Date: 20161025

File: 561-02-745

Citation: 2016 PSLREB 107

Public Service Labour Relations and Employment Board Act and *Public Service Labour Relations Act*

Before a panel of the Public Service Labour Relations and Employment Board

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

Complainant

and

TREASURY BOARD

Respondent

Indexed as
Public Service Alliance of Canada v. Treasury Board

In the matter of a complaint made under section 190 of the *Public Service Labour Relations Act*

Before: Catherine Ebbs, a panel of the Public Service Labour Relations and Employment Board

For the Complainant: Amanda Montague-Reinholdt, counsel

For the Respondent: Christine Langill, counsel

Heard at Ottawa, Ontario,
November 2, 2015.

I. Introduction

[1] On March 31, 2015, the Public Service Alliance of Canada ("the complainant") filed with the Public Service Labour Relations and Employment Board ("the Board") an unfair labour practice complaint against the Treasury Board ("the respondent"). It alleged that the respondent violated s. 107 ("the statutory freeze provision") of the *Public Service Labour Relations Act* (*PSLRA*), S.C. 2003, S.C. 2003, c. 22, s. 2 by changing the shift schedules of the ships' crews employees of Canadian Forces Auxiliary Vessel (CFAV) *Firebird* after the respondent gave notice to bargain to the complainant.

[2] The complaint was brought pursuant to s. 190(1)(c) of the *PSLRA*, which gives jurisdiction to the Board to deal with a complaint alleging that "… the employer, a bargaining agent or an employee has failed to comply with …" the statutory freeze provision, which reads as follows:

> ***107*** *Unless the parties otherwise agree, and subject to subsection 125(1), after the notice to bargain collectively is given, each term and condition of employment applicable to the employees in the bargaining unit to which the notice relates that may be included in a collective agreement, and that is in force on the day on which the notice is given, is continued in force and must be observed by the employer, the bargaining agent for the bargaining unit and the employees in the bargaining unit until a collective agreement is entered into in respect of that term or condition or*
>
> > ***(a)*** *if the process for the resolution of a dispute is arbitration, an arbitral award is rendered; or*
> >
> > ***(b)*** *if the process for the resolution of a dispute is conciliation, a strike could be declared or authorized without contravening subsection 194(1).*

[3] The complainant seeks the following remedies:

a) a declaration that the respondent has violated the statutory freeze provision;

b) an order requiring the respondent to restore the shift schedules of all ships' crews employees whose work hours were changed for the duration of the statutory freeze to the end date specified in the statutory freeze provision;

c) an order requiring the respondent to pay damages for all lost wages

and benefits to all ships' crews employees whose shift schedules were changed;

d) an expedited hearing before the Board; and

e) any further order or relief as counsel may request and that the Board may permit.

[4] Pre-hearing conferences were held with the parties on May 14 and June 2, 2015. The hearing took place on November 2, 2015. The parties presented the Board with an agreed statement of facts and their documentary evidence. In addition, the respondent had one witness, Captain (Navy) Angus Topshee, who was the base commander of Canadian Forces Base Halifax at the time the decision to change the shift schedules was made and implemented.

[5] I find that the complainant has not met its burden of proving that the respondent violated the statutory freeze provision, and I dismiss the complaint.

II. Background

[6] The complainant is the certified bargaining agent for all employees in the Operational Services Group (SV Group) bargaining unit ("the bargaining unit").

[7] The collective agreement between the respondent and the complainant for the Operational Services Group, with the expiry date of August 04, 2014 ("the collective agreement"), expired on August 4, 2014.

[8] On April 4, 2014, the respondent gave notice to bargain in respect of the bargaining unit to the complainant.

[9] CFAV *Firebird* was a fire response vessel. Three employees in the bargaining unit, John McNaughton, James Doyle, and Reginald Johnson ("the CFAV employees"), were assigned to that vessel as indeterminate employees. They were part of the Union of National Defence Employees (UNDE), a component of the complainant. Their positions were "Maintenance/Deckhand", classified SC-DED-04.

[10] From at least 2005, there was a low need for CFAV *Firebird*'s fire response services. Therefore, it was used for other tasks, one being completing security rounds at night, which involved the CFAV employees boarding each auxiliary fleet vessel to

carry out a walkthrough and to check for problems. The CFAV employees had been carrying out security rounds at night for several years by the time notice to bargain was given.

[11] The CFAV employees' hours were set in accordance with the 42-hour-averaging work system provided for in Appendix G, Annex C, of the collective agreement. They had a rotating shift schedule under which they worked seven 12-hour shifts in each 2-week period. All hours worked in excess of 40 hours per week were subject to an overtime premium. The CFAV employees' shift schedules had been set according to the 42-hour-averaging work system for between 8 and 24 years by the time notice to bargain was given.

[12] Being on the 42-hour-averaging work system resulted in the CFAV employees receiving a consistent amount of overtime (2 hours per week at a 1.5-hour rate of pay (time-and-a-half) as well as statutory holiday pay (11 days per year plus 1 extra shift). They also received additional annual leave (112 hours per year) and additional sick leave (0.5 hours per month).

[13] Before notice to bargain was given, the Royal Canadian Navy (RCN) started an emergency services efficiency review that included looking at the viability of CFAV *Firebird*. It found that that vessel was no longer needed for its primary purpose and that its other duties could be carried out more economically in other ways. A recommendation was made to have the process to have the vessel declared surplus and identified for disposal. It also reduced the vessel's operating hours and changed the officers' shift schedule.

[14] After notice to bargain was given, the RCN confirmed that CFAV *Firebird* would cease to operate. The RCN also unilaterally changed the way it conducted security rounds and changed the CFAV employees' shift schedules. The complainant did not consent to those changes.

III. Timeliness of the complaint

[15] The respondent requests that the Board find that the complaint is untimely.

[16] According to s. 190(2) of the *PSLRA*, "… a complaint … must be made to the Board not later than 90 days after the date on which the complainant knew, or in the Board's opinion, ought to have known, of the action or circumstances giving rise to the

complaint." The Board has no discretion to extend that mandatory timeline.

[17] The relevant dates are as follows:

- April 4, 2014: The respondent gave notice to bargain in respect of the SV Group.
- December 9, 2014: The CFAV employees and the complainant were advised in writing that CFAV *Firebird* had been declared surplus to requirements and that as of January 1, 2015, the CFAV employees' shift schedules would no longer be set according to the 42-hour-averaging work system.
- December 18, 2014: John MacLennan, the UNDE's national president, wrote to Jaime Pitfield, assistant deputy minister, Infrastructure and Environment, DND. Mr. MacLennan advised that the UNDE considered that the actions related to decommissioning CFAV *Firebird* and the change to the CFAV employees' shift schedules violated the statutory freeze provision. He asked the DND to reconsider and to respond to the letter before January 20, 2015.
- December 19, 2014: John Wilson, the complainant's national negotiator, wrote to the respondent's negotiator, Richard Arulpooranam, to advise that the complainant viewed the change to the CFAV employees' shift schedules as a violation of the statutory freeze provision. He asked that the respondent postpone the changes until they could be dealt with at the bargaining table.
- January 1, 2015: The CFAV employees' shift schedules were changed from being set according to the 42-hour-averaging work system to conventional hours of work (Monday to Friday from 07:30 to 15:30).
- January 16, 2015: Mr. Arulpooranam replied that the respondent believed that it had not violated the statutory freeze provision.
- January 20, 2015: Mr. Pitfield replied that while the CFAV employees' specific tasks had changed, they were being employed in accordance with their work descriptions and collective agreement.

- March 31, 2015: the complainant filed its unfair labour practice complaint with the Board.

[18] The time limit under s. 190(2) runs from the date on which the complainant knew or ought to have known of the circumstances giving rise to the complaint. That is a question of fact in each case.

[19] I find that the triggering event in this case was the implementation of the change to shift schedules that occurred on January 1, 2015. It is true that the CFAV employees and the complainant were told of the impending change on December 9, 2014. However, I find that the decision was not final until the implementation took place. I note that in this case, prior to the change coming into effect, the complainant's representatives communicated their disagreement with the decision and asked DND to reconsider. As the former Public Service Labour Relations Board (PSLRB) stated in *Public Service Alliance of Canada v. Treasury Board (Canada Border Services Agency)*, 2013 PSLRB 46 at para. 68, "… in determining timeliness of a complaint the context of each case is important …" As a result, I find that the complaint was timely.

IV. Legal framework

[20] According to the statutory freeze provision, after notice to bargain is given, the respondent cannot unilaterally change a term and condition of employment

- that was applicable to the employees in the bargaining unit to which the notice relates;
- that may be included in a collective agreement; and
- that was in force on the day on which notice to bargain was given.

[21] Section 107 of the *PSLRA* stipulates that the statutory freeze is in place from the time notice to bargain is given until a collective agreement is entered into in respect of that term or condition, an arbitral award is rendered, or a strike could be declared or authorized. That section captures not only terms and conditions already included in collective agreements but also those that "may" be included.

[22] In *The Queen v. Canadian Air Traffic Control Association*, [1982] 2 F.C. 80 at para. 18 (C.A.) ("*CATCA*"), Justice Irie stated that the purpose of a statutory freeze provision was "… that, after the notice to bargain, the employer-employee relationship

existing immediately prior to the notice, in so far as the terms or conditions of employment are concerned, should be preserved." Justice Le Dain stated at paragraph 24 that the purpose of such a provision was to maintain the status quo. He added, "There must be some firm and stable frame of reference from which bargaining can proceed. The provision should not be given a narrowly technical construction that would defeat its purpose."

[23] The statutory freeze provision provides that if there are established patterns in the employment relationship, the respondent must not alter them after giving notice to bargain. In other words, the respondent is governed by the "business as before" approach (see *Public Service Alliance of Canada*).

[24] The Ontario Labour Relations Board (OLRB) described that approach in *Spar Aerospace Products Limited v. Spar Professional and Allied Technical Employees' Association*, [1979] 1 Can LRBR 61 at page 68, as follows:

…

> *The "business as before" approach does not mean that an employer cannot continue to manage its operation. What it does mean is simply that an employer must continue to run the operation according to the pattern established before the circumstances giving rise to the freeze have occurred, providing a clearly identifiable point of departure for bargaining and eliminating the chilling effect that a withdrawal of expected benefits would have upon the representation of the employees by a trade union. The right to manage is maintained, qualified only by the condition that the operation be managed as before….*

…

[25] An alternative test for determining if an employer breached a statutory freeze provision is the "reasonable expectations" approach, in which the question becomes the following: What would a reasonable employee expect to constitute his or her privileges or benefits in the specific circumstances of her or his employer? If the respondent's change is not within the employee's reasonable expectations, then it violates the statutory freeze provision.

[26] The OLRB stated as follows in *Teamsters Local Union 419 v. Arrow Games Inc.*, [1991] OLRB Rep. February 157 at para. 17:

> *17 … The respondent did, as it argues, have the right to reduce hours of work prior to the freeze (and retains that right subject to what is negotiated between the parties in their collective agreement). But the question is whether it can exercise that right during the freeze. It had not exercised it before. There is, in essence, a pattern of a five-day work week. Under what circumstances might a reasonable employee expect that to change?*

[27] The *Financial Administration Act* (R.S.C., 1985, c. F-11; *FAA*), grants the respondent the power to organize and determine and to control the personnel management of the federal public service. However, its power to make changes after a notice to bargain is given is qualified by the statutory freeze provision. As the Federal Court of Appeal stated in *CATCA*, at para. 26:

> *26 … A purpose of section 51 is to prevent a unilateral change of terms and conditions of employment after notice to bargain collectively has been given.*

V. Summary of the evidence

A. Events before notice to bargain was served

[28] There was a long-standing pattern of the CFAV employees having their shift schedules set according to the 42-hour-averaging work system. In addition, they had been doing nightly security rounds for several years by the time notice to bargain was given.

[29] In 2013-2014, Captain Topshee presided over a reorganization in which responsibility for CFAV *Firebird* was transferred to the Queen's Harbour Master (QHM). However, Captain Topshee remained involved because of the vessel's role in emergency services.

[30] In 2013, the Commander, Maritime Forces Atlantic, asked Captain Topshee to initiate a review of emergency services, with the goal of identifying inefficiencies. The review was to be completed by the summer of 2014, but it actually was never fully completed. The review included examining the operation of CFAV *Firebird*.

[31] According to Captain Topshee, the emergency services review was conducted openly; bargaining agents and employees were invited to provide input. He testified

that during the review, town hall meetings were held in which CFAV *Firebird*'s situation was discussed. Military and civilian personnel as well as bargaining agent representatives were always invited. Captain Topshee also stated that by then, other aging auxiliary vessels had ceased to operate.

[32] As part of the review, a study was done on the history of tasks assigned over the years to CFAV *Firebird*, which revealed that it had been used to fight fires only twice in 10 years and that, furthermore, its capabilities in that area were no longer required. The study also showed that there were significant costs to maintaining it and that the other tasks it was performing could be handled in more economical ways. The evidence did not show whether the employees and the complainant were told about the study's specific findings and, if so, when they were so advised.

[33] A memo dated January 31, 2014, was sent to a number of people, including a UNDE representative and the employees. It stated that it was a follow-up to a meeting held on January 22, 2014. The memo announced that all of CFAV *Firebird* ships' officers' hours of work would change as of February 3, 2014. CFAV *Firebird* ships' crew shift schedules were to remain unchanged "until further notice", and they were to continue to carry out nightly security rounds. The memo ended by stating: "As we transition through these change initiatives the patience and cooperation of all QHM and Auxiliary Fleet personnel is appreciated".

[34] According to Captain Topshee, having the ships' crew keep their shift schedules and continue the security rounds was an interim measure put in place while the RCN reviewed the requirement for security rounds and processed the recommendation for the disposal of CFAV *Firebird*.

[35] As of February 3, 2014, CFAV *Firebird* was no longer manned 24 hours a day, 7 days a week, and was in transition.

[36] A labour-management relations committee meeting was held on February 27, 2014. Two UNDE representatives attended. In the meeting minutes (dated March 14, 2014), the following three references were made to CFAV *Firebird*:

- that its crew would continue to do security rounds "… until final outcome of FIREBIRD is known";

- that at a meeting on February 25, 2014, which Captain Topshee and a UNDE representative attended, it was reported that the RCN was conducting a study of CFAV *Firebird* to determine its viability; and

- that "QHM stated that he is still trying to get firm answers on the way ahead for *FIrebird* … and as soon as he has answers, they will be distributed to all concerned".

B. <u>Events after notice to bargain was served</u>

[37] On November 25, 2014, the Vice Admiral of the RCN advised the Commander, Maritime Forces Atlantic, and Captain Topshee, among others, that CFAV *Firebird* was declared surplus to requirements and was identified for disposal. The reason given was that "… it has been concluded that it is no longer economical to operate". The Commander, Maritime Forces Atlantic, was tasked with supporting disposal planning and execution.

[38] Captain Topshee stated that the decision about CFAV *Firebird* took longer than expected because the RCN was a conservative organization, and the decision had to be made by its headquarters.

[39] On December 9, 2014, the CFAV employees and the complainant were advised in writing that CFAV *Firebird* had been declared surplus to requirements and had been identified for disposal. They were further advised that effective January 1, 2015, the CFAV employees' shift schedules would no longer be based on the 42-hour-averaging work system. Instead, they would have conventional work hours, which were from Monday to Friday, 07:30 to 15:30. Captain Topshee stated that all other employees with the same classification as the employees were already working those conventional hours.

[40] The parties agreed that CFAV *Firebird* was declared surplus and that it was identified for disposal because its maintenance budget was excessive and because it offered no unique essential capabilities. CFAV *Firebird* was directed to cease operations effective December 4, 2014.

[41] The change to the CFAV employees' shift schedules took effect on January 1, 2015. The change reduced their work hours, as well as their overtime, holiday pay, and

leave entitlements.

[42] In a letter to the UNDE national president dated January 2015, Mr. Pitfield advised that the CFAV employees were "… being employed in accordance with their work descriptions and collective agreement".

[43] Captain Topshee stated that in 2014, the RCN analyzed the requirement for security rounds day and night and determined that it was unnecessary. The nightly rounds were replaced by a system by which at the end of every day, all auxiliary fleet vessels were shut down and secured. All employees at the Halifax base were offered to volunteer to work one hour of overtime each day to confirm that the auxiliary vessels had been properly shut down and secured. Overtime was allocated in accordance with the collective agreement.

VI. Analysis

[44] The complainant does not dispute that CFAV *Firebird* was legitimately declared surplus identified for disposal. However, it contends that the decisions to change how security rounds were conducted and to change the CFAV employees' shift schedules violated the statutory freeze provision.

[45] The respondent submits that the decisions in question resulted from a review of emergency services that began before notice to bargain was given. Furthermore, they were appropriate actions, taken in accordance with s. 11.1 of the *FAA,* which gives the respondent the authority to determine human resources requirements and to determine and regulate hours of work.

[46] I find that the respondent did not violate the statutory freeze provision when the RCN changed the process for security rounds and the employees' shift schedules, because the process for change had begun before notice to bargain was given.

[47] In Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers v. *Simpsons Limited*, [1985] OLRB Rep. April 594, the OLRB stated as follows at para. 34:

…

> *The reasonable expectations approach also integrates those cases which affirm the right of the employer to implement*

> *programmes [sic] during the freeze where such programs have been adopted prior to the freeze and communicated (expressly or implicitly) to the employees prior to the onset of the freeze ….*
>
> …

[48] In *New Brunswick (Board of Management)(Re)*, [2005] N.B.L.E.B.D. No. 9 (QL), the New Brunswick Labour and Employment Board stated as follows at para. 20:

> …
>
> *… when workplace circumstances indicated that a change in the terms and conditions of employment may be reasonably expected by the employees, … then again the employer is free to implement that change during the freeze as again the employee would not consider that the notice to bargain prompted the employer's decision.*
>
> …

[49] In this case, the process for change began with the launch of the emergency services efficiency review in 2013, which included studying CFAV *Firebird*'s viability. The RCN found that the vessel was not needed for its primary purpose and that its other duties could be carried out more economically in other ways. Before notice to bargain was given, a recommendation was made to have the vessel declared surplus and identified for disposal. It also reduced the vessel's operating hours and changed the shift schedules of the ships' officers.

[50] The key is determining what the CFAV employees and the respondent knew by the time notice to bargain was served. I find that they knew the following:

- CFAV *Firebird* was rarely used for its primary purpose, and for several years, it had been assigned other duties;
- starting in 2013, the RCN was studying the efficiency of CFAV *Firebird*;
- on January 31, 2014, the CFAV employees were advised in writing that their hours of work would remain unchanged "until further notice", and they were told that their patience was appreciated "as we transition through these changes";
- in February 2014, CFAV *Firebird* ceased operating 24 hours a day, 7

days a week, and the ships' officers' hours of work changed; and

- on February 27, 2014, at a labour-management relations meeting, UNDE representatives were told that the CFAV employees would continue to do security rounds "… until final outcome of *Firebird* is known"; they were also told that the RCN was conducting a study of CFAV *Firebird* to determine its viability and that they would be advised when the QHM received an answer on the way ahead for the vessel.

[51] I also find that the CFAV employees and the complainant are knowledgeable about their workplace and therefore that they would have known that by the time notice to bargain was given, other aging vessels had ceased to operate, and all other employees with the same classification as the employees worked conventional hours, from Monday to Friday, 07:30 to 15:30.

[52] I conclude that on the basis of the information the complainant and the CFAV employees had before notice to bargain was given; they could not reasonably have expected that their duties and shift schedules would not change. They knew that the RCN was deciding on CFAV *Firebird*'s viability. The RCN had already taken the action of reducing the vessel's hours of operation and of reducing the ships' officers' work hours. In other words, by the time notice to bargain was given, any pattern that had existed with respect to CFAV *Firebird*'s operations was already destabilized and could not be counted on to continue.

[53] In January 2014, the CFAV employees were told that their shift schedules would remain as-is "until further notice". At a labour-management relations meeting in February 2014, the respondent stated that security rounds would continue "… until final outcome of *FIrebird* is known". The complainant argues that these communications expressly confirmed to the CFAV employees that their shift schedules and security round duties would not change. I do not agree. In my view, the qualifications "until further notice" and "… until final outcome of *Firebird* is known" put the CFAV employees on notice that the fact that there were no changes in those areas at that time was not confirmation that further changes would not be made once the final decision about CFAV *Firebird* was made.

[54] The complainant presented several cases in support of its position. In *Teamsters Local Union 419, Canadian Air Traffic Control Association v. Treasury Board*, PSSRB File

No. 148-02-187 (19910502), [1991] C.P.S.S.R.B. No. 102 (QL), Syndicat des employés de la programmation de Conspec (CSN) v. *Conspec Limited* (1988), 76 di 85, *CATCA*, *Canadian Air Line Pilots Association v. Air Canada* (1977), 24 di 203, *Public Service Alliance of Canada,* and *Ontario Nurses' Association v. Oakville Lifecare Centre*, [1993] OLRB Rep. October 980, employers were found to have violated the statutory freeze provisions at issue when they unilaterally made changes after notice to bargain had been given. However, in those cases, unlike in this one, the evidence did not show that the employees knew before notice to bargain was given that the employers were contemplating making changes.

[55] In *Canadian Federal Pilots Association v. Treasury Board*, 2006 PSLRB 86, the PSLRB found that the employer violated the statutory freeze provision when it changed some employees' normal scheduled hours of work after notice to bargain was given. Before it was given, the employer had attempted to make that change but did not proceed with it. It had also then given assurances to the bargaining agent in that case that it would not impose that change. Again, that is very different from this case, in which before notice to bargain was given, the employees and the complainant were made aware that changes could come out of a review that was already ongoing.

[56] The complainant further argues that the change to shift schedules was not linked to CFAV *Firebird* ceasing to operate but rather to the change to conducting security rounds and that that in itself violated the statutory freeze provision. The complainant contends that were the changes to the shift schedules and security rounds linked to CFAV *Firebird*, they would have been made on February 3, 2014, but in fact, they did not occur for another 11 months.

[57] As part of examining this point, the following relevant dates are important:

- 2013: the emergency services efficiency review starts;
- February 3, 2014: CFAV *Firebird* ceases to operate 24 hours a day, 7 days a week, and ships' officers hours change;
- November 25, 2014: CFAV *Firebird* is declared surplus and identified for disposal;
- December 4, 2014: CFAV *Firebird* ceases to operate; and

- January 1, 2015: the employees' shift schedules and security rounds method changes.

[58] I find that the employees' duties and shift schedules were both linked to being assigned to CFAV *Firebird*. Carrying out security rounds was one of the duties given to the vessel because it was not used for its primary purpose. The CFAV employees were the only ones to have shift schedules set according to the 42-hour-averaging work system. Before notice to bargain was given, the respondent put the employees on notice that their shift schedules and duties were in place "until further notice" and "… until final outcome of *Firebird* is known", respectively. They knew that the viability of CFAV *Firebird* was being decided, and therefore, although no final decision had been made yet, they would reasonably have expected that if the decision were that CFAV *Firebird* would cease to operate, it would impact their duties and shift schedules.

[59] Captain Topshee stated that the decision about CFAV *Firebird* took longer than expected because the RCN is a conservative organization, and the decision had to be made by its headquarters. He stated that keeping the shift schedules and security rounds the same after CFAV *Firebird* ceased to operate 24 hours a day, 7 days a week, was an interim measure until the final decision was known. That was a reasonable approach, and the RCN let the CFAV employees know that a review was ongoing and that a decision was being made that could mean that CFAV *Firebird* would cease to operate, which could impact both shift schedules and duties. Also, the changes became effective very soon after CFAV *Firebird* ceased to operate.

[60] I find that this case differs from *New Brunswick (Board of Management) (Re)*. In that case, the employer had installed security cameras and monitors in 2001. In 2003, after notice to bargain was given, it implemented a new security program and reduced its security personnel's hours. The respondent argued that when cameras and monitors were installed, the employees should have reasonably expected that changes to work hours would result.

[61] The New Brunswick Labour and Employment Board disagreed because the change was made long after the installation without any suggestion being made in the interim that such a change was being considered except for one isolated comment that was speculative. As a result, the employees had a reasonable expectation that their hours would not change, unlike in the present case, in which circumstances and the

respondent's actions and words raised the expectation that changes could well occur depending on the decision made about CFAV *Firebird*.

VII. Conclusion

[62] After reviewing the evidence, the arguments, and the cases submitted, I find that the complainant has not met its burden of proving that the respondent violated the statutory freeze provision, and I dismiss the complaint.

[63] For all of the above reasons, the Board makes the following order:

(The Order appears on the next page)

VIII. Order

[64] I declare that the complaint is timely.

[65] The complaint is dismissed.

[66] I order file 561-02-745 closed.

October 25, 2016.

Catherine Ebbs,
a panel of the Public Service Labour Relations and Employment Board