File: 160-2-49

Canada Labour Code,
Part II

Before the Public Service
Staff Relations Board

BETWEEN

ROBERT MARTIN

Complainant

and

TREASURY BOARD
(Solicitor General Canada - Correctional Service)

Employer

RE: Complaint under Section 133 of the Canada Labour Code

Before: Rosemary Vondette Simpson, Board Member

For the Complainant: Himself

For the Employer: Jock Climie, Student-at-Law, and Charlene Sullivan

Heard at Bathurst, New Brunswick,
January 9, 1996.

The complaint brought by Mr. Robert Martin, formerly a CO-1 with Correctional Service Canada, reads as follows:

> *Re: Retaliation by employer*
>
> *I feel harassed by my employer because of the complaint that I placed regarding non-smoking and air quality.*
>
> *(1) since the Public Service Staff Relations Board meeting of June 28/95 I have been placed on permanent midnight, then modified to evenings & midnight.*
> *(2) innuendo pertaining to my possible dismissal for incapacity.*
> *(3) breach of agreement to maintain confidentiality of my case & related agreements.*
> *(4) I applied through access of information for anything with my name relating to this complaint and received nothing.*

Mr. Martin referred me to a memorandum dated August 24, 1995 from Mr. Robert Reid, Labour Services Centre, Atlantic Region, to Mr. Luc Sarrazin, Labour Affairs Officer, New Brunswick Region. Mr. Martin stated that this memorandum provides a further elaboration of the details of his complaint against the employer. It reads as follows:

> *Harassment Complaint - Robert Martin vs CSC*
>
> *As you know, I met with Mr. Robert Martin on Wednesday August 23, 1995 to initiate action to resolve his complaint alleging harassment by his employer contrary to Section 133 or 147 of the Canada Labour Code. We met while he was off duty, at a neutral site (Tim Horton's in Douglastown). The meeting was attended by Mr. Martin, his wife, their 13 year old son, and me.*
>
> *Here, in chronological order, are the circumstances alleging to support his contention that he is being harassed, as presented to me by Mr. Martin at that meeting:*
>
> ***MAY 23, 1995***
>
> *While exercising his right to refuse dangerous work pursuant to Section 128 of the CLC, claiming that he was effected (sic) by cigarette smoke, he was assigned to work in an area that was also not free of smoke while his case was being decided.*

After the refusal, and despite the fact that a level three grievance started earlier, was still in effect excluding him from work in the main buildings of the institution, he was ordered to work in the building.

MAY 24, 1995

J.K. Hare, Correctional Supervisor, apparently referring to the action taken under the Canada Labour Code, allegedly made the following remark to Mr. Martin: ***"Shut your fuckin mouth and do your time"****.*

JUNE 24 *(four days before PSSRB hearing on Mr. Martin's refusal to work)*

Mr. Martin was called to J.K. Hare's office with witnesses A. Crowe (union) and Mr. McCaully (management). Mr. Hare mentioned the complaint first according to R. Martin thereby setting the tone of the meeting. Mr. Hare then set about taking away provisions of the light duty agreement previously arranged. He said that Mr. Martin would loose:

- *Full three Shift Rotation*
- *Overtime*
- *Statutory (General) Holiday pay*

He also implied that the inmate population would riot due to Mr. Martin's actions to have smoking ceased in the facility. He further implied that the union had turned against him (Mr. Martin) for the same reason.

JUNE 29-30, 1995 *(one to two days after hearing)*

John Harris met with R. Martin. In attendance was M. Nicholson (Union Rep). Mr. Harris stated that Mr. Martin could be released for incapacity to perform job. He said words to the effect of: ***"if the institution is up to government standards and inmates are still allowed to smoke, then you will be released for incapacity because you cannot perform all the duties assigned to you****".*

Statements of a personal nature were made by Mr. Harris: ***"you have been seen in Tim Horton's surrounded by smoke"****.*

It was implied that Mr. Martin had no choice but to sign a document stipulating terms of the light duty assignment. Changes had been made to the agreement and day shift was eliminated from the rotation.

Mr. Martin stated that he felt threatened by Mr. Harris' tone during the meeting. He had just finished the midnight shift and was tired. He did however wait for three hours for the meeting with Mr. Harris. (He has not yet (23-8-95) received remuneration for that time.)

He later retracted the signing of that document and delivered message (sic) to that effect to Harris, Hutcher, Hare, Banister, Monk, Nicholson.
(His reaction was noted in a memo from Harris dated 14-7-95.)

JULY 11, 1995

*While on sick leave R. Martin was telephoned by Mr. Harris. He said he did not believe his physician's certificate. (Stated..."**you don't look sick**".)*

*-Asked R. Martin for personal medical information ("**what's wrong with you?**")*

-Asked if he could consult Mr. Martin's physician. This was denied by Mr. Martin.

Mr. Martin learned that Mr. Harris subsequently did contact Mr. Martin's doctor (according to both the physician and the physician's clerk.)

JULY 27, 1995

J. Harris called Mr. Martin's house. Spoke with 13 year old son, Steven. Told him that R. Martin was being sent to a doctor in Halifax. This caused the youth to be upset as he did not know the extent of his father's illness. Mr. Harris then gave the youth a complicated set of travel instructions for his father. Included were train schedules, reservations for accommodations and his appointment time with the doctor in Halifax.

JULY 28, 1995

R. Martin called Mr. Harris' clerk. He was told that the train tickets would be delivered to his house at around 14:00 hrs. As Mr. Martin was not being paid to wait for tickets he did not. Therefore he never received same.

According to Mr. Harris there were no vehicles available to drive to Halifax. Mr. Martin contacted a Marshall Gaston at the Garage and was told that there were four vehicles available.

Harris also reiterated that he was not paying overtime, mileage. Lieu time was assumed by the employer. R. Martin agreed to go if a vehicle was provided. Mr. Harris also stated that Mr. Martin was too ill to drive. Mr. Martin denied that this was true, he says he was well enough to drive but had asked for a "co-pilot" (apparently this had been OK'd before in certain cases.)

NOTE:
According to Mr. Martin the significance of sending him on the train to Halifax, is that it also purveys a message. It is the norm that newly released officers are sent from the Institution by train. When staff need to travel they take government (or in some cases their own) vehicles.

JULY 28, 1995

Mr. Martin hand-delivers his doctor's certificate to the institution and reiterated his agreement to go to Halifax if a vehicle was provided. Mr. Sharpe was contacted and denied the request stating that Mr. Martin did not have certification of ability to drive on a highway. (Note: there was no known requirement for this before.)

AUGUST 1, 1995

Although this was the first day back after his sick leave and it is normal to allow 3 days to produce a doctor's certificate action had already been taken to withhold his pay. This pay was deducted all at once again contrary to the norm for these situations.

Mr. Martin did not refer to a specific section of the Code that he believed was being violated by the Employer. However, I draw your attention to Section 147(a).

Therein it is given that... "No employer shall dismiss, suspend, lay off or demote any employee or impose any financial or other penalty on an employee or refuse to pay the employee remuneration in respect of any period of time that the employee would, but for the exercise of his rights under this Part, have worked or take any disciplinary action against or threaten to take such action against an employee because that employee...(iii)has acted in accordance with this Part or <u>has sought the enforcement of this part...</u>"

As you know, enforcement of this Section requires that we prove that the penalty has been applied to the employee. Therefore, the details above will have to be verified as

> *authentic, demonstrated as actual punative (sic) measures and proven to be linked to Mr. Martin's actions under the Code and or Regulations.*

Mr. Martin's complaint to the Board is made under section 133 of the *Canada Labour Code (CLC)*. That section of the *CLC* reads as follows:

> *133. (1) Where an employee alleges that an employer has taken action against the employee in contravention of paragraph 147(a) because the employee has acted in accordance with section 128 or 129, the employee may, subject to subsection (3), make a complaint in writing to the Board of the alleged contravention.*
>
> *...*
>
> *(3) An employee may not make a complaint under this section if the employee has failed to comply with subsection 128(6) or 129(1) in relation to the matter that is the subject-matter of the complaint.*
>
> *(4) Notwithstanding any law or agreement to the contrary, a complaint referred to in subsection (1) may not be referred by an employee to arbitration.*
>
> *...*
>
> *(6) A complaint made pursuant to subsection (1) in respect of an alleged contravention of paragraph 147(a) by an employer is itself evidence that that contravention actually occurred and, if any party to the complaint proceedings alleges that the contravention did not occur, the burden of proof thereof is on that party.*

At the beginning of the hearing, the parties informed me that Mr. Martin was no longer an employee of Correctional Service Canada. He accepted a cash buy out and is now working for a private company. Also, at the beginning of the hearing the parties were given some time to discuss the outstanding issues. After this discussion the parties reported to me that they had agreed to narrow the issues. These issues were set out by Mr. Martin as follows:

It was his contention that the employer had taken retaliatory action against him for invoking his right to refuse work under sections 128 and 129 of the *CLC*. He took the position that the way he was treated in the assignment of light duties to him

constituted disguised disciplinary action against him. Mr. Martin stated that as a result of the restrictions placed upon him in the assignment of light duties, it was necessary for him to incur a $71.00 financial expense. Because of the shifts he was assigned to he lost the opportunity he would normally have to use the telephone at work. He incurred a number of telephone charges relating to calls to Personnel in Moncton and to others relating to his safety concerns. He asked by way of remedy that the employer be ordered to pay his telephone bill. Mr. Martin also contended that Mr. Harris had called him at home and on one occasion improperly used Mr. Martin's son to convey a message to him. Mr. Martin asked that an order be given to Mr. Harris ordering him not to call Mr. Martin at home again.

Mr. Martin also claimed that the employer's denial of sick leave for 15 days in July 1995 is disciplinary in nature and retaliation by the employer for exercising his right to refuse work. By way of redress, an order should be issued ordering the employer to pay the 15 days of sick leave. Mr. Martin has grieved the denial of this sick leave and the grievance has been referred to adjudication.

Evidence

The first witness called by the employer was Mr. Hatcher, Deputy Warden, Atlantic Institute. Mr. Hatcher has known Mr. Martin since he came to the Institution approximately one and one-half years ago. When Mr. Hatcher came to the Institution, he was made aware shortly thereafter of Mr. Martin's concerns regarding his health. Mr. Martin had found the workplace to be unhealthy and a risk to his health because of the presence of cigarette smoke. Mr. Hatcher took some interim steps to deal with the problem when Mr. Martin's illness was reaffirmed by doctors. Mr. Hatcher took some interim measures to take Mr. Martin off regular duties and place him on light duties. According to the National Heath and Welfare assessment of Mr. Martin, Mr. Martin was classified as a "Type B", i.e. fit for duty with limitations. Mr. Martin's limiting condition was his vulnerability to smoke. Mr. Martin's previous duties involved the observation of inmates at a variety of posts. There is a great deal of smoke emanating from the inmates, 99 percent of whom smoke. Mr. Martin was given duties at the principle entrance to the Institution, on the mobile units and in the tower. Initially, he was given all three shifts to work in these posts. Tests to assess the quality of air were arranged through Labour Canada. The results were quite good;

the quality of air in the Institution was equivalent to or better than many government buildings. There were, however, burnt particles in the air from cigarette smoke, although in very small amounts. At that point, Mr. Hatcher considered putting Mr. Martin on a full range of duties again. However, because of his concern for the burnt particles in the air, even though these amounts were minuscule, he requested further clarification from Health Canada. His concern was whether or not Mr. Martin's health required that he work only in areas that were entirely free from smoke or whether or not the quality of air being rated as excellent he could be placed anywhere. The response which he received from Health Canada made it clear that Mr. Martin must work in areas that were entirely free from smoke. At that stage, Mr. Hatcher decided to enter into a formal light duty agreement with Mr. Martin. This agreement was negotiated on June 23 or 24, 1995 with Officer Hare and signed on June 30, 1995. Although Mr. Martin signed the agreement on June 30, he withdrew his signature later on the same day. As a result of a previous adjudication hearing on June 28, 1995, the parties attempted to try to settle the matter. Although Mr. Martin had originally been scheduled to work on the midnight shift only, as a result of the attempts to settle the matter he was allowed by Mr. Harris to attempt to work evening shifts as well on certain designated posts. The posts and shifts that Mr. Martin was considered capable of working on were determined by the necessity of limiting his contact with visitors, other officers and the inmates themselves. It was only on the midnight shift that the employer could guarantee that there would be no exposure to smoke. This is because inmates were locked up at 10:00 p.m., visitors were very infrequent and there was less contact with other staff because there was less need to relieve other officers and otherwise interact with them. Mr. Martin spoke to Mr. Hatcher directly and requested that he be given an opportunity to do day shifts as well. Mr. Hatcher refused because of the clear direction he had received from Health Canada that Mr. Martin's workplace was to be free of all smoke. His decision had nothing to do with Mr. Martin's action in refusing to perform work. Even though some areas were designated non-smoking, there could be inadvertent exposure to smoke. For example, when one is working at the principle entrance post sometimes visitors enter the post while still smoking and must be asked to put their cigarettes out. They are then required to extinguish their cigarettes but smoke continues to linger in the air. On the day shift there is a continuing problem of staff having to be relieved and reassigned to cover other positions and also to take care of minor crises when these occur. These crises are

more likely to occur on the day shift because of the increased activity that takes place on the day shift and the fact that inmates can be moving about and smoking almost anywhere throughout the whole Institution during the day.

When asked by the grievor whether there was any significance to be attached to the fact that an ordinary light duty form was not used for Mr. Martin's agreement, the witness testified in cross-examination that there was no significance to be attached to this omission. Mr. Martin's agreement was printed on ordinary stationary to provide ample space for details of his health problem.

The witness also testified that midnight shifts were often used as light duty for officers where it was necessary to limit contact with inmates. For example, female officers who were pregnant often requested the midnight shift in order to reduce contact with inmates who might be violent. Similarly, in Mr. Martin's case since the primary source of smoke in the Institution came from the inmates, reducing his contacts with the inmates was necessary in order to reduce his contact with smoke.

Also testifying for the employer was Mr. John Harris, Living Unit Manager. He was directly involved when Mr. Martin, in late May 1995, invoked his right to refuse work under Part II of the *CLC*. The circumstance of Mr. Martin's refusal was that he had been assigned motorized patrol duties and when he entered the vehicle he found cigarette butts in the ashtray. This indicated to Mr. Martin that someone had been smoking in the vehicle prior to his shift. When Mr. Harris learned of the refusal, he decided to redeploy Mr. Martin to the tower. Shortly after Mr. Martin was redeployed to the tower, Mr. Luc Sarrazin, the Safety Officer, contacted Mr. Harris. Mr. Sarrazin gave Mr. Harris some instructions on how to deal with the situation. Mr. Harris then called Mr. Martin who was in the tower. Although the tower was not a designated smoke free area, Mr. Martin was, however, to be alone in the tower at the time. Mr. Martin informed Mr. Harris that he was exercising his right to refuse work in a number of other posts as well. He refused work in the gallery, in the control bubble, on mobile, and anywhere in the main building where there might be smoke in the atmosphere. Mr. Sarrazin visited the Institution and met with Messrs. Martin and Harris and a Mr. Tom Sharp. Mr. Sarrazin asked Mr. Martin if there had been any change in the air quality since he had made his last tests at the Institution. When

Mr. Martin stated that there had been no change, Mr. Sarrazin ruled that the air quality was not unsafe.

Mr. Harris testified that his relationship with Mr. Martin up until July 28, 1995 had been congenial. The fact that Mr. Martin had submitted concerns about the quality of air did not concern him because he was interested in improving the quality of air himself. He stated that he is asthmatic.

When the light duty agreement dated June 25 was signed on June 30, Mr. Martin attended the meeting at which the signing took place with his union representative, Mr. Murdoch Nicholson. Prior to this, on June 25, Mr. Martin had agreed with Officer Hare verbally that his shifts be restricted to the midnight shift. Mr. Harris stated that on June 28, 1995 he "stuck out his neck" and in order to settle the matter had committed himself to allowing Mr. Martin to work evening shifts. When Mr. Harris spoke to Mr. Hatcher, the Deputy Warden, the next morning at the Institution, Mr. Hatcher did not agree to allow Mr. Martin to work day shifts. Mr. Harris denied Mr. Martin's claim that he had been refused working day shifts by management as a retaliation for his previous refusal to perform work. Mr. Harris stated that this had never entered into any of the discussions that he had with anyone. In fact, both he and Mr. Hatcher had wrestled extensively with the problem of having Mr. Martin do day shifts and yet keep him in a smoke free environment. The witness stated that even if the Institution declared a post to be smoke free, there was no guarantee that it would in fact always be "smoke free". He gave the example of drugs in the Institution. Even though the Institution is supposed to be drug free, clearly drugs do get in there anyway and are consumed within.

In cross-examination, Mr. Harris stated that he had not threatened Mr. Martin with release for incapacity. Also in cross-examination, Mr. Harris stated that when he deployed Mr. Martin to the tower post on May 23 after Mr. Martin had exercised his right to refuse work, he chose that post because he thought that it would be free of smoke since Mr. Martin would be alone there.

Mr. Harris also stated that there was nothing punitive towards Mr. Martin when he spoke to Mr. Martin's son and left a message with him. The boy clearly understood the message and was not at all perturbed by it.

He testified that Mr. Martin had been refused sick leave because management had never been actually satisfied that he was ill during the period of sick leave requested. Although the illness was certified by a doctor, he had no knowledge of the nature of the illness. Mr. Martin visited the Institution during his period of requested sick leave and according to Mr. Harris "looked as well as he does today". He was suspicious. He was also concerned that Mr. Martin had originally requested family related leave and then asked that his request for leave be changed to certified sick leave. This raised questions that needed answers.

On July 24, he requested of Mr. Martin that he undergo a full medical assessment. His information was that Mr. Martin was not well enough to travel by himself. He therefore made arrangements for him to travel by train because he thought there would be less stress on Mr. Martin and he would be more comfortable traveling by train. Mr. Martin expressed his unhappiness with the arrangements and would not cooperate in making himself available to receive the tickets. Several attempts to deliver the travel documents personally to Mr. Martin at his home failed. He called Mr. Martin at his home on July 25 regarding the latter's rest days. His son answered. He was polite and cooperative. He repeated the message back to Mr. Harris. The son seemed perfectly at ease.

Mr. Martin did not attend his National Health and Welfare appointment in Halifax. It was at this point he decided to deny Mr. Martin's application for sick leave.

Also testifying for the employer was Mr. Kevin Hare, Correctional Supervisor, Unit 2, working under the direction of Unit Manager, Mr. John Harris. Under Mr. Harris' direction, he is responsible for the day-to-day running of the Institution. On June 24, 1995, the witness testified that he was asked to negotiate a light duty agreement with Mr. Martin. He was experienced in the area of negotiating these kinds of agreements. Mr. Hare met with Mr. Martin and gave him a list of posts that had been used as light duty posts over the past four years. Present also was a union representative. When an officer is given light duties and agrees to assume a post, he must be able to perform all the duties of that post. Some positions include a rotation with other posts. For example, an officer assigned to mobile patrol might switch with the officer posted to the tower after an hour or so. In turn, the officer in the tower might be required to come inside during the supper hour to supervise the inmates.

Mr. Hare reviewed all the posts with Mr. Martin and Mr. Martin indicated that the only posts where he could perform all the duties were the two posts of principal entrance and mobile, on the morning or midnight shift. There are some posts, such as mobile patrol, where complete enforcement of the non-smoking policy would require 24-hour a day supervision, which the Institution was unable to provide. In fact, there was a third mobile patrol vehicle which was absolutely non-smoking and it was reserved almost exclusively for Mr. Martin's use. The witness stated that he had never seen another officer, except Mr. Martin, drive this particular vehicle. The witness testified that in negotiating the light duty agreement with Mr. Martin there was no force or intimidation brought to bear on Mr. Martin. The purpose of the negotiation was to assist Mr. Martin and the meeting went amicably with Mr. Martin's full cooperation in the presence of his union representative. There was never any question of retaliation with regard to Mr. Martin's ability to use the telephone to consult with Personnel and others about his health and safety problems. No restrictions were ever placed on Mr. Martin's ability to use the telephone. Even though he did not work the day shift, he could come in an hour or two early or stay an hour or two later in order to use the telephone for this purpose if he so chose.

Mr. Murdoch Nicholson was called to testify for the complainant. Mr. Nicholson was present when Mr. Harris explained to Mr. Martin the various options available to him because of his need to work in a completely smoke free environment. Mr. Harris explained a number of options, including release for incapacity; however, this was only in the context of explaining all the alternatives to light duties for him.

Other options discussed were the possible deployment of Mr. Martin to another department or a "cash-out". The witness testified that he felt comfortable during these discussions. Options were being discussed and there was nothing pressuring or threatening in the nature of these discussions.

Mr. Martin called as a witness Charlene Sullivan who is the Regional Chief, Career Management, Personnel, Moncton. The witness testified that although she recalled speaking by telephone to Mr. Martin from Moncton on a number of occasions, she could not recall any instances where he was obliged to call her back thus incurring long-distance telephone expenses.

Mr. Martin, the complainant, testified. He expressed his concerns about the transportation arrangements that management was prepared to make for him to go to Halifax for the National Health and Welfare medicals they required him to attend. At first he was going to be allowed to drive to Halifax. He requested that he be allowed a co-pilot because he needed some company. Later, he was informed that no vehicles were available. Later, management requested that he use the train. Somehow his request for a co-pilot had been interpreted by management to mean that he had not felt well enough to drive himself. He insisted that he gave no one the impression that he was incapable of driving. Management wished to buy his tickets and pay all his expenses related to train travel. Mr. Martin considered management's decision to send him by train to be motivated by a desire to retaliate against him. Despite several attempts to deliver his travel requirements and tickets to him, Mr. Martin never did attend his medical appointment in Halifax.

Mr. Martin claimed that a denial of sick leave for the period July 6 to 27, 1995 was punitive also. It was noted that this denial is the subject matter of a grievance which has been referred to this Board for adjudication and is presently before the Board. Although Mr. Martin originally asked for family related leave, he stated that his circumstances changed during the night of July 6 and he was required to book off sick for seven days.

Mr. Martin also claimed that Mr. Harris, his supervisor, had harassed his 13 year old son in a telephone conversation.

Mr. Martin testified that he incurred approximately $70.00 in telephone expenses because he was not able to use his office telephone to telephone his staff relations officer.

Argument of the Employer

Mr. Martin was not denied the use of the office telephone. He could have used it before or after his shift.

Mr. Hare explained the process used in arriving at his shift assignment. Mr. Nicholson, Mr. Martin's union representative, saw nothing coercive in the meeting which led to Mr. Martin's light duty assignments.

Normally, an employee would want to convince his employer of the reality of his illness if his employer had suspicions. Yet, Mr. Martin refused to cooperate.

There were no actions taken against Mr. Martin which could in any way be described as punitive, discriminatory or contrary to the *CLC*.

Argument of the Complainant

Mr. Martin felt that he was treated differently from others. His light duty arrangement was not set out in the usual memorandum form. Management had previously allowed him to work all three shifts.

His leave record was good and his request for certified sick leave should not be refused.

Mr. Martin referred to the Dyck decision (Board files 166-2-14422 and 14423).

Reasons for Decision

Because of Mr. Martin's medical restrictions, the only shifts that he could safely work were the midnight and evening shifts assigned as part of the light duty arrangement. The question of possible dismissal for incapacity was discussed only as one of a number of possibilities and there was nothing threatening or coercive about this discussion. No evidence was introduced to show breach of confidentiality of his case nor was there any evidence to show that the grievor was refused access to any documents that existed.

Regarding the telephone conversation between Mr. Harris and Mr. Martin's son, I have no reason to doubt Mr. Harris' recollection of the conversation. Mr. Martin's son did not give evidence but sent in a letter (Exhibit G-2). Even if I were to accept Mr. Martin's son's account in this letter, I find nothing wrong with the message left with him. The evidence shows that Mr. Martin was not always easy to reach personally.

Because of the restrictions imposed by Mr. Martin's susceptibility to smoke and the need to have him work in a completely smoke free environment, the light duty arrangement arrived at was not unreasonable.

While it may have been more difficult for Mr. Martin to use the office telephones after he stopped working on day shifts and he incurred long-distance expenses, there is no evidence linking this to any attempt by his employer to punish him. It resulted from the light duty arrangement which was required to accommodate Mr. Martin's work restrictions.

The denial of Mr. Martin's sick leave is the subject matter of a grievance which has been referred to the Board for adjudication. It is not before me at this hearing and I cannot make any findings on the merits.

In short, even assuming that the subject-matter of Mr. Martin's complaint falls under the provisions of paragraph 147(a) of the *CLC*, I can find no merit to the suggestion that the complainant was harassed, dismissed, suspended, laid-off, demoted, was the subject of a financial penalty or loss of remuneration, was disciplined or threatened with discipline, or was otherwise dealt with unfairly.

I must therefore dismiss the complaint.

Rosemary Vondette Simpson,
Board Member

OTTAWA, June 26, 1996.