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

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

BETWEEN

ETHAN PARKER

Applicant

and

DEPUTY HEAD
(Correctional Service of Canada)

Respondent

Indexed as
Parker v. Deputy Head (Correctional Service of Canada)

In the matter of an application for an extension of time referred to in section 61(b) of the *Federal Public Sector Labour Relations Regulations*

Before: Caroline E. Engmann, a panel of the Federal Public Sector Labour Relations and Employment Board

For the Applicant: Christophe Haaby, advisor

For the Respondent: Priscilla Whitehorne, chief, labour relations operations

Decided on the basis of written submissions, filed November 12, 2021, and January 21 and February 8, 2022.

REASONS FOR DECISION

I. Application before the Board

[1] The grievor, Ethan Parker, is a correctional officer with the Correctional Service of Canada ("the employer"). He works at the employer's Saskatchewan Penitentiary in Prince Albert, Saskatchewan. His position is classified at the CX-01 group and level and is part of the bargaining unit represented by the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN; "the bargaining agent"). On March 17, 2021, he received a 40-hour disciplinary suspension. He filed a grievance against the suspension on March 30, 2021.

[2] On October 12, 2021, the grievor referred his grievance to adjudication. On November 12, 2021, the employer raised a jurisdictional objection on the grounds that the reference was untimely. After several extensions of time for a response, the grievor responded to the employer's preliminary objection on January 21, 2022 and applied for an extension of time under s. 61 of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; "the *Regulations*"). In this decision, the grievor and the bargaining agent will be referred to interchangeably as "the applicant".

[3] I have been appointed as a panel of the Federal Public Sector Labour Relations and Employment Board ("the Board") to deal with this application for an extension of time. The parties were given the opportunity to provide written submissions in support of their respective positions on the application. Under s. 22 of the *Federal Public Sector Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365), I am satisfied that this application can be dealt with on the basis of the written representations on file.

[4] Legislated time limits are considered mandatory and are meant to be respected by all parties. The discretion to extend them should be exercised exceptionally and judiciously. Indeed, the *Regulations* require the Board to extend time limits only in the "interest of fairness". What this means, and what this Board's jurisprudence has established, is that a party seeking an extension of a time limit must put forward a convincing case that it is in the interest of fairness to extend it.

[5] Unfortunately, the applicant has not convinced me that it is in the interest of fairness to grant his request; therefore, I deny the application for an extension of time.

I am keenly aware that the underlying grievance deals with a disciplinary sanction, which is a serious matter for the grievor. In my view, it is precisely for this reason that the applicant ought to have taken the opportunities given to him by the Board to present a convincing case for granting the extension of time.

A. Procedural history

[6] The grievance was referred to adjudication on October 12, 2021. On November 12, 2021, the employer raised a preliminary objection to jurisdiction on the grounds that the referral was untimely.

[7] On November 15, 2021, the bargaining agent was asked to provide its response to the employer's timeliness objection by November 29, 2021. On November 29, 2021, the bargaining agent requested an extension of time to December 17, 2021, to respond to the timeliness objection. It explained that doing so would allow it time to "… consult with the grievor and the grievance officer that was taking charge of the file." The request was granted.

[8] On December 17, 2021, the bargaining agent requested another extension, this time to January 7, 2022, to allow it time to speak with the grievor about the timelines because "… reaching out to the grievor [had] proven difficult." It was granted.

[9] On January 10, 2022, the bargaining agent requested a further extension of time, to January 21, 2022, because the grievor was on holiday and had limited Internet access. This request was also granted.

[10] On January 21, 2022, the bargaining agent responded to the employer's timeliness objection and made an application for an extension of time to refer the grievance to adjudication under s. 61 of the *Regulations*.

[11] On January 31, 2022, the employer was asked to provide its response by February 11, 2022, to the bargaining agent's application for an extension of time. The employer's response was received on February 7, 2022. The bargaining agent was asked to provide a reply by February 14, 2022, which deadline the Board extended to March 7, 2022. On March 7, 2022, the bargaining agent informed the Board that it did not wish to reply and that it relied upon its initial submissions.

[12] It is important to note that throughout all the procedural interactions with the parties, they were clearly informed that the employer's preliminary objection and the bargaining agent's application for an extension of time could be decided on the basis of the existing record.

[13] Under s. 61(b) of the *Regulations*, the Board may, in the interest of fairness, extend the time prescribed by Part 2 of the *Regulations* or provided for in a grievance process contained in a collective agreement for doing any act, presenting a grievance at any level of the grievance process, referring a grievance to adjudication, or providing or filing any notice, reply, or document.

II. Summary of the arguments

A. For the grievor

[14] In his submissions dated January 21, 2022, the grievor acknowledged that the applicable framework for determining an application under s. 61 of the *Regulations* is set out in *Schenkman v. Treasury Board (Public Works and Government Services Canada)*, 2004 PSSRB 1, and that "… an extensive analysis of the factors and of the grievance is required." The grievor explained as follows:

> …
>
> *The way to be applying* Schenkman *has been explored in the decision* Fortier v Department of National Defence, 2021*:*
>
> > *[30] Both parties relied on* Schenkman *as a framework for analyzing the application for an extension of time.* Schenkman *is a convenient tool that is even more useful if it is applied in a flexible rather than a rigid manner, and is based on the facts of the situation and in the interests of fairness as emphasized by the Board in* International Brotherhood of Electrical Workers.
> >
> > *[31] The facts in this case are rather particular. The pandemic context cannot be overlooked. I note that as of March 16, 2020, federal government employees could not go to their offices to work and that a similar instruction was given for the offices of the bargaining agent. As of March 22, 2021, the date of the hearing, things had still not returned to normal. Remote work continues to be the rule due to public health guidelines, and all Board hearings are held virtually.*
>
> …

[15] The grievor then provided the explanation for the delay in this case as follows:

…

> *When considering the* ***clear cogent and compelling reason for the delay, we can note that the dates mentioned are right at the beginning of the cover spike in Saskatchewan, which started in beginning of July until the end of October****. Furthermore, as the Bargaining Agent's office is in Edmonton, and Alberta was also having a spike, we had our office worker working remotely.* ***The delay is mainly due to a difficulty of communication between the representative, as such me, my office worker and the grievor****. I believe the Board can appreciate the difficulties that come with working remotely.*
>
> …
>
> [*Sic* throughout]
>
> [Emphasis added]

[16] The applicant relied on the Board's statements in *Fortier v. Department of National Defence*, 2021 FPSLREB 41, which were that the "pandemic context cannot be overlooked" and that "[remote work] continues to be the rule due to public health guidelines …".

[17] The applicant further argued that the length of the delay, two months, is not excessive and that it does not prove that the grievor abandoned the grievance, especially during a pandemic. It further cited the grievor's participation in the internal grievance process within the time frames as an indication of his intention of continuing with the grievance. The fact that the delay occurred at the end of the internal grievance process means that the employer is not prejudiced as it had notice of the grievance, the corrective action sought, and the circumstances that gave rise to the grievance.

[18] The applicant relied on the following cases: *Schenkman*; *Fortier*; *Vancouver Airport Authority v. Public Service Alliance of Canada*, 2014 C.L.A.D. No. 57 (QL); *Consolidated Fastfrate Inc. v. Teamsters, Local Union 938*, [2001] C.L.A.D. No. 638 (QL); *Saskatchewan Wheat Pool v. Grain Services Union, Local 1000*, [2003] C.L.A.D. No. 460 (QL), and *Duncan v. National Research Council of Canada*, 2016 PSLREB 75.

B. For the employer

[19] The employer argued that the grievor did not provide a clear, cogent, and compelling reason for the delay. According to it, attributing the difficulty in communication to the pandemic restrictions is not sufficient to demonstrate "a clear,

cogent and compelling reason for the delay" for referring the grievance to adjudication. The employer stated as follows:

> …
>
> *… Specifically, the Union indicated that the circumstances resulted in …* a difficulty in communication between the representative, as such me, my office worker and the grievor.
>
> *This explanation lacks the clarity and cogency required, as there is no nexus made between the circumstances of remote working during the Covid-19 case spike, and the difficulty created in terms of inhibiting the identified individuals from engaging in routine electronic communication.*
>
> *Moreover, the Employer respectfully submits that, while the Covid-19 pandemic has significantly altered the way the Employer, the Union, as well as other public and private organizations are now doing business, the period in question is well beyond one (1) year from the on-set [sic] of the pandemic in March 2020. By July 2021, the Union had been well accustomed to remote working during a pandemic, as evidenced, for example, by its ability to prepare for and participate in adjudication hearings via videoconference before this Board. Additionally, the Employer submits that even in the absence of a pandemic, the Union and grievor would have relied solely upon electronic communication, by virtue of their difference in location, as well as their positions. Therefore, the stated reason cannot be considered compelling when used to justify the incompletion of a rather routine and administrative electronic undertaking.*
>
> …

[20] The employer argued that although the two-month delay might not be considered lengthy in comparison to the delays in other cases in which extensions were granted, in this case, given the lack of detail from the bargaining agent as to the exact nature of the difficulty that was encountered, the only reasonable conclusion is that the delay resulted from an administrative oversight.

[21] According to the employer, an administrative oversight is not a "clear, cogent and compelling" reason for the delay. It acknowledged the seriousness of the imposition of a "(40) day [*sic*]" disciplinary sanction and argued that since the grievance falls under s. 209(1)(b) of the *Act*, the grievor could have referred it to adjudication himself, with or without the bargaining agent's support. Finally, the employer argued that the chance of success of the grievance is low because the discipline was warranted.

[22] The employer relied on *Schenkman* and *Copp v. Treasury Board (Department of Foreign Affairs and International Trade)*, 2013 PSLRB 33.

III. Reasons

A. The statutory framework

[23] Timelines for processing grievances are governed by statute and applicable collective agreement provisions. Section 237(1) of the *Act* mandates the Board to make regulations respecting the processes for dealing with grievances, including timelines. These provisions are comprehensively outlined in the *Regulations*. Most collective agreement provisions relating to grievance processing are modelled on these legislative provisions. With respect to the timelines for referring a grievance to adjudication, s. 90 of the *Regulations* provides as follows:

90 (1) *Subject to subsection (2), a grievance may be referred to adjudication no later than 40 days after the day on which the person who presented the grievance received a decision at the final level of the applicable grievance process.*	***90 (1)*** *Sous réserve du paragraphe (2), le renvoi d'un grief à l'arbitrage peut se faire au plus tard quarante jours après le jour où la personne qui a présenté le grief a reçu la décision rendue au dernier palier de la procédure applicable au grief.*
(2) *If no decision at the final level of the applicable grievance process was received, a grievance may be referred to adjudication no later than 40 days after the expiry of the period within which the decision was required under this Part or, if there is another period set out in a collective agreement, under the collective agreement.*	***(2)*** *Si la personne dont la décision constitue le dernier palier de la procédure applicable au grief n'a pas remis de décision à l'expiration du délai dans lequel elle était tenue de le faire selon la présente partie ou, le cas échéant, selon la convention collective, le renvoi du grief à l'arbitrage peut se faire au plus tard quarante jours après l'expiration de ce délai.*

[24] In this case, the relevant collective agreement provision, clause 20.23, specifies that when grievances have not been dealt with to their satisfaction at the final level of the grievance process, employees may refer them to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*") and *Regulations*. Therefore, s. 90 of the *Regulations* is the applicable provision with respect to referring grievances to adjudication.

[25] The relevant collective agreement also provides that the employer shall normally provide a reply at the final level of the grievance process within 30 days after the grievance is presented at that level.

[26] Under s. 90 of the *Regulations*, a grievor has 40 days to refer a grievance to adjudication. When a final-level reply has been made, the grievance must be referred no later than 40 days after it was received, and if there was no reply, no later than 40 days after the expiry of the date when a final-level reply ought to have been provided. A grievor need not receive a reply from the employer to refer a grievance to adjudication.

[27] Statutory and contractual deadlines are prescriptive; therefore, it is imperative that parties comply with them. When a party misses a deadline, the *Regulations* provide for a narrow discretion to extend it, in the interest of fairness, as follows at s. 61:

> ***61*** *Despite anything in this Part, the time prescribed by this Part or provided for in a grievance procedure contained in a collective agreement for the doing of any act, the presentation of a grievance at any level of the grievance process, the referral of a grievance to adjudication or the providing or filing of any notice, reply or document may be extended, either before or after the expiry of that time,*
>
> > ***(a)*** *by agreement between the parties; or*
> >
> > ***(b)*** *in the interest of fairness, on the application of a party, by the Board or an adjudicator, as the case may be.*
>
> ***61*** *Malgré les autres dispositions de la présente partie, tout délai, prévu par celle-ci ou par une procédure de grief énoncée dans une convention collective, pour l'accomplissement d'un acte, la présentation d'un grief à un palier de la procédure applicable aux griefs, le renvoi d'un grief à l'arbitrage ou la remise ou le dépôt d'un avis, d'une réponse ou d'un document peut être prorogé avant ou après son expiration :*
>
> > ***a)*** *soit par une entente entre les parties;*
> >
> > ***b)*** *soit par la Commission ou l'arbitre de grief, selon le cas, à la demande d'une partie, par souci d'équité.*

B. Analysis

[28] Two important guiding principles must inform the exercise of my statutory discretion under s. 61 of the *Regulations*. The basic underlying principle is that statutory or contractual guidelines must be respected, and the second principle is to

promote the interest of fairness. I wholeheartedly agree with the Board's statement in *Bowden v. Treasury Board (Canada Border Services Agency)*, 2021 FPSLREB 93 at para. 77, as follows:

> *[77] Time limits in collective agreements are meant to be respected by the parties and should be extended only in exceptional circumstances. Those circumstances always depend on the facts of each case; see* Salain v. Canada Revenue Agency, *2010 PSLRB 117. I agree that the criteria are not fixed and are not of equal weight and importance (see* IBEW *and* Gill*). However, I cannot agree with the bargaining agent in this case that the first criteria can be ignored completely. There must be a clear, cogent, and compelling reason for the delay filing a grievance. The grievance system is designed to be an effective and efficient way of dealing with disputes in the workplace. Time limits should be generally respected and should be extended only when there are compelling reasons.*

[29] Both parties agreed that the *Schenkman* criteria must be considered; they are as follows:

- clear, cogent, and compelling reasons for the delay;
- the length of the delay;
- the due diligence of the grievor;
- balancing the injustice to the employee against the prejudice to the employer in granting an extension and;
- the chances of success of the grievance.

[30] When assessing these criteria in relation to an application for an extension of time under s. 61 of the *Regulations*, one must remain mindful of the underlying purpose for which they were developed and that they are not meant to be formulaic or applied in any mathematical fashion. Indeed, the Board's jurisprudence has recognized that the criteria are not all of equal relevance and that each application for an extension of time must be evaluated on its own peculiar facts.

[31] The applicant had the burden of proof of demonstrating that it is in the interest of fairness to grant him an extension of time. I will now assess this application on the basis of those criteria.

C. The *Schenkman* criteria

1. The reason for the delay

[32] The first criterion in *Schenkman* (see paragraph 75) is that an applicant for an extension of time must provide a "clear, cogent and compelling reason" for the delay. In *Featherston v. Deputy Head (Canada School of Public Service)*, 2010 PSLRB 72 at para. 84, a predecessor to this Board ruled that "… if there are no clear, cogent or compelling reasons for the delay, there is no need to address the other four criteria."

[33] The *Oxford English Dictionary* defines "clear" as "transparent, unambiguous, easily understood", and "cogent" as "convincing" and "compelling". In assessing the **reason** that the applicant provided for the delay, I must ask myself, is the **reason** easily understood, compelling, and convincing? I must carry out this exercise through a logical chain of analysis while keeping in mind the context and the evidence. In this case, and for the reasons outlined later in this decision, I find that the applicant failed to provide a "clear, cogent and compelling reason" for the delay.

[34] According to the applicant, the main reason for the delay was "… a difficulty of communication between the representative … [the] office worker and the grievor." The applicant also attributed part of the delay to the spike in COVID-19 cases in Saskatchewan and Edmonton, Alberta, as well as the pandemic reality of working remotely.

[35] Under s. 89 of the *Regulations*, a grievance is referred to adjudication by way of a certain prescribed form called a "Notice of Reference to Adjudication". In the context of this grievance, the requisite form is the Form 21 of the Schedule to the *Regulations*. For the purposes of assessing the clarity and cogency of the reason for the delay, I have closely examined the Form 21 filed by the applicant.

[36] The form contains 15 sections and a final signature block and date stamp. One copy of the original individual grievance must be attached to the form. Sections 1 through 8 require general tombstone information on the grievor; i.e., name, address, contact details, name of authorized representative, position title and classification, place of work, name of deputy head, and name of bargaining agent. Notably, the Form 21 does not require the grievor's signature but must be signed by the grievor's duly authorized representative.

[37] Most of the tombstone data required in sections 1 to 7 of the Form 21 can be found on the original grievance form, so presumably, the bargaining agent would have already possessed it. For instance, I note that the phone number on the Form 21 is the same phone number on the original grievance. On the grievance form, the "home address" section is listed as a post-office-box number in Saskatoon, Saskatchewan, while on the Form 21, the mailing address requirement is filled in with a municipal address. The grievor's email address is listed on the Form 21, while there is no such requirement on the original grievance form.

[38] In this case, the form was signed by "Erika Yelle for Christophe Haaby." The signature block for Mr. Haaby indicates that his office is located in Edmonton. This evidence shows that the grievor's representative and the office worker were both located in Edmonton, while the grievor was located in Saskatoon. This meant that they communicated either by phone or electronically, in any event.

[39] In light of this evidence, the applicant's explanation given that the "… delay is mainly due to a difficulty of communication between the representative … [the] office worker and the grievor" lacks the clarity and cogency required to support the request for an extension of time. There is no explanation as to the purpose of communicating with the grievor before filing the Form 21 on time. There is no explanation as to whether there was any communication before the referral and when that occurred in the grand scheme of things. It was up to the applicant to provide clarifications as to the reason for the delay, but the reason given, when analyzed in light of the evidence, is woefully lacking.

[40] Furthermore, the bargaining agent's supposition that "… the Board can appreciate the difficulties that come with remote working" is highly speculative and lacks the clarity and cogency required for the exercise of discretion under s. 61 of the *Regulations*. Indeed, the Board is left to guess as to what "difficulties" the bargaining agent might have encountered in its means of communication. And if that is left to the Board's imagination, there is a serious risk that in fact, the Board's experience with remote working would be absolutely without difficulties. If so, it could not "appreciate" the bargaining agent's experience. In addition, suggesting that the Board speculate as to the "difficulties" that the bargaining agent encountered in "working remotely" is quintessentially antithetic to basic administrative law principles about the exercise of administrative discretion.

[41] The failure to provide a clear, cogent, and compelling reason for the delay "is of primary importance" (see *Martin v. Treasury Board (Correctional Service of Canada)*, 2021 FPSLREB 62 at para. 33). Indeed, the reason articulated for the delay effectively serves as the anchor upon which the other four criteria can be assessed.

[42] The applicant relies on the Board's comments in *Fortier*. However, the facts in *Fortier* are clearly distinguishable from those in this case. In *Fortier*, the grievor was able to provide a clear and cogent reason for the delay. The evidence in that case showed that prior discussions had concluded that the grievance would proceed once a final-level reply was received. As the Board stated, "… it seems clear to me that the grievance was not referred to adjudication earlier for a simple reason: the employer's response was not received" (see *Fortier*, at para. 32).

[43] Unbeknownst to the bargaining agent representative and the grievor, the final-level reply had been received in hard copy and had been tucked away in the file by a clerk in the bargaining agent's office. Only when the representative physically entered the workplace did he discover that the reply had been received. It was unknown exactly when the reply was received at the bargaining agent's office. The Board concluded that the delay had been explained to its satisfaction such that it would not preclude a referral to adjudication (see *Fortier*, at para. 38).

[44] By contrast, in this case, the applicant did not provide any explanation as to the necessity of communicating with the grievor before filing the Form 21; nor is there any explanation of the nature of the communication difficulties. Were there outages, such that emails could not be sent, or was telephone communication impossible? It is not enough to simply state that the challenges of remote working must be considered. I am inclined to agree with the employer that "[b]y July 2021, the Union had been well accustomed to remote working during a pandemic, as evidenced, for example, by its ability to prepare for and participate in adjudication hearings via videoconference before this Board."

[45] Simply put, and unlike in *Fortier*, the delay in this case was not explained to my satisfaction. I wholeheartedly agree that the challenges of the pandemic and working remotely must be considered, and I have considered them in this case. However, I do not believe that the pandemic and working remotely should be a proxy for the absence

of a "clear, cogent and compelling reason" for the delay, particularly in a situation with no universal lockdown or cessation of work.

2. The length of the delay

[46] The applicant argued that the two-month delay cannot be evidence of abandonment, especially during a pandemic, and that the grievor participated in the different levels of the grievance process at the local levels within the requisite time frames. I note that the grievance was filed on March 30, 2021, during the pandemic. Therefore, if the grievor was able to comply with the timelines during the pandemic, as argued by the bargaining agent, then the pandemic cannot be used to justify the delay in the referral to adjudication.

[47] I agree that the two-month delay is, relatively speaking, not inordinate; however, the absence of a clear and cogent reason for it militates against the applicant.

3. The due diligence of the grievor

[48] This criterion does not work in the applicant's favour. I accept its assertion that the grievor respected the internal time frames as the grievance wound its way through the internal grievance process. However, this does not explain the delayed responses before the Board for which extensions of time were granted as outlined earlier in this decision. The reasons for the delays were all attributable to difficulties communicating with the grievor. Since there is no elaboration of where those difficulties laid, I attribute them to both the bargaining agent and the grievor. Furthermore, diligence exercised during the internal grievance process cannot cover the absence of diligence during the referral period.

[49] The employer described the act of making a referral to adjudication as a "routine and administrative electronic undertaking." I agree with this characterization. Drawing on the common law tort concept of the "reasonable man" by way of analogy, I ask myself, what would a reasonable bargaining agent representative do in such circumstances? A prudent approach in exercising due diligence in this case would have required the bargaining agent to file the notice of reference to adjudication within the prescribed timelines, even as a protective measure to preserve the grievor's rights. The applicant did not explain how the spike in COVID-19 cases in Edmonton and Saskatchewan had any bearing on completing that "routine and administrative electronic" task, whether working remotely or not.

4. The balance of prejudice

[50] The grievor argued that there is no prejudice to the employer, as the delay occurred after all the levels of the grievance process were exhausted and that the employer "… knew full well the nature of the grievance, the corrective actions sought and the circumstances giving rise to the grievance." Furthermore, the grievor was a relatively new correctional officer, and he stated that he was "… trying to navigate the grievance process best he could."

[51] While the grievor may not be completely familiar with the grievance process and the timelines, he did have the bargaining agent's assistance and support to help him navigate the process and admittedly was able to move his grievance through the internal process without delay. This means that the delay at the referral stage must be attributable to something other than the grievor's lack of familiarity with the process and the pandemic conditions.

[52] Obviously, the ball was dropped at some point in the process, but it is unclear to me exactly what happened. The employer could be correct in its speculation that the delay was as a result of an administrative error; however, without any additional information from the bargaining agent, I am also left to speculate. I cannot exercise my statutory discretion on the basis of speculation. I note that the bargaining agent had the opportunity to provide a reply that could have addressed some of these questions. However, it chose not to make one.

5. The chance of success

[53] On this point, the applicant asserted that "… the grievance is at the very least arguable and not frivolous in nature." On the other hand, the employer argued that the amount of discipline (a 40-hour suspension) was reasonable and warranted in the circumstances. In light of my conclusion on the first criteria, I am not prepared to draw any conclusions with respect to this criterion.

D. Conclusion

[54] The bargaining agent could not simply cite the pandemic, remote working, and a spike in COVID-19 cases as a "clear, cogent and compelling" reason for the delay. The reliance on *Fortier* is completely misplaced because its facts are clearly distinguishable.

[55] I will allow the objection to jurisdiction on the grounds of timeliness, and I dismiss the application for an extension of time.

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

(The Order appears on the next page)

IV. Order

[57] The application for an extension of time to refer the grievance to adjudication is dismissed.

[58] I order Board file no. 566-02-43620 closed.

July 6, 2022.

Caroline E. Engmann,
a panel of the Federal Public Sector
Labour Relations and Employment Board