CATCA

AUG 1 2 1982

File: 166-2-10616

PUBLIC SERVICE STAFF RELATIONS ACT

BEFORE THE PUBLIC SERVICE STAFF RELATIONS BOARD

BETWEEN:

D.D. KELSO,

Grievor,

AND:

TREASURY BOARD
(Transport Canada),

Employer.

DECISION

RETROACTIVE REMUNERATION

JR

3/10/82 CODE 402/79

Before: Leon Mitchell, Q.C., Deputy Chairman.

For the Grievor: J.P. Nelligan, counsel.

For the Employer: R. Cousineau, counsel.

Heard at Ottawa, June 2, 1982.

Adjudicator found that as a result of the Employer's unlawful transfer, the grievor is entitled to compensation for the total number of hours actually worked in the non-op position since July 1976, times the difference between the straight time hourly rate of the operating position and the straight hourly rate of the non-op

DECISION

1. This reference to adjudication involves a grievance by Donald C. Kelso, an Air Traffic Controller, which was presented to the employer on June 29, 1981. The grievance and the corrective action requested read as follows:

> DETAILS OF GRIEVANCE -
> On Feb. 3, 1981 the Supreme Court of Canada determined that during the period 1976-1981, I had been illegally forced by the employer to work in non-operating positions in Cornwall and Montreal. The Court held that I was entitled to remain in or be reinstated to my operating position in Montreal ACC being position TACQ-0274.
>
> On May 20, 1981 I submitted a claim to the A/R MATS for overtime worked by me from 1976 to 1981, taking into account the different hours of work for an operating and a non-operating employee. A copy of this memo is attached hereto as Exhibit "A". In a reply received June 4, 1981 my claim was denied. Attached hereto is Exhibit "B" which is a copy of management's denial.
>
> I hereby submit this grievance in accordance with Article 5 of the CATCA/TB collective agreement, and request payment of my claim of May 20, 1981 in accordance with Articles 13 and 15 of the same agreement.
>
> CORRECTIVE ACTION REQUESTED -
> A declaration that the Employer has breached the terms of the relevant collective agreements in particular Articles 13 & 15, by its refusal to honour my claim of May 20/81. An order requiring the Employer to comply with Articles 13 & 15 of the relevant collective agreement and an order requiring the Employer to honour my claim of May 20/81 for overtime as previously requested.

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2. The facts are not in dispute. Mr. Kelso is a unilingual anglophone who was employed in postion TACQ-0274 as an Air Traffic Controller in the Montreal Area Control Centre. In July, 1976 he was transferred to a non-operating position in Montreal and in May, 1978 to a similar position at the Training Institute in Cornwall.

3. Until July, 1976, he was employed in an operating position and was therefore scheduled to work 34 hours per week as required by article 13.02(a) of the applicable collective agreement. Beginning in July, 1976 he was employed in a non-operating position and was therefore scheduled to work 37 1/2 hours per week as contemplated by article 13.01(a) of the collective agreement. The relevant parts of these sub-articles read as follows:

> 13.01 Non-Operating Employees
>
> (a) Thirty-seven and one-half (37 1/2) hours exclusive of lunch periods shall constitute the normal work week for non-operating employees.
>
> 13.02 Operating Employees
>
> (a) Thirty-four (34) hours, inclusive of a mandatory fifteen (15) minute period in which the employee shall prepare himself to assume his duties prior to the commencement of each shift, shall constitute the work week for operating employees; except that when hours of work are scheduled on a rotating or irregular basis, employees will work thirty-four (34) hours per week averaged over a period of time not to exceed seventy (70) days.

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Clearly a non-operating employee is required to work 3 1/2 hours longer per week than an operating employee pursuant to the above sub-articles 13.01 (a) and 13.02 (a) of the agreement.

4. Mr. Kelso commenced an action in the Federal Court seeking a declaration that he was entitled to remain in or be reinstated to, his position TACQ-0274 as an Air Traffic Controller with full salary and benefits. The rationale that motivated the employer to transfer Mr. Kelso was its decision that Air Traffic Controllers in Montreal must be bilingual. Mr. Kelso could not meet this bilingual requirement. The Federal Court in both the Trial and Appeal Divisions dismissed Mr. Kelso's application. Finally he appealed to the Supreme Court of Canada and was successful. In February, 1981 the latter Court decided "that the Exclusion Order prohibits the government from 'separating' an incumbent from his position on the sole basis of language" by reason of section 6(a) of the Public Service Official Languages Exclusion Order under the Public Service Employment Act which states:

> 6. The following persons are hereby excluded from the operation of section 20 of the Act, in so far as the knowledge and use of both official languages is required for a bilingual position, for the period during which he occupies that bilingual position, namely,
>
> (a) any person who occupies a position, to which he was appointed for an indeterminate period, that he occupied at the time it was identified by the deputy head as requiring the knowledge and use of both official languages;

The Supreme Court of Canada concluded by declaring in Kelso v. The Queen [1981] 1 S.C.R. 199 at page 210:

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> ...that the appellant (Mr. Kelso) is entitled to remain in, or be re-instated to, position TACQ-0274 in the Public Service of Canada. I would deny the appellant the further relief sought, namely, a declaration that he be entitled to be re-imbursed for all extra costs incurred by him as a result of commuting to Cornwall, Ontario, from his home in Hudson Heights, Quebec.

5. The Court declared in effect that the employer was in breach of the law in requiring the grievor to leave his operating position. He then sought to be compensated for the additional time worked as a consequence of the "illegal" transfer to a non-operating position. The grievance seeking that compensation was rejected by the employer. This is the issue before me as an adjudicator pursuant to the Public Service Staff Relations Act.

6. The parties agree that the annual rate of pay was not changed by reason of the transfer from the operating position to the non-operating position. Therefore, his basic earnings were not adversely affected.

7. Counsel for the grievor explained that in this case the Supreme Court of Canada was asked to determine only the status of the grievor in law. That Court decided that he was entitled to remain an operating employee in position TACQ-0274 at all material times, i.e., since July, 1976. However the employer, in breach of the law, transferred him to a non-operating position since that date. Therefore, Mr. Kelso is entitled to recover compensation for all excess hours spent by him as a non-operating employee in Montreal and Cornwall and for the excess time

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spent in travel to and from Cornwall. He argued that the compensation due to the grievor to make him whole ought to be determined by finding that the 3 1/2 hour longer work week of a non-operating employee should be considered as overtime pursuant to article 15.01 of the collective agreement which reads as follows:

> 15.01 Time worked by an employee in excess or outside of his scheduled hours of work shall be considered as overtime.

These excess hours are "time worked by an employee in excess or outside of his scheduled hours of work" and therefore squarely within the definition of overtime as set out in article 15.01.

8. Counsel for the grievor thereby submits that the remedy for the breach of the law by the employer is to be found by applying the provisions of the collective agreement. Article 15.01 supports a finding that the excess hours shall be considered overtime and article 15.02 provides that overtime on a scheduled day of work shall be paid at the rate of one and one-half times his straight-time hourly rate.

9. In essence counsel submitted that the issue of status was a matter of law to be determined by the Court. The Court having decided in favour of the grievor the compensation due as a result of the illegal transfer by the employer remains to be determined by the terms of the collective agreement, viz., by the payment of overtime for hours worked in excess of 34 per week and overtime for the excess time spent in travelling from his home in Hudson Heights in Quebec to and from Cornwall in Ontario rather than to Montreal.

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10. Counsel for the employer submitted that the grievor requested that the Court find that he was at all times entitled to remain in his operating position "with full salary and benefits of that (the operating) position". But the Court declared only that he was entitled to remain in the operating position from which he was improperly transferred. The Court excluded the words "with full salary and benefits of that position". Since the Court did not award entitlement to "benefits", neither should an adjudicator. The salary was not in issue since the grievor suffered no loss in salary. Furthermore, the Court specifically denied the grievor's claim to be reimbursed for all extra costs incurred by him as a result of commuting to Cornwall from Hudson Heights. He contended that it would, therefore, be improper for an adjudicator to award any amount arising out of the commuting or the hours worked.

11. Counsel for the employer also argued that while the grievor did work 3 1/2 hours longer per week than he would have worked had he remained in his operating position these extra hours were not overtime within the meaning of article 15.01 of the collective agreement. He was working at all times in a non-operating position which pursuant to article 13.01 (a) of that agreement requires the incumbent to work 37 1/2 hours per week to earn his full salary. Therefore, the grievor did not work time in excess or outside his scheduled hours of work as contemplated by article 15.01 (supra).

12. In the result, counsel for the employer urged that the grievance be dismissed since there is no provision in the collective agreement which contemplates a remedy in the circumstances of this case.

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13. One of the issues is whether in the event that the employer improperly or unlawfully transfers an employee to a position which by the terms of the agreement is one in which the normal work week is longer than the normal work week of the position from which he was transferred is the employee so affected entitled to overtime for the additional hours worked?

14. The only article in the agreement which addresses the transfer of employees from an operating to a non-operating position is article 13.08 which reads as follows:

> 13.08 Change in Employee Status
>
> It is understood that certain employees, because of the nature of their duties, may be required to change from an operating employee to a non-operating employee for varying periods of time. No change in such an employee's status will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more. Advance notice of such requirement which will involve a change in the employee's status should be given at the earliest possible date but in any case no less than fifteen (15) calendar days prior to the earliest date that the changed circumstances may commence. If notice of the change is less than fifteen (15) calendar days, the employee shall be paid a premium of four (4) hours' pay at the straight-time hourly rate for each shift or day worked during the period of the change for which he had not received fifteen (15) calendar days' notice. Such notice shall not be required nor is the premium payable when the employee concerned is promoted, is acting in a higher level position or the change is in response to the employee's request.

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> This clause does not apply to an Air Traffic Controller-in-Training prior to the completion of his ab-initio training at TCTI.
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> (Emphasis added)

15. I am of the opinion firstly, that this article deals with a lawful and not an unlawful transfer. It contemplates a minimum of 15 calendar days notice prior to the change and the premium that shall be paid in case of inadequate notice. Furthermore, it is applicable only to "certain employees, (who) because of the nature of their duties", may be transferred from an operating to a non-operating position for varying periods of time. It certainly implies that it deals only with the transfer of certain employees when necessary as part of normal operational requirements. Article 13.08 ought not, therefore, to be interpreted as being applicable to an employee unlawfully transferred on the sole basis of being a unilingual employee in a position declared to be bilingual because I do not believe that was the intention of the parties. The parties could not have had in mind the circumstances involved by an unlawful transfer when agreeing to the words used in article 13.08.

16. The provision in the collective agreement relied on is article 15.01 which reads:

> 15.01 Time worked by an employee in excess or outside of his scheduled hours of work shall be considered as overtime.

17. It seems to me that the scheduled hours of work are determined by the position, not the incumbent. For example, a firefighter who is scheduled to work an average 42 hour week is transferred, on occasion,

to perform the work of a fire inspector. The incumbent of an inspector's position is scheduled to work a 37 1/2 hour per week. If such a firefighter was required to work 40 hours per week as an inspector the overtime entitlement would then surely be determined on the basis of time worked in excess of the scheduled hours of work of a fire inspector, the position in which he performed his work. The rationale and foundation for the "overtime" claim in this case is the unlawful transfer. If the transfer had been lawful there would be no ground for a claim for overtime by Mr. Kelso.

18. In my opinion, article 15.01 would be applicable only if the grievor had been required to work in excess of 34 hours per week as an operator. Article 15.01 defines overtime where an employee is required to work in excess of the scheduled hours of work for the position in which he is working rather than in excess of the scheduled hours of work for the position in which he was not working. I am of the opinion that the words "his scheduled hours of work" in sub-article 15.01 (supra) are intended to, and do, mean the hours scheduled for the position in which he is assigned to work.

19. My reasoning is similar with respect to the claim of overtime for time travelled from his home in Hudson Heights to and from Cornwall. Article 28 of the collective agreement deals with the circumstances under which an employee is entitled to travel time. The relevant parts of article 28 read as follows:

ARTICLE 28

TRAVEL

28.01 Where an employee is required by the Employer to travel to or from his Headquarters area as normally defined by

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the Employer, his method of travel shall be determined by the Employer. However, if an employee wishes to use a different method, his wish will not be arbitrarily refused provided that the method chosen is consistent with the purpose of the travel and does not entail additional costs.

28.02 When required to travel, he will be compensated in the following manner:

(a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.

(b) On a normal working day on which he travels and works, the employee shall be paid:

(i) his regular pay for the day for a combined period of travel and work but not exceeding eight (8) hours,

and

(ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day.

(c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of ten (10) hours' pay at the applicable overtime rate.

28.03 When an employee is required by the employer to travel to or from his Headquarters area as normally defined by the employer, he may in accordance with paragraph 28.01 above:

(a) Elect to travel via scheduled air carrier at the applicable economy fare or its equivalent; or

(b) Elect to use privately-owned transportation and be reimbursed at the rate shown in paragraph 3.03(b) of the Treasury Board Travel Directive; or

(c) Be requested by the Employer, or elect to use privately-owned transportation and be reimbursed at the rate shown in paragraph 3.03 (a) of the Treasury Board Travel Directive.

(d) When the employee elects under paragraphs (b) or (c) above to use privately-owned transportation, he shall be paid at the applicable rate for the time normally required to travel portal to portal by air carrier.

(e) Employees travelling to or from Ottawa or the Transport Canada Training Institute for temporary assignments in excess of five days, whose Headquarters area is in Newfoundland or the Pacific or Western Region, who elect to use privately-owned transportation under paragraphs (b) or (c) above shall be allowed an additional day in which to travel and shall receive normal pay for that day. An employee travelling to or from Ottawa or the Transport Canada Training Institute for temporary assignments in excess of five days, whose Headquarters is in the Pacific Region

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will be allowed a day with pay in addition to the day noted immediately above.

(f) An employee who elects to use privately-owned transportation under paragraph (c) above shall be reimbursed at the rate shown in paragraph 3.03 (a) of the Treasury Board Travel Directive, or an amount equal to economy air fare including the normal airport limousine fares, whichever is the least, in lieu of travel expenses.

20. Counsel for the grievor submits that Mr. Kelso was required by the employer to travel outside his Headquarters area in Montreal to work in Cornwall in view of the unlawful transfer to Cornwall. The travel took one hour each way, which entitles the grievor to one hour of overtime each day because such additional travel was in excess of eight hour period of work and travel as contemplated in sub-article 28.02 (b).

21. I note that article 28.03 (e) deals specifically with compensation for travel to or from Ottawa or Transport Canada Training Institute which is located in Cornwall where Mr. Kelso was assigned to work for about 4 1/2 years. It deals with temporary assignments in excess of five days of employees whose Headquarters area is in Newfoundland, or the Pacific or Western Region. No mention is made of the Quebec or Montreal area. Furthermore, the instant case was not a temporary assignment as contemplated by article 28.03 (e).

22. I am of the opinion that article 28 deals with travel to and from a headquarters area to perform a temporary task for the benefit of the employer in another area. It was not intended to apply to travel from an employee's place of residence to and from his assigned place of

work. Nor was it intended by the parties to apply to travel time arising out of an unlawful assignment to work in a place requiring longer travel time.

23. I am compelled to conclude that the grievor is not entitled to overtime for the excess time spent on duty and/or in travel by reason of the unlawful assignment from an operating to a non-operating position in a distant locale.

24. However, the parties to the collective agreement could not have intended that an employee who is unlawfully required by the employer to be on duty for hours in excess of those he would have worked if the employer had not breached the law should not receive any compensation for such excess hours or indeed that an employer may, in breach of the law, adversely affect the hours of work of an employee with impunity.

25. In the instant case the Supreme Court of Canada declared that Mr. Kelso was entitled to remain, at all times, in an operating position and therefore entitled to work 34 hours per week to earn his salary. He was unlawfully removed from that position to a non-operating position in which he had to work 37 1/2 hours per week to earn the same amount of salary. His annual earnings in each position were the same, but his rate of compensation, i.e., the amount earned per hour of work, was reduced. In order to make him whole I consider it reasonable that he be paid the difference between the hourly rate of the operating position and the hourly rate of the non-operating position for each hour he actually worked on the job (excluding all time on leave with or without pay) in the non-operating position from 1976 to 1981 both inclusive.

26. I would not order any payment for excess time spent in travel. The Supreme Court of Canada decision affecting this grievance stated

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specifically: "I would deny the appellant the relief sought, namely, a declaration that he be entitled to be reimbursed for all extra costs incurred by him as a result of commuting to Cornwall, Ontario from his home in Hudson Heights, Quebec." No reasons for this part of the decision were given. The Court could have decided to make no order regarding "all the extra costs incurred" if it had considered that to be reasonable. I am cognizant of, and accept, counsel's submission that the grievor's request for travel overtime is distinctly different than the extra costs referred to in the Court's decision. I consider that the extra travel time to Cornwall cannot give rise to overtime within article 15.01 either as time worked or as time on duty because I am unable to find any words in article 28 of the relevant collective agreement to support a claim for payment of travel time, whether at straight time or overtime rates, in the circumstances of this case. I also note, as a matter of record, that the grievor has not claimed any travel time at straight time. Since there are no valid grounds to a claim for payment of travel time in this case there can be no ground to support a claim for overtime rates for any part of the same travel time.

27. Counsel for both parties informed me that they were unable to provide me with any legal authority affecting the Board's jurisdiction that falls squarely within the issues raised by this case.

28. I am inclined, however, to believe that the issue of jurisdiction may be approached as follows. An employee whose rights are covered by a collective agreement and the provisions of the Public Service Staff Relations Act alleges that he suffered adverse impacts by reason of a breach of the law by his employer. There is no provision in the agreement which specifically deals with the circumstances created by that breach of the law. However, the adverse impact on the employee resulting from the unlawful transfer merits a quantum of compensation which

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can be ascertained only by reference to various terms contained in the collective agreement because compensation for work done is a matter involving labour relations and is specifically dealt with in the collective agreement. Furthermore, I think that it ought to be implied that the parties did not intend that an adverse impact resulting from a breach of the law involving excess hours of work by an employee should not be compensable.

29. I have perused a number of cases which deal with the jurisdiction to hear and determine a dispute involving compensation arising out of an employer/employee relationship where a collective agreement is in existence. It appears from these cases that if the dispute involves the interpretation or application of any term of the collective agreement or the governing labor relations statute the appropriate forum to determine the issue is by way of arbitration as contemplated by the collective agreement or by the governing statute.

30. If, on the other hand, the dispute is simply a matter of unpaid wages then a court may give redress. The following Court decisions support that conclusion.

31. In the Hamilton Street Railway Co. v. Northcott, (1966) 58 D.L.R. (2d) 708, the Supreme Court of Canada held that a Court can give effect to the finding of an arbitration board that certain employees are entitled to a minimum of 70 hours pay but that if the right to be paid depends upon the interpretation of the collective agreement an (arbitration) board appointed under that agreement would have exclusive jurisdiction. The relevant parts of the judgment is that case read as follows:

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> These men have a point conclusively settled in their favour by the arbitration board. They can go before a Court and say, "We are entitled to this money. All that remains is a mere matter of calculation. These are the hours for which we are entitled to be paid - seventy hours minus whatever hours we were paid for and which we actually worked..." (p.710)
>
> ...The collective agreement is not concerned with non-payment of wages. These may be sued for in the ordinary Courts. <u>If, however, the right to be paid depends upon the interpretation of the collective agreement, this is within the exclusive jurisdiction of a board of arbitraton appointed under the agreement</u>, but whether this decision comes under grievance procedure under art. VI, with the consequent registration of the equivalent of a judgment or a declaration at the instance of the union under art. VIII, makes no difference. In the one case the individual employees get the equivalent of judgments; in the other case they have declarations of right on which they can sue. (p.710)
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> (Emphasis added)

32. In 1979 the B.C. Supreme Court had occasion to consider a series of court decisions in which the issue was whether a matter in dispute which requires the interpretation or application of provisions of a collective agreement should be resolved by a court or by arbitration as provided by the governing agreement. In <u>Leon Hotel Limited v. Kauhausen</u>, 94 D.L.R. (3d) 686, the B.C. Supreme Court was asked to decide whether a Provincial Court Judge had jurisdiction to hear and decide a claim for retroactive pay. The issue before the Provincial Judge "...involved a dispute as to at least the application, if not the interpretation, of the (collective) agreement." (p.688) Fulton J. of the B.C. Supreme Court addressed the matter in his judgment as follows:

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The argument that, while the collective agreement sets wage rates and conditions of employment, the actual relationship between the employer and his individual employees is in each case a separate contract of employment thus entitling the employee to sue for wages owing as a simple matter of debt, can no longer be maintained in the light of McGavin Toastmaster Ltd. v. Ainscough et al. (1975), 54 D.L.R. (3d) 1, [1976] 1 S.C.R. 718, [1975] 5 W.W.R. 444. There, Laskin, C.J.C., giving the majority judgment, said (p. 5 D.L.R., p.448 W.W.R.):

> I do not think that in the face of labour relations legislation such as existed at the material time in British Columbia, in the face of the certification of the union, of which the plaintiffs were members, as bargaining agent of a specified unit of employees of the company and in the face of the collective agreement in force between the union and the appellant company, it is possible to speak of individual contracts of employment and to treat the collective agreement as a mere appendage of individual relationships.

And the argument that, in making the decision as to whether the wages claimed here were due and payable, the Court was not being asked to interpret the collective agreement but merely to apply it - that its meaning was not in dispute - is, in my view, disposed of by the decision in General Motors of Canada v. Brunet et al., [1977] S.C.R. 537, 77 C.L.L.C., para. 14,067, 13 N.R. 233. There Pigeon, J., giving judgment for the Supreme Court of Canada, discussed the effect of Re Grottoli v. Lock & Son Ltd., supra, in the light of the position established by later authorities. He said at p. 249 N.R.:

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> All that was decided by McRuer J. [sic] was that nothing prevents an employee from bringing an action to recover unpaid wages. It is now well established that this is true only in so far as it is simply a matter of unpaid wages. If there is in fact a dispute over the interpretation or application of the collective agreement, the provision requiring arbitration is a bar to such an action and it must be dismissed...
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> (Emphasis added)

It is to be noted again that in the British Columbia Code the reference in s.93(2) is to disputes respecting "the interpretation, application (or) operation" of a collective agreement.

After reviewing other authorities in the light of the similar provisions of the Ontario Labour Relations Act already referred to, the Ontario Court of Appeal came to a similar conclusion in Re Ford Motor Co. of Canada Ltd. et al. and Facchinato et al. (1978), 18 O.R. (2d) 581.

In my view, it is indisputable that, in order to determine whether retroactive wages were payable and the amount thereof, if any, to which the employee was entitled, and thus, whether the employer had an obligation to pay the amount of retroactive wages claimed, or any amount, the Court could not confine itself to hearing evidence as to the number of days worked, but had to look at, and at least apply, the provisions of art. 10.05 of the agreement here governing the payment of retroactive wages. This is the only provision imposing that obligation upon the employer. Since at least the application, if not the interpretation, of the

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> agreement was involved, I must conclude that the learned Provincial Court Judge was without jurisdiction.

If Mr. Kelso in this case commenced an action in the court he would probably be faced with a submission that since the matter involves the interpretation and/or application of provisions of the collective agreement the court has no jurisdiction to decide the matter on the basis of the jurisprudence referred to above.

33. In the instant case there is a dispute regarding the application of the agreement even though I am of the opinion that there is no provision in the collective agreement which would support the corrective action requested by the grievor; that is to say, I do not believe that a proper interpretation of articles 15.01 and 28 results in an entitlement to overtime pay for the excess hours worked or travelled. Nevertheless, I am of the view that the grievor is entitled to compensation as outlined in paragraph 25 above and that the remuneration applicable can be determined only by reference to the collective agreement to determine the hourly rate of pay that ought to be applicable for all hours actually worked by him.

34. I am therefore of the opinion that I do have jurisdiction on the ground that this is a labour relations grievance which involves "a dispute over the interpretation or application of the collective agreement" as indicated in the Leon Hotel Case (supra). I therefore order that the compensation payable to the grievor by the employer is the total number of hours actually worked on the job in the non-operating position since July, 1976, times the difference between the straight time hourly rate of the operating position and the straight hourly rate of the non-operating position which prevailed from time to time since July, 1976.

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35. Both counsel for the parties requested that if I should conclude that the grievor is entitled to compensation and the rate thereof then the parties will calculate the amount due and owing. I shall therefore remain seized of the matter until it is resolved.

For the Board,

Leon Mitchell, Q.C.,
Deputy Chairman.

OTTAWA, July 30, 1982.

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