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File: 561-02-40874

Citation: 2022 FPSLREB 14

Federal Public Sector Labour Relations and Employment Board Act and *Federal Public Sector Labour Relations Act*

Before a panel of the Federal Public Sector Labour Relations and Employment Board

BETWEEN

NATIONAL POLICE FEDERATION

Complainant

and

TREASURY BOARD
(Royal Canadian Mounted Police)

Respondent

and

PUBLIC SERVICE ALLIANCE OF CANADA

Intervenor

Indexed as
National Police Federation v. Treasury Board (Royal Canadian Mounted Police)

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

Before: David Orfald, a panel of the Federal Public Sector Labour Relations and Employment Board

For the Complainant: Christopher Rootham and Adrienne Fanjoy, counsel

For the Respondent: Jena Montgomery, counsel

For the Intervenor: Andrew Astritis, counsel

Decided on the basis of written submissions, filed October 29 and December 1 and 14, 2021.

REASONS FOR DECISION

I. Introduction

[1] This is the third decision I have issued with respect to this complaint, made by the National Police Federation ("the NPF"), of a violation of s. 56 of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*"). That section of the *Act* prohibits employers from making unilateral changes to the terms and conditions of employment following an application for certification. Complaints made with respect to that section are generally known as "post-certification freeze complaints".

[2] In this case, the NPF's complaint was made after the Royal Canadian Mounted Police ("the RCMP") announced in May 2019 that it had decided to create and fill five public service employee positions, classified at the AS-04 group and level, to help deliver the Applied Police Sciences (APS) course to cadets at the RCMP Depot Division located in Regina, Saskatchewan ("the Depot"). Before the announcement, the APS course was being delivered entirely by regular members of the RCMP.

[3] Therefore, the complaint concerns the "civilianization" of these instructional duties during the freeze period that follows a certification application. In this matter, "civilianization" was the term used by the parties to describe the movement of duties from regular members of the RCMP to civilian employees or positions (or, as the parties in this case described them, "public service employees or positions"). I will also note that no matter whether the APS facilitation duties were performed by regular members or public service employees, the parties referred to these employees or positions as "APS Facilitators".

[4] In a preliminary decision on the complaint, *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, 2020 FPSLREB 102 ("*Depot 1*"), issued on November 19, 2020, I found that the *Act* does not prevent the parties from voluntarily agreeing, during the process of collective bargaining, to a provision that would require certain cadet instructional duties to be performed by regular members of the RCMP. I ordered that the case be heard on its merits.

[5] In the decision on the merits of the case, *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, 2021 FPSLREB 77 ("*Depot 2*"), issued on June 28, 2021, I found that the Treasury Board ("the respondent") had, through the RCMP,

unilaterally changed the terms and conditions of employment for regular members of the RCMP, in violation of s. 56 of the *Act*.

[6] In *Depot 2*, I made a declaration that the respondent had failed to comply with s. 56 of the *Act*. Beyond that, I directed the parties to work out a remedy to the complaint. Specifically, I ordered the following, at paras. 247 and 248:

> *[247] The parties are directed to meet within 30 days from the date of this order to seek a resolution to this complaint.*
>
> *[248] The Board shall remain seized of this complaint for 90 days following the date of this order. The parties shall report back to the Board within those 90 days should they be unable to work out a resolution.*

[7] On September 24, 2021, the NPF requested that the period set out in paragraph 248 of *Depot 2* be extended by an additional 30 days, to allow the parties to try to complete a resolution to the matter. In the alternative, the NPF proposed that the parties make written submissions on the issue of remedy.

[8] Initially, the respondent consented to the 30-day extension request made by the NPF. However, on September 29, 2021, the respondent reported that on August 6, 2021, the NPF and Treasury Board had signed a first collective agreement governing regular members and reservists of the RCMP, with an expiry date of March 31, 2023 ("the NPF/TB collective agreement"). The signing of that agreement ended the statutory freeze, the respondent argued. As such, as of that date, it was no longer a frozen term and condition of employment that the 5 APS instructor positions at the Depot be held by regular members, and no further order was warranted, it said.

[9] I held a case management conference with the parties on October 12, 2021. Following that meeting, a timeline for written submissions was established. I also agreed to remain seized of the matter during the written submission process, until the rendering of this decision.

[10] During the case management conference, I asked the parties whether the NPF/TB collective agreement contained any provisions with respect to civilianization generally or the assignment of APS Facilitator duties in particular. They agreed that there was no **express** term and condition of employment written into that agreement that engaged these issues.

[11] In this matter, the Public Service Alliance of Canada (PSAC) was granted status as an intervenor because it represents employees classified at the AS-04 group and level (see *Depot 1*, at paras. 9 to 13, and *Depot 2*, at para. 8). PSAC was invited to make submissions on remedy, but in the end, it declined to.

[12] I also take note of the fact that the respondent has filed an application for judicial review of my decision in *Depot 2*. As of the date of this decision, the Federal Court of Appeal (FCA) has not yet heard the application.

[13] In accordance with the *Act*, I heard this matter sitting as a panel of the Federal Public Sector Labour Relations and Employment Board (FPSLREB). References to "the Board" in this decision include both the FPSLREB and its predecessor boards.

[14] In their submissions, the parties referred to evidence tendered before the Board in *Depot 1* and *Depot 2*. However, I do not think it necessary to repeat the summaries of evidence provided in those decisions.

II. Submissions and arguments of the NPF

[15] The NPF sought these four orders beyond the declaration that the respondent had violated s. 56 of the *Act* already made in *Depot 2*:

a) an order that the employer (i.e., the RCMP) post the decision bearing citation 2021 FPSLREB 77 on the intranet available to all members of the RCMP;
b) an order that the employer post a physical copy of the decision at Depot headquarters, where it is most likely to come to the attention of the members of the bargaining unit most affected by the issue, for 60 days;
c) an order that the employer provide notice to the NPF of any change in the category of the APS Facilitator positions at issue in this complaint, between now and the expiry of the collective agreement; and
d) an order that the employer pay the NPF the value of lost association dues, up to August 6, 2021, for all 5 APS Facilitator positions.

[16] The NPF argued that the Board should follow the principles governing remedies for unfair-labour-practice complaints in Canada set out in decisions of the Ontario Labour Relations Board (see *U.S.W.A. v. Radio Shack*, [1980] 1 Can. L.R.B.R. 99 at para. 93) and the Saskatchewan Labour Relations Board (see *Saskatoon (City) v. ATU, Local 615* (2015), 256 C.L.R.B.R. (2d) 37). In the latter case, these principles were summarized at paragraph 16 as follows (citations excluded):

> *1. In fashioning and awarding remedial relief, the Board strives to rectify or counteract the labour relations consequences of the*

> *transgressions of an offending party. Simply put, the goal of the Board is to place an injured party, to the extent possible, in the position that they would have been but for the breach or violation of the Act.*
>
> *2. Any remedial relief awarded by the Board must clearly fall within the scope of authority delegated to the Board by statute.*
>
> *3. There must be a rational connection between the breach, its consequences and the remedy imposed by the Board.*
>
> *4. Any remedy imposed by the Board should strive to foster and support healthy labour relations in the workplace.*
>
> *5. The remedy must not be punitive in nature.*
>
> *6. The remedy must not infringe the Canadian Charter of Rights and Freedoms. For example, a remedy should not require a party to make statements that they do not wish to make.*

[17] With respect to the first two orders requested, the NPF argued that the Board has routinely made "posting orders" for statutory freeze violations. See, for example, *Public Service Alliance of Canada v. Canada Revenue Agency*, 2017 FPSLREB 16 ("*PSAC-CRA/Flexible Work Hours*") at para. 89, *Public Service Alliance of Canada v. Treasury Board (Canada Border Services Agency)*, 2016 PSLREB 19 ("*PSAC-CBSA/Professional Standards*"), and *Public Service Alliance of Canada v. Canada Revenue Agency*, 2019 FPSLREB 110 ("*Sudbury Tax Centre*").

[18] The NPF said that it was aware of only one Board decision in which a posting order was not made for a freeze violation (*Professional Institute of the Public Service of Canada v. Treasury Board*, 2005 PSLRB 36). However, in that case, all employees affected by the Board's order received monetary compensation, so there was no need to post the decision so that employees could be informed about it.

[19] A posting order is not to be granted for the purpose of publicly shaming the employer, the NPF argued. Instead, the posting would serve three purposes:

1) to clarify the circumstances surrounding the change in status of APS Facilitators and the impact of that change on the integrity of the bargaining unit as a whole;
2) to serve as a reminder about the importance and benefits of consultation between the employer and the bargaining agent (see *Depot 2*, at paras. 48 and 198); and
3) to ameliorate the relationship between management and "rank and file" members by pointing out that RCMP management was not acting maliciously when it decided to staff the APS Facilitator positions with public service employees (see *Depot 2*, at para. 233).

[20] With respect to its request for an order that the employer notify the NPF of any future changes in status of the APS Facilitators, the NPF indicated that it specifically seeks notice if any of the public service employee positions are converted back to regular member positions or whether another public service employee is hired to replace a departing civilian APS Facilitator. This would permit the parties to engage with each other in a meaningful way and ensure that the NPF knows of any status changes at the same time as affected regular members, it argued.

[21] With respect to its request for an order that the employer pay the NPF the value of lost association dues, the NPF argued that this remedy speaks to the principle that compensation should "… place the injured party, as far as possible, in the position it would have been in had the breach not occurred …" (from *Hunt Manufacturing Ltd. v. UA, Local 170* (1993), 94 C.L.L.C. 16,012 at para. 45).

[22] In this case, had the employer not violated the statutory freeze, the five APS Facilitator positions would have been held by regular members during the freeze period, the NPF claimed. Following certification, the employer and NPF completed an interim agreement that included a standard dues-checkoff provision. As such, although a first collective agreement had not yet been concluded, dues remittances began in January 2020. But for the breach of the statutory freeze, the NPF would have received dues for the five APS Facilitator positions starting on January 1, 2020. The NPF argued that it should receive dues for the five positions for as long as they were not filled by regular members, up to the signing of the first collective agreement between the parties on August 6, 2021.

[23] The NPF cited *Northern Health Authority v. IUOE, Local 882* (2013), 227 C.L.R.B.R. (2d) 66 at para. 25) as authority for lost dues being awarded to a union when an employer was found to have committed an unfair labour practice by eliminating five jobs in one bargaining unit and reposting them as jobs within another bargaining unit.

III. Submissions and arguments of the respondent

[24] In its reply to the NPF's submissions, the respondent agreed that it would be appropriate for the Board to order a physical posting of its *Depot 2* decision for 60 days in a location at Depot headquarters where it would come to the attention of affected NPF members.

[25] The respondent disagreed with the other three remedies proposed by the NPF.

[26] With respect to the NPF's request for an order to post the *Depot 2* decision on the RCMP's intranet, the respondent argued that the Board should focus on the purpose of posting the decision: to inform affected employees. The Board made it clear that the scope of its decision was limited to the unique circumstances of the APS Facilitator positions that exist only at the Depot (see *Depot 2*, at para. 234).

[27] The respondent pointed out that the RCMP is a national organization composed of three distinct categories of employees: regular members, civilian members, and public service employees. This is a very different employee composition than the employer in *PSAC-CRA/Flexible Work Hours*, in which the Board did order the posting of the decision on the department's intranet site. All the RCMP's employees, regardless of employee status or bargaining unit, have access to its intranet site.

[28] Ordering that the decision be posted on the RCMP's site would go beyond providing a remedy for the breach found in *Depot 2*; such an order would be punitive and more akin to a "public flogging" or shaming, contrary to the aim of statutory remedies (see *LIUNA, Local 183 v. Melrose Paving Co.* (2019), 37 C.L.R.B.R. (3d) 120 at para. 74).

[29] With respect to the NPF's request for the Board to order the employer to provide it with advance notice of any change in status of the APS Facilitator positions, the respondent argued that such an order exceeds the Board's jurisdiction. The effect of the order requested would require the RCMP to notify the NPF if one of the public service employee positions is converted back to regular member status or if another public service employee is hired to replace one of the employees working as an APS Facilitator in an AS-04 position. This order would require the employer to provide notice to the NPF about staffing decisions related to public service employees who are not members of the NPF, the respondent argued.

[30] The Board does not have jurisdiction to impose a collective agreement term on the parties, the respondent argued. Ordering it to provide notice to the NPF about a change in status of these positions would amount to imposing a term and condition that was not agreed to during collective bargaining. Once the freeze period ended, on August 6, 2021, management became free to exercise its residual management rights to assign duties and classify APS Facilitator positions. It said that those residual rights

are found in the *Act* at s. 7, in the *Financial Administration Act* (R.S.C., 1985, c. F-11) at ss. 7(1)(e) and 11.1(1), and in the NPF/TB collective agreement at clause 6.02.

[31] The fact that the NPF has requested that the Board's order be in place until the collective agreement expires makes it clear that it is trying to obtain an additional right not secured during the collective bargaining progress, the respondent argued. Future concerns that the NPF and its members may have about the APS Facilitator positions, or the civilianization of similar positions, are to be properly dealt with by exercising the rights and obligations agreed to in the collective agreement and under the *Act*.

[32] Even if the Board finds that is has jurisdiction to make this order, it should not make it, because it is not rationally connected to the breach and its consequences, the respondent argued. The NPF's request is aimed at serving a broad labour relations purpose that is unrelated to the statutory freeze. There is no evidence that the NPF was harmed in a manner that would justify the employer having to provide advance notice to it about reclassifications of the APS Facilitator positions or ongoing public-service-employee staffing decisions of those positions following the freeze period.

[33] Finally, with respect to the proposed order to pay the NPF for the vacant APS Facilitator positions, the respondent argued that this request is not rationally connected to the facts underlying the breach. There was no evidence provided by the NPF that had the employer not violated the statutory freeze, the five positions would have been held by regular members during the freeze period. The NPF would have received association dues for the positions only if they were encumbered by regular members. The employer never agreed to remit dues for vacant positions.

[34] The evidence in *Depot 2* about the status of the five positions during the freeze period was focused on public service employees, and the fact that three of the five positions were filled during the freeze period by public service employees does not logically infer that had those positions remained classified as regular member positions, they would have been filled by regular member employees.

IV. Reply submissions and arguments of the NPF

[35] On the request to post *Depot 2* online, the NPF argued that a paper-only posting order does not recognize the changes in the work environment in the federal public sector over the last 30 years. "It is no longer 1991", the NPF wrote, and "… employees

no longer get their information exclusively from their physical workplace and from physical bulletin boards."

[36] The Board's previous orders to post decisions online also reached employees outside the affected bargaining unit, argued the NPF (see, for example, *Public Service Alliance of Canada v. Canada Revenue Agency*, 2021 FPSLREB 1). Had the employer built an intranet site that only reached regular members, the NPF would have asked for the decision to be posted only on that site.

[37] Moreover, the decision does not concern only those regular members currently working at the Depot; the evidence in this proceeding was that RCMP members are regularly rotated through the Depot for three- to five-year periods. Ordering a paper-only posting is insufficient to ensuring that the Board's order comes to the attention of members who might have been at the Depot at the time of the respondent's breach but who are no longer there.

[38] On the request for an order that the employer provide notice of status changes in the APS Facilitator role, the NPF clarified that it is not seeking an order with respect to staffing decisions; i.e., which employee was hired. The NPF is only seeking notice of any changes in status; in other words, when these positions are moved in or out of its bargaining unit.

[39] The Board's statutory remedial powers at s. 12 of the *Act* are extremely broad, the NPF replied. The Supreme Court of Canada has recognized that a similarly worded provision in the *Canada Labour Code* (R.S.C., 1985, c. L-2) allows a labour board broad powers that can affect a collective agreement (see *Royal Oak Mines Inc. v. Canada (Labour Relations Board)*, [1996] 1 SCR 369 at paras. 67, 90, and 92 ("*Royal Oak*")).

[40] While acknowledging that the *Royal Oak* decision involved an extreme set of facts, it still stands for the proposition that the Board can impose a provision on the parties because of an unfair labour practice, claimed the NPF. Doing so in this case would be rationally connected to the purpose of the statutory freeze provisions in the *Act*, particularly because collective bargaining is virtually continuous in the federal public service as collective agreements expire months after they are negotiated, followed by years-long collective bargaining. As unfair labour practices by either party can poison the bargaining relationship for years, a remedy should be fashioned that keeps the purpose of the statutory freeze in mind. Contrary to the respondent's

argument, the NPF argued that the entire point of the freeze provision is to serve a broad labour relations purpose of facilitating the collective bargaining relationship.

[41] By ordering the employer to notify the NPF of changes in the category of APS Facilitators, the Board will ensure that the next round of collective bargaining takes place in a timely fashion (by avoiding unnecessary delays and arguments over the disclosure of this information) and that both parties are able to make bargaining proposals that are fully informed by the frequency or number of changes in the category of the APS Facilitator position, the NPF claimed.

[42] On the proposed order about association dues, the NPF replied that evidence was tendered before the Board in *Depot 2* about what happened with the two positions that were designated as bilingual but remained vacant because the RCMP could not find qualified public service employees to fill them. Once converted back to regular member status, the RCMP was able fill the positions. This demonstrates that but for the creation of the AS-04 positions, the APS Facilitator roles would have been filled by regular members.

V. Reasons

[43] Under s. 192(1) of the *Act*, the Board is granted broad remedial powers when it determines that an unfair-labour-practice complaint is founded, including those complaints made with respect to s. 56. In s. 192(1), the *Act* states that "… the Board may make any order that it considers necessary in the circumstances against the party complained of …". These broad powers have been confirmed by the Board (see *Canadian Association of Professional Employees v. Treasury Board (Department of Public Works and Government Services)*, 2016 PSLREB 68 ("*Parliamentary Translators*") at para. 156).

[44] In exercising these powers, the Board must keep in mind the purpose of the freeze provisions in the *Act*. As discussed in *Depot 2*, the purpose of the freeze provision at s. 56 is to facilitate certification (see paras. 52 to 54 and 233). That purpose is closely related to the purpose of s. 107, which freezes terms and conditions of employment following notice to bargain: to provide a stable point from which negotiations can take place (see *Depot 2*, at para. 54, and *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, 2020 FPSLREB 71 at paras. 32 to 37).

[45] In considering the parties' submissions with respect to a remedy in this complaint, I am therefore significantly influenced by the fact that the parties signed a new collective agreement on August 6, 2021.

[46] I have accepted at face value the NPF's submissions that civilianization was a significant collective bargaining issue for it (see *Depot 1*, at para. 33), but I do not have direct evidence of that. In the hearings and submissions made before me in *Depot 1*, the NPF provided hypothetical examples of possible bargaining proposals it might make (see paragraphs 80 to 83). However, in neither the hearing into *Depot 2* nor in the written submissions in this matter was evidence tendered of actual bargaining proposals made. I have no evidence as to how the respondent's breach of s. 56 might have affected either the certification or bargaining process.

[47] What the parties have acknowledged is that the NPF/TB collective agreement contains no **express** provisions that restrict civilianization generally or the assignment of APS Facilitator duties to regular members particularly.

[48] In the cases cited by the NPF in which the Board has made orders beyond a simple declaration of a freeze-complaint violation, the decision was rendered before the end of the freeze period (see, for example, *PSAC-CRA/Flexible Work Hours*, at paras. 66 and 88, *PSAC-CBSA/Professional Standards*, at para. 92, *Sudbury Tax Centre*, at para. 185, see also, *Parliamentary Translators*, at para. 168).

[49] In *Depot 2*, the Board sought to release its decision in an expeditious manner and did so within 10 weeks of the conclusion of the hearing, releasing it on June 28, 2021. I take note that national news coverage that day reported that the parties reached their tentative agreement in the collective bargaining process on June 28, 2021, the same day my decision in *Depot 2* was released.

[50] With the signing of the NPF/TB collective agreement on August 6, 2021, the freeze period is now over. All the parties' submissions with respect to remedy have taken place after the signing of that collective agreement.

[51] The NPF argued that a remedy should "… rectify or counteract the labour relations consequences of the transgressions of an offending party" (per *Saskatoon (City)*, at para. 16). Given that the freeze period is now over, and given the evidence

before me, I am not convinced there is anything more to rectify in this matter, aside from the one order made below.

[52] I have considered each of the proposed additional remedies beyond the declaration already made at paragraph 246 of *Depot 2*, as follows.

A. On the request for a physical posting of *Depot 2*

[53] I agree with the NPF that it is "no longer 1991" and that few employees are likely to get their employment-related information from physical bulletin boards. Nonetheless, both the NPF and the respondent have requested this order, as a way of reaching affected employees, and I will make it.

B. On the request to order an online posting of *Depot 2*

[54] I agree with the respondent that this proposed remedy would involve sharing the decision with thousands of employees not affected by it across many other bargaining units. In my view, the NPF has failed to demonstrate that an order to post *Depot 2* on the employer's intranet site would "… foster and support healthy labour relations in the workplace" (see *Saskatoon (City)*, at para. 16). Furthermore, the employer would presumably have to provide some context for the posting of the decision on its intranet site. Given that the parties are now disputing my findings in *Depot 2* before the FCA, any such posting and attendant explanation might serve to heighten tensions rather than reduce them.

[55] I do appreciate that the physical posting alone of *Depot 2* may not reach all regular members who feel affected by it. But the "new world", in which employees get information from a variety of electronic sources, applies equally to the NPF. Nothing stops it from sharing *Depot 2* with its members through mechanisms such as its newsletters, website, or Twitter account. After all, *Depot 2* is already available to the public on the Board's website.

C. On the request to order the employer to provide the NPF notice of future changes in status of the APS Facilitators

[56] Rather than engage in an analysis of the parties' arguments about whether I have jurisdiction to make this order, I dismiss the request by concluding that if I have jurisdiction to make such an order, I decline to, in this case.

[57] The NPF's rationale for such an order relied on *Royal Oak*. This matter can be easily distinguished on the basis that *Royal Oak* involved exceptional violations by the employer of its duty to bargain in good faith. The Supreme Court of Canada summarized these violations as ones that made "… this dispute in the opinion of two very experienced mediators the worst they had known" (at paragraph 75).

[58] In this matter, there is no evidence that the RCMP acted with anti-union animus or intentionally sought to undermine the certification efforts or collective bargaining aspirations of the NPF. The NPF fully recognized this when it argued that the online posting of the decision would be useful in dispelling any notion that the RCMP made its decisions for malicious purposes.

[59] In its submissions, the NPF referenced the testimony of Morgan Buckingham in the *Depot 2* proceedings, which was that members had brought forward concerns about the civilianization of the APS Facilitator and similar positions. It argued that an order that the employer notify it of status changes is needed to prevent it from being "ambushed" when its members raise such concerns. Such an order will also serve the purpose of the freeze provision of facilitating the next round of collective bargaining, by reducing the potential of a delay over the disclosure of information.

[60] I do not accept these arguments of the NPF. Its own submissions made it clear that its membership is proactive in bringing forward concerns about civilianization. That is not an ambush; it's the day-to-day work of the NPF to listen to the workplace concerns brought forward by its members.

[61] Furthermore, I am not convinced that an order designed to facilitate the **next** round of collective bargaining is appropriate in this circumstance. I was presented with no evidence that suggested that the violation of the *Act* in this matter was tied to a failure on the part of the respondent to provide the NPF with information during the just-concluded process of collective bargaining. As I have already mentioned, neither was the violation motivated by anti-union animus. To the extent that the Board may have jurisdiction to make orders that govern the parties after the freeze is over, I find that such an order is not necessary in the circumstances.

D. On the request for an order for the employer to pay association dues

[62] The NPF made a good argument that but for the employer's breach of s. 56, it would have received association dues from any regular members assigned to the APS Facilitator positions.

[63] However, I am not convinced that the NPF would have received additional association dues for the period it claims. At the time the RCMP decided to create and post the AS-04 positions, those five positions were already vacant. It is clear from the evidence before me that the Depot operated without a full complement of APS Facilitators. Even if regular members had rotated through all five APS Facilitator positions for the entire period claimed by the NPF, those members were already paying association dues. There was no evidence about backfilling their previous postings.

[64] I do note the NPF's reference to the British Columbia Labour Relations Board's decision in *Northern Health Authority* to order an employer to pay lost dues. However, I would distinguish that case because the BC Board also made a finding of anti-union animus in that matter, which was not present in this case. Moreover, *Northern Health Authority* involved much smaller bargaining units. This matter deals with 5 positions in a bargaining unit of some 21 000 regular members. Quite simply, I am not convinced that there were lost association dues for 5 positions for a period of up to approximately 19 months.

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

(The Order appears on the next page)

VI. Order

[66] The respondent is ordered to post a physical copy of the Board's decision, *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, bearing citation number 2021 FPSLREB 77, in a location at the RCMP's Depot Division where it is likely to come to the attention of affected members, for a period of 60 days from the date of this decision.

March 8, 2022.

David Orfald,
a panel of the Federal Public Sector
Labour Relations and Employment Board