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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

CANADIAN MILITARY COLLEGES FACULTY ASSOCIATION

Complainant and Bargaining Agent

and

TREASURY BOARD
(Department of National Defence)

Respondent and Employer

Indexed as
Canadian Military Colleges Faculty Association v. Treasury Board (Department of National Defence)

In the matter of a complaint made under section 190 of the *Federal Public Sector Labour Relations Act* and in the matter of a policy grievance referred to adjudication

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

For the Complainant and Bargaining Agent: Adam Gregory, counsel

For the Respondent and Employer: Peter Doherty, counsel

Decided on the basis of written submissions,
filed October 27 and December 1 and 22, 2025,
and March 10 and April 10, 2026.

I. Overview

[1] In 2024, the Royal Military College of Canada (RMC) reduced the number of courses that it offered to its students. It cut 135 elective courses, combined some classes that had previously been offered in 2 sections, and combined some courses taught in English and French into single, bilingual courses. The Canadian Military Colleges Faculty Association (CMCFA) represents the faculty at the RMC. It filed a policy grievance and a statutory freeze complaint against the consequences of those course cuts. In that grievance and complaint, the CMCFA raises 3 main issues.

[2] First, the CMCFA argues that the increase in the number of students in the combined courses violated the collective agreement by placing the teachers who taught those courses into what the parties call an "overload" situation. In response to an inquiry from the CMCFA, the RMC denied that an increase in class size increases workload and stated that it does not account for class size in workload distribution. That response was inconsistent with the collective agreement, which clearly states that the number of students enrolled on average per course taught by a teacher is a factor in assessing workload.

[3] However, the CMCFA goes further and argues that an increase in the average size of a course means an increase in workload that necessarily generates an "overload". I disagree. The collective agreement does not consider the average number of students in a course but instead the average number of students per course taught by a teacher. Therefore, the CMCFA is only partially successful in that policy grievance.

[4] Second, the CMCFA argues that the RMC breached the management rights and joint-consultation clauses of the collective agreement. I disagree. The alleged breach of the management rights clause just duplicates the CMCFA's arguments about the workload articles of the collective agreement, and joint consultation is required only over subjects that the parties have pre-agreed to consult about — and workload is not one of those topics.

[5] Third, the CMCFA argues that the RMC violated the statutory freeze. I have allowed that complaint in part. The RMC changed a condition of employment for how it treated teachers who teach bilingual courses. Otherwise, I have dismissed the remaining allegations of a breach of the statutory freeze.

[6] My detailed reasons follow.

II. Background to the grievance and complaint

[7] The CMCFA represents employees in the University Teaching Group bargaining unit. It represents professors who teach at the RMC, the Royal Military College Saint-Jean, and the Canadian Forces College. The collective agreement between the CMCFA and the Treasury Board expired on June 30, 2022 (“the collective agreement”). As of the date of this decision, the CMCFA and the Treasury Board had not negotiated a renewal of that collective agreement. The Royal Military College of Canada (RMC) operates under the authority of the Department of National Defence, represented by the Treasury Board (“the employer”).

[8] This case is about the workload of teachers at the RMC.

[9] In early 2024, the Chief of Defence Staff directed that the RMC implement budget cuts. As part of those budget cuts, the RMC reduced its salary wage envelope (SWE) budget for teachers by 7% in May 2024. The RMC made three changes to its course offerings to implement that budget reduction.

[10] First, the RMC removed 135 elective courses for the 2024-2025 academic year, meaning that it was down to 929 courses compared to 1064 the year before.

[11] Second, the RMC combined some first-year multi-section courses. The RMC advised that it was combining some sections in courses in first-year physics, chemistry, English, and history.

[12] The CMCFA provided enrolment data for every course taught at RMC from the 2020-2021 through 2024-2025 academic years. I did not go through them all to calculate the enrolment of every first-year multi-section course over five years. Each party cherry-picked some examples of first-year courses, to show that their class sizes increased materially (in the case of the CMCFA’s submissions) or did not increase (in the case of the RMC’s submissions).

[13] I will summarize the four courses that form the basis of the CMCFA’s grievance. While the CMCFA included two other courses (GEE293 and GEE167) in its submissions, it stated that two non-member instructors (i.e., employees outside the bargaining unit) were impacted, and so I have concluded they are not relevant to this case:

Course	**Average class size per section 2020-2021 to 2023-2024**	**Average class size per section 2024-2025**

MAE106 (Mathematics)	43.6 (2, 3, or 4 sections per year)	70 students (2 sections)
MAE113 (Mathematics)	30.5 students (2 or 3 sections per year)	59 students (2 sections)
ENE211 (English) (formerly E210F or “Fall”)	29 students (4 or 5 sections per year)	43 students (3 sections)
ENE212 (English) (formerly E210W or “Winter”)	27 students (4 or 5 sections per year)	41 students (3 sections)

[14] Third, the RMC combined some French and English course sections into single, bilingual sections taught in both official languages. It did this for seven upper-year courses. However, of those seven courses, two of them were taught by employees outside the bargaining unit. Of the five remaining courses, combining the English and French sections meant increasing the number of students in the combined sections by three, two, zero, one, and five students for those courses.

III. Issues

[15] This case raises these three issues:

1) whether the RMC’s increase in class size violates article 13 of the collective agreement;
2) whether the RMC violated the management rights or joint-consultation articles of the collective agreement; and
3) whether the RMC breached the statutory freeze by making the changes that I summarized earlier.

[16] I will address those three issues in that order.

IV. Issue 1: article 13 of the collective agreement

A. Summary of the dispute

[17] The dispute between the parties is put most starkly in an email exchange between the CMCFA’s President and the Vice-Principal Academic of the RMC. On September 23, 2024, the CMCFA’s President wrote to ask two questions: whether management agreed that an increase to class size resulting from the cancellation of sections in multi-section courses increases workload, and whether teaching a course in both official languages increases workload. The Vice-Principal Academic answered the first question in the negative (specifically, stating that “… management does not account for class size in the workload distribution of UTs …”) and the second question in the affirmative “… *as long as there are 3 or more students enrolled in the course*” or if three criteria are met.

[18] The CMCFA argues that the RMC is wrong to state that class size is not a factor in determining workload.

[19] I agree with the CMCFA, and I will issue a declaration accordingly.

[20] However, that is not the entire issue in this policy grievance. The issue is whether an increase in class size creates something that the parties call an “overload” in their collective agreement. An overload occurs when a teacher’s teaching duties are materially in excess of the “appropriate teaching workload”. Class size is a factor in determining whether a teacher is in an overload situation but it is not the only factor. An increase in class size may or may not result in an overload, depending on other circumstances. Similarly, the need to teach in both official languages is a factor, but not the only factor, in determining whether there has been an overload.

B. Meaning of article 13 of the collective agreement

[21] This issue is determined based on article 13 of the collective agreement. The relevant parts of that article read as follows (note that in this decision, a “UT” means an “employee”, as defined in the collective agreement; I also use the term “teacher” in this decision instead of UT):

Article 13: distribution of teaching workload	***Article 13 : répartition de la charge d’enseignement***
13.01 *The teaching workload of a UT shall be consistent with the* ***normal average teaching workload of UTs*** *in their academic department or equivalent unit. Teaching duties materially in excess of the* ***appropriate teaching workload*** *shall be considered overload.*	***13.01*** *La charge de travail de l’UT doit être compatible avec la* ***charge moyenne normale des tâches d’enseignement des UT*** *de son département ou de l’unité équivalente. Les tâches d’enseignement qui dépassent de façon importante* ***la moyenne normale*** *doivent être considérées comme étant une charge excessive.*
…	[…]
13.05 *Where in a given academic year a UT is assigned overload teaching duties, their teaching workload shall be reduced in one of the two (2) following years by an amount equivalent to that overload.*	***13.05*** *Lorsque, au cours d’une année universitaire donnée, un UT se voit attribuer des tâches d’enseignement excessives, sa charge de travail sera réduite, dans l’une des deux (2) années suivantes, d’une quantité de travail équivalente à la surcharge.*

13.06 *Teaching duties include, but are not limited to, conducting scheduled classes, seminars, tutorials and laboratories, and supervising theses and special projects.*	***13.06*** *Les tâches d'enseignement comprennent, sans s'y limiter, la conduite ou la supervision des activités suivantes : cours, séminaires, travaux dirigés et laboratoires ainsi que des projets spéciaux.*
13.07 *Factors to be used in determining appropriate teaching workload include, but are not limited to, the following:*	***13.07*** *Les facteurs influant sur la détermination de la charge d'enseignement comprennent, sans s'y limiter, ceux qui suivent :*
a. the number of courses taught by each UT;	*a. le nombre de cours dispensés par chaque UT;*
b. the number of scheduled contact periods per course;	*b. le nombre de périodes de classe prévues par cours;*
c. the number of hours of preparation, grading, and administration per course;	*c. le nombre d'heures de préparation, de correction et d'administration par cours;*
d. ***the number of students enrolled, on average, per course****;*	*d.* ***le nombre d'étudiants inscrits, en moyenne, par cours;***
e. the number of hours devoted to counselling students;	*e. le nombre d'heures consacrées au counselling des étudiants;*
f. the level (introductory, upper year, graduate, etc.) of each course;	*f. le niveau de chaque cours (introduction, dernière année, deuxième et troisième cycles, etc.);*
g. the type (lecture, seminar, etc.) of each course;	*g. le genre de chaque cours (cours magistral, séminaire, etc.);*
h. assistance of graduate students or colleagues in the teaching of the UT's courses;	*h. la possibilité pour l'UT d'être assisté d'étudiants de deuxième ou troisième cycle ou de collègues pour dispenser les cours;*
i. additional hours of preparation required for a new course or revision of an existing course;	*i. les heures additionnelles de préparation nécessaires pour un nouveau cours ou la révision d'un cours existant;*
and	*et*
j. the teaching of courses in both official languages.	*j. le fait de devoir dispenser des cours dans les deux langues officielles.*
…	[…]

[Emphasis added]

[22] The parties dispute the meaning of article 13 of the collective agreement. Specifically, they dispute how class size is dealt with under that article.

[23] Collective agreement interpretation is supposed to be a contextual exercise. To quote from *Ewaniuk v. Treasury Board (Department of Citizenship and Immigration)*, 2020 FPSLREB 96 at para. 45, the words in a collective agreement "… must be read in their entire context, in their grammatical and ordinary sense, and harmoniously with the scheme of the agreement, its object, and the parties' intention." As Arbitrator Burkett put it in *Air Canada v. Air Canada Pilots Association*, [2012] O.L.A.A. No. 164 (QL) at para. 39, an arbitrator or adjudicator is "more than a linguistic technician" and is "… required to bring to bear a specialized knowledge of labour relations generally and of collective agreement applications specifically in order to decipher the meaning of the contested language read in context."

[24] However, in this case, the parties provided no contextual clues to the meaning of clause 13.01: there was no evidence of past practice, no bargaining history, no other articles of the collective agreement that would shed light on this one, and no interpretative principles that the parties rely on. In this case, I must interpret the collective agreement as a purely textual exercise.

[25] My task is complicated by the fact that the English version of clause 13.01 is not as clear as it could be. It uses two different phrases ("normal average teaching workload" and "appropriate teaching workload"). It then uses the second phrase in clause 13.07. By contrast, the French version of clause 13.01 uses phrases that are more similar to each other ("… *la charge moyenne normale des tâches d'enseignement* …" and "*la moyenne normale*") but introduces a new phrase ("*la charge d'enseignement comprennent*") in clause 13.07.

[26] Based on its text, clause 13.01 has two requirements: one that is comparative, and one that is absolute. The comparative requirement is set out in the first sentence of that clause, as follows: "The teaching workload of a UT shall be consistent with the normal average teaching workload of UTs in their academic department or equivalent unit." If the CMCFA were alleging a breach of this comparative requirement, that would require the Federal Public Sector Labour Relations and Employment Board ("the Board") to determine the teaching workload of a teacher and compare that workload with the teaching workload of other teachers in their department. While the CMCFA refers to

the "normal average teaching workload" in its submissions (in particular at paragraphs 75 and 84 of its submissions), read in context it is not alleging that the workload of certain teachers is inconsistent with other teachers in that department. That context includes that the CMCFA did not provide a breakdown of workload by teacher in the departments it identified.

[27] The absolute requirement is set out in the second sentence of clauses 13.01, 13.05, and 13.07. The second sentence of clause 13.01 deems teaching duties materially in excess of the "appropriate teaching workload" to be overload. Clause 13.07 lists 10 non-exhaustive factors to assess the "appropriate teaching workload". Clause 13.05 then sets out what happens if a teacher is assigned overload teaching duties. This is not a comparative exercise because it does not depend on the teaching workload of other teachers; it is an absolute exercise because it depends on the teaching workload of that teacher.

[28] Both parties agree that teaching workload is assessed individually for each teacher. The RMC submitted that "[t]eaching workload is therefore an individual assessment, determined after considering many contributing factors affecting an individual UT **holistically**, not by focusing on one or two factors in isolation" [emphasis in the original]. In its reply submissions, the CMCFA agreed that article 13 of the collective agreement requires an individual assessment.

[29] I agree with the parties that this is an individual requirement. This is evident from the wording of clause 13.01, which talks about the teaching workload "of **a UT**"; clause 13.05, which states that when "**a UT**" is in overload, there are certain consequences for that teacher; and clause 13.07, which speaks to courses taught "**by each UT**" and the assistance of graduate students in teaching "**the UT's** courses" [emphasis added in each quotation in this paragraph].

[30] However, the CMCFA's argument does not apply this individual approach to article 13 of the collective agreement. The CMCFA submits instead that its "… theory is that where nothing else has changed in the teaching workload for the UT, then this material increase in class size would materially increase their teaching workload, resulting in an overload."

[31] I disagree that this occurs automatically in all cases.

[32] Clause 13.01 requires that the teaching workload be consistent with the "… normal average teaching workload of UTs in their academic department or equivalent unit." The CMCFA argues that the word "normal" has a temporal element, meaning that what constitutes a "normal average teaching workload" should be determined by looking at historical workloads. The CMCFA relies on *Simcoe (County) v. Ontario Public Service Employees Union, Local 303*, 2010 CanLII 29127 (ON LA) in support of that proposition.

[33] I said earlier that clause 13.01 has two requirements: a comparative and an absolute. In the English version of the collective agreement, the word "normal" is only in the comparative, not the absolute requirement. Despite that, the RMC does not dispute that workload should be assessed over time. I note that in the French version of the collective agreement, the word "normale" appears in both the comparative and absolute requirements. Therefore, I accept that both the comparative and absolute elements of clause 13.01 include an assessment of workload over time.

[34] The CMCFA also submits that clause 13.07(d) requires an assessment of the number of students enrolled **per course**, so that any increase in the number of students enrolled in a particular course would increase workload. I disagree. The collective agreement requires an assessment of the number of students enrolled, **on average**, per course.

[35] The CMCFA is treating this as if it requires an assessment of the average class size of a particular course. However, this is inconsistent with its acknowledgement that article 13 is about the workload of each particular teacher, not the workload of the university as a whole. The need to use an average class size for each teacher flows from the combined effect of clauses 13.01, 13.05, and 13.07. Those clauses are symbiotic: clause 13.01 contains the general requirement about a teaching workload **"of a UT"**, clause 13.05 spells out the relief granted to a teacher when there is an overload, and clause 13.07 lists the factors used to assess a teacher's workload. Those factors are relevant only as applied to each teacher because the consequences of fulfilling those factors apply to individual teachers.

[36] In conclusion, article 13 of the collective agreement requires an assessment of the workload of each individual teacher. If an individual teacher's workload increases materially, they are in overload and entitled to course release. Workload is determined using at least 10 factors listed in clause 13.07, including the average class size of that teacher in the courses that they are teaching.

C. Illustration of this approach in the English department

[37] The CMCFA provided submissions about the English department as illustrative of its theory of the case.

[38] The CMCFA states that teachers in that department teach six courses each year (three in each academic term) composed of three mandatory courses, two non-mandatory courses, and an additional course that can be either. Indeterminate teachers teach only five courses each year because they have additional administrative responsibilities.

[39] The RMC calls this a "nominal" courseload (which I found ironic, given that this example is about the English department and that is not what the word "nominal" means) and states that the nominal course load varies between departments, ranging between four and six courses.

[40] Mandatory courses are much larger than non-mandatory courses, as one would expect; according to the CMCFA's figures, mandatory courses average between 20 and 25 students each, and non-mandatory courses average between 5 and 15 students each.

[41] The English department's classes with reduced sections are ENE 211 and 212. They are mandatory courses. There are two teachers who taught those classes in 2024-2025 that the CMCFA provided as specific examples: Dr. Franz and Dr. Harras. Those two teachers teach one of those classes each semester, and they are term teachers. This means that two of their six classes have had an increase in class size.

[42] The CMCFA has not provided me with a breakdown of every single class size in the English department. Its supporting documents include enrolment data for the 2023-2024 and 2024-2025 academic years. Dr. Franz and Dr. Harras began working in the 2023-2024 academic year. Using that data, I pieced together the number of students whom those two teachers teach as follows:

Dr. Franz

Course	**Students 2023-2024**	**Students 2024-2025**
ENE121 (Fall)	19	26
ENE211 (Fall)	30	44 (reduced sections)
ENE361 (Fall)	n/a	5
ENE314 (Fall)	7	n/a
ENE112 (Winter)	n/a	31
ENE121 (Winter)	6	n/a

ENE122 (Winter)	20	n/a
ENE211 (Winter)	n/a	4
ENE212 (Winter)	28	n/a
ENE309 (Winter)	n/a	6
Average number of students	18.3	19.3

Dr. Harras

Course	**Students 2023-2024**	**Students 2024-2025**
ENE121 (Fall)	24	n/a
ENE150 (Fall)	14	n/a
ENE211 (Fall)	28	44 (reduced sections)
ENE331 (Fall)	n/a	8
ENE353 (Fall)	n/a	2
ENE122	16	31
ENE212	28	42
ENE331	3	n/a
ENE484	n/a	5
Average number of students	18.8	22

[43] The CMCFA gave me no more information about whether there were any more term teachers, what courses they taught, and how many students were in those courses. For example, the enrolment data lists a Dr. Martinovic as teaching two courses in the fall and one in the winter of 2025, and another document lists them as a part-time (and not a term) employee, but I do not know more than that.

[44] The CMCFA provided information about the courses taught by eight indeterminate teachers in the English department since 2020. By 2024-2025, three of them had retired, two taught only three courses because they were the associate dean and interim department head respectively, and one taught only two courses because she was the President of the CMCFA. Two of them taught a full load of five courses at the RMC. Just for some comparison, these are their courses taught and number of students:

Dr. Lavoie

Course	**Students 2023-2024**	**Students 2024-2025**
ENE395 (Fall)	n/a	2
ENE121 (Fall)	26	26
ENE111 (Fall)	23	29
ENE389 (Fall)	1	n/a
ENE426 (Fall and Winter)	1	n/a
ENE385 (Winter)	n/a	4
ENE122 (Winter)	n/a	28
ENE112 (Winter)	24	n/a
ENE390 (Winter)	9	n/a

Average number of students	16.8 (combiningENE389 and 426 and treating them as one class)	17.8

Dr. Lukits

Course	**Students 2023-2024**	**Students 2024-2025**
ENE451 (Fall)	n/a	6
ENE111 (Fall)	24	30
ENE121 (Fall)	24	n/a
ENE307 (Fall)	12	n/a
ENE449 (Winter)	Winter sabbatical	6
ENE122 (Winter)	Winter sabbatical	29
ENE112 (Winter)	Winter sabbatical	30
Average number of students	20	20.2

[45] I provided this data to the parties, along with data for the mathematics department that will be set out later. They corrected a typographical error that I made for one of the mathematics courses but otherwise agreed that my calculation was correct.

[46] Comparing term to indeterminate teachers is difficult because the two term teachers each have an extra course with a small number of students. However, the two term teachers have roughly the same average class size as the two indeterminate teachers who taught a full class load in 2024-2025. This satisfies the comparative element of clause 13.01.

[47] Again, the CMCFA's theory of the case is that a material increase in the size of one class means that a teacher is in overload. However, for the reasons that I have already explained, workload is assessed in part by considering a teacher's average class size.

[48] Additionally, workload is a function of at least the 10 variables listed in clause 13.07. I do not have enough information about the other factors to begin to judge the workload of each teacher.

[49] Considering the teachers in the English department, I do not know which of them have teaching assistants ("TAs"; clause 13.07(h)), whether any of them had to revise their course (clause 13.07(i)), whether any of the courses require hours devoted to counselling students (clause 13.07(e)), and whether the courses that they teach require more hours than others to grade papers and exams (clause 13.07(c)).

[50] I also do not know which courses are lecture courses and which are seminars — although I can guess that through class size, I have no evidence about it. Further, I do not know which type of class (lecture or seminar) is considered more work. It is listed as a factor in clause 13.07(g), but I do not know why one would be more work than the other, especially since the number of students in the course and the hours spent preparing and grading the courses are different. Speaking personally, before joining the Board, I was a part-time university instructor for over 15 years. I taught both lectures and seminars, and I did not find them different with respect to the work involved, although the grading (which is a separate factor in clause 13.07(c)) took longer for lecture courses because of the number of students enrolled in them. Without evidence from the parties, I do not know which is more work.

[51] My point is this: clause 13.07 requires the parties to consider at least 10 variables, not just the average class size of the teacher, and I have no evidence about those variables other than average class size.

[52] Finally, clause 13.01 does not state that any increase in workload triggers an "overload" situation; it says that a workload "… **materially** in excess of the appropriate teaching workload shall be considered overload" [emphasis added]. The CMCFA acknowledges in its written submissions that clause 13.01 "… protects only against teaching workloads which are materially or substantially in excess of the normal average teaching workload …". It also says that a "… dramatic increase in class size will result in an overload." However, the CMCFA does not go further and explain what constitutes a materially higher workload.

[53] The term "materially" is a malleable one. The plain and ordinary meaning of the term "material" in this context is "of such a nature that the knowledge of the item would affect a person's decision-making" (see *Black's Law Dictionary*, 12th ed.).

[54] In addition, I considered the decision in *York University Faculty Association v. York University*, 1998 CanLII 19080 (ON LA). That union and employer had a collective agreement that also addressed the workloads of faculty members. While it was worded differently from the agreement in this case, it had a reference to there being "… no increase to normal workload and teaching workload (including class size) …" unless certain procedural conditions were met. The arbitrator in that case concluded that "… the inclusion of 'class size' within the subject matters to be regulated must mean an actual increase in class size that has a **measurable impact** upon the amount of work performed by a faculty member" [emphasis added]. The arbitrator allowed the

grievance in that case in part because "[t]he increase in average class size that resulted increased the actual class sizes beyond the fluctuations to average class size that normally result from the exigencies of enrolment and course selection."

[55] While that agreement did not use the term "material", those are still excellent descriptions of what a material change to class sizes means. It must have a measurable impact and exceed the normal fluctuations from the exigencies of student enrolment and course selection.

[56] I am not prepared to accept that an increase of one student in a teacher's average class size is a material increase in their workload, as in the case of Dr. Franz.

[57] As for the increase in average class size of three students in the case of Dr. Harras, that may be material if there are other factors showing an increase in workload, but I am unable to judge the totality of Dr. Harras' workload without knowing more about the other factors in clause 13.07. Therefore, I am unable to conclude that there was a material increase in their workload.

[58] Finally, the CMCFA focussed on the situation of Dr. Osborne in the English department. Dr. Osborne's course load in 2023-2024 and 2024-2025 was as follows:

Dr. Osborne

Course	**Students 2023-2024**	**Students 2024-2025**
ENE211 (Fall)	29	42 (reduced sections)
ENE311 (Fall)	6	n/a
ENE150 (Fall)	n/a	17
ENE122 (Winter)	20	n/a
ENE212 (Winter)	29	43 (reduced sections)
ENE386 (Winter)	7	n/a
ENE392 (Winter)	n/a	15
Average number of students	18.2	29.25

[59] Dr. Osborne requested course relief as a result of the increase in his class sizes. The Vice-Principal Academic of the RMC originally said "No" and then changed his mind two weeks later after Dr. Osborne threatened to file a grievance.

[60] The Vice-Principal Academic's initial response was this:

…

> *This year, Huw is teaching ENE211 with 44 students, ENE212 with 44 students and ENE392 with 10 students. Huw could have asked*

> *for one TA in ENE211 and one TA ENE212, but he did not request any (it is still not too late).*
>
> *As for his request below, my answer is unfortunately, no. I won't grant future course relief based on the number of students in a course. It has been regular occurence [sic] to have large class sizes in first year Science for as long as I remember. UTs or military faculty members teaching those courses never received course relief in the past.*
>
> *Also, there is no explicit mention in Article 13 of the UT CA of the number of students in the course and how it relates to workload. When a UT is teaching a course with one student, it counts as one teaching credit. If I accept that 44 students in a course is considered overload (i.e. more than one teaching credit), then I will need to invoke that low enrolment courses should be considered an under load. I am not willing to do either at the present time, but I confirm that once the teaching plans are incorporated in Services later this year, we will have the option to fairly and equitably take into account the number of students taught in a course as part of the workload.*
>
> …

[61] The comment that "… there is no explicit mention in Article 13 of the UT CA of the number of students in the course and how it relates to workload" is clearly wrong, and I will issue a declaration to that effect.

[62] However, the RMC changed its mind 2 weeks later and granted Dr. Osborne course relief. The reason is fairly obvious when considering the increase in his average number of students. Unlike Dr. Franz and Dr. Harras, he taught 2 classes whose sections were combined, so his average number of students jumped by 11. Even without course relief (and assuming that he had been asked to teach ENE122 again with 20 students), his average class size would have still increased to 27.4 — an increase of 9 students on average. Without knowing more, that seems like a material increase. In light of the RMC's decision to grant him course relief, I do not need to examine his situation further.

D. The Mathematics department

[63] The other two courses with reduced numbers of sections involving bargaining unit members are MAE106 and MAE113 in the Mathematics department. Those courses have many instructors, but the CMCFA identified only two who were members of the bargaining unit: Dr. Tardif for MAE106, and Dr. Sanjari for MAE113.

[64] Dr. Tardif's class sizes in 2023-2024 and 2024-2025 are as follows:

Course	Students 2023-2024	Students 2024-2025
MAE106 (Fall)	30	69 (reduced sections)
MAE440 (Fall)	1	n/a
MAF234 (Fall)	6	5
MAE334 (Winter)	4	n/a
MAF113 (Winter)	7	13
MAE236 (Winter)	n/a	10
Average number of students	9.6 (if MAE440 is ignored, then 11.75)	24.25

[65] Dr. Tardif's extra class (MAE440) in 2023-2024 was an upper-year directed-reading class designed for a single student. That class skews the average number of students that he taught in each class in 2023-2024, so I removed it from his average. After I removed that class, his average class size increased from 11.75 to 24.25 students, largely but not entirely because of the reduction of the number of sections of MAE106.

[66] On its face, an increase in average class size from 11.75 to 24.25 students seems material.

[67] The RMC made a number of arguments about why Dr. Tardif was not in overload. It argued that he was not in an overload because he had a TA for that course; however, the CMCFA states that he had a TA for the course in 2023 as well, so that cannot be a reason to conclude that his workload did not change. The RMC argued that this was an introductory course that he had taught before; however, that just means that he did not need to do extra work preparing for the class (i.e., the factors in 13.07(c)), not that he had less preparation to do than the previous year. The RMC argued that the class sizes for 2 sections of MAE106 were 53 and 60 students in fall 2020; however, Dr. Tardif did not teach the course that year, and the class sizes went down in the following 3 years to between 30 and 45 students per class, in any event.

[68] I have no information about the other factors in clause 13.07, but in the absence of other factors clearly reducing his workload, this appears to be a material increase.

[69] As for Dr. Sanjari, he had course relief in 2023-2024 (which the CMCFA says is because he was a new teacher, and a reduced courseload was a condition of his hire). He taught 2 courses in the winter of 2024 with 27 (MAE103) and 24 (MAE209) students respectively, and he taught two courses in the winter of 2025 with 29 (MAE209) and 59 (MAE113) students, respectively. His average class size increased from 25.5 students to 44 students between 2023-2024 and 2024-2025. However, I do not have enough

information about Dr. Sanjari's workload, such as whether it is usual for a second-year teacher's class size to increase like this or whether his lower number of classes reflects some overload benefit.

[70] I want to be clear that I am not ruling on whether Dr. Tardif is in an "overload" situation. This is a policy grievance, not an individual grievance. I am using these as examples to show the consequences of the RMC's incorrect belief that "… there is no explicit mention in article 13 of the UT CA of the number of students in the course and how it relates to workload" (to quote from its email that I provided in its entirety earlier in this decision). A teacher's average class size is impacted by the number of students in each course, and that impact can be material, depending on other factors. Dr. Tardif's situation illustrates the possible consequences of the RMC's misreading of the collective agreement.

E. Bilingual instruction

[71] The CMCFA also argues that the RMC did not properly take into account classes that became combined English and French language courses. In brief, the RMC's practice is to give two teaching credits when a teacher is teaching a course in both official languages with three or more students in the course or in some other circumstances with fewer than three students.

[72] This practice is not set out in the collective agreement. It is also inconsistent with the approach to article 13 that the parties have adopted — namely, that workload is an individualized and multi-factor assessment taking account of all the factors in clause 13.07. If workload is an individualized assessment, there should be no automatic treatment of a class based solely on the language of instruction. However, the CMCFA does not disagree with this practice and seems to acknowledge that the practice would be consistent with article 13.

[73] I have concluded that this issue is better dealt with under the statutory freeze complaint. This practice is not expressly set out in the collective agreement. On the other hand, if it is a practice outside the collective agreement, it can still violate the statutory freeze, as I will explain later. I have also concluded that there is no practical benefit in this case of deciding whether or how the failure to follow this practice would violate article 13 of the collective agreement. I leave for another time whether the bilingual instruction practice is part of article 13.

V. Issue 2: other provisions in the collective agreement

[74] The CMCFA argues that the reduction of the number of sections of these classes violates the collective agreement in two other ways.

A. Alleged breach of the management rights clause is duplicative of the article 13 argument

[75] First, the CMCFA argues that the RMC breached the management rights clause of the collective agreement. However, it says that this breach occurred because of the impact on the teachers' workload. It says that the RMC "… implemented these changes arbitrarily and without any consideration to the impact on UTs' workload", that it "fettered its discretion under Article 13.07", and that it "… undermined the workload provisions under the Collective Agreement [and] significantly impacted the workload of UTs."

[76] Respectfully, these are all just different ways to express the same arguments that the CMCFA made about article 13. In essence, the CMCFA argues that the RMC breached the management rights clause of the collective agreement by breaching article 13. Therefore, I do not find it necessary or helpful to consider these arguments further.

[77] The CMCFA also argues that the "spike" in class size in five classes was inconsistent with past practice, and therefore an unreasonable exercise of management rights. I will address the past practice issues later when discussing the statutory freeze. In short, I concluded that the CMCFA has not proven a past practice of no spikes in class size and that, in fact, there have been the occasional spikes in class size.

B. Joint-consultation clause

[78] Second, the CMCFA argues that the RMC breached clause 26.03 of the collective agreement. Article 26, as a whole, is the joint-consultation article. It reads, in its entirety, as follows:

Article 26: joint consultation	***Article 26 : consultation mixte***
26.01 *The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of mutual interest.*	***26.01*** *Les parties reconnaissent les avantages réciproques qui découlent de la consultation mixte et s'engagent à se consulter sur des questions d'intérêt commun.*

> ***26.02*** *The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties. Consultation will be at the college or national level as determined by the parties.*
>
> ***26.03*** *Wherever possible, the Employer shall consult with representatives of the Association at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.*
>
> ***26.04*** *Joint consultation committees shall be composed of mutually agreed numbers of UTs and Employer representatives who shall meet at mutually satisfactory times.*
>
> ***26.05*** *Joint consultation committee meetings shall ordinarily be held on the Employer's premises during working hours. Normally the meetings will be held at the request of either party. Representatives of the parties will normally exchange a written agenda for the meeting not less than five (5) calendar days before each meeting.*
>
> ***26.06*** *Joint consultation committees are prohibited from agreeing to items which would alter any provision of this agreement.*

> ***26.02*** *Le choix des sujets considérés comme sujets appropriés de consultation mixte se fera par accord mutuel des parties. La consultation se tiendra à l'échelle collégiale ou nationale, au gré des parties.*
>
> ***26.03*** *Lorsque c'est possible, l'employeur consulte les représentants de l'Association au niveau approprié au sujet des modifications envisagées dans les conditions d'emploi ou de travail qui ne relèvent pas de la présente convention*
>
> ***26.04*** *Les comités consultatifs mixtes sont composés d'un nombre d'UT et de représentants de l'employeur mutuellement acceptable qui se rencontrent à un moment qui convient aux parties.*
>
> ***26.05*** *Les réunions du Comité consultatif mixte ont habituellement lieu dans les locaux de l'employeur durant les heures de travail. Normalement, les réunions sont convoquées à la demande de l'une ou de l'autre partie. Les représentants des parties s'échangeront habituellement un ordre du jour écrit au moins cinq (5) jours civils avant la tenue de la réunion.*
>
> ***26.06*** *Les comités consultatifs mixtes ne doivent pas s'entendre sur des éléments qui modifieraient les dispositions de la présente convention.*

[79] The CMCFA says that it was not consulted about the decision to reduce the number of sections for certain courses.

[80] The RMC does not deny that it failed to consult. Instead, it says that it did not have to and makes three arguments as to why.

[81] Before addressing the RMC's arguments, I will set out more specifically what the CMCFA says it should have been consulted about. The CMCFA refers to these

conditions as changes implemented as a result of budget cuts. However, its specific submissions about the changes to the conditions of employment read as follows:

> …
>
> *First, they resulted in **significant increases to UTs' workloads**, understood both within the parameters of the requirements under Article 13.07 and their workloads generally. Indeed, Article 13.07, which concerns the Employer's obligation to maintain consistent teaching workloads within a department, recognizes the obvious and self-evident principle that class sizes have an impact on a UTs'* [*sic*] *workload. While the Collective Agreement is silent with respect to setting class-size thresholds apart from the process under Article 13.07 with respect to maintaining consistent workloads within departments, **a UTs'*** [*sic*] ***workload remains a term and condition of employment that is influenced by student enrolment**. Clearly, when the Employer contemplates **drastic changes to the class sizes of numerous courses resulting in an overall increase to the average class size per course**, Article 26.03 applies, requiring it to consult with the Association.*
>
> *Similarly, where the Employer contemplates **drastic changes to UTs' job security in the form of higher than average vacancy rates and cuts to the number of term positions**, there must be some consultation with the Association. While there are no explicit limitations on reducing term contracts or leaving indeterminate positions vacant found in the Collective Agreement, as a change to the conditions of employment, Article 26.03 nonetheless still applies.*
>
> …
>
> [Emphasis added]

[82] There are three things that the CMCFA says that it should have been consulted about: 1) increases in workload, 2) changes to class sizes, and 3) changes to vacancy rates, together with a reduction in the number of term employees.

[83] The CMCFA peppers its submissions with superlatives such as "significant increases" to workload and "drastic" changes to class sizes and job security. The RMC disputes those superlatives. I do not intend to be drawn into a dispute over whether the decision to combine some sections of courses taught by bargaining unit members was "significant" or "drastic".

1. Whether the subject matter of consultation needs to be mutually agreed to

[84] The parties fundamentally disagree about the meaning of clauses 26.01 through 26.03 and whether the subject matter of consultation needs to be mutually agreed upon.

[85] The CMCFA states that there are two separate obligations to consult: an obligation to consult under clause 26.01 about topics of mutual interest, and a separate obligation to consult under clause 26.03 about contemplated changes to terms and conditions of employment not governed by the collective agreement. The CMCFA further states that the condition in clause 26.02 that the subject matter of consultation be set by mutual agreement applies only to consultations under clause 26.01 and not clause 26.03. The CMCFA cites no authorities in support of this argument.

[86] The RMC argues that article 26 must be read as a whole such that there is only a single obligation to consult. This means that the requirement in clause 26.02 that the subjects of consultation be mutually agreed to applies in this case. Since there was no mutual agreement to consult about the three subjects that the CMCFA wanted to be consulted about, the obligation in article 26 was not triggered.

[87] The RMC relies on *Professional Institute of the Public Service of Canada v. Canada (Treasury Board)*, [1973] C.P.S.S.R.B. No. 9 (QL), in support of its argument. That case was about whether the employer had to consult the bargaining agent about the design of office buildings being built at Tunney's Pasture in Ottawa, Ontario. However, the joint-consultation clause in that collective agreement only had articles identical to clauses 26.01 and 26.02 in the collective agreement in this case; there was no equivalent to clause 26.03 in the agreement interpreted in that case. The Board in that case concluded as follows about what are clauses 26.01 and 26.02 in this agreement:

> *…*
>
> *… The two clauses of the article must be read together; otherwise clause 36.02* [the equivalent of 26.02] *has no meaning. When the two clauses are read together it is evident that, in so far as the legal obligation under the article to engage in consultation is concerned, that obligation becomes firm only when there has been mutual agreement of the parties as to the subjects that are appropriate for joint consultation. The extent of the legal obligation rests on the language of the agreements themselves. The language of article 36 is clear and unambiguous; it does not become ambiguous simply because its literal construction does not give to one of the parties the benefit or advantage that party believes it is entitled to.…*
>
> *…*

[88] That reasoning cannot apply in the same way in this case because the CMCFA's interpretation still gives meaning to clause 26.02 — it applies to consultation under clause 26.01 but not clause 26.03.

[89] With that said, nevertheless, I agree with the RMC. Article 26 of the collective agreement must be read as a whole. If the CMCFA is right that article 26 has two separate consultation obligations, it has not explained whether the provisions of clauses 26.04 through 26.06 (i.e., the composition, timing, and mandate of joint-consultation committees) apply to either or both of those types of consultation.

[90] Linguistically, I agree with the CMCFA that article 26 deals with two types of consultation: regularly scheduled consultation on matters of mutual interest (clause 26.01), and *ad hoc* consultation about contemplated changes in conditions of employment (clause 26.03). This does not mean that clause 26.02 cannot apply to both types of consultation.

[91] This is evident from the parties' language in all three clauses. Clause 26.01 refers to consultation "on matters of mutual interest." Clause 26.03 refers to consultation about "… contemplated changes in conditions of employment or working conditions not governed by this agreement." Finally, clause 26.02 refers to "[t]he **subjects**" [emphasis added] of consultation. Clause 26.02 does not repeat the language in clause 26.01 about "matters of mutual interest." The **subjects** of consultation are predetermined by the parties. When the employer contemplates a change to a term or condition of employment that touches on one of those **subjects**, clause 26.03 triggers an obligation to consult.

[92] The CMCFA does not argue or suggest that any of the subjects that it wanted to have been consulted about (namely, workload, class size, and vacancies) are subjects that the parties had already agreed require consultation.

[93] I want to emphasize that nothing in the collective agreement prevents the employer from consulting the bargaining agent about other subjects. There are real benefits to joint consultation. Nothing in my decision should be read as condoning the RMC's decision to proceed with its decisions without consultation. However, the only issue before me is whether it was required to consult under the collective agreement. It was not, and so I cannot allow the grievance on that basis.

2. Conditions of employment

[94] My conclusion about the scope of clause 26.02 means that I do not need to address the RMC's other arguments. However, I have decided that it would be appropriate to address one of its arguments, that the CMCFA's proposed subjects of consultation are conditions of employment incapable of being consulted about under clause 26.03.

[95] The parties do not define what they mean by "conditions of employment or working conditions" in clause 26.03 of the collective agreement. However, the Supreme Court of Canada has explained that a condition of employment is something with a "… real connection with the contract of employment …" (see *Isidore Garon ltée v. Tremblay*, 2006 SCC 2 at para. 26). The Supreme Court of Canada has also described terms and conditions of employment for federal public servants very broadly, as follows (see *Vaughan v. Canada*, 2005 SCC 11 at para. 1):

> *… The terms and conditions of employment of the federal government's quarter of a million current workers are set out in statutes, collective agreements, Treasury Board directives, regulations, ministerial orders, and other documents that consume bookshelves of loose-leaf binders. Human resources personnel are recruited into the system, spend a career attempting to understand it and die out of it.…*

[96] The RMC takes the position that a variation in teacher workload is not, on its own, a condition of employment.

[97] Workload, or the amount of work that an employee must do, has a real connection with their contract of employment. This is fairly self-evident. It is also demonstrated by article 13 of the collective agreement, which is entirely about workload.

[98] Later in this decision, I point out that simply saying "workload" is not a condition of employment — the condition of employment is the particular amount of work done by an employee. However, I say that in the context of the statutory freeze, which requires some level of precision about the condition of employment that is preserved or "frozen" during bargaining. I do not believe that the parties require the same level of precision for the purposes of deciding what they can consult each other about. Workload (without details) may not be a condition of employment for the purposes of the statutory freeze, but it is a condition of employment for the purposes of the ability to consult about it.

[99] The RMC takes the position that class size is not a condition of employment.

[100] The class size of a university teacher also has a real connection with their employment. I agree with *British Columbia Teachers' Federation (Chudnosky) v. British Columbia*, 2011 BCSC 469 at paras. 283 and 290, where the Court stated, "There can be little doubt that issues of class size and composition, non-enrolling ratios, work load, and hours and days of work, are important issues to teachers" and "directly affect teachers' hours of work." More importantly, the dissenting judge in *British Columbia Teachers' Federation v. British Columbia*, 2015 BCCA 184, adopted that passage (at paragraph 306), and that dissenting judgment was in turn adopted by the majority of the Supreme Court of Canada when it allowed an appeal in *British Columbia Teachers' Federation v. British Columbia*, 2016 SCC 49.

[101] Provisions about class sizes are also frequently found in agreements governing postsecondary educational institutions; see *York University Faculty Association*, as an example of one in a collective agreement, and *Laurentian University v. Laurentian University Faculty Association*, 2006 CanLII 26158 (ON LA), as an example of an agreement reached outside the collective agreement that only "reasonable" changes to class sizes would be made.

[102] Finally, the RMC argues that staffing levels are not a condition of employment for the purposes of clause 26.03 because "[t]he Employer's power to appoint a person to a position is governed under the *Public Service Employment Act* and is not subject to bargaining." Respectfully, the RMC misses the point.

[103] I agree that the power to appoint a person is set out in the *Public Service Employment Act* (S.C. 2003, c. 22, ss. 12, 13). This means that a collective agreement may not, directly or indirectly, alter or eliminate any condition of employment about the appointment of a person because of s. 113 of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; *FPSLRA*). In essence, this takes *Public Service Employment Act* issues outside the scope of the joint-consultation clause in the collective agreement.

[104] However, the CMCFA is not asking to be consulted about the appointments of teachers; it is asking to be consulted about vacancy levels. The *Public Service Employment Act* addresses **whom** to appoint. The decision to staff a vacancy is not a decision made under the *Public Service Employment Act* — it is a decision made under the *Financial Administration Act* (R.S.C., 1985, c. F-11). The Supreme Court of Canada

set this out in *Canada (Attorney General) v. Brault*, [1987] 2 SCR 489, in which it distinguished between the powers flowing from those two Acts as follows, at pages 500 and 501:

> *… 1. The Minister or deputy head of a Department, in the exercise of his management authority, determines what positions are required in the Department and determines the qualifications for appointment to them;*
>
> *2. Financial approval for a position must be obtained from the Treasury Board, which has authority under s. 7 of the* Financial Administration Act *… to classify positions in the Public Service for renumeration [sic] and other purposes;*
>
> *3. The deputy head makes a request to the Public Service Commission to make the necessary appointment or makes the appointment himself under a delegation of authority; and*
>
> *4. The appointment is made pursuant to the particular selection process required by the* Public Service Employment Act *and* Regulations.

[105] That decision was made before the overhaul of the *Public Service Employment Act* in 2005, so some of it is outdated (for example, the deputy head may sub-delegate the appointment power described in step 3). However, the Board recently affirmed that it still accurately describes the dividing line between the *Financial Administration Act* and the *Public Service Employment Act* in the appointment process; see *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, 2020 FPSLREB 102 at paras. 102 to 108.

[106] The CMCFA is asking to be consulted about the decision not to fill vacancies, which is something in steps one and two in the *Brault* list. This is a matter that falls under the Treasury Board's power in s. 11.1(1) of the *Financial Administration Act* to determine the "… allocation and effective utilization of human resources in the public service …". This in turn means that it is a condition of employment that may be included in a collective agreement.

[107] In conclusion, the three subjects about which the CMCFA says that it should have been consulted are capable of falling in the scope of article 26 of the collective agreement.

VI. Issue 3: the statutory freeze

[108] Section 107 of the *FPSLRA* requires an employer to continue in force each term and condition of employment applicable to employees in a bargaining unit that is

capable of being included in a collective agreement from the date that notice to bargain is given until (for this bargaining unit) an arbitral award is rendered. This provision is commonly known as the statutory freeze.

A. The Board has decided not to consider some of the CMCFA's allegations

[109] The CMCFA says that the RMC violated the statutory freeze in these three ways:

> …
>
> *… (1) by unilaterally cutting courses and thereby increasing numerous UTs' baseline workloads, (2) by failing to renew numerous term contracts and fill vacant positions which otherwise would have been filled, and (3) by undertaking these actions without any consultation with the Association whatsoever, contrary to its obligation to do so under Article 26.03.*
>
> …

[110] I have already concluded that the RMC did not violate clause 26.03 of the collective agreement. That aspect of the statutory freeze complaint duplicates what the CMCFA already argued about clause 26.03.

[111] Subsection 191(2) of the *FPSLRA* gives the Board the power to refuse to determine a complaint (including a statutory freeze complaint) that could be referred to adjudication instead. While the RMC did not argue that s. 191(2) applies in this case, nevertheless, I drew this to the attention of the CMCFA and solicited additional submissions about it.

[112] As the CMCFA pointed out, this provision is permissive, not mandatory. The Board has decided not to apply s. 191(2) of the *FPSLRA* in other cases because the harm to be remedied in a statutory freeze complaint is different from in a grievance: the damage in a statutory freeze complaint "… is the damage to the collective bargaining process and to the complainant's ability to represent its membership in collective bargaining with the respondent" (from *Public Service Alliance of Canada v. Canada Revenue Agency*, 2017 FPSLREB 16 ("*Atlantic Region Tax Centre*") at para. 13).

[113] However, in that case, the employer argued that certain issues **could** have been grieved. In this case, certain issues **were** grieved, referred to adjudication, and heard alongside the statutory freeze complaint. In *Gignac v. Fradette*, 2009 PSLRB 18, which was also relied on by the CMCFA, some of the events were grieved, but they were not referred to adjudication.

[114] In this case, I have decided to exercise my discretion under s. 191(2) of the *FPSLRA*, to avoid duplication. To the extent that the CMCFA alleges that the condition being altered contrary to the statutory freeze is an express term of the collective agreement, and given that I have concluded that there was no breach of that express term, I decline to consider whether the non-breach of that term was a violation of the statutory freeze.

[115] Specifically, since the alleged breach of clause 26.03 (joint consultation) was referred to adjudication (and I just dismissed it), I exercise that power and will not consider the third alleged breach of the statutory freeze any further.

[116] I have a similar concern about the CMCFA's first argument as well, but I will address that later because the issue is more nuanced.

B. Framework of the statutory freeze

[117] The parties do not dispute the framework that the Board follows in a statutory freeze complaint. This framework has been set out in *Canada (Attorney General) v. National Police Federation*, 2022 FCA 80 at para. 37, *Canada (Attorney General) v. National Police Federation*, 2023 FCA 75 at paras. 12 and 13, and *Public Service Alliance of Canada v. Canada Revenue Agency*, 2019 FPSLREB 110 ("*Sudbury Tax Centre*") at para. 137, among others.

[118] There are two statutory freezes in the *FPSLRA*: one that takes place after an employee organization applies to be certified as a bargaining agent, and one that takes place after a certified bargaining agent serves notice to bargain. This case is about the second freeze period. Since the CMCFA has elected arbitration instead of conciliation and strike as its method of resolving bargaining disputes, the freeze comes to an end when an arbitral award is rendered. While there can be some differences between the two statutory freezes, the broad approach is the same in both, and those differences are not relevant in this case (see *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, 2023 FPSLREB 115 at para. 81).

[119] There are two stages of a statutory freeze complaint. In the first stage, the complainant must show these four things:

1) that a condition of employment existed on the day that the freeze period started; i.e., after notice to bargain was served;
2) that the employer changed the condition of employment without the consent of the bargaining agent;

3) that the change was made during the freeze period; and
4) that the condition of employment is capable of being included in a collective agreement.

[120] If the complainant shows those four things, the Board will then consider whether the employer has justified the change. This is frequently referred to as the "business as before" test.

[121] There is no dispute in this case that the parties were in the freeze period when the events complained of occurred. There is also no dispute that the CMCFA never consented to whatever change occurred. Therefore, in the first stage of this complaint, I focus on the first and fourth elements of the test that the complainant must meet.

C. First element of the freeze test: whether the CMCFA has discharged its burden to prove that the RMC changed an existing condition of employment

1. What is the condition of employment that the CMCFA says was changed?

[122] In most statutory freeze cases, this is not a difficult question, and the bargaining agent is able to clearly and concisely articulate the condition of employment that it alleges was changed. To give some examples:

- *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, 2021 FPSLREB 77 at paras. 76 and 166, upheld in 2023 FCA 75: the condition of employment that existed at the time of certification was that all APS (Applied Police Science) instruction of cadets at the RCMP Depot Division was performed by regular members (i.e., the assignment of facilitator duties).
- *Sudbury Tax Centre*, at para. 146: the condition of employment was the granting of a compressed work schedule, which the employer changed by introducing a new policy that restricted the ability of employees to work compressed hours.
- *Atlantic Region Tax Centre*: the condition of employment was granting flexible work schedules, which the employer changed by implementing a policy that all employes in its Atlantic Region had to start work at 8:00 (or 8:30 in Newfoundland).
- *Public Service Alliance of Canada v. Treasury Board (Correctional Service of Canada)*, 2017 FPSLREB 11, upheld in 2019 FCA 41: the condition of employment of working 5 days per week (37.5 or 40 hours), which the employer reduced to 4 days per week (30 or 32 hours).
- *Public Service Alliance of Canada v. Treasury Board (Canada Border Services Agency)*, 2013 PSLRB 46 ("*CBSA Union Leave*") at paras. 150 to 154 and 188: the condition of employment was the employer granting leave with pay for certain union officials (the presidents of four locals and four national vice-presidents) to serve full-time in their union roles.
- *Public Service Alliance of Canada v. Canada Revenue Agency*, 2023 FPSLREB 38: the condition of employment was the hours of work of employees in the CRA's call centres, which were extended from 6 p.m. to 8 p.m. on weekdays and added hours of work on Saturdays.

- *Canadian Association of Professional Employees v. Treasury Board (Department of Public Works and Government Services)*, 2016 PSLREB 68: the condition of employment was that translators had the option to work during the day or evening while Parliament was not sitting and keep a pay supplement.

[123] Of course, this is not a complete list of every statutory freeze case that the Board has ever decided. The point that I am making is that, in each of those cases, the complainant was able to identify and articulate a condition of employment that the employer changed.

[124] That condition of employment does not need to be already set out in the collective agreement. Nor does it even need to be written down in a policy document. As the Board said in *CBSA Union Leave*, at para. 186, "The jurisprudence establishes that a term or condition of employment referred to in section 107 can take the form of an agreement or unilateral exercise of management authority." In that case, there was no policy granting paid leave to certain union officials, but there was a consistent practice of doing so over a number of years (see paragraph 188). Similarly, in the *Atlantic Region Tax Centre* case, there was no formal policy permitting employees to start their workdays at 7:30, but there was a consistent practice permitting some employees to.

[125] I quoted earlier from the CMCFA's submissions in which it stated that the RMC violated the statutory freeze in three ways. The third way was by violating the consultation clause in the collective agreement, and I have already explained that I will not address that as part of this complaint because I have already addressed it in the policy grievance. The other two ways are, put broadly, (1) workload, and (2) failing to renew term contracts and fill vacant positions. I will address them in that order.

2. Section reductions and increased workload

[126] I had a hard time identifying the condition of employment relating to workload that the CMCFA says was changed.

[127] The CMCFA has articulated the condition of employment in several ways in its submissions, as follows:

> *…*
>
> *… The Employer categorically violated this provision … (1) by unilaterally cutting courses and thereby increasing numerous UTs' baseline workloads ….*
>
> *…*

> *There can be no dispute that the Association has met its burden in establishing the first and third elements of the test. Notice to bargain was served on the Employer on July 11, 2022, and there is no evidence before the Board that the Association consented to* ***the cuts to courses*** *and positions,* ***or their associated increases to UTs' workload****….*
>
> *…*
>
> *… the Employer has also* ***changed its existing practices around course enrolments and, by extension, UT workloads****….*
>
> *In the present case, there was a clear and immediate change to employees' workload. the* [*sic*] *Employer candidly acknowledged that the cuts would result in* ***an increase to the number of students per course*** *… As the Employer's data confirms, with respect to several core courses with combined sections, the number of students has drastically increased, by as much as 93%.*
>
> *…*
>
> *… The evidence instead demonstrates that the* ***increases to workload*** *were a radical departure from the status quo ….*
>
> *…*
>
> [Emphasis added]

[128] Then in its reply submissions, it said this:

> *…*
>
> *… the Employer relies solely on its enrolment analysis in respect of the grievance, which as above, focuses largely on courses that were not combined as a result of the cuts and, in addition to containing numerous errors, does not in any way undermine the notion that* ***class sizes increased****….*
>
> *…*
>
> *However, the evidence clearly shows, even outside the scope of Article 13, UTs'* ***workload increased as a result of the cuts to courses and positions****….*
>
> *…*
>
> *…* [T]*he Association's argument does not rest on the cancellation of term and administrative contracts alone, but rather the reduction in their aggregate number and the consequence this had on UT workload. As the Contingency Planning documents outline, where the number of term and administrative positions are reduced, the* ***"extra workload falls on the smaller number of UTs." This is plainly a change to UTs' terms and conditions of employment****.*
>
> *…*
>
> [Emphasis added]

[129] In addition, at one point in its submissions about the statutory freeze, the CMCFA it states that "… the Employer violated Articles 13.01, 13.05, 13.07, 6.01, and 8.01 in respect of its unilateral cuts to courses and policy surrounding UT overloads." It also states that "Where a collective agreement has been violated, it simply cannot be said that the Employer has not changed the terms and conditions of employment or is operating as normal."

[130] However, the CMCFA goes further than arguing breaches of the collective agreement. It also argues that "… in addition to these violations and to the extent that the Board finds that there were no collective agreement violations, the Employer has also changed its existing practices around course enrolments and, by extension, UT workloads." It expands on that in its reply submissions, arguing that an increase in workload not prohibited under article 13 of the collective agreement is still a breach of the statutory freeze and that there was such an increase in workload in this case. Its submissions on this point are most clear in its reply, which reads:

> *…*
>
> *Clearly, workload is such a term* [capable of being contained in a collective agreement]*, having been negotiated already in respect of Article 13. However, as the Association outlined in its submissions, a UT's workload is not limited to an assessment under Article 13.01, which only concerns the Employer's obligation to maintain consistent teaching workload within a department. While there is no class-size threshold under the Agreement, it is self-evident and even recognized by the parties under Article 13.07 that course enrolment has an impact on a UT's workload. Notably, the Employer totally ignores this argument and instead focuses its response entirely on Article 13, which again concerns only UTs' workloads vis-à-vis their departments.*
>
> *However, the evidence clearly shows, even outside the scope of Article 13, UTs' workload increased as a result of the cuts to courses and positions.…*
>
> *…*

[131] I remained concerned about whether this was a condition of employment and, if so, how best to characterize it. I asked the CMCFA to more clearly identify the condition of employment that it alleges has been changed and invited supplemental submissions from it. I will now set out my directions on this point because they help explain my concerns:

…

> *"Workload" is not a condition of employment, but working 30, 35, 40, or some other number of hours a week is a condition of employment. "Class size" is not a condition of employment, but having an average class size of 30 students or a maximum class size of 60 students is a condition of employment.*
>
> …

[132] I also acknowledged in my directions (and acknowledge again now) that this can be a difficult question to answer given the nature of the work of this bargaining unit. Teachers in this bargaining unit are unlike most employees in that they do not have fixed hours of work, as reflected in clause 12.01 of the collective agreement, which states that "… the nature of the work and exigencies of the service require flexibility in arrival and departure times and hours of work" and that teachers are not paid overtime or for other conditions relating to hours of work. Therefore, there is no condition of employment that a teacher work exactly 37.5 hours in a week or 7.5 hours per day.

[133] In those supplemental submissions, the CMCFA identified three conditions of employment, as they pertain to workload:

1) "… in addition to the guarantee outlined explicitly under Article 13.01 … a teaching workload with *class sizes* that are consistent with the normal average class sizes of UT's in their academic department in past academic years";
2) "… the mandatory recognition of teaching duties materially in excess of the appropriate teaching workload as overload"; and
3) the bilingual instruction practice that I summarized earlier.

a. The CMCFA has not demonstrated the existence of its proposed condition of employment about changes in class sizes

[134] The first condition of employment does not duplicate the policy grievance, so I decline to dismiss it under s. 191(2) of the *FPSLRA*.

[135] As I set out earlier in this decision, I disagreed with the CMCFA about the interpretation of clause 13.07(d) of the collective agreement. The CMCFA submitted that the relevant factor was an increase in the average size of any class; however, I concluded that the relevant factor was an increase in the average class size of a teacher. This is why I say that this argument is not duplicative. I have ruled on issues about an increase in the average class size of a teacher. I have not ruled on whether, outside the collective agreement, there is also a condition of employment that the average (i.e., across sections) size of individual classes will not increase beyond the

normal average class size in past academic years. As the CMCFA says, it alleges that this condition is in addition to the guarantee in clause 13.01.

[136] In proof of that condition of employment, the CMCFA has provided the enrolment for every class at RMC between fall 2020 and winter 2024.

[137] Since this is a statutory freeze complaint, the condition must have existed before the statutory freeze commenced; i.e., before notice to bargain was served on July 11, 2022.

[138] The CMCFA has not pointed me to the evidence of the normal average class size in each department in previous years. Unless I were to go through every class in each department, I would not be able to calculate the normal average class size in each department, and I would not be able to find out whether the class sizes were relatively static before the statutory freeze.

[139] I set out the classes with increased class sizes taught by employees in the bargaining unit earlier, but I repeat it as follows, for ease of reference:

Course	**Average class size per section 2020-2021 to 2023-2024**	**Average class size per section 2024-2025**	**Increase**
MAE106 (Mathematics)	43.6 (2, 3, or 4 sections per year)	70 students (2 sections)	26.4
MAE113 (Mathematics)	30.5 students (2 or 3 sections per year)	59 students (2 sections)	28.5
ENE211 (English) (formerly E210F or “Fall”)	29 students (4 or 5 sections per year)	43 students (3 sections)	14
ENE212 (English) (formerly E210W or “Winter”)	27 students (4 or 5 sections per year)	41 students (3 sections)	14

[140] I reviewed some of the larger classes taught at RMC in the 2020-2021 and 2021-2022 academic years, as follows:

Course	**Average class size in 2020-2021**	**Average class size in 2021-2022**	**Change**
CCE101 (Fall-Winter)	43.6	26.3	(17.3)
CSE101 (Fall)	45.3	35.6	(9.7)
MAE226 (Fall)	52	60	8
MAE325 (Fall)	44	30	(14)
MEE231 (Fall)	33	50	17
BAE402 (Winter)	50	34	(16)

CCE204 (Winter)	51	77	26
ECE224 (Winter)	53	33	(20)
ECE326 (Winter)	11	23	12
GEE291 (Winter)	81	71	(10)
GEE393 (Winter)	64	53	(11)
HIF203 (Winter)	35	66	31
HIF271 (Winter)	36	51	15
MAE103 (Winter)	28	40.5	12.5
MAE129 (Winter)	49.5	29	(20.5)
MAF227 (Winter)	25	34	9

[141] I acknowledge that this second table is imperfect. I do not know whether any or all those courses were taught by employees in the bargaining unit; for example, MEE231 was taught by someone with a military rank, so they were likely not in the bargaining unit. I do not know whether there were peculiar circumstances to explain the changes in class sizes. I do not know whether any of those teachers whose class sizes increased were given course relief as a result. Finally, the first class (CCE101) has different enrolment figures in different documents filed by the CMCFA.

[142] The issue is this: has the CMCFA proven, on the balance of probabilities, that there was a condition of employment of "… *class sizes* that are consistent with the normal average class sizes of UTs in their academic department in past academic years" before the statutory freeze? I have concluded that it has not proven the existence of that condition of employment. The data that it provided shows that class sizes fluctuated before the statutory freeze. It has not satisfied me that there was a pre-freeze condition of employment that class sizes would be consistent with the normal average class sizes in past academic years.

b. The proposed condition of employment about the mandatory recognition of overload duplicates the policy grievance

[143] The second alleged condition of employment (the mandatory recognition of teaching duties materially in excess of the appropriate teaching workload as overload) duplicates the argument in the policy grievance. The condition simply repeats the second sentence in clause 13.01 of the collective agreement. In this way, the CMCFA's position amounts to an allegation that the RMC breached the statutory freeze by breaching the collective agreement. Since I have already addressed the breach of the collective agreement in the policy grievance heard alongside this statutory freeze complaint, I will exercise my discretion in s. 192(1) of the *FPSLRA* not to consider the same argument a second time in the statutory freeze complaint.

c. Bilingual instruction

[144] The third condition is the bilingual instruction rule that I set out earlier. The bilingual instruction rule is not set out in the collective agreement, which is why I am addressing it in this section of the decision instead of in the section about the policy grievance. The condition of employment is clearly set out in the materials.

[145] The RMC's practice is set out in an email dated September 23, 2024, which reads as follows:

> …
>
> *Management agrees that teaching a course in both official languages constitutes 2 teaching credits, as long as there are 3 or more students enrolled in the course. A UT teaching a course in both English and French, with less than 3 students, can still count for 2 teaching credits as long as the following conditions are met:*
>
> *1- The Anglo and Franco courses are offered at different times to 2 different groups of students.*
>
> *2- The equivalent Anglo/Franco course is a mandatory course for the graduation of the students.*
>
> *3- There has* [*sic*] *been at least 3 students in second year that started the programme, for which the course belongs.*
>
> …

[146] In the supplemental submissions that I solicited, the RMC stated that its practice relating to bilingual courses applied only to lecture-based classes. However, it provided no evidence for this assertion, which is inconsistent with the email dated September 23, 2024, that I set out earlier, which said nothing about the practice being limited to lecture courses.

[147] As I said earlier, I have to identify the condition of employment in place at the beginning of the statutory freeze. While this email is from after the freeze period began, I have nothing to indicate that the condition of employment was created after the beginning of the statutory freeze, and the RMC does not suggest that it was.

[148] For these reasons, I am satisfied that the condition of employment was as stated in the email dated September 23, 2024.

[149] The CMCFA says that the RMC changed that condition of employment by not applying it in two ways.

[150] First, it says that this practice is not set out in the teaching plans for teachers in the 2024-2025 academic year, as opposed to the 2025-2026 academic year, when it was set out in a teaching plan. Respectfully, this is not evidence of a breach of this practice; all it shows is that the RMC did not write the practice into the teaching plans that year.

[151] Second, it identifies two teachers who should have been captured by this practice (Dr. Julien and Dr. Sutcliffe). Dr. Julien taught CCE/F327 and had 5 English and 3 French students in that combined class in 2024-2025. Dr. Sutcliffe taught PSE/F424 and had 16 English and 5 French students in that class in 2024-2025.

[152] The RMC's explanation was that some of their courses were not lectures, but, as I have already said, I do not accept the RMC's position on that point.

[153] Therefore, I have concluded that the CMCFA has discharged its burden to show that the RMC changed the condition of employment about bilingual instruction.

3. Vacancies and fewer term positions

[154] As I set out earlier, the CMCFA argues that there were additional vacancies and fewer renewals of term positions in the 2024-2025 academic year. In response, the RMC says two things: that the CMCFA has not proven that the number of vacancies and non-renewals departed from normal management practices, and that these issues cannot be negotiated into a collective agreement. In reply, the CMCFA reframed its argument as follows, stating that it "… does not rely on the non-renewals of term positions in and of themselves, but on the total staffing levels—i.e. the number of term, sessional and administrative positions, and the indeterminate UT vacancy rate."

[155] I am not satisfied that the CMCFA has demonstrated that there are higher than average vacancy rates or non-renewals of terms.

[156] In support of its contention, the CMCFA relies solely on the following email from the Vice-Principal Academic, dated May 8, 2024:

> …
>
> *As of today, we have 40 vacant* ***indeterminate*** *positions in the AW and 30 forecasted indeterminate position departures in FY 24-25. At the end of FY 24-25, we will be at 21% vacancy rate throughout the Academic Wing. Effective today, our intent is to leave the large majority of these positions vacant because our FY 24-25 SWE allocation does not allow us to backfill them. The VP Finance and I are maintaining a priority list for vacant indeterminate positions and we will only push for approval from CDA to backfill a handful*

> *of AW positions that are the most critical for departments to maintain our two critical missions: the ROTP program and sponsored PGT. Positions on the priority list can be either indeterminate UTs, tech staff or admin support.*
>
> …
>
> [Emphasis in original]

[157] This email says that the plan is to **leave** vacant positions vacant. At best, this email forecasts 30 departures and states that it will leave most of them vacant.

[158] The CMCFA has not provided any evidence — or even asserted — that a 21% vacancy rate is higher than normal.

[159] In any event, the vacancy rate ended up being much lower than that. On June 12, 2024, the CMCFA was informed that only 14 indeterminate positions were vacant. The CMCFA provided another email, dated August 1, 2024, from the Vice-Principal Academic stating that "[n]one of the vacant 14 indeterminate UT positions have been 'cut'. The information that we provided is that these positions won't be filled in FY 24-25 and that they will be filled as we get approval from CDA/CMP to fill them …".

[160] The CMCFA provided no evidence about vacancy rates in previous years during or before the beginning of the statutory freeze against which I could compare the 14 positions left vacant in 2024-2025.

[161] Therefore, I have concluded that the CMCFA has not discharged its burden to show that there was a condition of employment of vacancy rates that were less than the vacancy rate in 2024-2025.

[162] As for the term positions, the email dated August 1, 2024, confirmed that 8 full-year and 2 half-year term positions were eliminated, out of approximately 30. However, I have no evidence about the number of term positions that existed at the beginning of the statutory freeze. The RMC submitted that the CMCFA "… has not proven that the number of vacancies or non-renewals in 2024-25 departed from normal management practices." The CMCFA did not reply to that argument; instead, its reply focussed on other RMC arguments that I do not need to address. I do not agree entirely with how the RMC characterized the issue. The issue is not whether the number of non-renewals of term employees departed from normal practices but whether it departed from normal practices before the statutory freeze.

[163] To put this another way, the CMCFA would have to demonstrate a steady rate of renewals of term employees before the beginning of the statutory freeze. It led no evidence about the rate of renewals of term employees before the statutory freeze. I simply do not know whether the number of term positions fluctuated significantly before the statutory freeze. I know that the number of term positions went down in 2024-2025, but I do not know whether the number of term positions was relatively constant, increasing, or decreasing before the statutory freeze.

[164] In conclusion, the CMCFA has not discharged its burden to show that the decrease in staffing levels in 2024-2025 was inconsistent with changes in staffing levels before the statutory freeze. The CMCFA showed that there was a decrease between 2023-2024 and 2024-2025, but it did not demonstrate that decreases were abnormal before the statutory freeze. I simply do not know whether, before July 11, 2022, staffing levels were steadily decreasing, remaining constant, or fluctuating each year.

D. Remainder of the statutory freeze test

[165] As I stated earlier, the only breach of the statutory freeze in this case was the RMC's decision not to apply its practice relating to bilingual instruction.

[166] The RMC did not argue that the bilingual instruction practice could not be contained within a collective agreement. It also did not argue that this practice was consistent with its "business as usual" or with any other element that I should consider as part of the statutory freeze. The RMC's arguments focussed on the workload and staffing reductions instead, which I dismissed for other reasons.

[167] For the sake of completeness, I have concluded that the bilingual instruction practice is capable of being included in a collective agreement. There is nothing about that practice that touches on the topics that cannot be included in a collective agreement under s. 113 of the *FPSLRA*. In fact, the condition is similar to the existing terms and conditions set out in article 13 of the collective agreement.

[168] I have also concluded that there is no evidence that changing this practice is consistent with the RMC's "business as before". There is nothing in the evidence to indicate that this practice has changed over time or was not applied consistently before the statutory freeze.

[169] The RMC argues that Dr. Julien and Dr. Sutcliffe should have notified their department head if they believed that they were in overload. I have decided that this does not excuse the breach of the statutory freeze. Instead, the fact that they did not notify their department head may be relevant when addressing the remedy in this case instead.

[170] Therefore, I have concluded that the RMC violated s. 107 of the *FPSLRA* by changing the condition of employment about bilingual instruction set out in its email dated September 23, 2024.

VII. Remedy

[171] The CMCFA seeks an order that the Board bifurcate the hearing on remedy. The RMC opposes the bifurcation of the hearing to deal with remedy, arguing that the CMCFA is seeking bifurcation only for strategic reasons (i.e., to obtain a ruling on the merits before it has to commit to a remedial position).

[172] I was also concerned about the CMCFA's request to bifurcate the remedy stage of this case, in particular that it made that request during the merits phrase of the case instead of requesting it as a preliminary matter. I solicited supplemental submissions on this point. I drew the CMCFA's attention to *The Toronto Transit Commission v. Amalgamated Transit Union, Local 113*, 2022 CanLII 145923, in which an arbitrator refused to bifurcate a case mid-hearing for two reasons: the parties had already agreed on the process of the arbitration before the hearing started, and the parties had already built their evidence in the belief that the remedy would be contested at the hearing.

[173] The CMCFA's supplemental submissions have convinced me to grant an order bifurcating the remedy stage of this hearing, for three reasons.

[174] First, the CMCFA informed me that it told the RMC that it would ask for bifurcation by email dated October 22, 2025, the week before it filed its submissions. The RMC never responded to that email. Therefore, I am less concerned about the RMC being caught off guard by the CMCFA's position. Unlike in *The Toronto Transit Commission*, there was no prior agreement about how the remedy would be addressed one way or another.

[175] Second, the RMC filed no evidence in this case. It did not build its evidence on the belief that the issue of remedy would be addressed immediately instead of later because it built no evidence at all.

[176] Third, I asked the CMCFA whether there were any authorities granting a contested request for the bifurcation of remedy when the request was made during the hearing instead of as a preliminary matter. Both parties' original submissions listed cases that dealt with contested requests to bifurcate a hearing made before the beginning of that hearing, which is not the same thing as a request made during a hearing. The CMCFA provided me with *Ontario Secondary School Teachers' Federation v. Algoma District School Board*, 2024 CanLII 29476 (ON LA), in which an arbitrator granted a request to bifurcate remedy after the first witness had testified because requiring evidence on remedy "… would be a waste of time and resources …" when there were several "interpretive possibilities" in that case. I agree with the CMCFA that the same circumstances apply in this case. This case involves allegations of different breaches of the collective agreement and the statutory freeze. The evidence needed to deal with the appropriate remedy would be very different depending on my conclusions on those issues.

[177] In its reply submissions, the RMC suggested that the parties in that case raised the issue of bifurcation before the hearing on the merits. This is not entirely accurate. The parties raised bifurcation on the first day of the hearing, and the issue of bifurcation was resolved after that hearing day, which included opening statements and testimony from one witness (see paragraph 2 of *Algoma District School Board*).

[178] The RMC also argued that it would be prejudiced by the bifurcation of remedy because it would allow the CMCFA to develop its theory of remedy "… based on a complete knowledge of the outcome on the merits." I fail to see how that prejudices the RMC because it will have the same opportunity to rebut any arguments about remedy after knowing the outcome of this case on its merits.

[179] Finally, the RMC argues that bifurcation would not serve the interests of hearing economy because this case was decided in writing, meaning that there are no hearing dates that would be saved. I disagree, because the economical use of time can also be served by reducing the length of written submissions on remedy. Rather than having to read pages of submissions about "if this is the result, then this is the remedy; but if this is the result, then this is the different remedy", the Board can read more focused submissions from the parties. The economical use of time is not just about hearing

days; it is also about the time taken to prepare, read, and consider arguments. Bifurcation serves the interests of the economical use of time in this case by reducing the length of written submissions about remedy.

[180] I want to add a caveat that I grant this request reluctantly and only because of the combination of those three features of this case. Parties should not assume that the bifurcation of remedy is the Board's default position, and they should deal with that issue before a hearing begins.

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

(The Order appears on the next page)

VIII. Order

[182] I declare that class size is a factor in determining workload under clause 13.07 of the collective agreement.

[183] I declare that the employer has violated s. 107 of the *FPSLRA* by changing the condition of employment about bilingual instruction set out in its email dated September 23, 2024.

[184] The Board will remain seized with the policy grievance and complaint to address any other remedies that should result from my decision. A schedule to address remedial issues will be set in due course.

June 29, 2026.

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