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*Public Service
Staff Relations Act*

Before an adjudicator

BETWEEN

JOSEPH BOUDREAU ET AL.

Grievors

and

**TREASURY BOARD
(Department of Fisheries and Oceans)**

Employer

EXPEDITED ADJUDICATION DECISION

Before: [Yvon Tarte, adjudicator](#)

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

For the Employer: [Drew Heavens, Treasury Board Secretariat](#)

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.

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

REASONS FOR DECISION

[1] This grievance is concerned with the interpretation of certain provisions of the Operational Services collective agreement. The parties filed the following Agreed Statement of Facts:

- 1) *The grievors work for the Department of Fisheries and Oceans, Coast Guard, CCGS Sir William Alexander, and are members of the SC bargaining unit under the Operational Services collective agreement between the Public Service Alliance of Canada and the Treasury Board of Canada with an expiry date of August 4, 2003.*
- 2) *On April 10, 2002 Fleet Management met with the national Union representatives and provided notification of the vessel deployment schedule for fiscal year 2002/2003. This was normally done before the beginning of the fiscal year. However, the Canadian Coast Guard was required to provide additional "at sea" presence, both for Search and Rescue coverage as well as the increasing National Security role.*
- 3) *April 18, 2002 a revised Maritimes Vessels Deployment Plan for 2002/03 was issued and was posted on the CCGS Sir William Alexander on April 19, 2002.*
- 4) *Effective on May 2, 2002 a change in the CCGS Sir William Alexander schedule occurred as per the April 18, 2002 memo. Appendix "G", Annex E, General (d) [of the collective agreement] states:*

Employees will be informed of the anticipated work schedule for the operational year. Employees will be notified of changes to the anticipated work schedule at the earliest possible time. Normally, employees will receive two (2) months notice of changes to the anticipated work schedule, with a minimum of fourteen (14) days.

- 5) *This change meant that the vessel went from the 10-2-1 lay-day system to the 12-0-1 lay-day system. This, in turn, meant the ship's crews which were covered by from Appendix "G", Annex E, Article 1(e)(ii) (the 1.36 lay day system) were now covered by Appendix "G", Annex E, Article 1(e)(i), (the 1.17 lay day system). These articles state:*

(i) The workday will consist of an on-duty-cycle of twelve (12) hours of work per day. For each day worked or for each on-duty-cycle day on which an employee is on authorized leave with pay other than compensatory leave and vacation leave with

pay, an employee shall earn one decimal seventeen (1.17) lay-day in addition to the employee's lay-day pay.

(ii) The lay day to which subparagraph (e)(i) refers shall be one decimal thirty-six (1.36) for an employee working on vessels operating in accordance with the scheduling arrangement otherwise known as 10-2-1.

- 6) *When the schedule change was posted on the vessel on April 19, 2002, there were ship's crew on board. However, the grievors were on their "off-cycle", which meant they were not on board.*
- 7) *The change did not affect the grievor's return date to the ship, which was May 2, 2002.*
- 8) *Management has a toll free number in the crewing section that employees have the responsibility to check with concerning schedule changes. (See grievance responses)*

[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] The collective agreement clearly requires that employees be given a minimum of 14 days' notice of changes to the anticipated work schedule. This was not done in this case. The employer did not notify the grievors of the change to their schedule in a timely manner.

[4] Although the employer recognizes that the 14 days' notice was not given in this case, it suggests that only a declaratory order be made since the collective agreement imposes no penalty for a failure to provide the required notice.

[5] I disagree with the employer's position. A breach of the obligation to provide the required 14 days' notice of a change in schedule must be remedied in an appropriate manner. It is therefore appropriate to order that the grievors be covered

by the 1.36 lay day system from May 2, 2002 until May 16, 2002, this being the equivalent of a 14-day notice period.

Order

[6] The grievance is allowed. The grievor shall be covered by the 1.36 lay day system for the period from May 2, 2002 until May 16, 2002.

November 7, 2005.

**Yvon Tarte,
adjudicator**