) [Johnston]

Appendix B
Excerpts from Collective Agreement

6 - Management Rights

6.01 Except as provided herein, the Centre shall continue to have all rights, power and authority to manage its operations and activities, and to direct the work force.

6.02 The Centre undertakes to exercise its managerial right and discretion in a fair and reasonable manner.

…

Article 39 – Hours of Work

39.01 For the purpose of this article, a week shall consist of seven (7) consecutive days beginning on Sunday and ending on Saturday. The day is a twenty-four (24) hour period commencing at 00:01 hours

39.02 Hours of Work – General

(a) i. The work week shall be thirty-seven decimal five (37.5) hours and the work day shall be seven decimal five (7.5) consecutive hours, between the hours of 7:00 a.m. and 5:00 p.m., respecting the core hours of 9:00 a.m. to 3:00 p.m. and exclusive of a meal period that shall be a minimum of one half (1/2) hour.

ii. Where operationally necessary, the Centre may assign employees to work as early as 6:00 a.m. in Conference and Catering Services. In such circumstances subparagraph 39.02(c)(iv) shall apply.

iii. The Centre shall provide two (2) paid rest periods of fifteen (15) minutes each scheduled working day, one in the morning and one in the afternoon.

iv. Notwithstanding subparagraph 39.02(a)(v), the normal work week for employees shall be Monday to Friday inclusive. Saturday and Sunday shall be days of rest.

v. The normal work week for employees located in the Middle East and North Africa Regional Office shall be Sunday to Thursday inclusive. Friday and Saturday shall be days of rest.

(b) Subparagraphs (i) and (ii) apply to Program Officers (PO, SPO, SPS) and Program Leaders (PL) only, subject to Centre approval:

i. The normal hours of work shall average thirty-seven decimal five (37.5) hours per week over each four (4) week period, with hours of work arranged to suit an employee's individual duties, with every effort being made to respect the core hours of 9:00 a.m. to 3:00 p.m. and a seven point five (7.5) hour workday. Upon mutual agreement between an employee and the Centre, the four (4) week period may be extended, but not beyond eight (8) weeks.

ii. Upon request of either the Centre or the employee, a reconciliation of hours of work may he made for any four (4) week to eight (8) week period where hours of work have deviated from the core hours. Where the hours cannot be reconciled, an employee shall be entitled to overtime compensation consistent with Article 40. In computing the hours of work within the period, vacation and other paid leaves of absence will account for seven decimal five (7.5) hours per day.

(c) Notwithstanding paragraph 39.02(a) above, where operational requirements dictate a necessity for a continuous operation (beyond Monday to Friday), the Centre shall schedule the hours of work so that employees:

i. Work a thirty-seven decimal five (37.5) hour work week, consisting of five (5) days.

ii. Work seven decimal five (7.5) consecutive hours per day, exclusive of a meal period that shall be a minimum of one half (1/2) hour.

iii. Obtain two (2) consecutive days of rest per week.

iv. The Centre shall make every reasonable effort to schedule hours of work for employees covered by this clause on a voluntary basis. In the event that employee requests cannot be accommodated, years of service shall be the determining factor for hours of work assignment, unless otherwise mutually agreed upon between the Union and the Centre.

(d) Where hours of work of an employee or employees are to be changed so that they are different from those specified in paragraph 39.02(a) and therefore consistent with paragraph 39.02(c), the Centre will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

39.03 Flexible Hours

Subject to operational requirements and the approval of the Centre, an employee may request to be scheduled to work variable starting and finishing times. Such requests shall not be unreasonably denied.

39.04 Compressed Work Week

{a) Subject to operational requirements and approval of the Centre, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week. Such requests shall not be unreasonably denied.

(b) in every fourteen (14), twenty-one (21) day period or twenty-eight (28) day period the employee shall be granted one day of rest on such a day that is not scheduled as a normal workday for him or her.

39.05 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Centre to schedule any hours of work permitted by the terms of this Agreement.

39.06 Change in hours

(a) An employee who is required to change his or her regular hours of work without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her working hours shall be paid it the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours. Subsequent hours worked shall be paid for at the straight-time rate, subject to Article 40, Overtime.

(b) Every reasonable effort will be made by the Centre to ensure that the employee returns to his or her original hours of work.