Date: 20090320

Files: 566-34-280 to 342

Citation: 2009 PSLRB 36

Public Service
Labour Relations Act

Before an adjudicator

BETWEEN

BRAD F. ANDRES ET AL.

Grievors

and

CANADA REVENUE AGENCY

Employer

Indexed as
Andres et al. v. Canada Revenue Agency

In the matter of individual grievances referred to adjudication

REASONS FOR DECISION

Before: John A. Mooney, adjudicator

For the Grievors: Jean Saint-Pierre, counsel

For the Employer: Patricia Gravel, counsel

Heard at Montreal, Quebec,
December 15 to 17, 2008.
(PSLRB Translation)

I. Individual grievances referred to adjudication

[1] From April 5 to May 16, 2005, Brad F. Andres and 78 other employees whose names are listed in the appendix to this decision ("the grievors") filed grievances with the Canada Revenue Agency ("the employer" or "the Agency") contesting the employer's decision to prohibit them from wearing, during working hours and in front of clients, a button provided by the Public Service Alliance of Canada ("the Alliance") bearing the Alliance logo and reading: "You'll miss us when we're gone! 2006." The grievors, who occupy various positions at the CR-03, CR-04, PM-01 and PM-02 groups and levels, allege that in doing so the employer violated clause 19.01 of the collective agreement between the employer and the Alliance for the Program and Administrative Services Group that expired on October 31, 2007 ("the collective agreement"). Although the grievances were presented up to and including the final level of the grievance process, they were not resolved to the grievors' satisfaction.

[2] On April 21, 2006, the grievors referred their grievances to adjudication under paragraph 209(1)(*a*) of the *Public Service Labour Relations Act* ("the *Act*").

II. Summary of the evidence

[3] Four people testified for the grievors and two for the employer. The grievors adduced 12 exhibits, and the employer adduced two exhibits.

[4] The grievances have to do with two groups of client services officers at the Agency, those working at the information counters and those working at the cash counters. Each of the grievors work at one of those counters. The representatives of both parties asked me to consider that the evidence adduced at the hearing be valid for all the grievances dealt with in this decision. I agreed to the request.

[5] Pierre-Wilfrid Landry testified for the grievors. He has worked for the Agency since January 1998. When he filed his grievance, he was an information counter officer at the Montreal office. His duties were varied. The main duties of the position, as described in the work description (Exhibit F-3), include providing clients with information on income tax returns for individuals and trusts and explaining to clients the various social programs for individuals and the related requirements. Mr. Landry met with clients who did not have an appointment. Clients arrived at the office, took a number and were served in sequence. Mr. Landry met with 15 to 25 clients per day.

[6] Mr. Landry testified that the employer planned to reorganize the information counters. The reorganization meant that clients could no longer arrive at the information counters without an appointment; they would have to make inquiries by Internet or telephone. As a result, positions would be eliminated.

[7] Mr. Landry explained that the cash counter officers accepted income tax payments directly from taxpayers. The employer also planned to reorganize the cash counters. The employer wanted clients to make payments electronically or at a financial institution rather than to cash counter officers. Clients who did not want to use those methods could still request an appointment with an officer. As a result, positions would be eliminated.

[8] Mr. Landry explained why, in the spring of 2005, he wore a button bearing the Alliance logo and reading: "You'll miss us when we're gone! 2006" (Exhibit F-4). He wore the button at the request of the Alliance Local 10008. The purpose of this union activity was to inform clients that the information counter officers and the cash counter officers would no longer be there to serve them in 2006.

[9] Mr. Landry wore the button for two days in the spring of 2005. Mr. Jones, his team leader, asked him to remove the button. Mr. Landry asked Mr. Jones to provide him with a written directive stating that he could not wear the button. Mr. Jones did not provide him with a written directive but referred Mr. Landry to Joanne Hivon, the team manager. Mr. Landry contacted Ms. Hivon, who told him that she had no written directive that she could provide to him. Mr. Landry then decided to file a grievance.

[10] Mr. Landry explained that the reorganization was phased in over a two-year period. The number of information counter officers dropped from between 12 and 16 employees to 2 permanent employees and 2 "[translation] reserve" employees. Now, except in a few exceptional cases, the information counter officers meet with clients only by appointment.

[11] Mr. Landry stated that on June 17, 2005, Michel Dorais, the Agency's commissioner, informed Agency employees by email that the Agency had changed its decision about the cash counters (Exhibit F-5). Following consultations, the Agency had decided to maintain the cash counter services. However, the Agency would no longer accept payments in cash but would accept payments only by cheque or debit card. The Agency did not change its decision about the information counters.

[12] Mr. Landry stated that, following the work reorganization, he no longer felt useful at the information counter. In January 2007, therefore, he accepted a transfer to another position in the Agency.

[13] Under cross-examination, Mr. Landry stated that during the peak period, from February to May, he might meet with 20 percent more people. That said, the client surge during the peak period had been less pronounced in recent years because client numbers had also increased throughout the year.

[14] Mr. Landry stated that, although the employer had not told him it would eliminate positions, the reorganization implied that the Agency would need fewer employees since clients would no longer be able to meet with officers without an appointment.

[15] Under further questioning, Mr. Landry explained that after the reorganization of the information counters, clients were to make inquiries by telephone. Mr. Landry added that many people have difficulty communicating by telephone and that it is often difficult to reach an officer by telephone. According to Mr. Landry, 20 percent of clients never reach an officer by telephone.

[16] Sabri Khayat testified for the grievors. He has worked for the Agency at the information counters since August 1987. Since July 1999, he has worked full-time as Quebec region vice-president of the Union of Taxation Employees (UTE), a component of the Alliance. The Quebec region has six union locals.

[17] Mr. Khayat is one of the employees affected by the work reorganization. His substantive position at the information counters was eliminated. He subsequently accepted a position in the collections section. He noted that he did not file a grievance.

[18] At a December 2004 union-management meeting that Mr. Khayat attended, Mr. Dorais and Monique Leclerc, the Agency's assistant commissioner for Quebec, announced that the Agency would carry out a budget reallocation and that it was preparing to eliminate some positions.

[19] Since Mr. Khayat was co-chairperson of the Alliance communication committee, he helped design the button in February 2005. The purpose of the button was to inform the members of the Alliance as well as clients that the information counters

and the cash counters would be eliminated. The button was not distributed to all employees, only to those affected by the elimination of those services.

[20] Mr. Khayat learned that the employer had prohibited employees from wearing the button when a member of the Alliance told him that his team leader had asked him to remove the button he was wearing. The member concerned had then asked the team leader for a written directive setting out that prohibition, but the team leader had refused to give him one. Mr. Khayat advised the employee concerned to remove the button for the moment. Mr. Khayat then contacted Marc Bellavance, Director of the Agency's regional office, to ask him whether there was an Agency directive prohibiting the wearing of such buttons. Mr. Bellavance responded that he had received a call from Ottawa confirming the prohibition on wearing the button, but that he had no written documentation of the prohibition.

[21] Under cross-examination, Mr. Khayat stated that at the December 2004 union-management meeting, the employer had expressed a firm intention to make cuts to client services. The decision had been made but not yet confirmed. The employer changed its decision about the cash counters because the Alliance convinced it that those cuts were not necessarily a good idea.

[22] Mr. Khayat stated that the prohibition on wearing the button applied to all employees, not only to those dealing with the public.

[23] Marc Brière testified for the grievors. He has occupied a position at the Agency as a collections officer at the PM-02 group and level since 1999. He works at the Agency's Laval office, which has 675 employees. His job is to collect amounts owing to the Agency, as his work description indicates (Exhibit F-9). He meets with clients only by appointment.

[24] Mr. Brière stated that he wore the button at the request of the Alliance for one day. The purpose of the button was to inform co-workers and the public of the reduction in services that would result from the elimination of positions. Approximately 30 persons in his section, which has 175 employees, wore the button.

[25] Mr. Brière testified that he stopped wearing the button when Chantal Lacombe, Director, Collections Section, asked employees not to wear it. The prohibition applied to all employees, even those who, like Mr. Brière, did not deal directly with the public.

The employees complied with Ms. Lacombe's request. Mr. Brière and 16 other employees then signed the grievance filed by Nicole Dubé.

[26] Mr. Brière emphasized that the reorganization was not beneficial for clients because not all clients have Internet access.

[27] Mr. Brière explained that the Agency's InfoZone intranet site is the best way for the Agency to communicate with employees. On this site, there is an area for employees and an area for the employer. As well, the Agency has bulletin boards on each floor of the Laval office: one for the employer, one for employees and another for occupational safety and health matters. The employer decides what is posted on the bulletin boards.

[28] Under cross-examination, Mr. Brière stated that the Alliance also distributed one leaflet written for employees and another written for the public. As well, the Alliance invited its members to contact their members of Parliament.

[29] Mr. Brière testified that the Alliance did not distribute the buttons to all employees in all parts of Canada. It distributed them only to employees working in the client services, collections and audit sections, although the latter were less affected by the unwanted reorganization. Although the buttons were offered to all employees in the bargaining unit, the focus was on those directly affected by the reorganization. The Alliance did not want to force employees to wear the button.

[30] Pierre Mulvihill, a labour relations officer for the UTE, testified for the grievors. According to him, the decision to reorganize client services had already been made on February 24, 2005. That day, he attended a briefing session in Ottawa organized by the Agency. Neil Barclay, a manager at the Agency, presented a slide show providing details of the reorganization (Exhibit F-12A). After the briefing session, the Agency also distributed a question-and-answer document on the reorganization (Exhibit F-12B). The slide show indicates that the Agency would carry out a "[translation] . . . streamlining of information counter services . . ." (Exhibit F-12A, page 7) and that it would "[translation] . . . encourage clients to use more affordable and accessible services (for example, the Internet and telephone services) rather than visiting the client service counters . . ." (Exhibit F-12A, at page 7). The Agency had already decided to eliminate the cash counters, since the slide show indicates that it would "[translation] . . . phase out, over a period of several years, counter services for cash payments . . ."

(Exhibit F-12A, at page 8) and that "[translation] . . . taxpayers will have to make their payments electronically, by mail or at a financial institution . . ." (Exhibit F-12A, at page 8). Similar information is found in the question-and-answer document (Exhibit F-12B).

[31] Mr. Mulvihill testified that, at the briefing session, Mr. Barclay stated that positions at the information counters would be eliminated and that the Agency would close the cash counters. The Agency would place the employees affected by the reorganization in other positions at the Agency. Mr. Barclay did not specify the number of positions that the Agency would eliminate, but the slide show provided details of the savings the Agency intended to realize by means of the reorganization. The Agency would save $12.5 million on the information counters and $5.3 million on the cash counters (Exhibit F-12A, at page 13). The slide show also indicated that the Agency-wide reorganization would result in the elimination of 1500 full-time positions (Exhibit F-12A, at page 4). Mr. Mulvihill noted that the elimination of 1500 positions would affect sections in addition to the information counters and the cash counters.

[32] Chantal Lachance testified for the employer. She is the Agency's director general of communications, Quebec region. In early April 2005, she was Assistant Director of Client Services at the Laval office. In late April 2005, the Agency merged client services with the collections division. Ms. Lachance then returned to her substantive position as collections manager while retaining responsibility as client services manager. She stated that she signed the responses to the grievances filed by the grievors.

[33] Ms. Lachance explained that in February 2005 all federal government agencies had undertaken an exercise designed to cut costs over the next three years. Another purpose of the exercise was to increase the Agency's efficiency. The Agency wanted to reorganize services to provide effective service with fewer employees. The purposes of the exercise were not always clear, particularly in the regions. Managers knew that service delivery had to be reviewed but did not know exactly how the review would be implemented.

[34] Ms. Lachance stated that senior management had asked that the structure of the information counters be changed. The Agency created new positions; officers in the new positions directed clients making inquiries to technological and telephone resources. If clients did not want to use those means of communication, they were

given an appointment with an officer, as had previously been the case. The changes were implemented in 2006.

[35] Ms. Lachance added that there had never been any question of eliminating positions. The Agency simply wanted to change the way it delivered its services.

[36] Ms. Lachance stated that at the Laval office there are between 600 and 700 positions, 200 of which are in the collections division. In spring 2005, between 17 and 20 persons in that division wore the button. Ms. Lachance added that 12 of those people worked at the information counters and 1 or 2 at the cash counters.

[37] Ms. Lachance added that the information counter at the Laval office still exists but operates only by appointment. She has never received any complaints about this service, which serves between 20 000 and 30 000 clients each year.

[38] Ms. Lachance explained that the fact that the employees wore the button and discussed it with clients was of concern to the employer because it gave the public a false image of the Agency and undermined its credibility. The message being conveyed by the employees was incomplete. The employees were telling the public only one side of the story. They were not telling clients that the information services and the payment services would continue to be provided and would be provided differently or that in certain situations officers could meet with clients without an appointment.

[39] Ms. Lachance added that in April 2005 the employees could not tell clients what the repercussions of the changes proposed by the Agency would be, since the reorganization plans had not yet been completed.

[40] Under cross-examination, Ms. Lachance stated that in 1999, the information counter at the Laval office served 19 000 clients. Today it serves between 2000 and 3000 clients per year, most of them by appointment. The Agency is obliged to accommodate clients who arrive without an appointment and insist on meeting with an officer.

[41] Ms. Lachance stated that the Agency had changed its decision to reorganize the cash counter service following interventions by various interest groups including tax experts and accountants. She did not recall whether the unions made representations to the Agency.

[42] Ms. Lachance stated that the reorganization of the information counters and the cash counters did not result in any layoffs. The employees affected by the reorganization were all assigned to other positions.

[43] Louise Simard testified for the employer. She is the assistant director of the Individual Returns and Benefits Division at the Agency's Jonquière office. In April 2005, she was client services manager for individual returns. At that time, two persons worked in the Jonquière client services section.

[44] Ms. Simard was also responsible for client services at the Agency's Chicoutimi office. She supervised 75 persons in all. There were two sections: client services and taxpayer inquiries. At the Chicoutimi office, 12 persons work in the client services section.

[45] Ms. Simard stated that the Chicoutimi office had eliminated the telephone service in 2004 and that it only provided counter service.

[46] Ms. Simard testified that at peak periods the number of clients doubles or triples.

[47] Ms. Simard stated that, in April 2005, in the opinion of management at the Jonquière and Chicoutimi offices, no final decision had been made on the reorganization. Management was simply considering options for change. Eventually no changes were made to the Jonquière and Chicoutimi offices.

[48] Ms. Simard stated that only employees of the client services section at the Chicoutimi office wore the button. In April 2005, the employer prohibited employees from wearing the button. Diane Gagnon, Director, informed Pierre Boutin, Assistant Director, of the prohibition on wearing the buttons. Mr. Boutin in turn contacted the team leader to inform that person of the prohibition. Management also informed the president of the Alliance local.

[49] Ms. Simard stated that management prohibited employees from wearing the button because the message on the button was unclear. The button more or less suggested that the information counter services would no longer be available to clients in 2006. The employer did not want clients to receive a message that was unclear. It also wanted to avoid provoking clients. It could not anticipate the public's reaction to the button.

[50] Ms. Simard stated that the Agency did not close any counters at the Jonquière or Chicoutimi offices.

[51] Under cross-examination, Ms. Simard stated that she never saw employees wearing the buttons because at that time she was at the Jonquière office.

III. Summary of the arguments

A. For the grievors

[52] Counsel for the grievors argued that the employer violated clause 19.01 of the collective agreement by prohibiting them from wearing the button and that it violated section 5 of the *Act* and paragraphs 2(*b*) and (*d*) of the *Canadian Charter of Rights and Freedoms*, R.S.C. 1985, Appendix II, No. 44, Schedule B, Part I ("the *Charter*").

[53] Counsel for the grievors first emphasized that the employer was well aware that it was going to eliminate positions at the information counters and the cash counters when it prohibited the grievors from wearing the button in spring 2005. Mr. Khayat had learned that the employer was preparing to eliminate positions at a December 2004 union-management meeting. On February 24, 2005, the employer held a briefing session with representatives of the Agency and the Alliance, including Mr. Mulvihill. At that meeting, Mr. Dorais presented a slide show indicating that the employer would carry out a reorganization of services involving budget cuts and the elimination of positions at the information counters and the cash counters (Exhibit F-12A). As well, the question-and-answer document distributed a few days after the briefing session indicates that the employer would be eliminating client service positions (Exhibit F-12B). That fact contradicts Ms. Lachance's testimony that reorganization plans were only at an early stage when the grievors wore the button. Ms. Lachance testified that management had not made a firm decision about eliminating positions.

[54] In reaction to those changes, the Alliance asked its members, particularly those most affected by that management initiative, to wear the button. The purpose of the button was to inform members of the Alliance and the public about the changes management was going to make to client services. The button was not worn for a long time. For example, Mr. Brière wore it for only one day, and Mr. Landry for two days.

[55] Mr. Landry tried to obtain a written version of the directive prohibiting employees from wearing the button but management did not provide him with one. Ms. Simard stated that she had received the directive from the Assistant Director, who had received it from the Director, who had received it from the Assistant Commissioner.

[56] Subsequent events established that the employer's reorganization plans were in fact implemented and a number of positions at the information counters were eliminated.

[57] Counsel for the grievors argued that the employer violated clause 19.01 of the collective agreement by prohibiting the grievors from wearing the button. Clause 19.01 prohibits the employer from discriminating against a person because of that person's ". . . membership or activity in the Alliance . . ." (Exhibit F-1). Wearing the button was a lawful activity of an employee organization, and the employer was obliged to respect that right.

[58] As well, counsel for the grievors noted that section 5 of the *Act* protects employees' right to participate in the activities of an employee organization:

> ***5.*** *Every employee is free to join the employee organization of his or her choice and to participate in its lawful activities.*

[59] Counsel for the grievors added that employees are not allowed to do anything they wish. The case law has set out guidelines framing the right to participate in union activities. In *Quan* v. *Canada (Treasury Board)*, [1990] 2 F.C. 191 (C.A.), the Federal Court of Appeal ruled that a union member's wearing a button during working hours was a legitimate activity in the union, to be curtailed only where a detrimental effect on the employer's capacity to manage or its reputation can be demonstrated. The Federal Court of Appeal ruled that the collective agreement clause prohibiting discrimination against employees for participation in activity in the union must be interpreted in light of section 6 of the *Public Service Staff Relations Act*, R.S.C. 1985, c. P-35 ("the former *Act*"), which provided that employees had the right to participate in employee association activities. In that case, the Court ruled that wearing a button reading: "I'm on strike alert" (at page 193) was a legitimate activity in the union and that the employer was not justified in asking employees to remove the buttons since that sentence did not impinge on the employer's authority in any way and was not

detrimental to its reputation. In these grievances, the employees participated in an employee association activity when they wore the button, and the employer has not established that wearing the button was detrimental to its reputation or its operations.

[60] In *Syndicat des travailleuses et travailleurs des postes c. Société canadienne des postes (Postes Canada)*, [2006] R.J.D.T. 1675, the employer had prohibited employees who dealt with the public from wearing a button reading as follows: "Your *public* postal service delivers . . . for now" (at paragraph 2). The purpose of wearing the button was to make the public aware of the closure of a postal sorting centre. The collective agreement provided: "There shall be no . . . interference . . . or . . . disciplinary action . . . by reason of . . . membership or activity in the Union" (at paragraph 50). The arbitration tribunal ruled that wearing the button constituted a union activity and that the employer had violated the collective agreement by prohibiting wearing the button.

[61] Counsel for the grievors also argued that the employer's prohibition on wearing the button violated the grievors' freedom of expression protected under paragraph 2(*d*) of the *Charter*. (Counsel for the grievors referred to the "freedom of expression" protected by paragraph 2(*d*) of the *Charter*. However, paragraph 2(*d*) of the *Charter* protects freedom "of association"; it is paragraph 2(*b*) that protects freedom "of expression." I believe that counsel was referring to both types of rights since he cited decisions dealing with both.) In *Syndicat des travailleuses et travailleurs des postes,* the arbitration tribunal not only ruled that the prohibition on wearing a button violated the collective agreement but also allowed the grievance on the ground that the prohibition violated paragraph 2(*b*) of the *Charter*. According to the arbitration tribunal, "[translation] . . . the purpose of freedom of expression is to allow a person to draw the attention of other persons, including the general public, to that person's point of view, and thus possibly to open debate . . ." (at paragraph 22). The arbitration tribunal ruled that employees who wear a button in the workplace during working hours are exercising their right to freedom of expression, provided they meet a certain number of conditions. These conditions include the following:

- the wearing of the button must be discreet and non-invasive;
- the message must be expressed in terms that are not virulent or denigrating;
- wearing the button must be a voluntary decision;

- wearing the button must not disrupt normal work activity; and
- wearing the button must not jeopardize business dealings with clients and suppliers for no substantive reason.

[62] Counsel for the grievors emphasized that in these grievances, wearing the button met all those conditions. The button is only two inches in circumference. The message on it was polite and not denigrating in any way. Wearing the button, although done at the union's request, was voluntary. The employer adduced no evidence that would establish that wearing the button was detrimental to its operations. The message on the button was accurate since, as noted above, the employer intended to change client services at the information counters and the cash counters starting in February 2005.

[63] Counsel for the grievors argued that the button was clear. Obviously, since it was a button, the message it bore had to be brief. The message was that some services would no longer be available in 2006. And, in fact, the employer had decided to reorganize the information counter services and to eliminate the cash counter services. With respect to the cash counter services, the employer had decided in February 2005 to eliminate them, but later changed its mind.

[64] Counsel for the grievors also referred me to *Société canadienne des postes c. Syndicat des travailleuses et des travailleurs des postes*, an unpublished December 11, 2008 decision by arbitrator Claude Lauzon. In that case, the employer had prohibited the wearing of a button reading: "Your public [the word "public" was written in larger letters] post office delivers . . . for now." The employees had worn the button to protest the tabling of a bill that could have deregulated postal delivery services. The arbitrator ruled that the prohibition on wearing the button violated the collective agreement, which prohibited the employer from discriminating against or interfering with a union member because of that person's "[translation] . . . membership or activity in the Union. . . " (at page 23), even if that activity was unrelated to the collective bargaining process. The arbitrator also ruled that the prohibition violated the freedom of expression protected under paragraph 2(*b*) of the *Charter*, a freedom that is assumed to form part of the provisions of the collective agreement. This freedom of expression takes precedence over the employer's right to manage.

[65] In *Acier Argo Ltée c. Association internationale des travailleurs de métal en feuille, section locale 133*, [1998] R.J.D.T. 1426, the arbitration tribunal ruled that the employer had violated the freedom of expression of union members by prohibiting them from wearing on their hard hats a sticker reading: "[translation] Proud to be a member of the Sheet Metal Workers International Association" (at page 1427). In that case, the union had argued that the prohibition by the employer violated the freedom of expression of unions protected under the collective agreement and under section 3 of Quebec's *Charter of human rights and freedoms*, R.S.Q., c. C-12.

[66] In *Overwaitea Food Group Limited Partnership v. U.F.C.W., Local 1518*, 149 L.A.C. (4th) 281, the employer had prohibited employees from wearing a button reading: "Save Our Save-On Jobs" (a play on words: the name of the stores concerned was "Save-On-Foods") (at page 285). In wearing the button, the employees wished to challenge a conversion of certain stores that would have affected their conditions of employment. The arbitrator ruled that the prohibition violated the collective agreement, which provided that the employees had the right to engage in ". . . any lawful Union activity . . ." (at page 282).

[67] Counsel for the grievors referred me to *Parry Sound (District) Social Services Administration Board v. O.P.S.E.U., Local 324*, 2003 SCC 42, in which the Supreme Court of Canada ruled that the rights and obligations set out in human rights and employment-related statues are implicitly incorporated within each collective agreement (at paragraphs 28 and 29).

[68] Counsel for the grievors also referred me to *Expertech bâtisseur de réseaux c. Syndicat canadien des communications, de l'énergie et du papier (SCEP)*, an unpublished April 29, 2005 decision in which arbitrator François Hamelin ruled that the union could amend the grievance when the grievance was referred to arbitration by adding that the employer's action constituted a human rights violation. As well, in *Syndicat des employés de Villa medica Inc. (CSN) c. Villa medica Inc.*, [2003] R.J.D.T. 454, the arbitration tribunal ruled that one party could invoke violation of a right protected under section 10 of Quebec's *Charter of human rights and freedoms*, R.S.Q., c. C-12 when the matter was referred to arbitration, even if it had not been invoked in the grievance. Counsel for the grievors argued that the grievors had the right to wear the button. In doing so, they were exercising their employee association freedom of

expression. This freedom of expression was also helpful to the employer, since it revised its decision about the cash counters.

[69] Counsel for the grievors argued that, since the prohibition on wearing the button violates a basic right, as corrective action, in addition to that requested on the grievance forms, I should order the employer to pay $50 to each grievor as compensation for that violation of their rights. Counsel for the grievors noted that, in *Syndicat des travailleuses et des travailleurs des postes*, the arbitration tribunal had ordered the employer to pay $50 in compensation to each employee affected by the prohibition. In *Expertech bâtisseur de réseaux c. Syndicat canadien des communications, de l'énergie et du papier (SCEP)*, the arbitrator ruled that the union could amend its grievance when the grievance was referred to arbitration by adding that the employer's action constituted a human rights violation and requesting compensation for that violation. In *Quali-métal Inc. c. Syndicat des travailleurs de la métallurgie de Québec Inc. (CSD)*, [2002] R.J.D.T. 1345, the arbitration tribunal allowed the union to request financial compensation when the grievance was referred to arbitration, even if the union had not made that request in the initial grievance.

[70] Counsel for the grievors also asked me to post my decision on the Agency's website and on its InfoZone intranet site and that users of the intranet home page be informed as to how to locate the decision.

B. <u>For the employer</u>

[71] Counsel for the employer argued that the prohibition on wearing the button did not violate clause 19.01 of the collective agreement or the freedom of expression of the grievors' employee association.

[72] Unions' freedom of expression is not absolute. The exercise of this freedom must meet certain conditions. A balance must be struck between unions' freedom of expression and employers' right to protect their reputation and image and to ensure smooth operations.

[73] Counsel for the employer emphasized the importance of bearing in mind the context of the time when the grievors wore the button. The government had just tabled a budget. The employer had decided to reorganize delivery of its services. In February 2005, although the employer's plans affecting the information counters and the cash counters were not at an early stage, the employer had not made a final

decision. The slide show presented at the February 24, 2005 briefing session and the question-and-answer document distributed after the briefing session refer to "[translation] initiatives" (Exhibit F-12A, at page 5, and Exhibit F-12B, at page 1, question 1). At that time, the changes to client services were no more than options. The employer was assessing the repercussions of the changes that it was considering.

[74] Ms. Lachance's testimony establishes that the changes to client services were only at the planning stage. Ms. Lachance testified that in February 2005, the employer had not given her any specific objectives about changes in client service delivery. Ms. Lachance knew that the employer wanted to adopt a new strategic orientation over a three-year period. She also knew that the information and cash counters would be affected, but she did not know the concrete effects of the changes being considered, particularly on existing employees.

[75] Ms. Simard's testimony also establishes that in February 2005 the employer had not made a final decision. Ms. Simard testified that at that time she was reviewing possible changes to the information counters and the cash counters. She knew that client service delivery had to be reviewed, but she did not know how the changes were to be implemented. She had received no specific directives on action to be taken. The employer had not given her any firm information that the cash counters would be closed. The grievors relied on rumours in concluding that positions would be eliminated.

[76] Counsel for the employer argued that the fact that Mr. Dorais changed his decision about the cash counters after consulting the concerned stakeholders (Exhibit F-5) establishes that the employer was only at the planning stage in February 2005.

[77] Counsel for the employer referred me to *Public Service Alliance of Canada v. Canada Revenue Agency*, 2006 PSLRB 41. That decision, between the same parties as the parties to these grievances, addresses the issue of elimination of positions at the information counters and the cash counters. At issue was whether the employer had violated the collective agreement, specifically the provisions on work force adjustment. In ruling on that issue, the adjudicator was called on to determine the date on which the employees affected by the reorganization of client services had been informed that their positions would be eliminated. The adjudicator ruled that the employer had made the decision to eliminate the positions at the information counters and the cash

counters in October 2005 and had informed the Alliance of that decision on November 25, 2005 (at paragraph 52). Thus, that ruling establishes that the decision to eliminate the positions at the information counters and the cash counters had not been made at the time the grievors wore the button. In February 2005, the employer knew that the proposed changes could mean a work force reduction, but the positions affected had not yet been identified.

[78] Counsel for the employer did not contest the fact that, although employees may wear a button to express their views, the message on the button must meet certain conditions. The message and its impact must be analyzed in determining whether it constitutes a legitimate activity. A balance must be struck between employees' right to participate in union activities and the employer's right to protect its reputation and to ensure smooth operations. In these grievances, the button suggested that the service would no longer be available in 2006 and that the public would bear the consequences. The button suggested to the public that it would not be well served, and thus, the grievors were criticizing the employer and the government. Ms. Lachance testified that the button could lead to discussions with clients. The employer's credibility and professionalism were at stake. The employer had the right to defend its image and its reputation and to prohibit the wearing of the button.

[79] Counsel for the employer noted that the message conveyed by the button told only one side of the story. As well, the message was unclear. It could have led to a number of interpretations. For example, the message did not indicate the offices that would be affected by the changes to client services that were under consideration.

[80] Counsel for the employer argued that in these grievances the employer did not act in an arbitrary manner. The employer feared that wearing the button would undermine public confidence in the Agency. As well, the peak period for income tax returns was approaching, and thus, there was a greater potential for detrimental effect on the employer.

[81] Counsel for the employer referred me to *Almeida v. Canada (Treasury Board)*, [1991] 1 F.C. 266 (C.A.). In that decision, Revenue Canada - Customs and Excise had asked customs inspectors to remove a button they were wearing that read: "Keep our customs inspectors – Keep out drugs and porno" (at page 2). Since the inspectors refused to comply, they were suspended for insubordination. The adjudicator had dismissed their grievances; the Federal Court of Appeal upheld the dismissal,

emphasizing that employees wearing the button were expressing their support for a controversial bill tabled in Parliament that had been the subject of heated debate. Wearing the button could have drawn the employees into public debate and confrontation with the public. The Federal Court of Appeal added that when an employee wears a button criticizing the employer, the employer need not establish that there has been detrimental effect. Detrimental effect may be inferred. The employer need only establish that the decision to prohibit the wearing of the button was not arbitrary.

[82] In *Convention Centre Corporation v. Canadian Union of Public Employees, Local 500*, 63 L.A.C. (4th) 390, employees wore a button expressing their disagreement with plans to subcontract. The arbitrator ruled that the employer had the right to prohibit employees from wearing the button because it was critical of the employer's use of subcontracting and because the employees wore the button when dealing with the public. The arbitrator also ruled that the detrimental effect to the employer could be inferred from the circumstances of the case.

[83] In *National Steel Car Ltd. v. United Steelworkers of America, Local 7135* (1998), 76 L.A.C. (4th) 176, the employer had prohibited employees from wearing in the workplace a T-shirt bearing a cobra design and reading: "If provoked will strike" (at page 17). The arbitrator ruled that wearing the T-shirts was not appropriate, even if there was no evidence of detrimental effect and even if the employees did not deal with the public.

[84] With respect to the corrective action requested by the grievors, counsel for the employer argued that there is no justification for publishing my decision on the Agency's website or on its InfoZone intranet site. Such an order would be punitive, and I do not have jurisdiction to issue a punitive order.

[85] In *Telus v. Telecommunications Workers Union (Satterthwaite Grievance)*, 90 C.L.A.S. 280, under an employer policy the employer had prohibited an employee from wearing a pin bearing the acronym of the employee's union. The arbitrator ruled that the employer policy violated the collective agreement but refused the bargaining agent's request for an order that the employer send the decision to all employees. On the dissemination of a decision, the adjudicator in *International Association of Machinists and Aerospace Workers v. Correctional Service of Canada*, 2005 PSLRB 50, reached a similar conclusion, ruling that the employer was not justified in prohibiting

employees from wearing hats and pins bearing the Alliance logo but refusing the bargaining agent's request for an order that the employer post the decision in each of the employer's institutions.

[86] Counsel for the employer argued that the grievors were not entitled to request financial compensation as corrective action. She referred me to *5673769 B.C. Ltd. v. United Food and Commercial Workers Union, Local 1518*, 87 C.L.A.S. 226. In that grievance, the employer had suspended employees who had distributed a leaflet encouraging customers to shop elsewhere. The arbitrator allowed the employees' grievances but refused to award them financial compensation, finding that the employer's action was not reprehensible to that extent.

[87] Counsel for the employer also referred me to *Canada (Attorney General) v. Lussier (F.C.A)*, [1993] F.C.J. No. 64 (C.A.) (QL). In that case, the Federal Court of Appeal ruled that a PSSRB adjudicator had exceeded that person's jurisdiction by awarding punitive damages to an employee because the employer had made an administrative error in calculating an employee's sick leave.

[88] Counsel for the employer concluded by arguing that the employer was justified in prohibiting employees from wearing the button because that activity was detrimental to the employer's image, reputation and smooth operations. The employer's decision was not arbitrary.

IV. Reasons

[89] The grievors each referred a grievance to adjudication under paragraph 209(1)(*a*) of the *Act*, which reads as follows:

> ***209.*** *(1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to*
>
> *(*a*) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;*

[90] At issue in these grievances is whether the employer violated the grievors' right to participate in an "activity in the Alliance" as set out in clause 19.01 of the collective agreement and section 5 of the *Act*, as well as the right to freedom of expression and

the right to freedom of association set out in paragraphs 2(*b*) and (*d*) of the *Charter*, by prohibiting them from wearing, during working hours and in front of clients, a button bearing the Alliance logo and reading: "You'll miss us when we're gone! 2006." According to the grievors, the employer violated these rights. The employer did not contest the grievors' right to participate in employee association activities but argued that the message conveyed by the button did not respect the guidelines set by the case law about unions' freedom of expression.

[91] I will first consider the grievors' argument that the employer violated clause 19.01 of the collective agreement by prohibiting them from wearing the button. That clause reads as follows:

> ***19.01*** *There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.*
>
> [Emphasis added]

[92] My role, as an adjudicator, is to seek the intention of the parties to the collective agreement. I must presume that the collective agreement expresses their intention. I must also give clear terms their ordinary meaning. When terms of the collective agreement are unclear, I must seek the intention of the parties by analyzing the context and the legislative framework of the collective agreement.

[93] In these grievances, my search for the intention of the parties must also take into consideration section 5 of the *Act*. In fact, in *Quan*, the Federal Court of Appeal interpreted a clause of the collective agreement between the same parties as the parties to these grievances that was nearly identical to clause 19.01 of the collective agreement that is the subject of these grievances. In *Quan*, the collective agreement read in part as follows:

. . .

> ***M-16.01*** *There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national*

> *origin, religious affiliation, sex, sexual orientation or membership or activity in the union.*
>
> . . .
>
> [Emphasis added]

[94] According to the Federal Court of Appeal, that clause of the collective agreement must be interpreted in light of section 6 of the former *Act* because both that clause of the collective agreement and section 6 of the former *Act* have to do with employee association activities (at pages 194 and 195):

> . . .
>
> *In my view, the Board erred in its interpretation of Article M-16 by giving a narrower interpretation to it than to section 6 of the Act* . . . .
>
> . . .
>
> *Although the Board referred to section 6 of the* Act, *it said it was dealing with a different matter, namely, the interpretation of Article M-16.01 of the Master Agreement. However, it was conceded by counsel for the parties that a collective agreement cannot take away from the basic rights conferred on employees by section 6 of the* Act *and that both section 6 of the* Act *and Article M-16 dealt with the same subject matter in so far as employee rights to participate in union activity are concerned. Accepting that the question before us relates to an interpretation of Article M-16.01, I believe that interpreting the provision involves trying to ascertain the parties' intention in the context within which the interpretive question lies. This approach necessarily takes one to consider the effect of the language of section 6.*
>
> . . .
>
> [Footnote omitted]

[95] In substance, the wording of section 6 of the former *Act* and of section 5 of the new *Act* are almost identical:

Former *Act*	New *Act*
6. *Every employee may be a member of an employee organization and may participate in the lawful activities of the employee organization of which the employee is a member.*	***5.*** *Every employee is free to join the employee organization of his or her choice and to participate in its lawful activities.*

[96] In these grievances, therefore, I must interpret clause 19.01 of the collective agreement in light of section 5 of the *Act*. Clause 19.01 may not infringe on employees' basic rights under section 5 of the *Act*.

[97] The evidence has established that the grievors wore the button to protest the changes that the employer intended to make to the information counters and the cash counters. With respect to the information counters, the employer decided that, instead of receiving clients who arrived at the counters without an appointment, officers would encourage them to use the Internet and telephone services; only exceptionally would they receive clients without an appointment. That change had the effect of eliminating a number of positions at the information counters. With respect to the cash counters, the employer first wanted to eliminate them and to encourage clients to make payments using the Internet or financial institutions. Following consultations with various stakeholders, the employer changed its decision and maintained the cash counter services.

[98] The first issue to be resolved is whether wearing the button is an "activity in the Alliance" within the meaning of clause 19.01 of the collective agreement. In *Quan*, the Federal Court of Appeal ruled that wearing a button bearing a union message during working hours was an activity in the union. The employer had asked the employees to remove a button reading: "I'm on strike alert " (at page 193). The grievor argued that the employer's prohibition violated clause 19.01, which prohibits the employer from discriminating against an employee for his or her "activity in the union." (The Federal Court of Appeal decision in *Quan* has to do with two applications for judicial review of two contradictory determinations by PSSRB adjudicators, identified by the Federal Court of Appeal as the *Quan* decision (in which the

adjudicator had dismissed the grievance) and the *Bodkin* decision (in which the adjudicator had allowed the grievance).) In the *Quan* decision, the adjudicator had ruled that wearing the button did not constitute activity in the union since activity in a union must have to do with the union's internal administrative affairs. The Federal Court of Appeal did not share that view, ruling that the expression "activity in the union" must not be given too strict and narrow an interpretation (at page 195):

> . . .
>
> *In this respect I fully agree with the reasoning of the Board in the* Bodkin *decision:*
>
> > *As is clear from Article M-16, discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action are prohibited with respect to an employee by reason of "activity in the union". The words "activity in the union" are not defined in the collective agreement. In searching for the parties' intention with respect to those words, I have been mindful of the labour relations context in which their contract was signed as well as the legislative context. My assumption is that the parties, as a minimum, intended to afford employees the same protection already granted to them under section 6 of the* Public Service Staff Relations Act . . . .
> >
> > *A strict and narrow interpretation of the words "activity in the union" that would restrict the protection to the internal administrative affairs of the union disregards the context in which collective agreements are signed and in the end can only serve to deprive the relevant Article M-16 of its intended effect.*
>
> . . .
>
> [Emphasis added]
>
> [Footnotes omitted]

[99] In *Quan*, then, the Federal Court of Appeal clearly establishes that an "activity in the union" is not limited to activities having to do with a union's internal administrative affairs. Consequently, in my opinion an activity in the union may include expression by the union of disagreement with action by the employer. In my opinion, in these grievances it is clear that wearing the button was an activity of the union. The grievors wore the button at the request of their employee association to protest the employer's intended changes to the information counters and cash

counters, because the changes could affect the grievors' jobs. Indeed, some grievors were transferred following the changes.

[100] The employer argued that clause 19.01 of the collective agreement applies only to employee association activities related to negotiation of the collective agreement. The employer noted that in *Quan,* the purpose of wearing the button was to exert pressure on the employer to move the negotiations ahead. In these grievances, the purpose of wearing the button was to protest against a reorganization of the work. On that point, I do not share the employer's view. The role of a bargaining agent is not limited to negotiating a collective agreement for its members. The bargaining agent looks after its members' interests for the duration of the collective agreement. That duty includes protecting the union members' jobs and conditions of employment. Thus, it is entirely legitimate for a bargaining agent to express disagreement with changes the employer intends to make during the period covered by the collective agreement when the changes may result in job losses. In *Overwaitea Food Group Limited Partnership*, the arbitrator adopted a similar approach, ruling that the protection under the collective agreement for "any lawful Union activity" was not limited to union activities by employees during the negotiation of the collective agreement (at page 288).

[101] In *Quan*, the Federal Court of Appeal writes that both the employer's rights to protect its reputation and to ensure smooth operations and the unionized employees' right to participate in activity in the union must be taken into consideration. A union member may wear a button bearing a union message if the message meets three conditions: it is not derogatory, damaging to the employer's reputation or detrimental to the employer's operations. The Court endorses the comments by the adjudicator in *Bodkin* (at pages 195 and 196):

. . .

. . . *the Board member in* Bodkin *said:*

> *My own view is that the wearing of a union button during working hours is, within certain limits, a legitimate activity in the union encompassed within the terms of Article M-16. I will not endeavour to set out the limits as it would be both unwise and unnecessary since those limits depend on the particular facts of each case. I will only say that, in my view, the wearing of a "union button" during*

> *working hours constitutes the legitimate expression of one's views on union matters and, although not an absolute right, ought to be curtailed only in cases where the employer can demonstrate a detrimental effect on its capacity to manage or on its reputation.*
>
> *This approach is clearly correct. The Board member went on to say the following which I also agree with:*
>
> *However, one conclusion is inescapable. In considering whether a union button is a legitimate activity in the union during working hours, one has no choice but to consider the statement it bears. As a matter of fact, I have been invited by both parties to do so. In so doing, my premise has been that the employer should not have to tolerate during working hours statements that are derogatory or damaging to its reputation or detrimental to its operations. It follows that there is a subjective element in deciding whether a union button exceeds the permissible limits. I have considered the message contained on the button, "I'm on strike alert" and it is my conclusion that those words do not in any way impinge on the employer's authority, nor can they be qualified as damaging to the employer's reputation. Also, I fail to see how, they can be detrimental to the employer's operations. . . .*
>
> . . .
>
> [Emphasis added]
>
> [Footnote omitted]

[102] In my opinion, the message conveyed by the button is not denigrating in any way. It simply states a fact: some services would no longer be available in 2006.

[103] In my opinion, there is no evidence that wearing the button was detrimental to the employer's reputation. There is no indication that Agency clients changed their perception of the Agency because of this action by the grievors.

[104] Nor is there any evidence that wearing the button affected the employer's operations. There is no evidence that the employees who wore the button disrupted their work activity, worked less hard or disrupted the work activity of their co-workers.

[105] The employer argued that the message conveyed by the button was ambiguous. I do not believe that is the case. The button read: "You'll miss us when we're gone! 2006" (Exhibit F-4). In my opinion, that message suggested that the employees

wearing the button would no longer be providing their services in 2006. A button must be brief, and thus, one cannot expect it to be absolutely clear. Even if the message on the button had been ambiguous, it does not necessarily follow that the employer had the right to prohibit employees from wearing it. According to *Quan,* the onus was on the employer to establish that wearing the button was damaging to the employer's reputation or detrimental to its operations. In these grievances, there is no evidence that wearing the button was detrimental to the employer's reputation or to its operations in any way.

[106] The employer also argued that I may infer a detrimental effect on the employer from the button being worn. In my opinion, nothing in the context of these grievances allows it to draw such an inference. To do so, I would have had to find that the message conveyed by the button could conceivably be detrimental to the employer's reputation or operations. In my opinion, the message conveyed does not imply such repercussions.

[107] The employer argued that the grievors were wrong to wear the button because, at the time they wore it, the employer had not yet made a final decision about the changes to be made to the information and cash counters. I do not see why the Alliance would need to wait for the decision to make the changes to be final before reacting. In my opinion, it was more logical for the Alliance to act as soon as it heard that the employer was considering making those changes. As well, the evidence establishes that in February 2005, the employer's decision to make changes to the information counters and the cash counters was fairly firm. The slide show that the employer presented at the February 24, 2005 briefing session indicates that the employer would carry out to a "[translation] . . . streamlining of information counter services . . . ." (Exhibit F-12A, at page 7) and would "[translation] . . . encourage clients to use more affordable accessible services (for example, the telephone and Internet services) rather than visiting the client service counters . . . ." (Exhibit F-12A, at page 7). The Agency had already decided to eliminate the cash counters, since the slide show indicates that it would "[translation] . . . phase out, over a period of several years, counter services for cash payments . . . ." (Exhibit F-12A, at page 8) and that "[translation] . . . taxpayers will have to make their payments electronically, by mail or at a financial institution . . . ." (Exhibit F-12A, at page 8). Similar information is found in the question-and-answer document (Exhibit F-12B).

[108] I do not believe that, as the employer argued, the decision in *Public Service Alliance of Canada* establishes that the decision to make changes to the information counters and the cash counters was made in October 2005. That case deals with the more specific issue of the date on which the employer decided to eliminate certain specific positions rather than with the date on which the employer decided to make changes to those counters. As well, as explained above, the Alliance did not need to wait for a final decision to eliminate positions to be made before reacting to those changes.

[109] I therefore allow the grievances because, in the spring of 2005, the employer violated clause 19.01 of the collective agreement by prohibiting the grievors from wearing the button.

[110] In light of my conclusions as set out above, there is no need for me to address the issue of whether the employer's prohibition on wearing the button violated section 5 of the *Act* and paragraphs 2(*b*) and (*d*) of the *Charter*.

[111] As corrective action, the grievors asked me to declare that the employer violated clause 19.01 of the collective agreement. The usefulness of such a declaration may seem academic since the reorganization of the information counters and the cash counters is a *fait accompli*. That said, I agree to issue such a declaration as guidance for the parties in future, since such a reorganization could recur, and it is important that the employer respect the grievors' right to participate in activities within the Alliance.

[112] The grievors also asked me to order the employer to rescind its decision to prohibit wearing the button. Since the reorganization at issue is a *fait accompli*, I see no point in issuing such an order.

[113] As well, the grievors asked me to order the employer to post my decision in visible locations at the Agency, on the Agency's website and on the Agency's InfoZone intranet site. Adjudicators appointed by the PSLRB do not usually require employers to disseminate Board decisions and, in my opinion, there is no need to make an exception in these grievances. Obviously, the Alliance can use its own network to disseminate this decision.

[114] In addition, the grievors asked me to order the employer to pay $50 to each grievor. I do not believe that the employer's action is so reprehensible as to justify such compensation. In my opinion, a declaration that the employer violated the collective agreement suffices.

[115] For all the above reasons, I make the following order:

(The Order appears on the next page)

V. Order

[116] The grievances are allowed.

[117] The employer violated clause 19.01 of the collective agreement by prohibiting the grievors, in the spring of 2005, from wearing, during working hours and in front of clients, a button bearing the Alliance logo and reading: "You'll miss us when we're gone! 2006."

March 20, 2009.

PSLRB Translation

John A. Mooney
adjudicator

APPENDIX

PSLRB File No.	Grievor
566-34-00280	Brad F. Andres
566-34-00281	Mary Ball
566-34-00282	Frederick E. Barrett
566-34-00283	France Bégin-Gauthier
566-34-00284	Gilles Bélanger
566-34-00285	David Saul Berofe
566-34-00286	Johanne Boivin
566-34-00287	Yves Bolduc
566-34-00288	Danielle Bouchard
566-34-00289	Jocelyn Bouchard
566-34-00290	Sylvie Bouchard
566-34-00291	David E. Brazill
566-34-00292	Wayne Brennan
566-34-00293	Debbie Brotherton
566-34-00294	Diane Brousseau
566-34-00295	Stewart C. Campbell
566-34-00296	Bonita Chestley-Frick
566-34-00297	Shellie Cooper
566-34-00298	Danielle Cormier
566-34-00299	Jamie Cummings
566-34-00300	Claire Dallaire
566-34-00301	Christiane Deschênes
566-34-00302	Nicole Dubé Réjean Bélanger Gaétane Boulianne Micheline Bourgeois

	Serge Inereau Martine Dominique Ernest Eugène Line Guilbert Bruno Guilbert Jean-Louis Tremblay Line Goyette Vincent Vincelli Jocelyne Sigouin Pierre-André Hébert Charles Edmunds Marc Brière Daniel Tremblay
566-34-00303	Sylvie Dufour
566-34-00304	Robin East
566-34-00305	Marthe L. Eisenzimmer
566-34-00306	Gail Dianne Farren
566-34-00307	Kathy Flory
566-34-00308	Linda Fortin
566-34-00309	Sylvie Fortin
566-34-00310	Samuel Gagnon
566-34-00311	Marjolaine Gauthier
566-34-00312	Denis Girard
566-34-00313	Lloyd Edwin Graber
566-34-00314	Dave Kannegiesser
566-34-00315	Linda Kinhnicki
566-34-00316	Lois Lafond
566-34-00317	Pierre-Wilfrid Landry
566-34-00318	Francine Lavoie
566-34-00319	Gordon J. Locke
566-34-00320	Dale Bruce MacDonald
566-34-00321	Josée Maltais

566-34-00322	France Meunier
566-34-00323	André Moreau
566-34-00324	Norma J. Mullins
566-34-00325	Gisèle Pedneault
566-34-00326	Michael Perreault
566-34-00327	Mario Potvin
566-34-00328	Hélène Rainville
566-34-00329	Christine Raymond
566-34-00330	Michelle Riehl
566-34-00331	Marg Rumball
566-34-00332	David Christopher Ryan
566-34-00333	Reine M. Sarti
566-34-00334	Gerry Patrick Shea
566-34-00335	Céline Sheehy
566-34-00336	Louis Tremblay
566-34-00337	Louise Tremblay
566-34-00338	Terry Lynn Uebele
566-34-00339	Carole Vandal
566-34-00340	Cécile Villeneuve
566-34-00341	Diane Villeneuve
566-34-00342	Drew G. Woodcock