

**Date:** 20051107

**File:** 166-02-35581

**Citation:** 2005 PSLRB 157



*Public Service  
Staff Relations Act*

Before an adjudicator

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BETWEEN

**FULTON PROUD**

Grievor

and

**TREASURY BOARD  
(Department of National Defence)**

Employer

***EXPEDITED ADJUDICATION DECISION***

***Before:***        [Yvon Tarte, adjudicator](#)

***For the Grievor:***        Cécile La Bissonnière, Public Service Alliance of Canada

***For the Employer:***        [Daniel Cyr, Department of National Defence](#)

**Note:**        The parties have agreed to deal with the grievance by way of expedited adjudication. The decision is final and binding on the parties and cannot constitute a precedent or be referred for judicial review to the Federal Court.

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[Heard at Saint-Sauveur, Quebec,  
October 18, 2005.](#)

## REASONS FOR DECISION

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[1] This case deals with the interpretation of the Operational Services collective agreement. The parties filed the following Agreed Statement of Facts:

1. *The grievor, Fulton Proud, is an indeterminate employee of the Department of National Defence. He is employed at the Canadian Forces Base in Borden, Ontario.*
2. *At the time of his grievance, the grievor was covered by the Operational Services group collective agreement between the Treasury Board and the Public Service Alliance of Canada that expired on August 4, 2003.*
3. *At the time of his grievance, the grievor worked as a Heating Plant Operator and was classified at the HP 02 group and level.*
4. *At the time of his grievance, the grievor's scheduled hours of work were from 7:30 to 15:30, Monday to Friday. This work schedule was effective until May 2004. At this time, Mr. Proud began rotating through 12-hour shifts.*
5. *On Wednesday January 7, 2004, the grievor was scheduled to work a regular shift from 7:30 to 15:30. However, he was asked to work from 7:30 to 19:30 in place of a 12-hour shift worker who had called in sick.*
6. *On January 7, 2004, the grievor reported to work and worked from 7:30 to 19:30.*
7. *The grievor received his regular salary for the hours comprised between 7:30 and 15:30 and was paid at the applicable overtime rate in accordance with article 29.01 of the relevant collective agreement for the four hours of overtime he worked on January 7, 2004.*
8. *On January 13, 2004, the grievor filed a grievance requesting:*
  - *Payment in accordance with Article 4.04(b) of the HP group specific Appendix regarding the notice of a shift change*
  - *Payment of the shift premium in accordance with Article 6.01 of the HP group specific Appendix*
  - *Four hours of time off in order to maintain his 40 hour work week*

[Sic throughout]

[2] On April 1, 2005, the *Public Service Labour Relations Act*, enacted by section 2 of the *Public Service Modernization Act*, S.C. 2003, c. 22, was proclaimed in force. Pursuant to section 61 of the *Public Service Modernization Act*, this reference to adjudication must be dealt with in accordance with the provisions of the *Public Service Staff Relations Act*, R.S.C., 1985, c. P-35 (the “former Act”).

[3] On Wednesday, January 7, 2004, Mr. Proud was asked to work overtime hours beyond his regular day shift. The grievor’s position on the shift schedule did not change. The facts of this case give rise to an overtime situation but clearly do not trigger the clauses of the collective agreement dealing with shift change and shift premium.

Order

[4] The grievance is denied.

November 7, 2005.

**Yvon Tarte,  
adjudicator**