



# Investigation Report

**FILE NUMBER** 23-24-077

**INSTITUTION CONCERNED** Department of Justice and Public  
Safety

**SUBJECT** Alleged deficiencies in the active  
offer of service, provision of services  
and communication in French

**TABLE OF CONTENTS** Summary 1  
Complaint 3  
Investigation 4  
Analysis 6  
Conclusion and Recommendations 20

**REPORT DISTRIBUTED TO THE  
FOLLOWING PERSONS** Deputy Minister of Justice and Public  
Safety  
Complainant  
Premier  
Clerk of the Executive Council  
Executive Director of the Secretariat  
of Official Languages

**ISSUE DATE** September 2024



# Summary

This report was prepared following an investigation into a complaint against the Department of Justice and Public Safety (the institution). Specifically, the complainant alleges that she was unable to obtain service in French from a peace officer who stopped her in Dieppe.

Upon conclusion of this investigation, the Office of the Commissioner of Official Languages for New Brunswick (OCOL) concludes, for the reasons set out in this report, that the complaint is **founded** and that the institution failed to meet its linguistic obligations under the *Official Languages Act* of New Brunswick (OLA).

Having established that the complaint is founded, the Commissioner makes the following recommendations:

1. **THAT** the institution continue to provide regular reminders to all its peace officers about the importance of making the active offer properly in both official languages upon first contact with a member of the public;
2. **THAT** the institution remind all its peace officers to wait for the response to the active offer of service before continuing a conversation, in the interest of maintaining continuity of service in the language of choice of members of the public as well as respect for their language rights;
3. **THAT** the institution remind its peace officers of its contingency plan so that, in situations where a member of the public chooses the language of service other than the one in which the officer is proficient, the officer may refer to the specific steps in this contingency plan to ensure that all of the institution's services are offered in equal quality in both official languages within a reasonable time;
4. **THAT** the institution remind its peace officers who do not have the necessary language skills to provide service in the second official language of their obligation to call upon a colleague to provide service in the language of choice of the member of the public within a reasonable time;
5. **THAT** the institution immediately review and update the "pocket translator" for peace officers in accordance with the Government of New Brunswick's *Official Languages – Language of Service Policy and Guidelines* to ensure it is providing its services in the

**official language of choice of any member of the public at all times;**

- 6. THAT the institution review its contingency plan to ensure that, when a peace officer wishes to seek assistance from another peace officer who is proficient in the other official language, this other peace officer can provide all services in person and not through an electronic device, so that the service is of equal quality in both official languages, within a reasonable time.**

# Complaint

The details of the complainant’s allegations are as follows:

The complainant tells us that on July 23, 2023, at approximately 8:20 a.m., on Route 15 at marker 14 in Dieppe, they were stopped by [translation] “a New Brunswick highway patrol officer,”<sup>1</sup> [name redacted].

On approaching the complainant’s vehicle, the officer asked, “What is your language of choice?” Not giving them a chance to answer his question, the officer continued, “Because my French is really not good.” The complainant replied, “Français, s’il vous plaît,” in response to which the officer repeated, “My French is really not good. I can try, but it is not good at all. Is English ok?” And he continued in English without waiting for the complainant to answer his last question.

This officer then gave a violation ticket<sup>2</sup> to the complainant while taking the initiative to check the “English” box for the chosen language. Although the complainant indicated that the incident took place on July 23, 2023, the ticket is dated July 21, 2023.

On September 23, 2023, the complainant contacted the Office of the Commissioner again to explain that they had received a “Notice of Trial” document<sup>3</sup> along with another document, “Notice of Dispute,” both in English, in relation to their violation ticket.

Consequently, the complainant was obliged to request a trial in the official language of their choice, French. They informed us that they had made this request and was waiting to see if it would be received and addressed.

## Abbreviations and Terms Used

OCOL	Office of the Commissioner of Official Languages
Institution	Department of Justice and Public Safety
OLA	<i>Official Languages Act</i> of New Brunswick
RCMP	Royal Canadian Mounted Police

---

<sup>1</sup> Term used by the complainant.

<sup>2</sup> See **Appendix 1**.

<sup>3</sup> See **Appendix 2**.

# Investigation

## Investigation under subsection 43(13) of the OLA

After receiving the complaint on July 26, 2023, the Office of the Commissioner of Official Languages (OCOL) decided to proceed with an investigation under subsection 43(13) of the *Official Languages Act* of New Brunswick (OLA).

As a first step, on September 14, 2023, the OCOL had to contact the official languages coordinator for the Atlantic region at Royal Canadian Mounted Police (RCMP) “J” Division to determine which institution was the subject of this complaint. It was suggested that the OCOL contact the City of Dieppe, the third party of which is the Codiac detachment of the RCMP.

On November 9, 2023, the OCOL sent a notice of investigation to the chief administrative officer and city clerk of the City of Dieppe containing a request for information and a series of questions. On November 20, 2023, the assistant clerk at the City of Dieppe advised the OCOL that this RCMP detachment was not involved in the situation the complainant had brought to the OCOL’s attention:

*[translation]*

*Following receipt of your complaint, we have checked with Superintendent Benoît Joliette, the officer in charge of the RCMP’s Codiac Regional Detachment, who confirmed that the Codiac Regional Detachment of the RCMP, with which the city has a contractual agreement, was not involved in the events reported in your complaint, since Officer [name redacted] does not work for that detachment.*

*In other words, the City of Dieppe has no responsibility for this complaint, which should be brought to the attention of another entity, Highway Safety Enforcement.*

*I would therefore ask you to kindly confirm that the above-mentioned complaint against the City of Dieppe has been withdrawn.*

On December 20, 2023, the OCOL contacted the official languages coordinator for the Atlantic region at RCMP “J” Division again to request additional information. On January 3 and 4, 2024, the coordinator emailed to confirm that the officer in question was not an RCMP member but rather an acting officer whose home department was the Department of Justice and Public Safety. The coordinator went on to state that RCMP “J” Division was also not involved in this situation. However, she suggested that the OCOL contact the Department of Justice and Public Safety to deal with the complaint at hand. The OCOL thanked the official languages coordinator for this additional information, which enabled it to determine which institution was the subject of the complaint.

A notice of investigation dated January 16, 2024, was therefore sent to the Department of Justice and Public Safety (the institution). In this notice of investigation sent to the Deputy Minister of Justice and Public Safety, the institution was asked to inform the OCOL of its assessment of the facts concerning the allegations made by the complainant, provide any additional information that may be useful in this matter and answer a series of questions.

The following documents were attached to the notice of investigation:

- a) Violation ticket in English as provided by the complainant<sup>4</sup>
- b) Notice of trial in English as provided by the complainant<sup>5</sup>

### **Response from the institution**

On March 19, 2024, the institution forwarded to the OCOL its responses to the OCOL's questions. However, the institution's response does not include its assessment of the facts.

### **Actions taken by the institution**

The institution also informed the OCOL of the specific measures taken as a result of the investigation:

*While incidents of this nature are unfortunate, it offers us an opportunity to remind peace officers of their legal obligations to deliver services in both official languages.*

---

<sup>4</sup> See **Appendix 1**.

<sup>5</sup> See **Appendix 2**.

# Analysis

Relevant provisions of the *Official Languages Act* of New Brunswick (OLA) in this matter are as follows:

## **POLICING SERVICES**

### **Services provided by a peace officer**

**31(1)** Members of the public have the right, when communicating with a peace officer, to receive service in the official language of their choice and must be informed of that right.

**31(2)** If a peace officer is unable to provide service in the language chosen under subsection (1), the peace officer shall take whatever measures are necessary, within a reasonable time, to ensure compliance with the choice made under subsection (1).

**31(3)** A police force or agency, as the case may be, shall ensure the availability of the means necessary to respond to the choice made by a member of the public under subsection (1) and to support the obligation placed on a peace officer under subsection (2).

**31(4)** When determining if a peace officer has taken the measures necessary under subsection (2) within a reasonable time, a court shall consider the efforts made by the police force or agency to fulfil its obligations under subsection (3).

## **SERVICES DE POLICE**

### **Prestation de services par un agent de la paix**

**31(1)** Tout membre du public a le droit, lorsqu'il communique avec un agent de la paix, de se faire servir dans la langue officielle de son choix et il doit être informé de ce choix.

**31(2)** Lorsque l'agent de la paix n'est pas en mesure d'assurer la prestation des services dans la langue officielle choisie en vertu du paragraphe (1), il doit prendre les mesures nécessaires et ce dans un délai raisonnable pour lui permettre de répondre au choix fait par le membre du public au paragraphe (1).

**31(3)** Il incombe aux agences responsables ou aux corps policiers, le cas échéant, de veiller à mettre en œuvre les mesures nécessaires pour répondre au choix fait par un membre du public en vertu du paragraphe (1) et pour appuyer l'obligation de l'agent de la paix au sens du paragraphe (2).

**31(4)** Lorsqu'il détermine si l'agent de la paix a pris dans un délai raisonnable les mesures nécessaires que prévoit le paragraphe (2), le tribunal prend en compte les efforts qu'a déployés l'agence responsable ou le corps policier afin de s'acquitter des obligations que lui impose le paragraphe (3).

### **Questions asked by the OCOL and responses provided by the institution**

The questions asked by the Office of the Commissioner of Official Languages for New Brunswick (OCOL) in the notice of investigation covered several points, including compliance with the OLA, the active offer of service, continuity of service, official languages training for peace officers, the contingency plan, the linguistic profiles of peace officers, verification of compliance with linguistic obligations and service of equal quality.

This section examines the responses provided by the Department of Justice and Public Safety (the institution) to the questions addressing these points. Through its analysis, the OCOL concludes that the complaint is **founded**.

The questions asked by the OCOL and responses provided by the institution are reproduced in their entirety in **Appendix 3**.

### **Allegations neither confirmed nor denied**

The institution that is the subject of the complaint is required to provide all its services and communications in compliance with the OLA. The complaint relates to in-person services provided by a peace officer during a traffic stop when, according to the complainant, they received neither a proper active offer in both official languages nor service in their language of choice.

Based on the complainant's comments and the OCOL's observations, the substance of the allegations is as follows:

1. A proper active offer of service in both official languages was not made by the peace officer.
2. The peace officer ignored the complainant's choice of official language, French, by continuing the conversation in English and checking the "English" box on the violation ticket.
3. As a result, all documents related to the violation ticket were forwarded to the complainant in English.
4. Continuity of service was therefore not respected.

In its response, the institution states:

*The Officer does not recall if the proper active offer was provided at first contact and is unable to confirm or deny any error on his part. As a result, the Department has contacted the complainant and has advised them that the ticket and charges have been withdrawn.*

The OCOL wishes to emphasize that the situation of fact as described by the complainant is not denied by the institution. While the institution's responses do not contradict the



complainant's allegations, neither do they confirm them. However, the institution states it has cancelled the ticket and the charges against the complainant, which indicates to the OCOL that the institution is of the opinion that the allegations in this complaint may be founded. According to the institution, the peace officer in question does not recall the incident at issue. In the absence of further details from the institution, the only version of the complaint available to the OCOL is that reporting the complainant's personal experience during the traffic stop on July 21, 2023.<sup>6</sup> The OCOL does not dispute the veracity of the responses provided by the institution, nor can it doubt the good faith of the complainant.

## **Background**

The OCOL first had to determine which institution was the subject of the complaint. As described above, communications were sent to RCMP "J" Division and the City of Dieppe, both of which replied that they were not involved in the complaint.

The OCOL was subsequently informed that the peace officer in question was working for the Department of Justice and Public Security (the institution). According to that department's website,<sup>7</sup> Inspection and Enforcement New Brunswick

*is a non-direct policing and law enforcement service responsible for providing education, inspection, investigative and enforcement functions under provincial and federal legislation.*

*Peace officers with special constable appointment and inspectors within IENB provide services to the trucking industry, forestry sector, hunters, fishermen, off-road enthusiasts, motorists, the hospitality industry, various licensees and support many government services.*

To gain a better understanding of this entity's mandate, in its notice of investigation, the OCOL questioned the institution about the circumstances in which it calls on its peace officers to carry out highway patrols in New Brunswick. The institution responded as follows:

*All Justice and Public Safety Officers are appointed as peace officers under the New Brunswick Police Act and Motor Vehicle Act and have the authority to stop motor vehicles and address motor vehicle related offences. The Department of Justice and Public Safety does not have a highway patrol; however, peace officers do support and collaborate with police on a regular basis, including traffic enforcement initiatives.*

The institution adds the following:

---

<sup>6</sup> Although the complainant indicated to the OCOL that the incident took place on July 23, 2023, the dated ticket and the institution itself confirm that the incident instead occurred on July 21, 2023.

<sup>7</sup><https://www2.gnb.ca/content/gnb/en/departments/public-safety/law-enforcement-and-inspections/content/inspections-and-enforcement-new-brunswick.html>.

*Peace officers have a responsibility to ensure the safety of all motorists, in this case, the Peace Officer involved has a primary responsibility that focuses mostly on commercial traffic and off-road vehicle enforcement; however, all peace officers have authority to respond to instances of non-compliance by the operator of a passenger vehicle. Currently 5 peace officers are designated and dedicated to collaboration with the RCMP on traffic safety initiatives.*

## **Compliance with the OLA**

### Active offer of service

The obligations imposed by the OLA are clear: the institution must be able to communicate with the public and offer the public its services in both official languages. Furthermore, the institution must inform the public on first contact that its services are available in both official languages. In other words, the public should not have to request service in either official language, as both languages should already be offered by the institution's employees. This is what is called the "active offer of service."

The active offer of service in both official languages is extremely important, because if the offer is made in only one language, it is often unlikely that members of the public who wish to be served in the other official language will assert their language rights. Instead, they tend to accept being served in the language used by the employee to greet them. That is why a greeting such as "Hello/Bonjour" is so important, as it invites members of the public to use either of the two official languages when communicating with or receiving service from a government institution.

Subsection 31(1) of the OLA states:

**31(1)** Members of the public have the right, when communicating with a peace officer, to receive service in the official language of their choice and must be informed of that right.

**31(1)** Tout membre du public a le droit, lorsqu'il communique avec un agent de la paix, de se faire servir dans la langue officielle de son choix et il doit être informé de ce choix.

In addition, the OLA defines active offer as follows:

**28.1** An institution shall ensure that appropriate measures are taken to make it known to members of the public that its services are available in the official language of their choice.

**28.1** Il incombe aux institutions de veiller à ce que les mesures voulues soient prises pour informer le public que leurs services lui sont offerts dans la langue officielle de son choix.

Accordingly, the onus is on the institution and, by extension, its employees to inform members of the public that its services are available in both official languages at all times.

In its notice of investigation, the OCOL asked the institution to describe the procedure the peace officers follow, from highway patrol to issuance of a violation ticket. The institution responded as follows:

*Peace officers follow the following steps when interacting with the public.*

- Active offer of service in both official languages
- Identification of peace officer
- Explanation of the reason for the interaction
- Document service, explanation of the process and issuing of violation.

**(Emphasis added)**

Even in its own procedures, the institution lists “Active offer of service” as a first step, demonstrating its commitment to upholding its linguistic obligations.

In the situation at issue, however, the peace officer asked in English, “What is your language of choice?” and the OCOL is of the opinion that this offer was inadequate, as it was not made in both official languages. According to the complainant, the peace officer indicated that his French was poor and that he wanted to continue in English despite the complainant’s response, “Français, s’il vous plaît,” to indicate that they wished to be served in French. The complainant therefore considers that their language rights under the OLA were not respected, as they did not receive service in French.

Moreover, in its reply, the institution states:

*The Officer should have ... used the following wording.*

*“Hello. Bonjour, It’s your right to be served in English or French. C’est votre droit d’être servi en français ou en anglais. What is your choice? Quel est votre choix?”*

The OCOL is of the opinion that, according to the OLA, the active offer of service must be made at all times, regardless of the circumstances and without undue delay, and has determined that in the situation at hand, this part of the complaint is founded.

#### **Recommendation No. 1**

**The Office of the Commissioner recommends that the institution continue to provide regular reminders to all its peace officers about the importance of making the active offer properly in both official languages upon first contact with a member of the public.**

### Continuity of service in French

The purpose of the active offer of service is to determine the official language of choice of members of the public, which, once established, must be respected. This is what is called “continuity of service.” If an institution fails to maintain continuity of service, then there is a chance that the public will accept the language used by the institution’s employee, which is not the public’s duty whatsoever. In fact, this goes contrary to obligations under the OLA and, in some cases, forces members of the public to assert their language rights.

According to the complainant, the peace officer ignored their choice of official language. He allegedly did not wait to hear the complainant’s response to the active offer and continued to serve them in the other official language. Additionally, when he filled out the violation ticket, he checked “English” instead of the complainant’s language of choice. Consequently, all documents related to this violation ticket were sent to the complainant in the other official language, English.

Therefore, according to the OCOL, the institution failed to maintain continuity of service in French, which is contrary to its linguistic obligations under the OLA. Once again, in the absence of any indication to the contrary from the institution, the OCOL determines that this part of the complaint is founded.

#### **Recommendation No. 2**

**The Office of the Commissioner recommends that the institution remind all its peace officers to wait for the response to the active offer of service before continuing the conversation, in the interest of maintaining continuity of service in the language of choice of members of the public as well as respect for their language rights.**

### **Official languages training**

With respect to training, the institution confirms that all its peace officers are trained on the institution’s official languages obligations and that the importance of the active offer and continuity of service “is standard in all training and re-enforced regularly.”

The institution then adds:

- All peace officers;
  - *Must complete official languages eLearning modules,*
    - *Language of Service, and*
    - *Language of work.*
  - *Are required to learn and have a working understanding of policies and guidelines as per the administrative manual AD-2919 Language of Service and AD-2920 Language of Work.*

- *Must review Official Language policies twice a year, at the mid-year review and annual review.*
- *Are issued official language “pocket translators”.*
- *Have access to fully bilingual peace officers as support to ensure language requirements are met.*
- *Receive continuous training in law, which includes the “active offer” and its importance and legal requirements.*

**(Emphasis added)**

The OCOL acknowledges that the institution provides its peace officers with extensive training and follow-up and ensures that they all review its policies annually. The OCOL also acknowledges that, despite the fact that the peace officer in question was unable to confirm or deny the complainant’s allegations, the institution has implemented concrete measures to remedy the potential violation of the OLA and to prevent such a situation from recurring. In its response to the OCOL, it states:

*The Officer does not recall if the proper active offer was provided at first contact and is unable to confirm or deny any error on his part.*

*I can confirm that measures have been put in place to properly address this instance and re-enforce the importance of official language legislation, policies, and the rights of citizens.*

*We commit to a continued yearly review of policies and training on the subject including regular quality assurance initiatives through the review of body worn camera footage.*

It is to be noted that the OCOL expresses its opinion regarding the use of “pocket translators” later in this report.

### **Contingency plan**

An important aspect of respecting the obligation to provide continuity of service is the contingency plan: an emergency plan for ensuring service in the other official language without undue delay. When employees do not have the appropriate proficiency in the official language requested, they must be able to refer to a specific and effective contingency plan for calling on a colleague who can provide the service.

It should be noted that, under the OLA, only peace officers have “a reasonable time” within which to do what is necessary to provide service in the language of choice of a member of the public. The institution consequently has certain leeway within which to find a way to respond in the language of choice; however, the obligation remains.

Since the officer in question does not clearly recall this particular traffic stop, it is impossible to know precisely whether this officer did indeed follow the instructions in the contingency plan established by the institution. However, in response to the question regarding the existence of a contingency plan, the institution stated that:

*the Officer had his issued pocket translator, and had access to numerous bilingual speaking Provincial and Federal Law Enforcement Officers.*

The OCOL also asked a question concerning the formal steps the peace officer should have followed, and the institution refers to a contingency plan he should have been familiar with:

*if unable to provide the service, the officer should have relied upon the many resources available to him including the pocket translator or a bilingual officer to ensure proper service.*

The OCOL concludes that the institution has a contingency plan and has already taken the initiative to inform its employees about it. It is impossible for the OCOL to determine with certainty whether the peace officer in question knew about this contingency plan or simply ignored it. Despite this, the OCOL takes this opportunity to make the following recommendation:

**Recommendation No. 3**

**The Office of the Commissioner recommends that the institution remind its peace officers of its contingency plan so that, in situations where a member of the public chooses the language of service other than the one in which the officer is proficient, the officer may refer to the specific steps in this contingency plan to ensure that all of the institution's services are offered in equal quality in both official languages within a reasonable time.**

**Staff linguistic profile**

The institution is required to ensure members of the public can access all of its services in both official languages at all times. However, it is not necessary for all employees to be bilingual. Institutions may, and generally do, adopt a team approach, in which a sufficient number of unilingual or bilingual employees work together to offer service to the public in both official languages.

If a member of the public requests service in the other official language, a unilingual employee may ask for the help of a colleague with the language proficiency required to offer the service. Because of this, the institution must ensure, when staffing peace officers during all shifts, that a sufficient number of employees are on duty who speak each official language to provide every service in equal quality in both official languages and without undue delay. This obligation remains even during staff shortages or other unforeseen events.

In its response, the institution indicates that it has approximately “70 Highway Safety Enforcement Officers appointed as peace officers with the Inspection and Enforcement New Brunswick.” Of these, the linguistic profile includes 39 peace officers proficient in English only and 31 peace officers proficient in both languages. According to the institution, there are no peace officers proficient in French only.

The OCOL asked a question regarding how many peace officers were on duty in the area where the incident described by the complainant occurred on July 21, 2023, to which the institution replied:

*The traffic stop occurred on July 21, 2023; 14 peace officers were on duty. 13 of the 14 peace officers were able to provide services in both official languages.*

How is it then that the complainant could not be served in their official language of choice, French, if 13 of the 14 peace officers were “able to provide services in both official languages”? According to the complainant, the peace officer continued speaking in English, and they do not indicate that the officer contacted another officer who was proficient in the official language of choice.

When asked whether the peace officers were able to provide services in both official languages at all times, the institution responded that they were. Without knowing the version of events of the officer in question, the OCOL can only conclude that in the incident reported by the complainant, the peace officer did not contact another peace officer to assist him and that this part of the complaint is founded.

#### **Recommendation No. 4**

**The Office of the Commissioner recommends that the institution remind its peace officers who do not have the necessary language skills in order to provide service in the second official language of their obligation to call upon a colleague to provide service in the language of choice of the member of the public within a reasonable time.**

#### **Official languages compliance audits**

In its notice of investigation, the OCOL included some questions concerning regular reminders by the institution to its peace officers as well as verification of compliance with linguistic obligations under the OLA. Although the institution reiterated that the officer did not recall the incident in question and that it was impossible to confirm whether he had followed established instructions, the institution informed the OCOL of the measures taken when its employees fail to follow directives:

*The officer does not completely recall the situation; however, advises that he does not refuse or ignore any requests for service in either of the official languages. Coaching,*

*training, and progressive discipline is applied to all peace officers who ignore government policies and/or legislation.*

The institution also indicates as follows:

*Officers are monitored by their supervisor when practical. The recent introduction of body worn cameras has provided for added accountability for peace officers and an excellent quality assurance mechanism for the department. This incident occurred prior to the issuance of body worn cameras.*

And

*Current practice is to randomly review video coverage of body worn cameras ... Body worn cameras record audio and visual footage. The cameras are activated by the officers at each interaction with the public.*

In the opinion of the OCOL, this shows that the institution places great importance on delivering its services in accordance with its linguistic obligations. It indicates that peace officers are monitored and, depending on the situation, subject to training or disciplinary action if they fail to follow instructions.

### **Equal quality of service**

As explained above, in its response to the OCOL, the institution states repeatedly that the peace officer in question should have followed the formal steps for offering the institution's services in the complainant's official language of choice:

*The Officer does not completely recall the instance; however, if unable to provide the service, the officer should have relied upon the many resources available to him including the pocket translator or a bilingual officer to ensure proper service.*

The mention of a "pocket translator" worries the OCOL.

On July 15, 2024, an OCOL investigator emailed the institution's official languages coordinator to request clarifications concerning the pocket translator, as mentioned in the institution's response. The OCOL wondered whether it was an electronic device used to translate what a peace officer or member of the public was saying.

On July 16, 2024, the coordinator emailed the OCOL with an explanation regarding this pocket translator, which is actually a laminated piece of paper with a list of words and expressions that a peace officer can use as required, a copy of which is appended hereto.<sup>8</sup> It is a quick reference tool that peace officers who lack language skills in one of the official languages can

---

<sup>8</sup> See **Appendix 4**.



use to communicate with members of the public by referring to a series of phrases with corresponding translations and explanations.

According to Department of Justice and Public Safety Policy 1.3.7,<sup>9</sup> *Official Languages Act Policy*,

*The ‘Pocket Translator’ includes common expressions in English and French that will assist officers and employees to inform the person being dealt with of their right for service in either official language.*

However, on reading through this pocket translator, the OCOL noted two points in particular:

4. *Voulez-vous être servi en français? (Would you like to be served in French?)*
5. *Je ne comprends pas le français. (I don’t understand French.)*

In the first instance, asking whether a member of the public would like to be served in French is not an acceptable active offer. As mentioned above, an active offer is made in both official languages. The expressions “Voulez-vous être servi en français? or “Would you like to be served in English?” do not constitute an active offer, as the institution does not indicate that its services are available in both official languages. However, in its official languages policy, the institution proposes wording its active offer as follows:<sup>10</sup>

**Active Offer**

Hello, Bonjour, it’s your right to be served in English or French  
- C’est votre droit d’être servi en français ou anglais. What is  
your choice? Quel est votre choix?

If you are unable to provide service in the language requested,  
please state:

Si vous n’êtes pas en mesure de fournir un service dans la  
langue demandée, veuillez dire ce qui suit :  
One moment please. Un instant s’il vous plaît.

Second, the OCOL notes that the pocket translator contains the expression “Je ne comprends pas le français (I don’t understand French).” The OCOL discourages the use of this expression because it is contrary to the Government of New Brunswick’s *Official Languages – Language of Service Policy and Guidelines*:<sup>11</sup>

<sup>9</sup> <https://www2.gnb.ca/content/dam/gnb/Departments/ps-sp/pdf/IENB/policies-politiques/1.3.7-official-languages-act-policy.pdf>

<sup>10</sup> Ibid., p. 5.

<sup>11</sup> [https://www2.gnb.ca/content/gnb/en/departments/intergovernmental\\_affairs/canadian-francophonie/policies-guidelines/language\\_service.html](https://www2.gnb.ca/content/gnb/en/departments/intergovernmental_affairs/canadian-francophonie/policies-guidelines/language_service.html).

*Under no circumstances should an employee apologize for a lack of language skills or enter into a conversation with a client in the language not chosen by the client.*

.....  
*If the employee extending the active offer of service is unable to serve the client in the language chosen, the employee should say “Un moment, s’il vous plaît” or “One moment please” depending on the language used by the client and immediately request that an employee with the required language skills serve the client. An employee should not proceed to serve the client in the language not chosen by the client.*

*It is important to note that the language of choice refers to the client’s language of choice and not the employee’s language of choice.*

Moreover, stating that one is not proficient in the official language chosen by the member of the public sometimes obliges the latter to communicate in the language used by the peace officer. The OCOL considers that the “pocket translator” does not comply with obligations under the OLA. The OCOL therefore recommends that the institution revise its pocket translator:

**Recommendation No. 5**

**The Office of the Commissioner recommends that the institution immediately review and update the “pocket translator” for peace officers in accordance with the Government of New Brunswick’s *Official Languages – Language of Service Policy and Guidelines* to ensure it is providing its services in the official language of choice of any member of the public at all times.**

The pocket translator is a useful tool for getting by in situations where the official language of choice of a member of the public differs from the official language used by a peace officer. Depending on the circumstances, the scenario like the one described in the pocket translator cannot always be followed. What happens when the peace officer needs to explain in detail to the member of the public why they have been stopped? What happens if the member of the public provides information that the peace officer does not understand?

In this situation, there is a strong possibility of a misunderstanding because one of the two parties may not understand what is going on beyond the scope of the pocket translator. In these cases, the institution refers to the second point of its contingency plan, “immediate access to bilingual officers.” The complainant’s allegations do not include any indication that the officer contacted another officer who had the necessary language skills. The peace officer in question allegedly continued the conversation in his, not the complainant’s, language of choice without seeking assistance from another peace officer.

Subsection 31(2) of the OLA states:

**31(2)** If a peace officer is unable to provide service in the language chosen under subsection (1), the peace officer shall take whatever measures are necessary, within a reasonable time, to ensure compliance with the choice made under subsection (1).

**31(2)** Lorsque l'agent de la paix n'est pas en mesure d'assurer la prestation des services dans la langue officielle choisie en vertu du paragraphe (1), il doit prendre les mesures nécessaires et ce dans un délai raisonnable pour lui permettre de répondre au choix fait par le membre du public au paragraphe (1).

This being the case, the OCOL wonders how the service is provided by another peace officer: is it service offered in person, or is it service offered through an electronic device such as a cellphone or radio?

In the past, the OCOL has determined that service provided through the use of technology, whether telephone, videoconference or other means, does not constitute service of equal quality to in-person service. Not only must institutions subject to obligations under the OLA provide all communications and services in both official languages, the communications and services provided must also be of equal quality in both official languages.

With respect, the OCOL wishes to remind the institution that, even as an option of last resort, the use of any technological device to provide service in either of the two official languages is unacceptable since the members of the two linguistic communities are entitled to service of equal quality regardless of the language in which they choose to receive service. The use of translation technology is merely an accommodation on the part of the institution to the citizen, not service of equal quality in the two official languages. Therefore, the OCOL cannot accept this procedure.

In previous investigations, the OCOL has even recommended that the institution cease claiming that the use of such a system meets its obligations under the OLA with regard to the provision of services, since the use of this system does not constitute equal service either within the meaning of the OLA or in the view of the OCOL.

The institution should therefore advise its employees to use this system only to serve clients who speak a language other than English or French, the only two official languages in New Brunswick, and, once again, to cease claiming that the use of this system meets its obligations under the OLA.

In *R. v. Beaulac*, [1999] 1 S.C.R. 768, the Supreme Court of Canada clearly indicated as follows:

*39 [...] in the context of institutional bilingualism, an application for service in the language of the official minority language group must not be treated as though there*

*was one primary official language and a duty to accommodate with regard to the use of the other official language. The governing principle is that of the equality of both official languages.*

Justice LeBlanc also made this clear in the court case between Her Majesty the Queen in right of the Province of New Brunswick, as represented by Treasury Board on behalf of the EM/ANB Inc. ... and Canadian Union of Public Employees, Local 4848, Respondent, and Office of The Commissioner of Official Languages for New Brunswick:<sup>12</sup>

*... [T]he Beaulac decision, if not the Doucet decision, clearly established that the use of a radio or phone systems was not sufficient to fulfill the obligations under the Charter and the OLA, as it is not a service of equal quality. While the use of a radio or phone system might be acceptable in cases where a member of the public does not speak either of the two official languages, it does not, in matters regarding official languages, constitute a service of equal quality and would be "something in the nature of a request for accommodation" which, in matters of official languages, was proscribed in Beaulac, supra, and in the decisions that followed, including those decisions from our Court of Appeal.*

The OCOL therefore advises the institution that if it encourages its employees to propose that the public choose between inferior service in their official language of choice and immediate service in the other official language, the institution is not recognizing the equality of the two official linguistic communities in New Brunswick. In this regard, the use of translation technology must be an instrument of last resort, not one to be relied upon instead of providing service in person in the official language of choice of any member of the public.

**Recommendation No. 6**

**The Office of the Commissioner recommends that the institution review its contingency plan to ensure that, when a peace officer wishes to seek assistance from another peace officer having the necessary language skills in either official language, the latter can provide all services in person and not through an electronic device, so that the service is of equal quality in both official languages, within a reasonable time.**

---

<sup>12</sup> 2019 NBQB 97.

# Conclusion and Recommendations

The investigation of the Office of the Commissioner of Official Languages made it possible to establish that, for the reasons stated in this report, the complaint is **founded** and that the Department of Justice and Public Safety (the institution) failed to meet its obligations under the *Official Languages Act* of New Brunswick (the OLA).

Having established that the complaint is founded, the Commissioner makes the following recommendations:

1. **THAT** the institution continue to provide regular reminders to all its peace officers about the importance of making the active offer properly in both official languages upon first contact with a member of the public;
2. **THAT** the institution remind all its peace officers to wait for the response to the active offer of service before continuing the conversation, in the interest of maintaining continuity of service in the language of choice of members of the public as well as respect for their language rights;
3. **THAT** the institution remind its peace officers of its contingency plan so that, in situations where a member of the public chooses the language of service other than the one in which the officer is proficient, the officer may refer to the specific steps in this contingency plan to ensure that all of the institution's services are offered in equal quality in both official languages within a reasonable time;
4. **THAT** the institution remind its peace officers who do not have the necessary language skills in order to provide service in the second official language of their obligation to call upon a colleague to provide service in the language of choice of the member of the public within a reasonable time;
5. **THAT** the institution immediately review and update the "pocket translator" for peace officers in accordance with the Government of New Brunswick's *Official Languages – Language of Service Policy and Guidelines* to ensure it is providing its services in the official language of choice of any member of the public at all times;
6. **THAT** the institution review its contingency plan to ensure that, when a peace officer wishes to seek assistance from another peace officer who is proficient in the other official language, this other

**peace officer can provide all services in person and not through an electronic device, so that the service is of equal quality in both official languages, within a reasonable time.**

Pursuant to subsection 43(16) of the OLA, we submit this report to the Deputy Minister of Justice and Public Safety, to the complainant and to the Premier. We also submit it to the Clerk of the Executive Council and to the Executive Director of the Official Languages Secretariat.

Pursuant to subsection 43(18) of the OLA, if the complainant is dissatisfied with the conclusions presented following this investigation, they may apply to the Court of King's Bench of New Brunswick for a remedy.

Shirley C. MacLean, K.C.  
Commissioner of Official Languages for New Brunswick  
Signed at the City of Fredericton,  
Province of New Brunswick,  
**This 17th day of September 2024**

# APPENDIX 1

## Violation ticket in English as provided by the complainant

FORM 13.1 / FORMULE 13.1

**VIOLATION TICKET**  
PROVINCIAL OFFENCES PROCEDURE ACT,  
S.B.R. 1988-P.22 & L. 16.29  
PROVINCE OF NEW BRUNSWICK  
CANADA

**BILLET DE VIOLATION**  
LOI SUR LA PROCÉDURE APPLICABLE AUX  
INFRACTIONS PROVINCIALES,  
L.N.B. 1988-c.4, P.22, L.16, 29  
PROVINCE DU NOUVEAU-BRUNSWICK  
CANADA

CHOSEN LANGUAGE / LANGUE CHOISIE  ENGLISH / ANGLAIS  FRANÇAIS / FRENCH

TO DESTINATAIRE: [REDACTED]

OF DE: [REDACTED]

NUMBER AND STREET / NUMÉRO ET RUE: [REDACTED] NB [REDACTED] E [REDACTED]

MUNICIPALITY / MUNICIPALITÉ: [REDACTED] PROV. or STATE / PROV. ou ÉTAT: [REDACTED] POSTAL CODE / ZIP CODE: [REDACTED]

SEX/SEX: [REDACTED] D.O.B./D.N: [REDACTED] DRIVER'S LICENCE NO./N. DE PERMIS DE CONDUIRE: [REDACTED] PROV. or STATE / PROV. ou ÉTAT: [REDACTED]

PLATE NO./N. DE PLAQUE: [REDACTED] PROV.: [REDACTED] VIA: [REDACTED] MAKE/MARQUE: [REDACTED] MODEL/MOÈLE: [REDACTED]

R.O./P.L. NATIONAL SAFETY CODE NUMBER/NUMÉRO DU CODE CANADIEN DE SÉCURITÉ: [REDACTED]

**YOU ARE CHARGED WITH THE FOLLOWING OFFENCE:**  
**VOUS ÊTES ACCUSÉ(E) DE L'INFRACTION SUIVANTE:**  
not wearing seat belt (driver)  
*"Not medically exempt-??"*

AT OR NEAR / À OU PRÈS DE: HIGHWAY 15 MARKER 14, DIEPPE NB [REDACTED] (N.-B.)

ON OR ABOUT / LE OU VERS LE: 2023-07-21 at 08:20  
VIA HIGHWAY / PAR VOIE: 14

IN VIOLATION OF / EN CONTRAVENTION DE: MOTOR VEHICLE ACT 200.1(3)

**PAYMENT OPTION / OPTION DE PAIEMENT**  
READ THE OTHER SIDE OF THIS VIOLATION TICKET. IT CONTAINS IMPORTANT INFORMATION. LISEZ L'AUTRE CÔTÉ DU PRÉSENT BILLET DE VIOLATION. IL RENFERME DES RENSEIGNEMENTS IMPORTANTS.

\$172.50

YOU MAY RESPOND NO LATER THAN 4:30 P.M. VOUS POUVEZ RÉPONDRE AU PLUS TARD À ON THE 4 DAY OF September 2023 16H30 LE 4

BY: PAYING THE FIXED PENALTY AT SERVICE NEW BRUNSWICK OR SOIT EN PAYANT LA PÉNALITÉ PRÉVUE À SERVICE NOUVEAU-BRUNSWICK OU

FILING A NOTICE OF DISPUTE WITH THE COURT INDICATED BELOW EN DÉPOSANT UN AVIS DE CONTESTATION À LA COUR NOMMÉE CI-DESSOUS

PROVINCIAL COURT  COUR PROVINCIALE  
YOUTH COURT  TRIBUNAL POUR ADOLESCENTS

Moncton Provincial Court, Moncton Law Courts 145, Assumption Blvd. P.O. Box 5001, Moncton, NB, E1C 8R3

ADDRESS/ADRESSE

I CERTIFY THAT I SERVED A VIOLATION TICKET, OF WHICH THIS IS A DUPLICATE, ON THE DEFENDANT BY DELIVERING IT TO THE DEFENDANT PERSONALLY.  
 JE CERTIFIE AVOIR SIGNIFIÉ AU DÉFENDEUR UN BILLET DE VIOLATION, LE PRÉSENT DOCUMENT EN CONSTITUANT LE DUPLICATA, EN LE LUI REMETTANT PERSONNELLEMENT.

DATE: 2023-07-21

SIGNATURE: [REDACTED]

AGENCY/AGENCE: [REDACTED] OFFICE/BUREAU: 8655 OFFICER/AGENT: [REDACTED]

YOU HAVE THE RIGHT TO CHOOSE THE OFFICIAL LANGUAGE IN WHICH THE PROCEEDINGS WILL BE CONDUCTED, EITHER ENGLISH OR FRENCH.

YOU HAVE THE RIGHT TO RETAIN AND INSTRUCT COUNSEL.

IF YOU DO NOT PAY THE FIXED PENALTY OR FILE A NOTICE OF DISPUTE BY THE DUE DATE STATED ON THIS TICKET, YOU WILL BE DEEMED CONVICTED OF THE OFFENCE AND FINED.

**YOUR OPTIONS:**

**1) VOLUNTARY PAYMENT**

IF YOU DO NOT WISH TO DISPUTE THIS CHARGE AGAINST YOU, YOU MAY PAY THE FIXED PENALTY STATED ON THIS TICKET AT ANY ADDRESS OR OFFICE OF SERVICE NEW BRUNSWICK (SNB), BY CALLING SNB TELESERVICES (1-888-762-8600) OR ONLINE AT WWW.SNB.CA. YOU WILL BE DEEMED TO HAVE BEEN CONVICTED OF THE OFFENCE CHARGED AND THE FIXED PENALTY PAID BY YOU WILL COUNT AS FULL PAYMENT OF THE FINE IMPOSED. PLEASE PROVIDE THIS TICKET WITH YOUR PAYMENT. DO NOT SEND CASH BY MAIL. MAKE MONEY ORDERS, CHEQUES OR CERTIFIED CHEQUES PAYABLE TO:

A) FOR AN OFFENCE UNDER AN ACT OR REGULATION, MINISTER OF FINANCE'S OFFICE

B) FOR AN OFFENCE UNDER A LOCAL GOVERNMENT BY-LAW, THE LOCAL GOVERNMENT NAMED ON THIS TICKET.

MARK THE VIOLATION TICKET NUMBER ON ANY MONEY ORDER, CHEQUE OR CERTIFIED CHEQUE USED FOR PAYMENT OR PROVIDE THE TICKET NUMBER WHEN REQUESTED TO DO SO.

**2) NOTICE OF DISPUTE**

IF YOU WISH TO

- PLEAD NOT GUILTY AND DISPUTE THE CHARGE SET OUT IN THE TICKET, OR
- PLEAD GUILTY AND MAKE SUBMISSIONS RESPECTING THE PORTION OF THE FIXED PENALTY REPRESENTING THE SURCHARGE PAYABLE UNDER THE VICTIMS SERVICES ACT

YOU MUST FILE A NOTICE OF DISPUTE WITH THE COURT. YOU MAY OBTAIN A NOTICE OF DISPUTE FROM ANY PROVINCIAL COURT OR SERVICE NEW BRUNSWICK LOCATION, OR ONLINE AT WWW.SNB.CA. ONCE YOU HAVE COMPLETED FILLING OUT THE FORM, FILE IT WITH THE COURT LISTED ON THIS TICKET ON OR BEFORE THE DATE INDICATED ON THIS TICKET. THE COURT WILL INFORM YOU OF THE DATE AND PLACE FOR TRIAL (OR HEARING).

IF YOU DO NOT APPEAR IN COURT AT THE TIME AND PLACE SET FOR TRIAL OR HEARING, A CONVICTION MAY BE ENTERED INTO THE RECORD, AND THE FIXED PENALTY AMOUNT INDICATED ON THIS TICKET WILL BECOME IMMEDIATELY DUE AND PAYABLE. IF THIS OCCURS, YOU WILL RECEIVE A LETTER FROM THE COURT INDICATING THE AMOUNT OF THE FINE, THE PAYMENT DETAILS AND THE CONSEQUENCES OF ANY NON-PAYMENT OF A FINE IMPOSED.

THE FIXED PENALTY STATED ON THIS VIOLATION TICKET INCLUDES ANY SURCHARGE PAYABLE UNDER THE VICTIMS SERVICES ACT AND AN ADMINISTRATIVE FEE OF \$4.50.

VOUS AVEZ LE DROIT DE CHOISIR LA LANGUE OFFICIELLE DANS LAQUELLE L'INSTANCE AURA LIEU, SOIT LE FRANÇAIS OU L'ANGLAIS.

VOUS AVEZ LE DROIT DE RETENIR LES SERVICES D'UN AVOCAT.

SI VOUS NE PAYEZ PAS LA PÉNALITÉ PRÉVUE OU SI VOUS NE DÉPOSEZ PAS UN AVIS DE CONTESTATION AU PLUS TARD À LA DATE INDIQUÉE SUR CE BILLET, VOUS SEREZ RÉPUTÉ(E) AVOIR ÊTE DÉCLARÉ(E) COUPABLE DE L'INFRACTION ET PUNIRÉ(E) D'UNE AMENDE.

**VOS OPTIONS:**

**1) PAIEMENT VOLONTAIRE**

SI VOUS NE SOUHAITEZ PAS CONTESTER L'ACCUSATION PORTÉE CONTRE VOUS, VOUS POUVEZ PAYER LA PÉNALITÉ PRÉVUE MENTIONNÉE SUR CE BILLET À TOUTE ADRESSE OU À TOUT BUREAU DE SERVICES NOUVEAU-BRUNSWICK (SNB) PAR TÉLÉPHONE AUX TÉLÉSERVICES DE SNB (1-888-762-8600) OU EN LIGNE À L'ADRESSE WWW.SNB.CA. VOUS SEREZ RÉPUTÉ(E) AVOIR ÊTE DÉCLARÉ(E) COUPABLE DE L'INFRACTION REPROCHÉE, ET LA PÉNALITÉ PRÉVUE QUE VOUS AUREZ PAYÉE REPRÉSENTERA LE PLEIN MONTANT DE L'AMENDE INFLIGÉE. VEUILLEZ JOINDRE CE BILLET À VOTRE PAIEMENT. N'ENVOYEZ PAS D'ARGENT COMPARTANT PAR LA POSTE. ÉTABLISSEZ VOS MANDATS POSTE, CHEQUES OU CHEQUES CERTIFIÉS À L'ORDRE:

A) DU MINISTRE DES FINANCES DU NOUVEAU-BRUNSWICK, EN CAS D'INFRACTION À UNE LOI OU À UN RÈGLEMENT;

B) DU GOUVERNEMENT LOCAL NOMMÉ SUR CE BILLET, EN CAS D'INFRACTION À UN ARRÊTÉ DE CE GOUVERNEMENT LOCAL.

VOUS DEVEZ INDIQUER LE NUMÉRO DU BILLET DE VIOLATION SUR LE MANDAT POSTE, LE CHEQUE OU LE CHEQUE CERTIFIÉ SERVANT AU PAIEMENT OU FOURNIR CE NUMÉRO SUR DEMANDE.

**2) AVIS DE CONTESTATION**

SI VOUS SOUHAITEZ

- PLAIDER NON COUPABLE ET CONTESTER L'ACCUSATION INDIQUÉE SUR CE BILLET, OU
- PLAIDER COUPABLE ET PRÉSENTER DES OBSERVATIONS QUANT À LA PARTIE DE LA PÉNALITÉ PRÉVUE QUI REPRÉSENTE LE MONTANT SUPPLÉMENTAIRE EXIGÉ EN VERTU DE LA LOI SUR LES SERVICES AUX VICTIMES

VOUS DEVEZ DÉPOSER UN AVIS DE CONTESTATION APRÈS DE LA COUR. VOUS POUVEZ OBTENIR UN AVIS DE CONTESTATION APRÈS D'UNE COUR PROVINCIALE OU DE TOUT BUREAU DE SERVICES NOUVEAU-BRUNSWICK OU EN LIGNE À L'ADRESSE WWW.SNB.CA. DÉPOSEZ LE FORMULAIRE DUMENT REMPLI APRÈS DE LA COUR NOMMÉE SUR CE BILLET AU PLUS TARD À LA DATE Y INDIQUÉE. LA COUR VOUS INFORMERA DES DATE, HEURE ET LIEU DU PROCÈS (OU DE L'AUDIENCE).

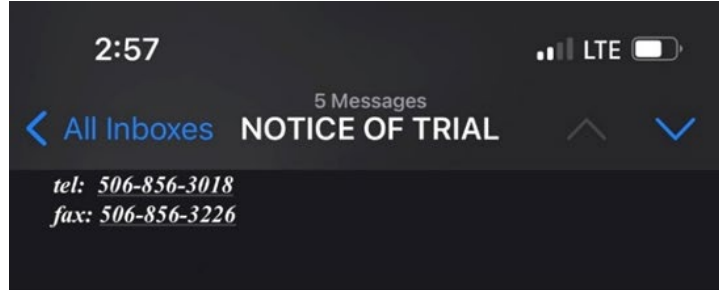
SI VOUS NE COMPAREZ PAS EN COUR AUX DATE, HEURE ET LIEU FIXÉS POUR VOTRE PROCÈS OU AUDIENCE, UNE DÉCLARATION DE CULPABILITÉ POURRA ÊTRE INSCRITE AU DOSSIER, ET LE MONTANT DE L'AMENDE INDIQUÉE SUR CE BILLET SERA IMMÉDIATEMENT EXIGIBLE. EN PARER, CAS, VOUS RECEVREZ UNE LETTRE DE LA COUR PRÉCISANT LE MONTANT DE L'AMENDE, LES MODALITÉS DU PAIEMENT ET LES CONSÉQUENCES DE TOUT NON-PAIEMENT.

LA PÉNALITÉ PRÉVUE MENTIONNÉE SUR CE BILLET DE VIOLATION COMPREND TOUT MONTANT SUPPLÉMENTAIRE EXIGÉ EN VERTU DE LA LOI SUR LES SERVICES AUX VICTIMES, AINSI QUE DES FRAIS D'ADMINISTRATION DE 4,50 \$.



## APPENDIX 2

### Notice of trial in English as provided by the complainant



File / Dossier : [REDACTED]  
Police File / Dossier de police : [REDACTED]  
Date of Birth / Date de naissance : [REDACTED]

Notice of trial or  
submission hearing



Avis de procès ou  
d'audience pour présenter des  
observations

CANADA  
PROVINCE OF NEW BRUNSWICK  
PROVINCIAL COURT

CANADA  
PROVINCE DU NOUVEAU-BRUNSWICK  
COUR PROVINCIALE



Ticket Number: [REDACTED]  
Charge: 200.1(3)MVA  
Officer: [REDACTED]  
Violation date: July 21, 2023

Numéro du billet :  
Accusation :  
Agent :  
Date de la violation :

Disputing:  
 Charge  
 Surcharge portion of the fixed penalty

Contester :  
 L'accusation  
 La partie de la suramende compensatoire de la peine

Date and time of trial or submission hearing:  
  
Tuesday, October 8, 2024  
at  
9:30am  
at  
Moncton  
(145, Assumption Blvd., Moncton, NB E1C 8R3)

Date et heure du procès ou de l'audience pour présenter des observations :

à  
à

Language of proceedings:  
 English  French

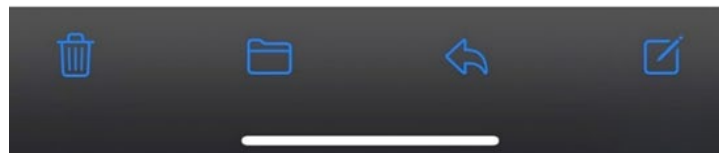
Langue de la procédure :  
 Français  Anglais

Dated September 23, 2023 at Moncton, New Brunswick.

Fait le date à , Nouveau-Brunswick.

Tina Richard

Signature of designated court official / Signature du représentant désigné du tribunal



## APPENDIX 3

### Questions asked by the OCOL and responses provided by the institution

The questions asked by the OCOL and responses provided by the institution are translated here in their entirety.

**Question 1a: Under what circumstances are peace officers from the Department of Justice and Public Safety used for highway patrol in New Brunswick?**

RESPONSE: *All Justice and Public Safety Officers are appointed as peace officers under the New Brunswick Police Act and Motor Vehicle Act and have the authority to stop motor vehicles and address motor vehicle related offences. The Department of Justice and Public Safety does not have a highway patrol; however, peace officers do support and collaborate with police on a regular basis, including traffic enforcement initiatives.*

**Question 1b: Can you describe the steps taken by these peace officers, from the highway patrol to the issuance of a violation ticket?**

RESPONSE: *Peace officers follow the following steps when interacting with the public.*

- *Active offer of service in both official languages*
- *Identification of peace officer*
- *Explanation of the reason for the interaction*
- *Document service, explanation of the process and issuing of violation.*

**Question 1c: Is highway patrol a regular task for your department's peace officers?**

RESPONSE: *Peace officers have a responsibility to ensure the safety of all motorists, in this case, the Peace Officer involved has a primary responsibility that focuses mostly on commercial traffic and off-road vehicle enforcement; however, all peace officers have authority to respond to instances of non-compliance by the operator of a passenger vehicle. Currently 5 peace officers are designated and dedicated to collaboration with the RCMP on traffic safety initiatives.*

**Question 2a: Have these peace officers received training in official languages so that they can provide service of equal quality to members of the two official language communities at all times, without undue delay?**

RESPONSE: *All peace officers*

- *Must complete Official Languages eLearning modules,*
  - *Language of Service, and*
  - *Language of work.*

- *Are required to learn and have a working understanding of policies and guidelines as per the administrative manual AD-2919 Language of Service and AD-2920 Language of Work.*
- *Must review Official Language policies twice a year, at the mid-year review and annual review.*
- *Are issued official languages “pocket translators”.*
- *Have access to fully bilingual peace officers as support to ensure language requirements are met.*
- *Receive continuous training in law, which includes the “active offer of service” and its importance and legal requirements.*

**Question 2b:** *Is the importance of the active offer and continuity of service in the language of choice of a member of the public included in training?*

RESPONSE: *This is standard in all training and re-enforced regularly.*

**Question 4:** *According to the complainant, after failing to make an active offer of service in both official languages, the peace officer also ignored the complainant’s choice of official language when they responded to him, due to his lack of proficiency in French. He allegedly even selected English as the complainant’s official language of choice on the violation ticket.*

RESPONSE: *The Officer does not recall if the proper active offer was provided at first contact and is unable to confirm or deny any error on his part. As a result, the Department has contacted the complainant and has advised them that the ticket and charges have been withdrawn.*

**Question 4a:** *What formal steps should the peace officer have taken, in your department’s opinion, to properly make the active offer of service?*

RESPONSE: *The Officer should have at first contact with the complainant used the following wording.*

*“Hello. Bonjour, It’s your right to be served in English or French. C’est votre droit d’être servi en français ou en anglais. What is your choice? Quel est votre choix?”*

**Question 4b:** *What formal steps should the peace officer have taken, in your department's opinion, to avoid the situation at hand, since he did not have the language skills to maintain continuity of service in the official language of choice of a member of the public?*

RESPONSE: *The Officer does not completely recall the instance; however, if unable to provide the service, the officer should have relied upon the many resources available to him including the pocket translator or a bilingual officer to ensure proper service.*

**Question 4c:** In this situation, did the peace officer have access to a contingency plan developed by your department to ensure that the complainant had access to continuous service in their language of choice?

- i. If so, please provide us with it.
- ii. If not, why not?

RESPONSE: *Yes, the Officer had his issued pocket translator, and had access to numerous bilingual speaking Provincial and Federal Law Enforcement Officers.*

**Question 5:** Does your department regularly remind its peace officers of their linguistic obligations under the OLA, the active offer of service and the continuity of service in the official language of choice of any member of the public?

**Question 5a:** If so, how often?

**Question 5b:** If not, why not?

RESPONSE: *Yes, at mid-year and annual reviews and during yearly training on arrest and detention.*

**Question 5c:** Do these reminders include the use of a contingency plan to maintain continuity of service from first contact for any member of the public in the official language of their choice?

- i. If so, please provide us with the contingency plan.
- ii. If not, why not?

RESPONSE: *Yes.*

**Question 6a:** How many peace officers are employed by your department?

RESPONSE: *We currently have approximately 70 Highway Safety Enforcement Officers appointed as peace officers with the Inspection and Enforcement New Brunswick.*

**Question 6b:** Please indicate the linguistic profile of peace officers employed by the department in July 2023:

- i. English only.
- ii. French only.
- iii. Bilingual.

RESPONSE: *The data below is only a reflection of the Highway Safety Enforcement Unit within the Inspection and Enforcement New Brunswick.*

*English only – 39*

*French only – 0*

*Bilingual – 31*

**Question 6b: How does your department ensure that employees, particularly peace officers, are able to provide services to the public in both official languages at all times without undue delay?**

RESPONSE: *Peace officers are issued pocket translators and always have immediate access to bilingual officers.*

**Question 7a: On July 23, 2023, how many peace officers were on duty in the area where the incident described by the complainant occurred?**

**Question 7b: Of this number, how many were able to provide service:**

i. in English?

ii. in French?

RESPONSE: *The traffic stop occurred on July 21, 2023; 14 peace officers were on duty. 13 of the 14 peace officers were able to provide services in both official languages.*

**Question 7c: In your opinion, were they able to provide services in both official languages at all times?**

RESPONSE: *Yes.*

**Question 8a: Is respect for language rights part of the annual evaluation of all departmental employees who interact with members of the public?**

RESPONSE: *Yes, this is completed at all mid-year and annual performance reviews.*

**Question 8b: What disciplinary measures does your department take in a situation such as the current one, where an employee refuses or ignores a request for service from a member of the public in their official language of choice?**

RESPONSE: *The Officer does not completely recall the situation; however, advises that he does not refuse or ignore any requests for service in either of the official languages. Coaching, training,*

*and progressive discipline are applied to all peace officers who ignore government policies and/or legislation.*

**Question 8c: What happens if an employee reoffends?**

RESPONSE: *Coaching, training, and progressive discipline depending on the situation.*

**Question 9: What measures will your department put in place to avoid a recurrence of such a situation, to ensure the provision of services in both official languages and to ensure, without exception, that continuity of service is maintained at all times when a member of the public requests service in their official language of choice, without a member of the public being obliged to make such a request?**

RESPONSE: *The Officer does not recall if the proper active offer was provided at first contact and is unable to confirm or deny any error on his part.*

*I can confirm that measures have been put in place to properly address this instance and re-enforce the importance of official language legislation, policies, and the rights of citizens.*

*We commit to a continued yearly review of policies and training on the subject including regular quality assurance initiatives through the review of body worn camera footage.*

**Question 10: Does your department have a system for evaluating services provided by peace officers to the public with respect to official languages?**

RESPONSE: *Officers are monitored by their supervisor when practical. The recent introduction of body worn cameras has provided for added accountability for peace officers and an excellent quality assurance mechanism for the department. This incident occurred prior to the issuance of body worn cameras.*

**Question 10a: If so, how often is it used?**

**Question 10b: If not, why not?**

RESPONSE: *Current practice is to randomly review video coverage of body worn cameras.*

**Question 10a.i: Can you describe this system?**

RESPONSE: *Body worn cameras record audio and visual footage. The cameras are activated by the officers at each interaction with the public.*

## APPENDIX 4

### Example of English/French pocket translator



Department of Justice and Public Safety  
Ministère de la justice et de la sécurité publique

#### Appendix "A"

POCKET TRANSLATOR	
ENGLISH	FRENCH
1. Good morning - afternoon / Good evening.	- Bonjour. - (bonsoor) - Bonsoir. - (bonswaar)
2. One moment please.	- Un moment s'il vous plaît. - (uhn mowman see: voo play)
3. Would you like to be served in French?	- Voulez-vous être servi en français? - (voolay-voo zaytre seewee on fronsay)
4. I don't understand French.	- Je ne comprends pas le français. - (je ne compran paw le fronsay)
5. I will call/get a bilingual officer to serve you.	- Je vais chercher un agent bilingue. - (je vay shah/shay uhn ajan beelang)
6. I will get someone bilingual to call you back. Please give me your name and phone number.	- Je vais demander à un agent bilingue de vous rappeler. Donnez-moi votre nom et votre numéro de téléphone. - (je vay demonday a uhn ajan beelang duh voo rappelay. Donnay mwa votre no ay votre newmayrow duh taylayfun)
7. Please have a seat.	- Asseyez-vous. - OR - Assoyez-vous. - (assayay voo) (asswoyay voo)
8. A bilingual officer will be here in a moment.	- Un agent bilingue sera ici dans un moment. - (uhn ajan beelang sera esssee don zutrn mowman)
9. Please follow me.	- Suivez-moi s'il vous plaît. - (sweevay-mwa seel voo play)
10. Thank you.	- Merci. - (maree-see)
11. You're welcome.	- Je vous en prie. - OR - De rien. - (je voo zan pree) (duh reean)



TRADUCTEUR DE POCHE	
FRANÇAIS	ANGLAIS
1. Bonjour.	"Good morning - afternoon." (goodz mornign - aftermoun)
Bonsoir.	"Good evening." (goodz ivnign)
2. Un moment s'il vous plaît.	"One moment please." (wone mômeunte plize)
3. Voulez-vous être servi en anglais?	"Would you like to be served in English?" (woud iou laque tou bi seurv'd ine inglish)
4. Je ne comprends pas l'anglais.	"I don't understand English." (ail donte onedeurstande inglah)
5. Je vais chercher un agent bilingue.	"I will get a bilingual officer." (ail wi guette e bail-ignegoual ofisseur)
6. Je vais demander à un agent bilingue de vous rappeler. Donnez-moi votre nom et votre numéro de téléphone.	"I will get someone bilingual to call you back. Please give me your name and phone number." (ail wi guette somme-ouone bail-ignegoual tou colle iou bac. Plize guve mi ioure name anhe fond number)
7. Asseyez-vous. OU Assoyez-vous.	"Please have a seat." (plize have e site)
8. Un agent bilingue sera ici dans un moment.	"A bilingual officer will be here in a moment." (e bail-ignegoual ofisseur wi be here ine e mômeunte)
9. Suivez-moi s'il vous plaît.	"Please follow me." (plize folleau mi)
10. Merci.	"Thank you." (thak iou)
11. Je vous en prie. OU De rien.	"You're welcome." (ioure ouelcomme)

