

## Labour Relations Flash Bulletin

### Christmas Closure

36A.01 It is understood that Christmas Closure will result in closure of government offices and non-essential operations as outlined below:

- (a) When Christmas Day falls on a Sunday, the Christmas closure will occur on December 29, and 30;
- (b) When Christmas Day falls on a Monday, the Christmas closure will occur on December 28, and 29;
- (c) When Christmas Day falls on a Tuesday, the Christmas closure will occur on December 27, 28, and 31;
- (d) When Christmas Day falls on a Wednesday, the Christmas closure will occur on December 24, 30, and 31;
- (e) When Christmas Day falls on a Thursday, the Christmas closure will occur on December 29, 30 and 31;
- (f) When Christmas Day falls on a Friday, the Christmas closure will occur on December 29, 30 and 31;
- (g) When Christmas Day falls on a Saturday, the Christmas closure will occur on December 29, 30 and 31.

36A.02 Christmas Closure days are not to be treated as vacation or paid holidays days. Employees are required to take the number of days allotted to them as per Clause 36A.01.

36A.03 When an Employee is required to work on one of the paid days off listed in Clause 36A.01, or is employed in a continuous operation, the paid days off or required period of time worked, shall be taken at the Employee's discretion by the end of the next calendar year, subject to operational requirements.

36A.04 This Article shall come into effect April 1, 2014.

### Application of Christmas Closure

This Flash Bulletin represents what the Employer has acknowledged with the Alberta Union of Provincial Employees (AUPE) as to the interpretation of Article 36A - Christmas Closure.

The application of Christmas Closure follows our current practice of ensuring no loss or gain to benefits and/or entitlements under the Collective Agreement.

It is understood by the Employer and AUPE that benefits and/or entitlements for all employees are calculated as per the hours of work defined in Article 16 - Hours of Work.

If an employee is scheduled and reasonably expected to work on a Christmas Closure day, they will earn a day(s) in lieu as per Article 16 - Hours of Work.

The Christmas Closure FAQ's are meant to provide context and assistance for the interpretation and application of Article 36A - Christmas Closure. However, keep in mind that each real life scenario will be different and ought to be assessed on their own individual merits.

## **Christmas Closure FAQ's**

**Two 50% employees are scheduled to work one (1) Christmas Closure day, as per their regular schedule. One employee works one (1) full day, the other works a half day. Each is paid for the actual hours worked. What is each employee entitled to with respect to the Christmas Closure day(s) in lieu?**

They will both receive 50% of a Christmas Closure day in lieu, as per their FTE.

**Would a regular wage employee get paid for Christmas Closure?**

They would get paid for the hours they work; however, they would not earn the day(s) in lieu. Note: while Christmas Closure does not appear as an exception in Article 4.02 (c), regular wage employees would not qualify for the day(s) in lieu because they are only entitled to pay for the hours they work, not anything extra such as the day(s) in lieu.

**Would a 2850 or 1450 employee who worked a Christmas Closure day(s) get a day in lieu?**

A 2850 employee would be entitled to the day(s) in lieu; 1450 employees would not.

**A continuous operation 2850 employee's employment is ending on December 31 and they are scheduled to work a Christmas Closure day, will they receive pay in lieu for that day?**

Christmas Closure day(s) will not be paid out. If an employee does not use the day(s) in lieu before the end of the following calendar year or the end of their employment contract, they will lose them. In a scenario such as this, the Employer should make every effort to not schedule a 2850 employee during Christmas Closure as they will not have the opportunity to schedule a lieu day and they cannot be scheduled in advance of the benefit.

**Are management and opted-out staff treated any different than bargaining unit staff where Christmas Closure is concerned?**

No. If they work on a Christmas Closure day they are entitled to a day in lieu.

Link to [Directive](#)

**If an employee is scheduled to work a Christmas Closure day(s), but uses an entitlement (subject to management approval), such as vacation or CIP, are they still entitled to the day(s) in lieu?**

Yes, they will still get the day(s) in lieu because they were scheduled and reasonably expected to work. Rationale: This employee has to use an entitlement in order to have the Christmas Closure day(s) off whereas, the bulk of staff have the day(s) off without having to use an entitlement.

**An employee is not scheduled to work on a Christmas Closure day(s), but is subsequently called in to work overtime. Are they entitled to a Christmas Closure day in lieu?**

In this scenario where the Employee is being called into work an additional day(s), above and beyond their regularly scheduled hours (as per Article 16), they would be entitled to OT rates for the hours worked, as well as the day(s) in lieu.

**What if a regular wage employee is asked to 'pick up' a shift on a Christmas Closure day(s), are they entitled to the day(s) in lieu?**

No, they are not eligible; unless they are 2850.

**A work area has a Letter of Understanding (LOU) for an extended shift schedule (e.g. 12 hour shift). With respect to the Christmas Closure day(s) off in lieu, would employees in this work area, that work during Christmas Closure, be entitled to 7.75 hours as per Article 16 or 12 hours as per the LOU?**

The employee would receive 7.75 hours, as per Article 16 (Hours of Work).

Rationale: Entitlements are driven by Article 16 (Hours of Work) to ensure no loss or gain to the employee.

**An employee is scheduled to work a Christmas Closure day(s). The employee subsequently 'exchanges' their shift with another employee. Is he/she still entitled to the day(s) in lieu or does the employee who took the shift get the day(s) in lieu?**

Assuming supervisor approval, the employee who 'exchanged' his/her shift would no longer be entitled to the day(s) in lieu. The employee that has now taken the shift would be entitled to the Christmas Closure day(s) in lieu.

**If an employee is on Standby, do they qualify for Christmas Closure day(s) in Lieu?**

The employee would be compensated as per Article 21 (Standby Pay). In order to earn the Christmas Closure day(s) in lieu the employee would have to be called back to work, at which point they would earn Call Back pay as per Article 19 as well as the Christmas Closure day(s) in lieu.

**In a continuous operation, if an employee's regular day(s) off (RDO) fall on a Christmas Closure day(s), what if anything is the employee entitled to?**

The employee would take their RDO, as scheduled, and the Christmas Closure day(s) would be rescheduled and must be taken prior to the end of the following calendar year.

**What if an employee is scheduled to work a Christmas Closure day as part of their compressed work week. How much time in lieu do they qualify for?**

The employee would receive the time that they worked up to their normal hours of work, as per Article 16.

**What if an employee is on a compressed work week, where their work day is 8 hours instead of 7.25 (as per their classification). Are they required to make up the 0.75 hours per day that they would normally work?**

Yes, they would need to make up the 0.75 hours/day.

**What if an employee is on a compressed work week and their 'day off' falls on a Christmas closure day?**

The employee would take their compressed 'day off' at a different time.

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