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File: 572-02-45476

Citation: 2024 FPSLREB 95

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

TREASURY BOARD

Applicant

and

PUBLIC SERVICE ALLIANCE OF CANADA

Respondent

Indexed as
Treasury Board v. Public Service Alliance of Canada

In the matter of an application, under subsection 71(1) of the *Federal Public Sector Labour Relations Act*, for a declaration that a position is a managerial or confidential position

Before: Christopher Rootham, a panel of the Federal Public Sector Labour Relations and Employment Board

For the Applicant: Larissa Volinets Schieven, counsel

For the Respondent: Janson LaBond, Public Service Alliance of Canada

Decided on the basis of written submissions, filed March 22 and April 12 and 18, 2024.

REASONS FOR DECISION

I. Overview

[1] The Treasury Board ("the employer") has applied to exclude the position of Manager, Business Management (position number 22259; "the MBM" position), from a bargaining unit represented by the Public Service Alliance of Canada (PSAC). The position is located in the Department of Justice (DoJ) and provides services to the minister's office as well as some services to the deputy minister's office. The position also supervises a group of employees. I have decided not to exclude the MBM position because the employer has not demonstrated that any confidential duties that it performs are in relation to labour relations. The duties for the minister's office cannot be in relation to labour relations because ministerial staff are non-union. As for the other duties, the employer has organized its affairs so that the MBM is excluded from any confidential discussions that relate to sensitive labour relations matters. It has not satisfied me that doing so has been so onerous as to justify excluding the MBM position. Therefore, I dismiss this application. My reasons follow.

II. Procedural background

[2] This decision is being released alongside five other decisions involving applications by an employer to exclude a position or group of positions identified in s. 59(1) of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*"). The six decisions bear the citations 2024 FPSLREB 90 through 95.

[3] For context, the Federal Public Sector Labour Relations and Employment Board ("the Board") is authorized to decide any matter without an oral hearing; see the *Federal Public Sector Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365), at s. 22, and *Walcott v. Public Service Alliance of Canada*, 2024 FCA 68. When the Board schedules an oral hearing for an exclusion case, it typically lasts one or two days at most. However, a large number of exclusion applications were filed before 2023. Therefore, the Board identified 53 older files that may be suitable to be determined in writing.

[4] Both employers and bargaining agents have a shared interest in expeditious decisions in exclusion cases. Scheduling 53 days of hearing would delay the dispositions of many of these exclusion cases, as well as the hearings of other cases that the Board has not yet scheduled. Exclusion cases are also well-suited for hearing

in writing because, most of the time, the evidence about the duties performed by the position at issue is not in dispute and can be provided by the employer through a combination of documents (including a job description) and will-say evidence.

[5] Therefore, the Board wrote to 3 employers and 2 bargaining agents involved in these 53 files. One pair of employer and bargaining agent identified a more recent application that was similar to other existing applications, so the Board issued directions about 54 files, some of which involved multiple employees. The directions provided the employer and bargaining agent in each case with a timetable to file written submissions. The parties in each case were also given the opportunity to request an oral hearing; none did so. In many cases, the Board extended the period for the employer's initial submissions to permit the parties an opportunity to discuss these exclusion applications. After those discussions, the Board had to decide only 21 files involving 2 employers and 2 bargaining agents. Two groups made out of these 21 files were consolidated because they all raised the same issue: a group of 14 (in 2024 FPSLREB 91) and a group of 3 (in 2024 FPSLREB 90).

[6] I was assigned to decide each of these files. After reviewing them, I concluded that they were capable of being decided in writing. In this case, I had a follow-up question about the effective dates of certain documents, but otherwise, I was able to decide the case on the basis of the documents filed, the employer's will-says, and the written submissions of both parties.

[7] Finally, I want to thank all the parties (the two employers and two bargaining agents) for the quality of their submissions. It was clear that the employers and bargaining agents worked hard to resolve the majority of these cases on their own and that the cases remaining either raised important points of principle or were borderline cases based on their facts (like this one). These were not easy cases; the parties' submissions made them easier. I thank them for it.

III. Basis of the employer's application

[8] The employer has made this application under s. 59(1)(h) of the *Act*. That paragraph excludes positions from a bargaining unit when these conditions are met:

59(1)(h) *the occupant of the position has, in relation to labour relations matters, duties and*	***59(1)h)*** *poste de confiance occupé, en matière de relations de travail,*

> *responsibilities confidential to the occupant of a position described in paragraph (b), (c), (d) or (f).*
>
> *auprès des titulaires des postes visés aux alinéas b), c), d) et f).*

[9] As is evident from its text, s. 59(1)(h) has three elements. The occupant of the position must have duties and responsibilities (1) toward the occupant of a position excluded under the four listed paragraphs, (2) confidential to that position, and (3) in relation to labour relations matters.

[10] I agree with the parties that the employer has met the first two elements of that test.

[11] The first element of the test is that the position be confidential to another position excluded under one of four listed paragraphs. The employer initially applied to exclude this position because it alleged it was confidential to a series of senior executives at the DoJ. However, in its written submissions, it clarified that it is arguing that the position is confidential to the position of Director, Business Management. That position is in the executive occupational group, and therefore, it falls within s. 59(1)(b) of the *Act*. This satisfies the first element of the test.

[12] The second element of the test is that the position be confidential. As the Board stated in *Treasury Board v. Association of Justice Counsel*, 2020 FPSLREB 3 at para. 69 ("*AJC #1*"; upheld in 2021 FCA 37):

> *[69] … To be considered a confidential exclusion, there must exist between the particular employee and the employer "… a relation of a character that stands out from the generality of relations, and bears a special quality of confidence." There is an element of personal trust which permits some degree of "thinking aloud" on special matters. …*

[13] The employer's evidence is that the MBM position participates in senior-management team meetings at which confidential matters are discussed. As an interim measure pending the potential exclusion of this position, the MBM is asked to leave the room during certain delicate discussions (such as contingency planning for strikes). Finally, the MBM works closely with the director on issues that the employer characterizes as labour relations issues and that the director (and other more senior executives) are "thinking aloud" in the MBM's presence — or they would be without the

interim measures in place pending the MBM's potential exclusion. PSAC does not dispute that the MBM position is confidential to the director.

[14] This meets the second element of the test. The MBM's relationship with the Director, Business Management, has the requisite special quality of confidence to fall within s. 59(1)(h) of the *Act*.

IV. Whether the position is confidential in relation to labour relations

[15] The parties' dispute is over the third element of the test: whether the confidential duties are "in relation to labour relations".

A. Meaning of the term "labour relations"

[16] To begin, the parties dispute the meaning of the term "labour relations". The employer argues that the Board issued two inconsistent decisions in 2020 that defined that term, and the employer argues that I should adopt one over the other. PSAC simply relies upon the decision that has the narrower meaning of "labour relations", without addressing the second decision.

[17] The two decisions that the employer says are contradictory are *AJC #1* and *Treasury Board (Department of Justice) v. Association of Justice Counsel*, 2020 FPSLREB 59 ("*AJC #2*"; upheld in 2021 FCA 87). In *AJC #1*, the employer applied to exclude three law practitioner (LP) positions that provided advice in the Public and Labour Law team of the Department of National Defence. The employer made its application under ss. 59(1)(c) and (h) of the *Act*, both of which have as a precondition that the advice or confidential relationship be in respect of "labour relations". The Board stated at paragraph 29 that the ordinary meaning of "labour relations" signified the relationship between labour as a collective or group and its employer. The Board also noted at paragraphs 31 to 33 that the term "labour relations" or its French equivalent (*relations de travail*) is used only in Part I of the *Act*, which regulates the collective relationship between labour and management. The Board found the fact that the title of Part I was "Labour Relations" to also be an important contextual element to defining that term, at paragraphs 34 and 35. The Board also found at paragraphs 37 to 39 that an expansive definition of the term "labour relations" that includes everything captured within the employee-employer relationship was inconsistent with the wording of s. 59(1)(c) of the *Act*, which uses the phrase "labour relations, staffing or classification", concluding that such an expansive definition of "labour relations" would render the subsequent words

redundant. The Board concluded by saying that "… to be considered a labour relations matter under ss. 59(1)(c) or (h), the advice or related duties and responsibilities at issue must be related to a matter that falls within the scope of Part 1 of the *Act*."

[18] One of the witnesses in the hearing that led to *AJC #1* referred to this as "pure" labour relations (see paragraph 49); the Board also referred to this as "core" labour matters (see paragraph 73).

[19] The Federal Court of Appeal upheld that decision. However, the Court of Appeal (at paragraph 9) was clear that the Board's decision in *AJC #1* was **a** reasonable interpretation of the *Act*, not the **only** reasonable interpretation.

[20] In *AJC #2*, the employer applied under ss. 59(1)(c) and (g) of the *Act* to exclude a general counsel at the DoJ who provided legal advice about privacy and access-to-information law. The Board excluded the position because the general counsel was senior and provided advice that intersected with labour relations, staffing, and classification. The employer in this case relies upon paragraph 39 of *AJC #2*, and so I will quote it in full as follows:

> *[39] The evidence disclosed that the CIPL receives inquiries from other legal services units within the DOJ, including requests for advice involving labour and employment matters which would otherwise involve the correlation of the* Privacy Act *and* Access to Information Act. *Being able to provide fulsome legal advice in relation to access to information and privacy issues as they involve labour relations, staffing and classification would require the person giving that advice to, in many instances, be required to know the full extent of the labour relations, staffing or classification issue and thus would potentially be placed in a position of a conflict of interest.* ***This though would not permit this position to properly fall within the exclusion set out in s. 59(1)(c), as an exclusion under that section specifies the position is one that provides advice on labour relations, staffing or classification and that is not quite accurate.*** *The evidence however disclosed that there is sufficient intersection of labour relations, staffing and classification matters with the mandate of the CIPL that justifies the exclusion of the LP-04 position.*
>
> [Emphasis added]

[21] In *AJC #2*, the Board found that the position was not eligible to be excluded under s. 59(1)(c) because that paragraph requires the advice to be about "labour relations", and privacy and access-to-information issues that impact the employment

relationship are not "labour relations". It excluded the position under s. 59(1)(g) because that paragraph does not require that the position perform duties related to "labour relations".

[22] Contrary to the employer's submissions, there is no inconsistency between *AJC #1* and *AJC #2* for me to resolve or choose between. Both *AJC #1* and *AJC #2* applied the same narrow meaning of "labour relations." The difference is that the employer applied under s. 59(1)(g) as well as s. 59(1)(c) in *AJC #2*.

[23] The employer made two other arguments that I will address.

[24] First, the employer argued that the Board's interpretation of "labour relations" in *AJC #1* is inconsistent with broader interpretations of the term by other labour boards in Ontario, British Columbia, and Nova Scotia as well as by the Canada Industrial Relations Board (CIRB).

[25] I note that the employer argued in reply that "… the Board is not bound by the findings of other labour boards …" when responding to an argument made by PSAC in one of the parallel files. As I stated in that matter (2024 FPSLREB 92) I agree to the extent that the Board is not required to follow the results from other labour boards, but I disagree to the extent that the employer argues that the Board should not consider other labour boards.

[26] However, as I also stated in 2024 FPSLREB 92, the Board may depart from other labour boards when required by statute. This is one of those times. The *Act* is worded and structured differently from other labour relations statutes across Canada. The important difference here is that other labour relations statutes are not divided into parts only one of which is labelled "labour relations". The statutes that do divide into parts use different terms (such as "industrial relations" in the *Canada Labour Code* (R.S.C., 1985, c. L-2)). The Board relied on this statutory context (being the wording and structure of the *Act*) to interpret the term "labour relations" in s. 59(1). Other labour boards have interpreted the term more broadly because their respective statutes lacked this legislative context. I also note that all the provincial and CIRB cases cited by the employer were decided before *AJC #1*. This is not a case of *AJC #1* no longer being consistent with an evolving body of case law, which I point out because an evolution in the law is one of the hallmarks of a circumstance when a court or tribunal may depart from an earlier decision. That hallmark is notably absent in this case.

[27] Second, the employer argued that the phrase "in relation to" in s. 59(1)(h) requires a "broader frame of analysis." While the employer does not put it quite this way, I take its argument to mean that an indirect link to "labour relations" is sufficient to trigger s. 59(1)(h). This would mean that the "intersection with labour relations" (from *AJC #2*) that is a factor when determining an application under s. 59(1)(g) would also meet the precondition to an exclusion under s. 59(1)(h). The employer relies on Keyes, *Executive Legislation*, 2nd ed., which reads as follows:

> …
>
> *These sorts of link words ["governing and respecting"] generally allow great breadth in connecting executive legislation to its authorized matters. One of the most often cited expositions of the meaning of "in respect of" is that of Dickson J. in* R. v. Nowegijick*:*
>
> > *The words "in respect of" are, in my opinion, words of the widest possible scope. They import such meanings as "in relation to", "with reference to" or "in connection with". The phrase "in respect of" is probably the widest of any expression intended to convey some connection between two related subject matters.*
>
> …

[28] With due respect to the author of that text, the phrase "in respect of" is not always interpreted as broadly as it was in *Nowegijick v. The Queen*, [1983] 1 SCR 29. For example, in *Northern Thunderbird Air Ltd. v. Royal Oak & Kemess Mines Inc.*, 2002 BCCA 58, the same phrase in the British Columbia *Builders Lien Act* (S.B.C. 1997, c. 45) was read down to mean "in **direct** relation to" or "in relation to an **integral** part" [emphasis added] (see paragraph 56) so that the air transportation of construction workers was not "in relation to" the construction of the mine they were being flown to build. In *Ontario (Ministry of Agriculture, Food and Rural Affairs)*, 1996 CanLII 7647 (ON IPC), the Ontario Information and Privacy Commissioner concluded that the phrase "in relation to" in s. 65(6) of the Ontario *Freedom of Information and Protection of Privacy Act* (R.S.O. 1990, c F.31), which permits an institution to refuse to disclose information that is "in relation to" proceedings "relating to" labour relations or the employment of a person, requires a "fairly substantial" connection between the record and the proceeding.

[29] My point is that the phrase "in respect of" in a statute takes its meaning from its context — which is what the Supreme Court of Canada said explicitly in *Markevich v. Canada*, 2003 SCC 9 at para. 26. Often the phrase is broad, but sometimes the context

requires a narrower reading of the term. The Board's decision in *AJC #1* interpreted s. 59(1)(h) contextually. The employer has not persuaded me that the Board was wrong to do so.

[30] In conclusion, I will apply the meaning of "labour relations" set out in *AJC #1* — namely, "labour relations" is about the collective relationship between an employer and an employee organization governed by Part 1 of the *Act*.

B. The factual decision about this position

[31] I turn now to the facts of this case to determine whether the MGM is confidential to the director in respect of "labour relations". I have drawn these facts from the employer's will-say and the job description.

1. The job descriptions

[32] On the job descriptions, the employer filed two. After some brief clarification from the employer, it transpires that one was from December 2021 and that the second was from February 2024. The employer made this application in 2022. As the Board stated in *Treasury Board v. Public Service Alliance of Canada*, 2024 FPSLREB 13 at para. 122, the evidence supporting an application to exclude a position from a bargaining unit must concern the duties of the position at the time of the application unless the post-application evidence retrospectively clarifies the nature of the position pre-application. PSAC objected to the employer relying on the 2024 job description on that basis.

[33] Having reviewed the 2024 job description, it is not meaningfully different from the 2021 job description. I have treated the minor differences between the two job descriptions as the 2024 one retrospectively clarifying the nature of the position's duties.

[34] The job description says very little about the MBM's involvement in labour relations. The closest it comes is when describing one part of the knowledge required of the occupant of the position, as follows:

> …
>
> *Knowledge of financial, human resource and administrative policies and directives, as well as related legislation (e.g. Access to Information and Privacy Acts, the Federal Accountability Act, ATIP, the Financial Administration Act, the Public Service*

> *Employment Act, and the Canadian Human Rights Act) in order to direct the management of human and financial resources and to direct organizational change in response to changing issues/requirements; and knowledge of collective agreements, labor* [*sic*] *relations principles and practices to maintain an effective and efficient organization.*
>
> …

[35] It is relevant (but not determinative) that the *Act* is not listed among the legislation that the MBM is expected to have knowledge about.

[36] When describing the MBM's key activities, the job description does not mention anything about labour relations. The closest it comes is in paragraph 8 of the key activities, reading as follows:

> *8. Manages the assigned human, financial, material and technological resources including establishing priorities, assigning work, performance management, coaching and training of staff, and preparing, managing and tracking of salary and non-salary funds. Manages staff at the junior and intermediate level and leads multi-disciplinary project teams.*

[37] However, the employer did not apply to exclude the MBM because it performs substantial management duties. It applied to exclude it because it is confidential to the director in relation to labour relations. The fact that the MBM also helps manage a team is not enough to meet the requirements of s. 59(1)(h).

2. The will-say

[38] Since the job description does not, by itself, show that the MBM position falls within s. 59(1)(h) of the *Act*, I will turn to the employer's will-say. The most important parts of this will-say are at paragraphs 103 to 121 and 125 to 129 of the employer's submissions. After reviewing the duties set out in the will-say, I divided the duties of this position as they may relate to labour relations into these three categories:

1) supporting the minister's office;
2) supervising the approximately 12 employees in the National Capital Region; and
3) supporting the deputy minister's office (and the conflict office).

[39] I will deal with these three categories in turn.

3. Supporting the minister's office is not in relation to labour relations

[40] The will-say describes that the MBM works carefully on employment issues in the minister's office. This includes hiring, terminations, discretionary wage increases for ministerial staff, and other human resources issues.

[41] The work supporting the minister's office is not about "labour relations". Ministerial staff are appointed by the minister under s. 128 of the *Public Service Employment Act* (S.C. 2003, c. 22, ss. 12, 13). They are not employed in the "public service" as that term is defined in s. 2(1) of the *Act*, as they are not employed in any of the departments, portions, or agencies listed in Schedules I, IV, or V to the *Financial Administration Act* (R.S.C. 1985, c. F-11). This means that they fall outside the scope of the *Act*. They may not unionize under the *Act*, and they have no collective relationship with their employer. Therefore, any support that the MBM provides to the minister's office about the terms and conditions of employment of ministerial staff is not related to "labour relations".

4. Supervising the position's unit is not in relation to labour relations

[42] Second, the MBM assists with the management of the 12 employees in the National Capital Region. The will-say at one point states that the MBM "manages" this team and is responsible for managing its members' terms and conditions of employment. However, the employer has not applied to exclude this position under s. 59(1)(d) of the *Act* — i.e., that the position performs substantial management duties. The employer has applied under s. 59(1)(h). On this point, I also noted that the 2024 job description says that the MBM is responsible for "supervising up to 10 employees", while the 2021 job description said that the position "manages employees". Having reviewed these duties carefully, they are more closely associated with supervision than management, which may explain why the employer did not apply to exclude the MBM under s. 59(1)(d) of the *Act*. PSAC also points out that the MBM is engaged in supervision, not management.

[43] However, the employer has applied under s. 59(1)(h). Therefore, I have to consider whether the confidential duties that the MBM performs for the director are related to labour relations — not whether the MBM manages other employees.

[44] I frankly wish that the will-say more clearly distinguished between the MBM's supervisory duties and its confidential duties to the director. I acknowledge that there

is likely a great deal of overlap between the supervisory and confidential duties so that it is not easy to distinguish them. However, this will be the case with any supervisor: all supervisors have to report up to a manager about human resources and labour relations matters. That does not bring all supervisors within the ambit of s. 59(1)(h) of the *Act*. The Board has been clear repeatedly that supervisors are **not** to be excluded under s. 59(1)(d) of the *Act* despite the fact that a supervisor communicates to a manager in confidence about their subordinates (see *Canada (Treasury Board) v. Public Service Alliance of Canada (Correctional Group)*, [1979] C.P.S.S.R.B. No. 9 (QL) ("*Sisson*") at para. 54; see also, for example, *Treasury Board v. Association of Public Service Financial Administrators*, [1998] C.P.S.S.R.B. No. 106 (QL) at para. 84). I am not prepared to exclude the MBM on account of the positions speaking confidentially to the director about the employees whom the MBM supervises.

5. Supporting the deputy minister's office and the conflict resolution office is not related to labour relations

[45] Third, the MBM supports the deputy minister's office. The will-say also says that the MBM supports the Conflict Resolution Office, but it says nothing else about that office aside from the fact that the office "handles conflicts arising between Justice employees". I have no information about the nature of these conflicts or the role played by the MBM in handling the conflicts. Therefore, I have focussed on the deputy minister's office.

[46] Unfortunately, the will-say is unclear about what that support of the deputy minister's office entails. The will-say states that the MBM "… is mainly responsible for the Minister's Office **and** Deputy Minister's Office, including the two ADMs" [emphasis added]. However, when describing the details of that support as it touches on labour relations, the will-say focusses on the support provided to the minister's office. The will-say describes salary increases "at the Minister's discretion" (which can only be about ministerial staff), dismissing employees "… **including** of staff within the Minister's Office …" [emphasis added], and making "… recommendations to the Minister's Office, including in human resources and labour relations matters."

[47] When the will-say becomes more generic, such as when it states that the MBM "… provides guidance to [the director] and her team on labour relations policies and processes" or about "onboarding and offboarding", it does not say whether this guidance is about the minister's office, the 12 employees in the National Capital

Region, or other work in the deputy minister's office. Similarly, when the will-say says that the MBM is "… responsible for labour relations matters such as collective agreement interpretation and application …", it does not say for whom, *i.e.* whether for the employees whom the MBM supervises or a broader group in the deputy minister's office.

[48] The will-say describes the MBM's attendance in what the employer characterizes as the management team. The Board described the concept of the management team in 2024 FPSLREB 92 at paragraphs 44 and following, and I will not repeat that description.

[49] PSAC argues that the concept of a management team has no application to s. 59(1)(h) of the *Act*. I disagree. Confidential information relating to labour relations can be communicated during a management team meeting. The employer is not arguing that the MBM is a member of its management team (which may justify its exclusion under s. 59(1)(g) of the *Act*); the employer is arguing that the MBM sits in on meetings with its management team and during those meetings is privy to confidential discussions relating to labour relations.

[50] The problem with the employer's argument is that it runs up against the principle that an employer is required to organize its affairs to limit the number of excluded employees; see *Sisson*, at para. 50, and *Treasury Board v. Public Service Alliance of Canada*, 2017 PSLREB 11 at para. 42. To its credit, the employer has done just that. The employer's will-say states that the MBM is "… sometimes asked not to participate in certain aspects of these meetings …" when the meetings turn to particularly delicate labour relations issues such as strike planning. The employer says that this creates "onerous operational challenges" because the senior executives attending the meeting cannot "think aloud" while the MBM is present. Unfortunately, the employer does not explain what makes it "onerous" to ask the MBM to leave the room when the senior executives want to discuss labour relations matters. If the status quo is truly onerous, the employer could have provided more concrete information about what makes it onerous. Instead, it could give only one example: the MBM was not permitted to participate in strike planning during the recent PSAC strike. The employer never explains what made the MBM's absence onerous. It had to cope with the inconvenience of not being able to involve the MBM in strike planning; however, it provided no evidence to indicate what made that coping onerous.

[51] This is not a case like *Treasury Board v. National Police Federation*, 2023 FPSLREB 110, in which the employer was "risk-managing" the situation pending a decision from the Board about whether to exclude a position. In that case, the Board concluded that the status quo was not sustainable because there were no safeguards to prevent conflicts of interest (see paragraph 201). There are safeguards here. Meetings of senior executives that are attended by more junior staff frequently go *in camera* and exclude junior staff when sensitive or confidential information is discussed. This is exactly what the employer is doing in this case, and it has not explained why continuing to do so is "onerous". Unlike in *National Police Federation*, the employer is not managing an inevitable risk pending an exclusion; instead, the employer has eliminated the risk.

[52] Finally, the employer points out that the Board recently excluded the position of Manager, Business Management Services, in the Business and Regulatory Law Portfolio under s. 59(1)(h) of the *Act*. However, unlike in the companion decision in 2024 FPSLREB 93, the employer did not provide the Board with the job description for that excluded position. The employer says that this other position is "the same" as the MBM, but that is not sufficient in this case, unlike in 2024 FPSLREB 93 in which the employer said that the three excluded positions had substantially similar job duties. For example, it is possible that what makes these two positions "the same" is that the excluded position does for a group of unionized employees what the MBM does for ministerial staff — in which case, the excluded position could be confidential in relation to labour relations. I cannot conclude that the positions perform the same or substantially similar duties based solely on similarly worded job titles coupled with the employer's will-say saying they are "the same" without describing how they are "the same."

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

(The Order appears on the next page)

V. Order

[54] The application is dismissed.

July 17, 2024.

Christopher Rootham,
a panel of the Federal Public Sector
Labour Relations and Employment Board