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*Parliamentary Employment and
Staff Relations Act*

Before an adjudicator

BETWEEN

JEAN-PAUL LEDUC ET AL.

Grievors

and

HOUSE OF COMMONS

Employer

Indexed as
Leduc et al. v. House of Commons

In the matter of a grievance referred to adjudication

REASONS FOR DECISION

Before: [Barry Done, adjudicator](#)

For the Grievors: [Georges Marceau, counsel](#)

For the Employer: [Carole Piette, counsel](#)

Heard at Ottawa, Ontario
via teleconference on May 9, 2006.

REASONS FOR DECISION

Grievance referred to adjudication

[1] Jean-Paul Leduc is employed as a constable in the Security Services Division of the House of Commons. His position is classified as SES-2 and is included in the Protective Services bargaining unit which is represented by the Security Services Employees Association (SSEA). His grievance concerns shift scheduling/hours of work and more specifically the operation of article 20.07 of the collective agreement:

20.07 The standard shifts will be: 0700 to 1500 hours, 0730 to 1930 hours, 0730 to 1530 hours, 0745 to 1545 hours, 0800 to 1600 hours, 0900 to 1700 hours, 0920 to 1550 hours, 1000 to 1800 hours, 1000 to 2200 hours, 1020 to 1840 hours, 1215 to 2005 hours, 1300 to 2100 hours, 1320 to 1820 hours, 1500 to 2300 hours, 1530 to 2330 hours, 1600 to 2400 hours, and from 1930 to 0730 hours.

[2] Approximately thirty-nine grievances were filed by Mr. Leduc and his colleagues in the Security Services Division, all dealing with the same issue. The parties agreed that the Public Service Labour Relations Board (the Board) treat Mr. Leduc's grievance as a test case, and that the decision would apply to all members of the bargaining unit.

[3] The employer, the House of Commons, in order to address an operational requirement, introduced in April 2000 a change to the shifts worked by constables. That change provided for the introduction of a shift lasting nine hours. Bargaining unit members submitted individual grievances against this new shift and Mr. Leduc was one of those members. His grievance was submitted on December 22, 2003, stating "I find that the employer is in contravention of article 20.07 of our collective agreement because it is using shifts that are not included in 20.07." As corrective action, Mr. Leduc requests: ". . . That the employer stop using all shifts that are not stipulated in article 20.07."

[4] As the internal grievance process did not produce a satisfactory result, the SSEA referred the grievor's grievance to adjudication, advising the Public Service Staff Relations Board that the parties had agreed to amend the grievance so that it included "all of the represented employees for which the SSEA is the representative . . . in order to facilitate proceedings." The referral letter, dated July 26, 2004, and signed by the SSEA President Luc Paquette advised that Mr. Leduc's grievance, by agreement of the parties, was essentially a test case, to be treated as part of a group grievance and that the disposition of his grievance would be applied "to the whole of the membership."

This agreement was later confirmed in a letter signed by both parties and dated January 7, 2005.

[5] On April 1, 2005, the Public Service Staff Relations Board ceased to exist and the Public Service Labour Relations Board (PSLRB) was created and is seized of this grievance.

[6] Prior to the scheduled hearing dates, the employer contacted the PSLRB on May 4, 2006, to advise of a tentative settlement and to request a postponement of the first hearing date. The bargaining agent indicated it was in agreement with the request but requested a pre-hearing teleconference call with the adjudicator assigned to hear the case to discuss the settlement process. Their requests were granted and a pre-hearing teleconference call was held on May 9, 2006. Present on the teleconference was Carole Piette, counsel for the Employer, Georges Marceau, counsel for the bargaining agent, and the undersigned.

[7] During the call, the parties confirmed their settlement and explained the reason for the call: a term of the settlement provided for changes to the current shift schedule to be implemented more than eight months hence (by the end of January 2007). The parties shared the concern that if something were to go awry, as many as eight months from now, the jurisprudence of the former Board on the issue of jurisdiction over a settlement would prevent the Board from enforcing the settlement. The parties wanted to be in a position to enforce the terms of the agreement. A joint request was made for a consent order, a decision which would include the details of their settlement. I agreed to this request and the parties, following the teleconference, submitted to me a Memorandum of Understanding in which they agreed that the 9 hour shifts, used since the implementation of the new schedule in 2000 to facilitate the meeting of security operational requirements, were not a standard shift as defined in clause 20.07 of the collective agreement. The employer agreed to cease the use of these shifts by January 2007, with one exception, in order to ensure that the schedule comprises only standard shifts. The exception concerns shifts used to meet security operational requirements in the Galleries. The parties agreed that these non-standard shifts could remain on the schedule.

[8] The parties' agreement reads as follows:

1. *The parties agree that the 9 hour shifts, used since the implementation of the new schedule in 2000 to facilitate the meeting of security operational requirements, were not a standard shift as defined in Clause 20.07 of the Collective Agreement.*
2. *With the exception of shifts referred to in paragraph 5, the Employer agrees to cease the use of these shifts in order to ensure that the schedule comprises only standard shifts.*
3. *The Employer will make the necessary changes to the schedule by the end of January 2007;*
4. *The parties recognize that the shifts used to meet security operational requirements in the Galleries were not standard shifts given that the hours of work are dictated by the requirements of the House of Commons. These shifts may remain in the schedule.*

Ottawa, May 10th, 2006

(The Order appears on the next page)

Order

[9] I agree to this request and order accordingly:

- 1) The Employer shall make the necessary changes to cease the use of non-standard 9 hour shifts and will ensure that the schedule comprises only standard shifts, with the exception of the shifts used to meet security in the Galleries, which shifts may remain;
- 2) I order that the Employer make the necessary changes to the schedule by the end of January 2007.

July 27, 2006.

**Barry Done,
adjudicator**