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Public Service
Labour Relations Act

Before the Vice-Chairperson
and an adjudicator

BETWEEN

DERRICK COWIE

Applicant and Grievor

and

DEPUTY HEAD
(Correctional Service of Canada)

Respondent

Indexed as
Cowie v. Deputy Head (Correctional Service of Canada)

In the matter of an application for an extension of time referred to in paragraph 61(*b*) of the *Public Service Labour Relations Board Regulations* and an individual grievance referred to adjudication

REASONS FOR DECISION

Before: Renaud Paquet, Vice-Chairperson and adjudicator

For the Applicant and Grievor: Sheryl Ferguson, Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada – CSN

For the Respondent: Léa Bou Karam, counsel

Heard at Kingston, Ontario,
January 17 and 18, 2012.

I. Application before the Chairperson

[1] Derrick Cowie ("the grievor" or "the applicant") was a correctional officer working for the Correctional Service of Canada ("the CSC" or "the employer") at the Warkworth Institution (WI). He was covered by the collective agreement between the Treasury Board and the Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada – CSN ("the bargaining agent" or "the union") (expiry date: May 31, 2010; "the collective agreement").

[2] After completing the correctional officer training program, the grievor was appointed to his position on June 27, 2009. On hiring, he was formally advised that he would be on probation for a 12-month period. On March 9, 2010, the employer informed the grievor that it was rejecting him on probation. On March 15, 2010, the grievor grieved the employer's decision to reject him on probation. In his grievance, he stated that the disciplinary action imposed on him was unwarranted, excessive and unfounded in facts and law.

[3] The employer replied to the grievance at the first level of the grievance procedure on March 17, 2010. Shortly after that, the grievance was transmitted to the second level and was denied by the employer at that level on May 31, 2010. Even if a response had not been received yet from the employer at the second level, the bargaining agent transmitted the grievance to the final level of the grievance procedure on April 16, 2010. The employer did not issue a final-level reply in the weeks or months following the grievance's reception at the final level. The grievor referred the grievance to adjudication on November 22, 2010. The employer was informed of the referral to adjudication on December 7, 2010.

[4] On January 6, 2011, the employer objected to an adjudicator's jurisdiction to hear the grievance because it was not referred to adjudication within the time limit prescribed in subsection 90(1) of the *Public Service Labour Relations Board Regulations* ("the *Regulations*"). On January 24, 2011, the bargaining agent wrote that the tardy referral to adjudication occurred due to its oversight and that the grievor's rights should not be negatively affected by its error. In the same letter, the bargaining agent also requested an extension of time as per section 61 of the *Regulations*.

[5] Pursuant to section 45 of the *Public Service Labour Relations Act* ("the *Act*"), the Chairperson has authorized me, in my capacity as Vice-Chairperson, to exercise any of

his powers or to perform any of his functions under paragraph 61(*b*) of the *Regulations* to hear and decide any matter relating to extensions of time.

[6] On March 30, 2011, the employer denied the grievance at the final level of the grievance procedure. That was 11 months after it was referred to that level by the bargaining agent.

II. Summary of the evidence

[7] Nine documents were adduced in evidence. The grievor testified. He also called Mark Mussington and Jordan Schmahl as witnesses. Mr. Mussington is a constable with the Ontario Provincial Police (OPP). Mr. Schmahl is a correctional officer at WI. Between March 2010 and the fall of 2011, he was the grievance officer for the bargaining agent at the WI. The employer called Charles Stickel and Thomas Rittwage as witnesses. From January 2009 to spring 2010, Mr. Stickel was the warden at the WI. Mr. Rittwage has been a correctional manager (CM) at the WI since September 2009.

A. Evidence related to the termination

[8] For the period from January 29 to February 1, 2010, the grievor was scheduled to work each day on the day shift at the WI. On January 28, around 22:30, three OPP cars arrived at the grievor's house and arrested him because of a complaint filed against him by his ex-wife. The grievor cooperated with the police officers, and was brought to the Peterborough, Ontario, OPP station. He was then put in a cell and held until a bail hearing.

[9] The grievor realized during the night at the police station that he would not be released soon enough to get to work at the WI on time for his day shift. Around 04:30 on January 29, 2010, the grievor asked Constable Mussington to call his work to advise them that he would be absent. Constable Mussington placed the call, identified himself and passed the phone to the grievor, who then talked to CM Rittwage. The grievor and CM Rittwage have a different recollection of the contents of that discussion.

[10] The grievor testified that it was clear from what he said to CM Rittwage that he had been arrested and charged. CM Rittwage asked him if he was at the police station, and the grievor answered that he was. The grievor testified that, because he had not slept for the whole night and because of all the stress that he had been through, he was not fit for work and he asked for sick leave. He also testified that he said that he

was to have a bail hearing the next day. CM Rittwage told him that it was fine, and the grievor was put on approved sick leave. In a document written two weeks later in preparation for a meeting with the employer, the grievor wrote that he explained to CM Rittwage that he was unable to go to work because he was being charged and had to attend a bail hearing. However, the grievor was not that clear in his testimony in which he related instead that he told CM Rittwage that he was at the police station, without specifying that he had been arrested and charged.

[11] CM Rittwage testified that the grievor did not tell him that he had been arrested and charged. On January 29, 2010, CM Rittwage wrote a report to his superior on what happened with the grievor on the previous day. In that report, he wrote that the grievor called him at around 04:35 on January 29, 2010. The phone call seemed peculiar to CM Rittwage because he first had to speak with an OPP police officer. The grievor then asked if he could book off sick for his upcoming day shift. CM Rittwage asked the grievor if he was okay and if there was anything that the employer needed to be concerned with. The grievor answered "No," but that he would need help from the employee assistance program. He added that he was having difficulties with his ex-wife. In his testimony, CM Rittwage reiterated what he wrote on January 29, 2010. He testified that the grievor never conveyed to him in that conversation that he had been arrested and charged.

[12] Pauline McGee, the coordinator of correctional operations at the WI, attended the grievor's court proceeding on January 29, 2010 and was made aware of the charges against him. Ms. McGee is an employer representative. She reported what she heard and what she learned to the WI's deputy warden on her return to work. The Warden was also made aware of what Ms. McGee learned at the hearing.

[13] The employer approved the grievor's request for annual leave for January 30 and 31. Around 09:00 or 10:00 on February 1, 2010, he met with the Warden and two other employer representatives. He was accompanied by his union representative. The employer wanted to know what happened to him on January 28 and 29. The grievor testified that, to him, it was an informal meeting. He hid nothing from the employer representatives and provided them with all the documents that he had on the charges that he was facing and on his bail conditions and restrictions. At the end of the meeting, the employer informed the grievor that he was suspended without pay pending a fact-finding investigation into the January 28 and 29 incidents.

[14] The fact-finding investigation was completed on February 20, 2010. The investigator interviewed eight people, including the grievor, CM Rittwage and Constable Mussington. The grievor was given a copy of the report shortly after February 20, 2010. According to him, some of the information in the report is inaccurate.

[15] Based on the information in his possession, the content of the fact-finding investigation report and advice from the employer's labour relations branch, Warden Stickel decided to terminate the grievor's probation. He testified that he based his decision on the fact that the grievor called in to request sick leave on January 29, 2010 rather than requesting another type of leave, since the reason for his absence was that he was incarcerated. Warden Stickel also based his decision on the fact that the grievor did not then advise his employer that he had been charged with a criminal offence. According to Warden Stickel, the grievor breached the CSC's *Code of Discipline* and its *Standards of Professional Conduct*. The termination letter was dated March 9, 2010, but the grievor received it on March 12. The grievor was paid one month of salary in lieu of notice.

[16] The grievor and Warden Stickel met on March 15, 2010 to discuss the termination. Warden Stickel testified that he could have then reversed his decision to terminate the grievor had he been convinced that he should. At that meeting, the grievor presented a document that he prepared with his sister on his version of the incidents that led to his termination. After the meeting, Warden Stickel did not change his decision.

B. Evidence related to the request for an extension of time

[17] The grievor testified that he had never before worked in a unionized environment, that he never received a copy of the collective agreement and that he did not know the details of the grievance procedure. After he filed his grievance, he trusted that the bargaining agent would take care of it. He was not bothered by the long delays in the grievance procedure since he was told when he grieved that it would take a long time before his grievance would be heard at adjudication. In November 2010, at the request of his representative, he signed the form to refer his grievance to adjudication.

[18] Mr. Schmahl testified that, when the grievance was filed and processed within the grievance procedure, he was a new grievance officer and had just been appointed to his position. He explained that he took care of the first two levels of the grievance procedure. He was also involved in transmitting the grievance to the final level. Then, he waited for the final-level reply. A few months passed without a reply. Mr. Schmahl went for union training in the late summer or early fall of 2010. He learned that, even though no reply was received, he should transmit all the information related to the grievance, with a completed copy of the referral form to the union's regional office in Kingston, which would then take care of the grievance at adjudication. Mr. Schmahl did exactly that in early November 2010.

III. Summary of the arguments

A. For the employer

[19] The employer objected to my jurisdiction since the grievance was not referred to adjudication within the time limits specified in the *Regulations*. The grievor had 40 days after the 30-day time limit for a final-level reply expired to refer his grievance to adjudication. He missed that deadline by several months.

[20] The employer argued that I should reject the grievor's application for an extension of time because it does not meet the criteria outlined in the jurisprudence. The grievor had no clear and cogent reasons to justify the delay to refer the grievance to adjudication, he missed the deadline by several months, he was not diligent in following up on his grievance, and the grievance has no chance of success.

[21] The employer also objected to my jurisdiction to hear the grievance because the grievor's employment was terminated during his 12-month probation. That type of termination is provided for in the *Public Service Employment Act* ("the *PSEA*"), and an adjudicator does not have jurisdiction to intervene. Section 62 of the *PSEA* gives the employer the right to impose a probationary period and to reject an employee during that period. Section 211 of the *Act* prevents the referral to adjudication of a grievance dealing with any termination of employment under the *PSEA*. The evidence showed that the grievor was still on probation when he was terminated, that he received pay in lieu of notice and that the termination letter provided the employer's motives for the termination.

[22] The employer had a *bona fide* source of dissatisfaction with the grievor's suitability. On January 29, 2010, he failed to inform the employer that he was arrested and that he could not make it to work because he was detained at the police station, facing criminal charges. The grievor thereby breached the CSC's *Code of Discipline* and *Standards of Professional Conduct*. On that basis, it terminated the grievor's probation.

[23] The employer referred me to the following decisions: *Canada (Attorney General) v. Penner*, [1989] 3 F.C. 429 (C.A.); *Canada (Attorney General) v. Leonarduzzi*, 2001 FCT 529; *Tello v. Deputy Head (Correctional Service of Canada)*, 2010 PSLRB 134; *McMath v. Deputy Head (Correctional Service of Canada)*, 2011 PSLRB 42; *Dyck v. Deputy Head (Department of Transport)*, 2011 PSLRB 108; *Salib v. Canadian Food Inspection Agency*, 2010 PSLRB 104; *Ducharme v. Deputy Head (Department of Human Resources and Skills Development)*, 2010 PSLRB 136; *Basra v. Canada (Attorney General)*, 2010 FCA 24; *King v. Deputy Head (Correctional Service of Canada),* 2011 PSLRB 45*; Schenkman v. Treasury Board (Public Works and Government Services Canada)*, 2004 PSSRB 1; *Vidlak v. Treasury Board (Canadian International Development Agency*), 2006 PSLRB 96; *Grouchy v. Deputy Head (Department of Fisheries and Oceans)*, 2009 PSLRB 92; *Brady v. Staff of the Non-Public Funds (Canadian Forces)*, 2011 PSLRB 23; and *Cloutier v. Treasury Board (Department of Citizenship and Immigration)*, 2008 PSLRB 31.

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

[24] The grievor admitted that he referred the grievance to adjudication late. However, he argued that the employer did not reply to the grievance within the 30-day time limit of the collective agreement. In fact, the employer replied to the grievance at the final level after it was referred to adjudication.

[25] The application for an extension of time should be granted because the grievor meets the criteria outlined in the jurisprudence. The grievance was late to be referred to adjudication because of an oversight on the part of the bargaining agent representative. The bargaining agent admitted and explained the oversight. Furthermore, it was less than three months late, which is a relatively short delay.

[26] When the grievance was filed and processed within the grievance procedure, the grievor was at a difficult stage of his life. Furthermore, he had no knowledge of the collective agreement and of the grievance procedure since he had never before worked

in a unionized environment. The untimeliness was not due to an error, an omission or a lack of diligence from the grievor, who trusted that the bargaining agent would take care of his grievance.

[27] The adjudicator should grant the grievance because the fact-finding report contains many errors and the termination was not based on the facts as they occurred. The grievor did not commit the offences for which he was terminated. The employer had no valid reason to terminate him, and the termination was a sham and a camouflage.

[28] On January 29, 2010, when the grievor called CM Rittwage, the employer was made aware that the grievor was at the OPP station. When CM Rittwage wrote his report for the Warden, he knew that the grievor was detained but no mention was made of it in the report. Furthermore, the grievor asked for sick leave since he was tired and not physically fit for work. CM Rittwage questioned the grievor's request for sick leave, and the employer approved the request. Because the grievor told CM Rittwage that he was at the police station before he resumed his duties, because he spoke to an employer representative (Ms. McGee) on the morning of January 29 and because he had a legitimate reason to ask for sick leave, the employer had no reason to terminate him.

[29] Before January 29, 2010, the employer had nothing against the grievor. He had never been disciplined, and he was a good correctional officer. On that day, he was arrested by the police. The grievor called the employer and informed it of what was going on. He did not violate any employer policy and did nothing wrong. Consequently, he should not have been rejected on probation.

[30] The grievor referred me to the following decisions: *Dhaliwal v. Treasury Board (Solicitor General Canada - Correctional Service)*, 2004 PSSRB 109; *Szmidt v. Treasury Board (Correctional Service of Canada)*, 2010 PSLRB 114; *McWilliams et al. v. Treasury Board (Correctional Service of Canada)*, 2007 PSLRB 58; *Rousseau v. Deputy Head (Correctional Service of Canada)*, 2009 PSLRB 91; *Bilton v. Deputy Head (Correctional Service of Canada)*, 2010 PSLRB 39; *Peacock v. Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada – CSN,* 2005 PSSRB 9; and *Lafrance v. Treasury Board (Statistics Canada)*, 2006 PSLRB 56.

IV. Reasons

[31] The grievor asked the Board's chairperson to extend the time limit set out in the *Regulations* to refer a grievance to adjudication. The bargaining agent transmitted the grievance to the final level of the grievance procedure on April 16, 2010. It referred the grievance to adjudication on November 22, 2010. On January 6, 2011, the employer objected to the grievance being heard at adjudication because it was untimely. The relevant provisions of the collective agreement and of the *Regulations* read as follows:

> [Collective agreement]
>
> …
>
> ***20.13*** *The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.*
>
> …
>
> ***20.15*** *The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.*
>
> ***20.16*** *In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.*
>
> ***20.17*** *The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.*
>
> …
>
> ***20.23*** *Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:*
>
> …
>
> *and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the* Public Service Labour Relations Act *and* Regulations.
>
> …

[Regulations]

> ***90.*** *(1) Subject to subsection (2), a grievance may be referred to adjudication no later than 40 days after the day on which the person who presented the grievance received a decision at the final level of the applicable grievance process.*
>
> *(2) If no decision at the final level of the applicable grievance process was received, a grievance may be referred to adjudication no later than 40 days after the expiry of the period within which the decision was required under this Part or, if there is another period set out in a collective agreement, under the collective agreement.*

[32] Considering the methods used in the collective agreement and in the *Regulations* to calculate days, the 30-day period referred to in clause 20.13 of the collective agreement ended on May 28, 2010, and the period referred to in the *Regulations* ended on July 7, 2010. The grievance was referred to adjudication on November 22, 2010, which is 137 days after the time limit expired.

[33] The employer was right in its objection that the referral to adjudication was untimely. The employer was advised on December 7, 2010 that the grievance was referred to adjudication, and it filed its objection on January 6, 2011, at the very end of the 30-day time limit prescribed in subsection 95(1) of the *Regulations* to file such an objection. The grievor agreed that the referral to adjudication was untimely, and on January 24, 2011, he applied for an extension of time.

[34] The criteria for deciding applications for extensions of time have been reiterated numerous times in the Board's jurisprudence, including in the decisions referred to by the parties. Those criteria are the following: the delay must be justified by clear, cogent and compelling reasons; the length of the delay; the due diligence of the applicant; balancing the injustice to the applicant against the prejudice to the employer in granting an extension; and the chance of success of the grievance. Each criterion is not necessarily equally important. The facts adduced must be examined to decide each criterion's weight. Some criteria might not apply, or only one or two might weigh in the balance.

[35] As I wrote in *Lagacé v. Treasury Board (Immigration and Refugee Board)*, 2011 PSLRB 68, I believe that, in general, the delay must be justified by clear, cogent and compelling reasons; otherwise, the other criteria might not be relevant. What purpose would the time limits agreed to by the parties to a collective agreement serve

if the Board's chairperson could extend them based on an application that was not strongly justified? Granting an extension not based on a strong justification of the delay could amount to not respecting the collective agreement entered into by the parties. Clearly, paragraph 61(*b*) of the *Regulations* was not drafted in that spirit.

[36] I have examined all criteria for which some evidence was adduced by the parties. The grievor was late by 137 days in referring his grievance to adjudication. That is a relatively long delay. In this case, the grievor's lack of diligence could be explained by the fact that he fully trusted the bargaining agent to take care of the grievance. The parties did not make any representations on the issue of balancing the prejudice against each party. Because of their importance to the case, I will focus on the criterion of justification for the delay and the merits of the grievance.

A. <u>The reasons for the delay</u>

[37] The reason for the delay is quite simple; neither the grievor nor the bargaining agent representative, who was new in his position, knew that the grievance should have been referred to adjudication earlier. Absolutely no other reasons were given to explain the delay.

[38] The reason for the delay is clear. However, it is surely not cogent and compelling. The grievor and his bargaining agent, which was acting on his behalf, had an obligation to respect the time limits outlined in the collective agreement and in the *Regulations*. They clearly did not, because they were not familiar with the process. One cannot excuse himself or herself from respecting the law by ignorance.

[39] Even if it changes nothing in the outcome of this application, I should add that I am particularly troubled by the fact that the employer took almost one year to respond to the grievance at the final level of the grievance procedure, even though the collective agreement states that it should be done within 30 days. The employer was approximately 300 days late in its reply to the grievance, while the grievor was 137 days late in referring his grievance to adjudication. The employer objected to the grievance on the basis that it was late. The employer is right in law, but I question the fairness of such a system.

B. <u>The chances of success of the grievance</u>

[40] For practical reasons, I heard the case on its merits which I would have had to do had the application for an extension of time been granted. The evidence that I heard on the merits gave me clear and direct indications of the chances of success of the grievance.

[41] The grievor was hired on June 27, 2009 and was advised on hiring that he would be on probation for a 12-month period. The employer terminated his employment on March 9, 2010, before the end of the probation period, and he was paid in lieu of notice. The following provisions of the *PSEA* give the right to the employer to impose a probation period and to terminate employment during an employee's probation:

> …
>
> ***61.*** *(1) A person appointed from outside the public service is on probation for a period*
>
> *(*a*) established by regulations of the Treasury Board in respect of the class of employees of which that person is a member, in the case of an organization named in Schedule I or IV to the* Financial Administration Act. . . .
>
> …
>
> *Termination of employment*
>
> ***62.*** *(1) While an employee is on probation, the deputy head of the organization may notify the employee that his or her employment will be terminated at the end of*
>
> *(*a*) the notice period established by regulations of the Treasury Board in respect of the class of employees of which that employee is a member, in the case of an organization named in Schedule I or IV to the* Financial Administration Act*, . . .*
>
> …
>
> *and the employee ceases to be an employee at the end of that notice period.*
>
> …

[42] According to section 211 of the *Act*, a grievance about a termination of employment under the *PSEA* cannot be referred to adjudication. Considering that this grievance challenges the grievor's termination while on probation and that I have

concluded that the termination was properly effected under the *PSEA*, an adjudicator does not have jurisdiction to hear it. Section 211 of the *Act* reads in part as follows:

> ***211.*** *Nothing in section 209 is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to*
>
> *(*a*) any termination of employment under the* Public Service Employment Act*; . . .*
>
> *…*

[43] Even though an adjudicator does not have jurisdiction to hear a grievance about a termination while on probation, before coming to such a conclusion, he or she must first examine whether the employer's decision to terminate the employee on probation was based on a *bona fide* source of dissatisfaction with the employee's suitability for the job. If the employer's decision is not based on that source, it could have been arbitrary and could have been made in bad faith. On those points, the adjudicator in *Tello* wrote the following:

> *…*
>
> *[109] In keeping with the guidance of the Supreme Court of Canada to regard the government as an employer in the same way as an employer in the private sector (*Dunsmuir*), an adjudicator should look at the termination of a probationary period from the perspective of labour law (*Jacmain*). In the private sector, a probationary period is a period of time within which an employer has the opportunity to assess the suitability of an employee for continued employment. This is no different than the purpose of a probationary period in the public service. In* Penner*, at page 438, the Federal Court of Canada referred to ". . . a* bona fide *dissatisfaction as to suitability." Arbitrators have generally held that a private sector employer is to be given a great deal of discretion in making this assessment and an arbitrator must not overrule an employer's decision unless the decision is arbitrary, discriminatory or in bad faith (e.g., see* Canadian Forest Products Ltd. v. Pulp Paper and Woodworkers of Canada, Local 25 *(2002), 108 L.A.C. (4th) 399, at page 413).*
>
> *[110] If a deputy head terminates the employment of a probationary employee without any regard to the purpose of a probationary period – in other words, if the decision is not based on suitability for continued employment – that decision is one that is arbitrary and may also be made in bad faith. In*

> *such a case, the termination of employment is not in accordance with the new* PSEA.
>
> …

[44] The employer's dissatisfaction with the grievor's suitability came from the incidents that occurred on January 29, 2010. The employer believes that the grievor breached its *Code of Discipline* and *Standards of Professional Conduct* by not advising sooner that he had been charged with a criminal offence and by not declaring that he could not work on January 29, 2010 because he was incarcerated. The grievor claims that he was not capable of working that day because he had been up all night and that the employer knew that he had been charged before he met with the Warden on February 1, 2010.

[45] Even if the parties' recollection of events is different, the fact remains that the employer was not satisfied with the information provided by the grievor regarding what happened on January 29, 2010. Based on that dissatisfaction, the employer terminated the grievor's probationary period.

[46] I believe that CM Rittwage knew that the grievor was at the police station when he talked to him around 04:30 on January 29, 2010. I also believe that Ms. McGee was made aware of the criminal charges against the grievor and of his bail conditions when she attended the court hearing on January 29, 2010. Later that day, the employer knew all the details of the grievor's situation. However, the evidence led me to believe that the grievor was not completely open or transparent with CM Rittwage when he talked to him at 04:30 on January 29, 2010, or at a minimum that CM Rittwage did not perceive that the grievor was open and transparent. On that point, I believe CM Rittwage's testimony, and I trust that he stated what he perceived to be the reality in the report that he wrote shortly after talking to the grievor at 04:30 on January 29, 2010.

[47] That lack of transparency, real or perceived, is, for the employer, a *bona fide* source of dissatisfaction with the grievor's suitability. My role is not to substitute my judgment for the employer's or to assess if the grievor's lack of transparency justified ending his probation. That decision belongs solely to the employer.

[48] The grievor did not submit anything to support his contention that the employer used the January 29, 2010 incident as a camouflage or a hidden reason for

terminating his probation. I believe that the employer acted in good faith. Thus, I conclude that the grievance has a poor chance of success.

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

(The Order appears on the next page)

V. Order

[50] The application for an extension of time is denied.

[51] The grievance is closed.

February 6, 2012.

Renaud Paquet,
Vice-Chairperson
and adjudicator