

1984

File: 169-2-402

PUBLIC SERVICE STAFF RELATIONS ACT  
BEFORE THE PUBLIC SERVICE STAFF RELATIONS BOARD

BETWEEN:

Treasury Board,

Employer,

- and -

Canadian Air Traffic Control Association,

Bargaining Agent.

RE: Reference under section 98 of the Act -  
(Waterloo Tower Facility)

BEFORE: J. Harold Brown, Q.C., Chairman.

APPEARANCES AT THE HEARING: Luc Leduc, Counsel, and Line Brutesco  
for the Employer.

C.H. MacLean, Counsel, Dougald E. Brown,  
Counsel, and Robert A. Marchand,  
Representative.

Heard at Toronto on June 4, 5 and 6, 1984.  
Continued at Ottawa on June 8, 1984.

ART 13  
CODE 402/82

CHANGE IN UNIT  
SHIFT CYCLE BY EMPLOYER

## DECISION

1. This reference to the Board has been made by the Employer pursuant to section 98 of the Act. In it, the Employer alleges that the Bargaining Agent has contravened the provisions of clause 13.02 (b)(ii) of the collective agreement in place between the parties as extended by the Public Sector Compensation Restraint Act (Code 402/82). Paragraph 13.02 (b) of the collective agreement reads as follows:

### Standard Shift Cycle

The parties further agree that it is both appropriate and desirable that in the interests of the employees, shift cycles within which these hours are worked be standardized.

Accordingly, at those air traffic control facilities or portions thereof where through local consultation between management and the Association, a mutually agreed upon shift cycle is now in effect:

(i) such cycle will remain in effect for the term of this agreement unless through local consultation between management and the Association, a different shift cycle is agreed to,

or

(ii) a party who desires a shift cycle change shall notify the other in writing and shall include the reasons for the change. The parties shall consult on any request. A party shall not withhold its consent unreasonably. A party who refuses

to consent shall deliver in a timely fashion its reasons in writing for withholding its consent.

2. This reference concerns written proposals for shift schedule changes made by the Employer to the Bargaining Agent at three different air traffic control facilities. These included the Toronto Air Traffic Services facility, which is made up of Toronto Centre and Toronto Tower, Waterloo Tower and Toronto Island Tower. It was agreed that a decision of the Board would issue with respect to each facility. Although during the hearing separate evidence was presented with respect to each facility, the arguments of counsel dealt with all three facilities. In this decision the Board will confine itself to the evidence presented with respect to the Waterloo Tower facility.

3. Witnesses for the Employer included Douglas Stewart, who is currently employed at the Regional Office in the Operations Section but who was Chief of the Toronto Island Tower facility at the time the proposal concerning shift schedules was made. Ian DeSond, who is now acting Superintendent of Operations in Ottawa, also testified for the Employer as did Allan Fry, who served as Chief of Waterloo Tower in an acting capacity from May 12, 1983 to February, 1984. Roger Lariviere, head of CATCA bargaining unit at Waterloo Tower testified for the Bargaining Agent as did John Butt, who is currently the President of the Bargaining Agent and who was a vice-president of CATCA at the time the proposal for a shift change was made.

4. The evidence is that Ron Bell, the Regional Manager for Air Traffic Services, directed Douglas Stewart, Ian DeSond, Fred Hornsby, who at that time was the Chief of Waterloo Tower and Allan Fry, who at that time was a controller from Toronto Air Traffic Services, to do a study on different possible shift schedules for several air traffic

facilities. DeSond wrote up the findings of the team and sent them to Bell in a report dated February 9, 1983.

5. At the time the report was sent to Bell, Waterloo Tower facility was open from 0700 to 2300 hours, although a report entitled "Airport Central Service Requirements Review" instituted by the Director General, Civil Aviation, had recommended that these hours be reduced. Controllers worked a cycle of five days on, four days off (5/4 repeat cycle) in shifts of about eight hours and forty minutes in length. This shift schedule had been in effect since March 1, 1983. It was imposed at that time without the approval of senior management by a Mr. I. Inksater, a controller acting as unit chief. The shift cycle imposed by Inksater had been the subject of consultation between the Bargaining Agent and Inksater's predecessor prior to Inksater's appointment as acting unit chief. The Bargaining Agent had requested a change to the 5/4 repeat cycle but this had been rejected by management.

6. Ian DeSond testified that the team found that no shift schedule could meet the requirements for hours set down in the collective agreement perfectly. However, several of the schedules that were examined could approximately meet these requirements. It was the opinion of the team that the eight hour, forty minute shift worked on the 5/4 repeat schedule had led to overstaffing and that during some periods of the day there were controllers scheduled to work who had little work to do. It was the contention of the team that a cycle of six days on, three days off (6/3 repeat) with shorter shifts would mean that there would be less of an overlap of personnel between shifts and overstaffing would be reduced. This would allow for a reduction in the number of controllers needed to staff the facility. Overall, this would provide for greater efficiency in running the facility and lead to cost reductions.

7. For these reasons, it was decided that a proposal in writing for a change in shift schedule would be made to the representatives of the Bargaining Agent at Waterloo Tower facility. Normally this would have been done by the chief of the facility. However, Fred Hornsby, the chief of this facility, was away from work due to ill health. Ron Bell therefore directed Douglas Stewart, the Chief of Toronto Island facility, to present the proposal. Stewart met with Lariviere, the head of the bargaining unit, on April 11, 1983 and gave him the Employer's proposal. The proposal contained a model 6/3 repeat schedule with a complement of seven controllers. At that time, the facility had nine full-time controllers and one Performance Development Officer who worked part-time as a controller. A copy of the proposal is contained in Appendix "A" to this decision.

8. Lariviere testified that after he received the proposal from Stewart, he called a general meeting of the branch membership for April 25, 1983. At the meeting, two controllers volunteered to analyze the 6/3 repeat schedule. Members also asked him to inquire about whether all facilities were being changed to the 6/3 repeat schedule. Lariviere posed these questions to Stewart. He also asked on behalf of the members when staff reductions would occur on a change to the 6/3 repeat cycle. Stewart knew little about shift scheduling at Waterloo facility, however, and referred Lariviere to his own chief, Hornsby. At that time, Hornsby was still away from work and a controller named Bill Snelgrove was acting as unit chief.

9. Lariviere sent a letter addressed to Hornsby dated April 27, 1983. In it, he responded to management's proposal to have a formal consultation with the CATCA representatives on May 13, 1983. In the letter, he pointed out that the CATCA biannual convention was close to that date. He stated that a general meeting of the membership was

planned for June 17, 1983 and proposed June 24, 1983 as a date for formal consultation. In turn, he received a memorandum from Bill Snelgrove dated May 16, 1983, which stated that management would extend the date for a written response to the proposal to June 1, 1983.

10. On May 12, 1983, Allan Fry became acting unit chief. Since he had worked on the team that prepared the report, he had some knowledge about the proposal. On May 30, 1983, Lariviere sent a letter to Fry indicating that the executive would meet with him on June 1, 1983 and that a general meeting of the membership was planned for June 17, 1983. Lariviere and Fry thereafter met informally several times in order to discuss the proposed shift cycle change. During these meetings, Lariviere extended an invitation to Fry to speak at the general meeting of the branch on July 17, 1983. Fry suggested to Lariviere that if the controllers could think of an alternate cycle, management might be receptive to it. However, he told Lariviere that he could not give him a copy of the "Airport Control Service Requirements Review" which had recommended a change in the facility's hours.

11. On June 17, 1983, another general branch meeting was held. Allan Fry did not attend the meeting. Jim Kilburn, the Ontario Regional Vice-President of CATCA did attend, but did not take an active part in the proceedings. At that meeting, the two controllers who had studied the proposal gave the opinion that the 6/3 repeat cycle was unworkable. As a group, the controllers were solidly against a change to the 6/3 repeat cycle. A formal vote of the membership was subsequently taken, and the proposal was rejected. A copy of the written response sent to the Employer in which its proposal was rejected is contained in Appendix "B" to this decision.

ARGUMENTS FOR THE PARTIES

12. Counsel for the Employer submitted that there must be a standard of reasonableness implied in clause 13.02 (b)(ii) of the collective agreement and that a guide to reasonableness can be found within the terms of the collective agreement. In order to be reasonable, the Bargaining Agent's response to the Employer's proposal must allege either that a change in shift schedule would breach a provision of the collective agreement or that the change would not provide for a standardized shift cycle. Since the Bargaining Agent has not been able to show that the Employer's proposal fails to meet those criteria, its rejection of the proposal was unreasonable.

13. This interpretation of reasonableness is supported by other provisions of the collective agreement. Clause 13.02 (b)(ii) is not a management's rights clause for the Bargaining Agent. The rest of the collective agreement has to be considered when one examines the scope of clause 13.02 (b)(ii). For example, in Article 1 of the collective agreement, the parties agree to improve the efficiency and quality of air traffic control service to the public and this must be taken to mean something in the context of clause 13.02 (b)(ii). Article 3, the management's rights clause, clearly shows that the Employer has residual rights to manage its employees and 13.02 (b)(ii) does not abrogate the right of management to schedule the hours of employees or to lay them off. By withholding its consent to the proposed schedule change, the Bargaining Agent has offended the management's rights clause. In addition, since section 7 of both the Financial Administration Act and the Public Service Staff Relations Act give the Employer the power to organize the Public Service, the Bargaining Agent's response offends these legislative provisions.

14. Counsel maintained that there had to be criteria for reasonableness in the interpretation of the article and cited the Bernier case (Board file 166-2-13603) as an example of a decision in which the adjudicator upheld a standard of reasonableness on the issue of consultation. However, even assuming for purposes of argument that there is no standard of reasonableness implied in the collective agreement, the Employer's proposal was reasonable on the merits because the proposed 6/3 cycle was more cost efficient than the present cycle.

15. Counsel for the Bargaining Agent submitted that the standard of reasonableness proposed by counsel for the Employer in relation to clause 13.02 (b)(ii) would deprive the clause of meaning. In addition, his interpretation violates the canons of interpretation and is completely at variance with the collective agreement. The rule of legal interpretation is that the general gives way to the specific and this is how management's rights clauses fit into the overall scheme of a collective agreement. The object of such a clause is to lay out the scope of management's authority. This is then modified by subsequent provisions in the collective agreement. Article 13 contains provisions which make inroads into the rights of management to schedule the hours worked by employees. However, this does not provide the Bargaining Agent with "powers of management", as alleged by counsel for the Employer.

16. In the case of clause 13.02 (b)(ii), where a party proposes a change of shift in writing and the other party refuses, the change will nevertheless take place if there is sufficient objective evidence to support it. The decision of the Board in Bernier (supra) which counsel for the Employer cited with respect to the issue of reasonableness was based on a clause with different wording and has no application to the instant case. In order to decide what constitutes the withholding of



consent unreasonably, a better guide would be the standard set out by Adjudicator David Beatty in the case of Benson (166-2-2557). This involves a two-fold test. The manner in which the decision was made must be reasonable and the decision itself must be reasonable. In the instant case, the Bargaining Agent fulfilled both parts of that test. In terms of the process of decision-making, the Bargaining Agent took a number of steps which prompted it to respond to the Employer's proposal in the negative. For example, the decision on the proposal would affect every member of the branch and it was reasonable to poll the members in order to get their reaction to the proposal. It was clear to the employees that the implementation of a 6/3 schedule would lead to a loss of staff. Both the process of decision-making and the response to the proposal were therefore reasonable.

17. On the other hand, the Employer's proposal was not reasonable. For instance, the Employer alleges that the present 5/4 repeat cycle is in breach of the collective agreement because it does not fulfill the requirements of the collective agreement concerning hours of work. However, it is clear from the report of Mr. DeSond that all of the schedules proposed by the Employer show some minute variations from the collective agreement in the number of hours worked. The Employer's argument that the change to the 6/3 repeat schedule would cut down on unproductive controller time also is questionable.

18. In terms of benefits to the air traffic controllers themselves, the proposed 6/3 cycle is less advantageous than the present 5/4 cycle. It is clear the proposed cycle will lead to controllers having 40 fewer days off a year, leading to a significant loss of "free time" and also to increased commuting costs. The daily rate of pay will be decreased, which will adversely affect certain benefits and overtime payments. Although the Employer claimed that the changed schedule would reduce

stress among controllers, no controller ever complained that the 5/4 repeat cycle had increased stress. Taking these factors into account, the rejection of the proposal by the Bargaining Agent was reasonable.

19. In reply, counsel for the Employer agreed with counsel for the Bargaining Agent that the tests for reasonableness set out in Benson (supra) could be applied to the Bargaining Agent's decision to reject the proposal of the Employer. He questioned whether the Bargaining Agent's process of decision-making could be considered reasonable and asserted that a vote by the membership was not sufficient in these circumstances. In addition, he pointed out that in the cases involving special leave, such as Benson, the party responding to the request is restricted to the reasons given at the time and cannot add new reasons at the hearing in order to bolster its case. Here the Bargaining Agent has added reasons that were not included in the original letter of rejection, including the fact that staff would be reduced. The Bargaining Agent's response also failed to address the merits of the Employer's proposal, such as the issue of efficiency. The Bargaining Agent should not be allowed to address such issues after the fact.

#### DETERMINATION OF THE BOARD

20. Paragraph 13.02 (b) contemplates that at those air traffic control facilities where, through local consultation between management and the Association, a mutually agreed upon shift cycle is in effect, that cycle will remain in force for the term of the collective agreement. By clause (i) of the paragraph, however, an existing shift cycle can be changed provided that there is agreement on a different cycle. Clause (ii) provides another procedure for changing a shift cycle during the life of a collective agreement which is described in the following terms:

- (ii) a party who desires a shift cycle change shall notify the other in writing and shall include the reasons for the change. The parties shall consult on any request. A party shall not withhold its consent unreasonably. A party who refuses to consent shall deliver in a timely fashion its reasons in writing for withholding its consent.

21. As I interpret the language of the foregoing clause, either party proposing a change in the existing shift cycle only would do so for sound reasons from its point of view. Similarly, the other party would withhold its consent only for sound reasons, from its point of view. However, simply because the change proposed by one party has genuine merit when looked at from its vantage point does not mean that the withholding of consent to the change by the other party would be unreasonable. Indeed, the latter's grounds for not accepting the proposal may not refute or even address the arguments advanced in support of the proposal. Nevertheless, viewed from its position, the stance may well be warranted. Stated another way, the reasonableness or unreasonableness of the withholding of consent must be assessed from the perspective, not of the party making the proposal, but rather from the party rejecting it. Having said that, I would proceed with a consideration of the situation before me in the instant case.

22. First of all, I find that there was local consultation between responsible management officials of the Employer and authorized branch representatives of the Bargaining Agent over the proposed change in the shift cycle at the Waterloo Tower facility which is the subject matter of the instant reference. Accordingly, I find that the parties did consult on the request for the change in the shift cycle made by the Employer within the meaning of the above provision.

23. On the issue of consent, the evidence suggests that the air traffic controllers at the Waterloo Tower facility had a realistic appreciation of the ramifications that would flow from a change from the existing shift cycle of five days on and four days off (5/4) repeat to a six days on and three days off cycle (6/3) repeat, including the likelihood that the latter would result in a reduction in the number of controllers needed on the shifts and in a loss of a number of positions from the bargaining unit. I would add that, in my view, their concern in this regard was warranted even though this prospect was not referred to directly either in the Employer's proposal or the response of the Bargaining Agent. Further, I am satisfied that the controllers were fully aware that, while under the 6/3 repeat shift cycle they would have a shorter work day, they would lose 40 "free time" days off work that they enjoyed under the 5/4 repeat shift cycle.

24. I cannot accept the position of counsel for the Employer that the withholding of consent is unreasonable unless the proposed change contravenes some provision of the collective agreement or would not provide for a standardized shift cycle. According to the evidence neither the present nor the proposed shift cycle provides for a completely standardized shift cycle.

25. Whether consent has or has not been unreasonably withheld must be decided on the basis of objective criteria. It would not be reasonable to withhold consent to a proposed change in a shift cycle solely on the basis that the proposed change would be less convenient to the employees than their current schedule. Rather, the withholding of consent must be based on criteria which reflect the legitimate interests and concerns of the Bargaining Agent and the employees its represents. In the application of such criteria it was not unreasonable for the controllers to withhold their consent to the Employer's proposal on the

grounds that it would result in their losing 40 full "free time" days off work in each year which they now enjoy under the 5/4 repeat shift cycle. I say this notwithstanding that the proposed 6/3 repeat cycle would mean that they would have more daily "free time" as a result of a shorter regular work day. The difference involves a real change in their existing conditions of employment which the controllers did not wish to voluntarily relinquish. Further, the possibility of fewer controllers on a shift and the probable sequential reduction in the size of the bargaining unit were not prospects to which they could have readily been expected to accede. Changes of this nature transcend mere inconvenience and relate to matters that would be of justifiable concern to any bargaining agent.

26. I would point out that in another circumstance it is conceivable that the Bargaining Agent would be the party proposing a change in the shift cycle which would entail an increase both in the number of "free time" days and the number of controllers on each shift. In that event the Employer might withhold its consent on the grounds of the added cost involved. In this theoretical situation, notwithstanding the merits of the proposal, the Employer's rejection of it in all likelihood would not be unreasonable. In other words, it must be remembered that the clause has application to both parties.

27. In the result, I am satisfied that the decision of the controllers to withhold their consent to the Employer's proposal was not unreasonable. Accordingly, I find that the Bargaining Agent has not contravened clause 13.02 (b)(ii) of the collective agreement.

28. Therefore, the instant reference must be and is hereby dismissed.

DATED AT OTTAWA, this 22nd day of October 1984.

"J. Harold Brown, Q.C."

for the Board

PROPOSED SHIFT CYCLE CHANGE

Background

Waterloo Control Tower initiated a 5-4 repeat shift cycle on March 1, 1981. This action was taken by the Acting Unit Chief (H. Inksater) without regional consent, inter-unit documentation or formal agreement with the Canadian Air Traffic Control Association (CATCA).

The Ontario Regional Office, on becoming aware of the existence of the 5-4 schedule, requested that the facility return to a 5-3, 5-4 (repeat) shift cycle effective September 1, 1981. However, whereas Notice to Bargain had been filed by CATCA, action was initiated by the Association under Section 51 of the PSSRA to prevent such change, with Waterloo Tower being returned to a 5-4 (repeat) shift cycle.

Current Situation

The recently completed "Airport Control Service Requirement Review" instituted by the Director General, Civil Aviation has recommended that the hours of operation at Waterloo Tower be reduced to 12 hours per day (0900-2100) from the present sixteen (0700-2300).

An examination of the Waterloo Airport indicates that there would be no significant impact on the user or other agencies. It is therefore planned to implement the changed hours of operation by September 1983.

It is necessary to continually assess the shift cycles to establish that they are appropriate for the operation and traffic demand. My review indicates that the 5-4 (repeat) cycle is not efficient, it produces an unused shift capacity of 3.17 hours in the 16 hour day. This staff overlap will increase to 4.08 hours in the anticipated 12 hour day when the hours of operation are reduced.

Proposal

Alternative shift cycles 5-3/5-4, 5-3/5-3, 5-3/5-2 and 6-3 repeat were examined in depth and the 6-3 repeat cycle (copy attached) is the most efficient. This cycle provides a shorter work day (7.30 hours, better staff utilization and meets all contractual commitments and foreseeable

operational requirements. Therefore in keeping with Article 13.02 (b) (ii) it is my intention to remove the 5-4 repeat cycle and replace it with a 6 on 3 off repeat shift cycle.

#### Additional Considerations

A significant advantage to the employee is the reduced demand to work overtime and additional daily free time to pursue personal activities. The shift length as dictated by the 5-4 repeat cycle (8 hours 40 minutes) imposes the requirement for on duty time which is non-essential. A shorter work week was obtained through the bargaining process because of the occupation; accordingly the daily hours of work must be reduced while still remaining within the collective agreement.

The 1978 study conducted by the Clarke Institute of Psychiatry includes controller statements which indicate that long hours of minimal traffic lead to boredom which increases the likelihood of errors through inattention and lack of concentration.



APPENDIX "B"

"We have reviewed your proposal for a shift cycle change. You have expressed in your narrative your major concerns, i.e.:

1. "Airport control service requirement review" recommendation for reduced hours of operation.
2. Shift overlap.
3. Long hours of minimal traffic leads to boredom.
4. Contractual commitments.

You also indicated that a 6-3 shift cycle would translate into a significant benefit to the employees because of reduced demand to work overtime and the additional daily free time to pursue personal activities.

Reduced hours of operation means reduced hours of service. We feel this recommendation is deplorable and are sorry that we, the controllers, who provide the service to the users, were not consulted for our input. Nevertheless, the rationale for same will be, we are sure, explained to those who make use of air traffic services at Kitchener.

An overlap in shifts can only be looked upon as a benefit in our estimation for the following reasons:

- a) Most likely to occur at peak traffic periods.
- b) Replacement for meal and relief breaks (Article 13.02(d)).

The Clarke Institute of Psychiatry Study revealed that twenty-seven percent of the subjects reported boredom as a stress factor in their work. And of this twenty-seven percent, only two controller statements were published. They are reproduced from page 21 of the Report.

"At this particular unit an extreme lack of aircraft .... produces a lack of work, and boredom is hard to combat. Plus, for the past month, the weather has been very poor and it adds to the above problem. It is quite hard to remain alert and concentrate for long periods of time without much to do."

"Slack periods tend to render me less alert, causing frequent mistakes."

Surely, one would not suggest that the Toronto Facility suffers from an extreme lack of aircraft. We do not believe either that weather conditions have been very poor and added to the problem.

We must also refer you to page 5, paragraph 5 of the same report:

"Care was taken to distinguish wherever possible between actual findings and less systematic data, and this report should be interpreted with that distinction in mind."

The NATO, Advisory Group for Aerospace Research and Development, AGARDograph No. 275, in a study of human factors in air traffic control, had this to say about shift cycles and long hours of work:

"Work-rest cycles and rosters are an emotive topic in air traffic control. The human factors specialist is not often asked for an impartial assessment of all the relevant evidence, but for any available carefully selected findings that could possibly support a stance that is proving difficult to defend. Although he may look askance at such requests from any source, since they are difficult to reconcile with his impartiality, even-handedness, and scientific integrity that must be preserved at all costs if his own role is not to be jeopardized, nevertheless in practice such requests are not as embarrassing as they could be. The reason is simple. Despite many laboratory findings on the potentially adverse effects of major disruptions of circadian rhythms, of long hours of continuous work, or of inadequate sleep, in real life tasks these effects are generally noticeable by their absence. The evidence is overwhelming that working hours, unless they are in some respects extreme, do not have major effects on air traffic control or on controllers.

Salient considerations in determining acceptability are the number of whole days off work that a revised rostering would provide as compared with the existing number, the extent to which controllers can plan ahead knowing when they will or will not be at work, and

changed differentials between the hours of work or enjoyed parity or a clearly defined fixed comparative relationship. Changes in rostering which convey advantages in any of these terms may be favoured as strongly as other changes which convey disadvantages in these terms would be resisted.

A main factor in determining work-rest cycles is their acceptability. A main determinant of acceptability is the number and group of complete days off work. Controllers may tolerate, and even welcome, quite arduous work-rest cycles which increase the number of whole days off. Their competence and state of alertness are influenced more by their tasks, traffic demands, the presence and proximity of colleagues, and involvement in teamwork, than by work-rest cycles.

Motivation, morale, traditional practices, professional norms and standards, agreements with colleagues, and constraints on family life, are further determinants of the acceptability of work-rest cycles."

The hours of work contained in the 5-4 shift cycle meet all contractual commitments. Article 13.05 of the TC/CATCA Collective Agreement reads as follows:

- "13.05 Every reasonable effort shall be made by the Employer:
- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
  - (b) not to schedule shifts of less than seven (7) hours' duration;
  - (c) to advise employees affected by changes in their shift schedule as soon as practicable."  
(underlining ours)

There is one area which you have not addressed and that is productivity. We would like to point out that many employers, both in private and public sectors, have realized a significant increase in the productivity after a longer day, shorter work week (4 days on, 3 days off) had been implemented. As an illustration we submit the following extract from a book entitled "Shrewd Business", copyright 1982, Boardroom Reports, Inc., 500 - 5th Avenue, New York, New York, 10110.

### 4 Day Work Week

Results of a study of the 4 day week, in 143 companies.

	<u>Increase</u>	<u>Decrease</u>	<u>No Change</u>
Cost	11%	38%	51%
Productivity	62%	3%	35%
Profits	51%	4%	45%

Main benefits:

- a) Improved employee relations (69% of companies - no change for 31%).
- b) Reduced absenteeism.
- c) Easier recruiting.

As illustrated, the 62% increase in productivity is a clear indicator that a longer day, shorter week is most definitely preferable.

We accept that additional daily free time to pursue personal activities is achieved by working a 6-3 shift cycle. Our preference is for an accumulation of this daily "freetime". The result is the additional day off when working the present 5-4 shift cycle, much more suited to family life and other personal activities.

We have seriously considered your request, the Branch Council has discussed it intensively, and we held a Branch meeting on the 17th of June to inform the members of your proposal and accept their input. We had discussions with yourself on the matter. Finally, we held a Branch referendum on the issue.

As you can tell, by the amount of activity generated by your request, we have seriously weighed all factors and regrettably must inform you that we cannot accept your proposal at this time.

The result of the Branch referendum is as follows:

"Are you in favor of the Management proposal to change to a 6/3 shift cycle?"

Of the 9 ballots distributed to the members, 9 voted No.