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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

AFSHAN NOOR

Applicant

and

TREASURY BOARD
(Department of Indigenous Services)

Respondent

Indexed as
Noor v. Treasury Board (Department of Indigenous Services)

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: Patricia H. Harewood, a panel of the Federal Public Sector Labour Relations and Employment Board

For the Applicant: Christopher Olutola, Professional Institute of the Public Service of Canada

For the Respondent: Anne-Renée Bergeron, Treasury Board of Canada Secretariat

Decided on the basis of written submissions, filed October 25, 2022, and June 23 and July 11 and 24, 2023.

REASONS FOR DECISION

I. Overview

[1] Afshan Noor ("the applicant") works as a dental officer (DE-02) at Indigenous Services Canada ("the respondent") She filed a grievance on February 4, 2022, to contest the respondent's refusal to accommodate her on the basis of her Muslim faith and because she was placed on leave without pay when she did not attest to being vaccinated against COVID-19.

[2] The substance of the grievance is highlighted in the respondent's final level grievance response that the applicant submitted to the Federal Public Sector Labour Relations and Employment Board ("the Board") as part of its application for an extension under s. 61(b) of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; "the *Regulations*"):

> …
>
> I grieve the employer's decision of January 12, 2022 to deny my request to be accommodated for religious reasons in relation to the Policy on COVID-19 Vaccination for the Core Public Administration including the RCMP (the Policy). I grieve the employer's decision on this date to place me on leave without pay. I grieve that the employer has discriminated against me on the basis of Religion contrary to article 43 of the SH Collective Agreement, Employer Policies and the Canada [*sic*] Human Rights Act. I grieve that throughout these matters the employer has used its discretion in an arbitrary and unreasonable manner in violation of article 5 of the SH Collective Agreement. I grieve in the alternative that the employer used disguised discipline.
>
> …

[3] As corrective action, the applicant seeks the following:

> …
>
> These above decisions are rescinded immediately. I ask that I be reimbursed for any lost wages and benefits as a result of this decision, plus interest. I request damages under the Canadian Human Rights Act for pain and suffering and willful and reckless discrimination, and any order required to make me whole.
>
> …

[4] On the notice to the Canadian Human Rights Commission, the applicant indicated that "she was unreasonably denied a religious exemption under the The [*sic*] Policy on COVID-19 Vaccination for the Core Public Administration including the Royal Canadian Mounted Police." As remedies, she requested the following:

> …
>
> *… decision to be rescinded immediately/ That she be reimbursed for any wages and benefits lost as a result of this decision/ Damages under the CHRA for pain and suffering and wilful and reckless discrimination / Any order required to make her whole.*
>
> …

[5] The grievance was transmitted directly to the final level of the grievance process. The final-level grievance presentation took place on June 14, 2022. The applicant was represented by the Professional Institute of the Public Service ("PIPSC" or "the bargaining agent"), and its representative, Christopher Olutola. A final-level response denying the grievance was provided to the applicant on July 28, 2022.

[6] I have excerpted this portion of the final-level response from Assistant Deputy Minister, Keith Conn:

> …
>
> *I have reviewed the information that you and your union representative, Christopher Olutola, Professional Institute of the Public Service of Canada, presented at the final level grievance hearing on June 14, 2022, as we* [*sic*] *as all the supporting documents that were made available to me.*
>
> *When a request for accommodation is received under the Policy on COVID-19 Vaccination for the Core Public Administration Including the Royal Canadian Mounted Police, employees must provide sufficient information to demonstrate that their request is based on one or more prohibited ground* [*sic*] *of discrimination under the Canadian Human Rights Act. On October 21, 2021, in a sworn affidavit, you provided information on how your religious beliefs prevent you from taking the COVID-19 vaccination. Ultimately, it was denied because your request and the information you submitted failed to establish a clear link between the COVID-19 vaccines and your religious beliefs and practices. What you have asserted to is a set of choices that support your personal beliefs that do not appear to be based on religion. You did not demonstrate the need for accommodation based on religious beliefs. In addition, in the grievance hearing your union representative argued that COVID-19 vaccines are non-Halal and it would not be permissible to receive them in your religion. I have*

> *concluded that there is scientific evidence available to the Canadian public which states that this is inaccurate. COVID-19 vaccines do not contain any gelatin, pork derivatives or human particles.*
>
> *I appreciate that this decision was difficult to receive and I assure you that it was taken with sincere care and consideration by the accommodation review committee, which is comprised of a diverse group of senior departmental executives and was based on consultation with the Treasury Board of Canada, as well as guidance provided by Labour Relations, Health Canada and Justice Canada using criteria from the Supreme Court of Canada that is being applied Public-Service wide. The process in place was designed to ensure fairness and equity as it pertains to each individual request, and cases were reviewed anonymously.*
>
> *Therefore, I am satisfied that your duty to accommodate request was diligently reviewed using the information provided.*
>
> *Consequently, for the reasons mentioned above, your grievance is respectfully denied and your requested correction actions will not be forthcoming.*
>
> …

[7] The grievance was referred to adjudication with the Board on September 21, 2022, which was 14 days after the 40-day deadline set out under the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*") to refer a grievance to adjudication. A Form 20 and a Form 24 ("Notice to the Canadian Human Rights Commission") were filed with the Board at the time of the referral. The bargaining agent representative signed both forms on September 20, 2022.

II. Application for Extension of Time

[8] In the letter of referral, Nancy Lamarche, Director, Regional Labour Relations Services at PIPSC at the time, requested an extension of time under s. 61(b) of the *Regulations* to refer the grievance to adjudication on behalf of the applicant. The bargaining agent alleged that the delay was due to an operational oversight on its part and that it was not the applicant's fault.

[9] On October 25, 2022, the respondent raised a preliminary objection to the applicant's request for an extension of time. It stated that the Board was without jurisdiction to hear the grievance because it was referred to adjudication after the statutory deadline. Furthermore, there was no clear, cogent, or compelling reason for the late referral.

III. Procedural History

[10] This decision is limited to the bargaining agent's application for an extension of time to refer the grievance to adjudication and the respondent's preliminary objection to the Board's jurisdiction. The Board's Registry wrote to the parties on April 20, 2023, and advised that a panel of the Board had determined that supplementary written submissions, if required, should be submitted by May 4 for the respondent and by May 18 for the bargaining agent. Neither party provided submissions within the prescribed deadline.

[11] The Registry wrote to the parties again on June 13, 2023, to remind them that the deadline for supplementary submissions had passed. It advised that the panel of the Board would give the bargaining agent until June 23, 2023, to file its submissions and the respondent until July 11 to file a reply. The parties both provided supplementary submissions within the revised timeline. The bargaining agent requested an extension of time to provide rebuttal submissions, which was granted, and it filed them on July 24, 2023.

[12] For the reasons that follow, after reviewing the criteria in *Schenkman v. Treasury Board (Public Works and Government Services Canada)*, 2004 PSSRB 1 (which I will refer to as the "*Schenkman* criteria"), and all the submissions and case law that the parties provided, I conclude that it is in the interest of fairness to grant the extension of time to refer the grievance to adjudication. The bargaining agent made an error, for which the applicant should not be held responsible. My conclusion that the applicant provided a clear, compelling and cogent reason for the delay, that the delay was short, and that the applicant would be most prejudiced were the extension not granted are factors that form the basis of my decision to exercise my discretion under s. 61(b) of the *Regulations*.

IV. Summary of the arguments

[13] The parties provided detailed written submissions, which I will summarize in this section.

A. For the applicant

[14] In the initial application for an extension of time under s. 61(b) of the *Regulations*, received by the Board on September 21, 2022, the applicant explained that

the delay referring the grievance to adjudication was due to an operational oversight by the bargaining agent, not by the applicant.

[15] The applicant relied on her bargaining agent to represent her throughout the grievance process, including in the referral of her grievance to the Board for adjudication.

[16] The applicant alleged that the applicant demonstrated an intention, within the prescribed timeline, to challenge the respondent's final-level decision, which was communicated to the bargaining agent.

[17] The applicant stated that the applicant acted with "complete due diligence"; and added, "The delay falls squarely on the applicant's Bargaining Agent, not the applicant herself".

[18] The applicant submitted that the Board and its predecessors have consistently granted extensions when the "… tardiness of the application was due to administrative errors beyond the applicant's control or due to the representatives of the applicant …". As examples, the bargaining agent cited *Riche v. Deputy Head (Department of National Defence)*, 2010 PSLRB 107; *Hendessi v. Treasury Board (Canada Border Services Agency)*, 2012 PSLRB 29; and *Perry v. Canadian Institutes of Health Research*, 2010 PSLRB 8.

[19] In the applicant's supplementary submissions, the bargaining agent notes that it is providing the additional submissions in response to the respondent's submissions of October 25, 2022. The applicant describes the situation as a "very special case" that hinges on its individual circumstances and the gravity of the subject matter that the Board must consider when determining whether to grant an extension of time.

[20] The applicant asserts that the extension should be granted on the basis of the subject matter since the case involves a zone dental officer and a "professed devout Muslim" who sought an accommodation because she could not take the vaccine, due to her faith and disability. The applicant notes that several troubling issues were raised about "management's conduct".

[21] The applicant explains that the respondent has no evidence that she did not act diligently. She attended grievance hearings and was an involved party providing "ample and convincing" information to the bargaining agent.

[22] The applicant also notes that the delay was 14 days or 9 business days (including statutory holidays). It would not be conducive to sound labour relations to be silenced by a minor delay of 9 days.

[23] The applicant submits that the respondent has not established that it would suffer any prejudice were the extension granted. This is a human rights case in which the respondent chose to level a financial penalty against her in response to her accommodation request and because she did not take the vaccine for religious reasons. There is a power imbalance, which is extreme.

[24] Although the respondent claims that it requires certainty in labour relations, the applicant submits that the possibility of referring the matter to adjudication was raised at the final-level grievance presentation. In a section of the submissions titled "further considerations", the bargaining agent states that the respondent's allegations as to the grievance's chance of success are baseless. The applicant alleges that the grievance is about a historically unprecedented situation and then goes on to address its merits, including the respondent's misapplication of the test in the Supreme Court of Canada's decision in *Syndicat Northcrest v. Amselem*, 2004 SCC 47.

B. For the respondent

[25] In response to the bargaining agent's request for an extension of time to refer the grievance to adjudication, the respondent filed submissions on October 25, 2022. It asked the Board to dismiss the application.

[26] The respondent notes that the applicant did not respect the 40-day timeline set out at s. 90(1) of the *Regulations*. The final-level response was provided on July 28, 2022, and the grievance was not referred to adjudication until September 21, 2022 — which was well after the deadline.

[27] Although the Board has the authority to grant an extension under s. 61(b) of the *Regulations*, in the interest of fairness, doing so should be the exception, as confirmed in *Martin v. Treasury Board (Department of Human Resources and Skills Development)*, 2015 PSLREB 39 at paras. 48, 58, and 61.

[28] The Board and its predecessors have held that the *Schenkman* criteria are not always equally important and that each case must be decided on the basis of its factual

context (see *Gill v. Treasury Board (Department of Human Resources and Skills Development)*, 2007 PSLRB 81).

1. No clear, cogent, or compelling reason for the delay

[29] An error or negligence is not a clear, compelling, or cogent reason for the delay. The respondent cites *Copp v. Treasury Board (Department of Foreign Affairs and International Trade)*, 2013 PSLRB 33, in which there were no other reasons for the delay other than an error, and in which the adjudicator affirmed that an error or negligence is not a clear, compelling, or cogent reason for the delay.

[30] The respondent also cites *Callegaro v. Treasury Board (Correctional Service of Canada)*, 2012 PSLRB 110; *St-Laurent v. Treasury Board (Correctional Service of Canada)*, 2013 PSLRB 4; and *Sonmor v. Treasury Board (Correctional Service of Canada)*, 2013 PSLRB 20, in support of its position that errors or omissions do not meet the first criterion of the *Schenkman* analysis. The respondent submits that in *Lagacé v. Treasury Board (Immigration and Refugee Board)*, 2011 PSLRB 68, the former Board commented that granting an extension without a solid justification would amount to a failure to respect s. 90(1) of the *Regulations*.

[31] The respondent submits that there is little explanation from the bargaining agent for what transpired during the 14-day delay other than an operational oversight, which is not a clear, compelling, or cogent reason for the delay. The bargaining agent was not prevented from referring the grievance within the deadline but did not refer it within the legal timeframe.

2. The length of the delay

[32] The respondent cites paragraph 46 of *Grouchy v. Deputy Head (Department of Fisheries and Oceans)*, 2009 PSLRB 92, as follows:

> *46 Before applying those criteria to the facts of this case, I wish to make the following general comments. In principle, time limits set by the* Act *and the* Regulations *are mandatory and should be respected by all parties. Having relatively short time limits is consistent with the principles that labour relations disputes should be resolved in a timely manner and that parties should be entitled to expect that an issue has come to an end when a prescribed time limit has elapsed. Time limits are not elastic, and extending them should remain the exception and should occur only after the decision maker has made a cautious and rigorous assessment of the circumstances.*

3. The due diligence of the applicant

[33] The respondent submits that there is no evidence of the applicant's due diligence in the pursuit of her rights. It submits that although it was the bargaining agent's responsibility to refer the grievance to adjudication, the applicant cannot be absolved of her responsibility to follow up with the bargaining agent to ensure that the timelines were met. There is no evidence of any follow-up by the applicant.

[34] The respondent refers to paragraph 52 of *Popov v. Canadian Space Agency*, 2018 FPSLREB 49, in which the Board's predecessor found that the applicant did not show that he was unable to refer the grievance to adjudication during the period at issue. That Board commented that the applicant had been able to file his grievance on time and to lobby for reinstatement.

4. Balancing the injustice to the applicant against the prejudice to the respondent

[35] This factor should not be given much weight since there is no clear, compelling, or cogent reason for the delay. The respondent has the right to certainty with respect to labour relations (see *Grouchy*).

5. Chance of success of the grievance

[36] The respondent submits that the chance of success of the grievance is low since the applicant failed to show that she had a protected characteristic under the *Canadian Human Rights Act* (R.S.C., 1985, c. H-6).

V. The applicant's rebuttal submissions

[37] In the rebuttal submissions, the applicant repeats that the delay was due to an operational oversight by the bargaining agent. The bargaining agent notes that the applicant was present and provided ample information to the bargaining agent to help it prepare for the grievance. The applicant cites *D'Alessandro v. Treasury Board (Department of Justice)*, 2019 FPSLREB 79, in support of its position that mistakes can constitute clear, cogent, and compelling reasons for a delay.

[38] The applicant argues that it would be a grave injustice were this matter not heard on its merits, given that important human rights are at stake (see *Squires v.*

Parks Canada Agency, 2023 FPSLREB 42; and *Trenholm v. Staff of the Non-Public Funds, Canadian Forces*, 2005 PSLRB 65).

[39] The respondent continues to be unable to establish that it suffered any prejudice due to the delay.

[40] As stated before, the respondent was not prejudiced by the 9-day delay and was advised in writing of the potential that it could occur in attempting to seek resolution at the hearing.

VI. Analysis

[41] The Board's statutory authority to grant extensions of time can be found at s. 61(b) of the *Regulations*, which reads as follows:

Extension of time	***Prorogation de délai***
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,*	***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) *by agreement between the parties; or*	***a)*** *soit par une entente entre les parties;*
(b) in the interest of fairness, on the application of a party, by the Board or an adjudicator, as the case may be.	***b)*** *soit par la Commission ou l'arbitre de grief, selon le cas, à la demande d'une partie, par souci d'équité.*

[Emphasis added]

[42] Section 90(1) of the *Regulations* sets out the time limit for referring a grievance to adjudication and reads as follows:

Deadline for reference to adjudication	***Délai pour le renvoi d'un grief à l'arbitrage***
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.*

[43] The Board has developed a framework, the *Schenkman* criteria, which is to be applied when determining whether it should exercise its discretion and grant an extension to prescribed statutory time limits. This requires examining the following:

> 1) whether there is a clear, cogent, and compelling reason for the delay;
> 2) the length of the delay;
> 3) the due diligence of the applicant;
> 4) balancing the injustice to the applicant against the prejudice to the respondent; and
> 5) the chance of success of the grievance.

[44] The Board and its predecessors have applied that framework consistently and with minor tweaks, such as the slight reformulation applied recently at paragraph 75 of *Van de Ven v. Treasury Board (Canada Border Services Agency)*, 2023 FPSLREB 60. Ultimately, in applications made under s. 61(b) of the *Regulations*, the Board must determine whether it is in the interest of fairness to grant the requested extension.

[45] The items of the *Schenkman* criteria are not of equal weight, and the Board must assess each application for an extension of time on the basis of its particular facts. I agree with the Board's recent comments, as follows, on developing a more balanced approach to applying the criteria and on whether grievors should be held accountable for their bargaining agents' errors (see *Van de Ven*, at paras. 73 and 74):

> *[73] I find that there are two tendencies in the case law, well described in* Barbe *at paragraph 48. On the one hand, some of the Board's case law suggests that the first* Schenkman *criterion, a clear and cogent reason for the delay, takes precedence over the other criteria and that bargaining agent errors are not cogent and compelling reasons for a delay (see* Martin *and* Copp*). On the other hand, the more recent case law suggests a more balanced approach to the use of the* Schenkman *criteria and a more flexible approach to whether a grievor is to be held accountable for errors on the part of their union; see* Lessard-Gauvin*, at para. 32;* Barbe*; and* Slusarchuk*.*

> *[74] I agree with the Board's decision in* IBEW *that keeping in mind the wording of s. 61, the overall consideration is one of fairness. I also agree with the Board in* N.L. *at paragraph 28, which states, "The circumstances of each case affect the importance and weight given to each criterion." I also agree with the union's argument that the fifth criterion in* Schenkman *("the chance of success of the grievance") is difficult to assess at this stage. It is more appropriate to apply that criterion as a means of not allowing an application to extend timelines when a grievor fails to make out an arguable case of a violation or if the Board finds a grievance frivolous or vexatious; see* N.L.*, at para. 45;* Barbe*, at para. 38; and* Lessard-Gauvin*, at para. 50.*

[46] On the facts of this case, I determine that it is in the interest of fairness to grant the extension of time. The circumstances of this case are such that I give the most weight and importance to three of the five *Schenkman* criteria — a clear, cogent, and compelling reason for the delay, the length of the delay, and balancing the injustice to the applicant by not granting the extension against the prejudice to the respondent by granting it.

[47] The grievance was filed on time and was immediately transmitted to the final level. A hearing was held on June 14, 2022, at which Mr. Olutola made comprehensive submissions. Following the hearing, the respondent issued a final level response on July 28, 2022.

[48] The bargaining agent made an error that it consistently described in its submissions as an "operational oversight". It missed the deadline to refer the grievance to adjudication by 14 days. The respondent does not dispute this fact, and I find it a clear, cogent and compelling reason for the short delay. While normally, an administrative error of this nature will not be enough, on its own, to warrant granting an extension pursuant to s. 61(b) of the *Regulations*, I find that it is in the interest of fairness to grant the extension, considering the *Schenkman* criteria as a whole, notably, the short length of the delay, the applicant's due diligence and reliance on the bargaining agent to refer the grievance within the timelines, and the fact that the applicant would suffer the worst prejudice were the extension not granted.

[49] The respondent cites *Copp*, *Martin*, *Callegaro*, *St-Laurent*, and *Sonmor*, in which the bargaining agents made administrative errors and the applications under s. 61(b) of the *Regulations* were denied. However, in each case, the Board's predecessors evaluated the first criterion within a context of mostly considerably longer delays and

findings of the applicants' lack of diligence with respect to pursuing their grievances during the relevant periods. These cases can thus be distinguished from the case at bar where I find that it was reasonable for the applicant to rely on her union to refer her grievance to adjudication.

A. The length of the delay

[50] The length of the delay is short — 14 days. It is similar to *Riche*, in which the Board opined that a 14-day delay was of no greater magnitude than a 9-day delay (see paragraph 14). On several occasions, the Board and its predecessors have granted extensions involving longer delays. In *Hendessi*, the Board's predecessor granted the requested extension even with the union's administrative error, which resulted in a 30-day delay referring the human-rights grievance to adjudication. In *Perry*, it granted an extension after a 2-month delay referring a termination grievance to adjudication, and in *Trenholm*, it granted an extension for a termination grievance that the bargaining agent referred to adjudication 5 1/2 months late. All but two of the cases that the respondent cites involve situations in which the Board's predecessor declined to grant an extension, but the delays involved were much longer than 14 days; in *Copp*, it was 80 days, in *Callegaro*, it was 14 months and in *Lagacé*, it was 6 months.

B. The due diligence of the applicant

[51] The applicant has asserted that she was involved in the grievance process and the respondent's final level reply confirms that the applicant attended the final level grievance presentation and provided information along with her union representative. Although the applicant asserts that she communicated an intent to challenge the final-level decision within the prescribed timeline, I find that there is insufficient evidence that this occurred. I accept the applicant's submission that it referred the grievance to adjudication when it became aware of the oversight.

[52] Further, I find that it was not unreasonable or proof of a lack of diligence for the applicant to rely on her bargaining agent to refer her grievance to adjudication within the statutory timeline, just as she would have relied on it to file the grievance on time on February 4, 2022, and to present the grievance with her input at the final level on June 14, 2022. Given that the applicant trusted her bargaining agent to refer her grievance to adjudication, the lack of proof of her follow-up within a short period (9 working days) is hardly evidence of a lack of intent or diligence pursing her rights

especially since the applicant was represented by the bargaining agent at every stage of the grievance process.

[53] This is similar to the conclusion reached in *Riche*, in which the Board granted the requested extension and found that it had not been unreasonable for the applicant to trust his union to refer two disciplinary grievances to the second level within the prescribed timeline and without the applicant's intervention since the bargaining agent had been representing the applicant throughout the grievance process.

C. Balancing the injustice to the applicant against the prejudice to the respondent

[54] I also find that the injustice to the applicant would be more were the extension not granted than would be the prejudice to the respondent were it granted. I agree with the applicant that since the grievance involves allegations of a breach of the duty to accommodate on the basis of religion and a loss of salary, the impact on the applicant of not having her case heard would be significant, which is similar to the situation in *Squires*, at para. 58.

[55] I find that the respondent adduced no evidence that it would suffer any prejudice were the extension granted. Other than citing *Grouchy* and the importance of respecting deadlines in labour relations to guarantee certainty and finality, I am not convinced that the prejudice would weigh more heavily on the respondent were the extension granted.

[56] The principle of respecting timelines to ensure finality in labour relations is a two-way street. Although this does not factor into my analysis and it is not at issue, I note that the respondent's comments about respecting timelines seem inconsistent with its practice in this case. For a dispute involving allegations of a duty to accommodate and an ongoing loss of salary, it took the respondent 6 weeks to issue a final-level response. This is just over twice as long as the normal 20-day response time expected once the grievance is presented at the final level (see clause 34.14 of the collective agreement).

D. Chance of success of the grievance

[57] I find that there is insufficient evidence on file to determine the chance of success of the grievance. Therefore, I give no weight to the applicant's or the respondent's submissions on this criterion since it would be premature to make such

an evaluation in the absence of evidence. Furthermore, as the Board has often determined, it cannot usually make that determination at such an early stage.

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

(The Order appears on the next page)

VII. Order

[59] The extension of time to refer the grievance to adjudication is granted.

[60] The file will be sent to the Board's Registry to be scheduled for a hearing in due course.

September 19, 2023.

Patricia H. Harewood,
a panel of the Federal Public Sector
Labour Relations and Employment Board