



# BC FERRY & MARINE WORKERS' UNION

**Bulletin #67**  
**December 10, 2021**

## **CHANGE IN SHIFT vs. OVERTIME ABUTTING A SHIFT**

The Union has received a number of queries from members stating that they have been asked by Crewing, with one or two days' advance notice, to report to work prior to their regular starting time. These members expected to be paid double time for the shift (Article 17.05) but found they were instead paid "overtime abutting a shift" (Article 18.11), and only for the hours they reported early.

This bulletin will explain the differences between the two Articles and your rights under the Collective Agreement.

Article 17.05 provides overtime rates for the first shift changed, if your starting time is changed more than 1 hour and without 3 days advance notice. On the other hand, Article 18.11 provides overtime rates for work conducted immediately before your shift (abutting a shift).

Under the Collective Agreement, working overtime is voluntary, and one can refuse to work it except as stated in Article 18.07:

1. **Emergency situations.** An emergency is life or death. Under this Article, #1 has not been applied. A lack of staff is not an emergency. You may refuse if requested to fill a vacancy on OT.
2. **The completion of the regularly scheduled number of trips (on Routes 1 and 2 this means two round trips).** This speaks to extra round trips for the entire vessel and not an individual member.
3. **The completion of a maximum of one additional round trip, or 2 hours, whichever is greater.** This speaks to when the vessel is sailing. Not tied up for the night not sailing hours or for days. "The completion" and "additional" are key words.
4. **Fire and lifeboat drills which abut the shift.** We can be directed to stay and conduct drills.
5. **Examination of candidates for lifeboat certificates.** Yes, we can be told to come in or stay aboard for this. The last time this occurred was in the late 90's.

Our members are advised that, if Crewing ask them to report earlier or later than their scheduled starting time, they should ask the Staffing Clerk prior to accepting the assignment whether they will be paid as per Article 17.05 (entire hours worked at OT rate) or as per 18.11 (overtime abutting the shift).

If Crewing states that it is overtime abutting the shift and the member accepts the assignment, they will be paid overtime **only** for the hours worked prior to the shift. However, that member has the right to either accept or refuse that assignment, unless it is one of the situations covered in Article 18.07.

If Crewing states that it is a "change in shift" as per Article 17.05, the entire first day of the shift will be paid at overtime rate. The member does not have the right to refuse the assignment.

Any questions regarding this bulletin, please contact the Union Office.

### **"Shop Stewards: Please Post on Bulletin Boards"**

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