Date: 20231102

File: 566-34-47114

Citation: 2023 FPSLREB 99

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

ELIAS NEHME

Grievor

and

CANADA REVENUE AGENCY

Employer

Indexed as
Nehme v. Canada Revenue Agency

In the matter of an individual grievance referred to adjudication

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

For the Grievor: Karyn Ladurantaye, Employment Relations Officer

For the Employer: Christine Langill, counsel

Decided on the basis of written submissions, filed May 8, 23, and 31, July 27, and August 17, 2023.

REASONS FOR DECISION

I. Overview

[1] The Canada Revenue Agency ("the employer") objects to this grievance on the basis that it was filed late. Elias Nehme ("the grievor") resigned his employment in late 2021 and filed this grievance on July 20, 2022. The employer states that the circumstances giving rise to the grievance arose while the grievor was still employed and, therefore, the grievance was filed beyond the 25-working-day period for doing so.

[2] I agree.

[3] The grievance alleges a series of wrongdoing that occurred while the grievor was employed. The grievor says that he waited until 7 months after he was no longer employed to file this grievance because the employer did two things: on June 20, 2022, it ended its COVID-19 vaccine mandate for its employees, and at some unspecified time it appointed other employees to positions he coveted. The grievor says these two actions show that the employer acted in bad faith while he was still employed.

[4] Contrary to the grievor's submissions, the material facts underlying his grievance all occurred before his last day of employment. The end of the COVID-19 vaccine mandate, and appointing other employees to positions the grievor wanted for himself while he was employed, did not restart the 25-day period to file a grievance.

[5] I allow the employer's objection to this grievance and dismiss it as untimely.

II. Essential facts of the grievance

[6] There are two facts that the parties agree on: the grievor resigned by email on November 22, 2021, and he filed this grievance on July 20, 2022. The grievor initially stated that he would resign effective Monday December 13, 2021, then asked for the effective date to be November 23, 2021, and then wrote to complain about the fact that his manager accepted his resignation effective November 23, 2021 instead of December 13, 2021 (and that his manager should have allowed him to go on unpaid sick leave until that time). The staffing document submitted by the employer indicates that the grievor was struck off strength on Friday December 10, 2021. There remains no dispute that the grievor resigned and that the effective date of the resignation was some date on or before December 13, 2021. For the purposes of this case, the precise resignation date is unimportant.

[7] The parties also agree that the period in which to file a grievance expires 25 days "… after the date on which [the employee] is notified orally or in writing or on which [the employee] first becomes aware of the action or circumstances giving rise to the grievance" (from clause 34.11 of the collective agreement between the Professional Institute of the Public Service of Canada and the Canada Revenue Agency that expired on December 21, 2022; "the collective agreement"). The term "day" is defined in the collective agreement to exclude weekends and holidays, so the time limit to file a grievance is 25 working days.

[8] The parties disagree about just about everything else in this case; fortunately, the fact of the grievor's resignation in late 2021 and the date of the grievance are sufficient to decide this case.

[9] Finally, s. 95 of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79) requires an employer or respondent to object to the timeliness of a grievance at the level at which the time limit was not met, at all subsequent levels of the grievance process, and finally object again no later than 30 days after being provided with a copy of the reference to adjudication. The employer has met those requirements; therefore, the sole issue in this case is whether the grievance is in fact untimely.

III. The approach to determine the deadline to file a grievance

[10] As stated earlier, the collective agreement stipulates that the 25-day period in which to file a grievance begins to run when the employee is notified or becomes aware of the "action or circumstances giving rise to the grievance."

[11] To determine the "… action or circumstances giving rise to [this] grievance", I have followed the approach in *Bowden v. Treasury Board (Canada Border Services Agency)*, 2021 FPSLREB 93 at para. 37, and have determined that action or circumstance by reviewing the grievance form. I have also considered the submissions filed by the grievor that described the nature of this case.

[12] The grievance reads as follows:

> *I grieve the employer's decision to take away my duties that I have performed well, to make false and misleading promises regarding obtaining a permanent position and to significantly change my working conditions. The change in my duties and working*

> *conditions amounts to constructive dismissal. This has caused damage to my reputation, financial hardship, and tremendous stress and anxiety. I grieve that the employer has harassed me to the point that I had to resign from my position to preserve my well-being. I further grieve that the Employer's actions were intended as retaliation for having raised workplace issues and concerns contrary to my AFS collective agreement articles 5 (Management Rights), 24 (Health and Safety) and other related articles. I have also had to go on medical leave to take care of my health and I was informed that once my leave expired, my only option was to apply for medical retirement. I was not informed of my rights to apply for EI sickness benefits, disability insurance benefits or offered any form of accommodation. I was further harassed while on sick leave to attest to my vaccination status, contrary to the Covid Policy itself. In doing so, I have been discriminated against contrary to the No Discrimination clause (42) of my collective agreement. The Employer's actions are also contrary to the Canada Labour Code Part 2 (Health and Safety) including the Public Service Labour Relations Act, the Canadian Human Rights Act, and all other applicable legislation, CRA policies and directives.*

[13] The events being grieved, according to the grievance form, are thus the following:

- the change in the grievor's duties;
- the promises about a permanent position (the grievor was acting as an ES-04 and wanted to be permanently appointed at that classification);
- the harassment that caused the grievor to resign;
- informing the grievor that once his sick leave expired, his only option was to apply for medical retirement whereas he should have been advised of his right to apply for employment insurance; and
- asking the grievor to attest to his vaccination status (which the grievor states was harassment).

[14] While I do not have the precise dates of these events, they all occurred at some point before December 13, 2021 (the grievor's proposed resignation date). The deadline to grieve these events expired no later than 25 days later (i.e., January 20, 2022).

[15] The grievor also filed a Form 24 providing notice to the Canadian Human Rights Commission, stating that the grievance alleges age discrimination. Since the grievance does not mention age discrimination, I asked the grievor's representative to explain the nature of this claim. The representative explained that the grievor alleges that he was ridiculed and treated poorly because he was younger than the other members of his team, including being mocked for holding a Masters of Business Administration

degree, being ridiculed for a lack of knowledge of movie or music trivia from previous eras, and being excluded from social gatherings. The grievor also claims that the employer withheld certain work responsibilities from him due to his age.

[16] All these incidents also occurred before the grievor's last day of work on December 13, 2021, and to the extent that the grievance raises those issues, they also fall outside the 25-day deadline.

IV. The grievor's three arguments as to why the grievance is timely

[17] The grievor makes three arguments as to why the grievance is timely despite the action or circumstances giving rise to the grievance having occurred more than 25 days before it was filed. I have rejected all three arguments.

A. The material facts arose before the grievor's last day of employment

[18] First, the grievor argues that the grievance would not have fully encompassed or accurately depicted all the material events if it had been filed before June 20, 2022. In other words, the material facts arose on June 20, 2022. The grievance was filed on July 20, 2022, meaning that it was timely if the material facts arose in the preceding 25 days (i.e., after June 14, 2022).

[19] By way of background, the Canada Revenue Agency introduced a policy requiring all employees to attest to whether they were fully vaccinated against COVID-19 by November 26, 2021, and to then become fully vaccinated by December 13, 2021, subject to a number of exceptions. On June 20, 2022, the Canada Revenue Agency discontinued that policy. The Canada Revenue Agency copied the policy, and its retraction, from the rest of the federal public administration.

[20] The grievor argues that discontinuing that policy on June 20, 2022, was a material fact giving rise to this grievance, arguing that "… the events that occurred and unjust actions of the employer and its agents towards him culminated with the lifting of the vaccine mandate on June 20, 2022."

[21] I reject this argument.

[22] The ability of a former employee to file a grievance is set out in s. 206(2) of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*"), which reads as follows:

Former employees	***Application aux anciens fonctionnaires***
(2) *Every reference in this Part to an* **employee** *includes a former employee for the purposes of any provisions of this Part respecting grievances with respect to*	***(2)*** *Les dispositions de la présente partie relatives aux griefs s'appliquent par ailleurs aux anciens fonctionnaires en ce qui concerne :*
(a) *any disciplinary action resulting in suspension, or any termination of employment, under paragraph 12(1)(c), (d) or (e) of the* Financial Administration Act*; or*	***a)*** *les mesures disciplinaires portant suspension, ou les licenciements visés aux alinéas 12(1)c), d) ou e) de la* Loi sur la gestion des finances publiques*;*
(b) *in the case of a separate agency, any disciplinary action resulting in suspension, or any termination of employment, under paragraph 12(2)(c) or (d) of the* Financial Administration Act *or under any provision of any Act of Parliament, or any regulation, order or other instrument made under the authority of an Act of Parliament, respecting the powers or functions of the separate agency.*	***b)*** *dans le cas d'un organisme distinct, les mesures disciplinaires portant suspension, ou les licenciements, visés aux alinéas 12(2)c) ou d) de cette loi ou à toute loi fédérale ou à tout texte d'application de celle-ci, concernant les attributions de l'organisme.*

[Emphasis in the original]

[23] The grievor was employed by a separate agency and, therefore, was governed by s. 206(2)(b) of the *Act*.

[24] In addition to this statutory rule for employees who have been terminated from their employment, a former employee may file a grievance after they have voluntarily resigned their employment when the material facts underlying the grievance transpired while the aggrieved person was employed; see *Canada (Attorney General) v. Santawirya*, 2019 FCA 248 at para. 20. However, there must still be a connection between the event being grieved and the employment relationship. As the Federal Court of Appeal explained in *Santawirya*, "… there are circumstances where a person may no longer be an employee when some material facts arise, but the required nexus to the employment relationship is nevertheless established" (at para. 21). The employer also cites *Price v. Canada (Attorney General)*, 2016 FC 649 at para. 31, for this principle, where the Federal Court concluded that a former employee had standing to

grieve a performance rating for a period of his employment but provided only after his retirement because he was aggrieved "as an employee" by his performance rating. I agree that the reasoning in *Price* was confirmed by the Federal Court of Appeal in *Santawirya*.

[25] This means that an employee's resignation "… fixes the boundaries within which most of the material facts must be found" (see *Santawirya*, at para. 22). In other words, the matter giving rise to the grievance must arise during the course of the grievor's employment, and the grievor must be aggrieved "as an employee" (see *Salie v. Canada (Attorney General)*, 2013 FC 122 at para. 61).

[26] The decision to lift the COVID-19 vaccination policy on June 20, 2022 was made after the grievor resigned. The grievance does not even allege that the decision to lift the vaccine mandate affected the grievor or mention it in any way, let alone state that it affected him "as an employee". I have concluded that lifting the vaccine mandate did not affect the grievor as an employee, which means he does not have the standing to grieve that decision. That decision was therefore not a material fact giving rise to this grievance and did not restart the 25-day period in which to file a grievance.

B. The employer's intention is not a material fact, and learning of that intention did not restart the period in which to file a grievance

[27] Second, the grievor argues that the alleged "… maliciousness of [the employer's] intent was not fully evident until the date the vaccine mandate was lifted" and that the "… gravity of the situation was not fully evident" until that time. In this alternative argument, the grievor is not arguing that lifting the vaccine mandate aggrieved him; instead, he is arguing that lifting the vaccine mandate provided evidence of the employer's intention to harm him during his employment.

[28] The grievor similarly argues that the employer's appointment of permanent ES-04s also provides evidence of its intention to harm him. The grievor does not identify when the employer appointed these permanent ES-04s, aside from it being done after he gave his notice of resignation on November 22, 2021. I have presumed, without deciding, that the appointments being complained of took place within 25 days of the date of the grievance — otherwise, this submission does not assist the grievor as his grievance would still be out of time.

[29] The grievor's argument invokes the discoverability principle. This principle "… dictates that a cause of action arises for purposes of a limitation period when the **material facts** on which it is based have been discovered or ought to have been discovered by the [grievor] by the exercise of reasonable diligence" [emphasis added] (see *Toromont Cat v. International Union of Operating Engineers, Local 904* (2021), 325 L.A.C. (4th) 262 (Peddigrew), citing *Central Trust Co. v. Rafuse*, [1986] 2 S.C.R. 147 at para. 77). This principle is reflected in clause 34.11 of the collective agreement, which states that a grievor may present a grievance "… not later than the twenty-fifth (25th) day after the date on which [the employee] is notified orally or in writing **or on which he first becomes aware** of the action or circumstances giving rise to the grievance" [emphasis added].

[30] The discoverability principle does not permit a grievor to wait to discover all the evidence that could support their claim to come into their possession. As the Alberta Court of Appeal has pointed out, "[v]ery few people who sue have perfect certainty" (see *Hill v. Alberta (Registrar of Land Agents)*, 1993 ABCA 75 at para. 8). Instead, the question is whether a person knows enough facts on which to base an allegation against another party; see *Lawless v. Anderson*, 2011 ONCA 102 at paras. 22 and 23. As one court has put it, "… the limitation period runs from when the prospective plaintiff has or ought to have had, knowledge of a potential claim, and the later discovery of facts which change a borderline claim into a viable one does not give rise to the discoverability principle"; see *Johnson v. Studley*, 2014 ONSC 1732 at para. 60.

[31] The discoverability principle thus means that the time limit begins to run once a party learns of the material facts that give rise to a claim. Material facts are the facts that comprise the "elements essential to formulate a claim"; see *Mercantile Office Systems Private Limited v. Worldwide Warranty Life Services Inc.*, 2021 BCCA 362 at para. 45. Once the grievor discovers the material facts, the 25-day time limit to file a grievance begins to run.

[32] There is a difference between material facts and the evidence needed to prove them. The difference is "a difference of degree and not of kind" in that evidence is the information that "tend[s] toward proving the truth of the material facts": see *Jacobson v. Skurka,* 2015 ONSC 1699 at para. 44.

[33] The Federal Public Sector Labour Relations and Employment Board ("the Board", which also refers to any of its predecessors) has addressed this point on a number of occasions when dealing with grievors who explain that they filed their grievances late because they were waiting for documents that would be provided under access-to-information requests (commonly referred to as ATIP requests). Sometimes, the Board has granted an extension of time to file a grievance because of a pending ATIP request, as in *Palmer v. Canadian Security Intelligence Service*, 2006 PSLRB 9, and sometimes, the Board has concluded that waiting for an ATIP request was not a sufficient reason to justify an extension of time, as in *Chow v. Treasury Board (Public Health Agency of Canada)*, 2015 PSLREB 81. However, in every case, the pending ATIP request did not trigger the discoverability principle. Even in cases like *Palmer*, in which the Board granted an extension of time, the grievance was still late despite the outstanding ATIP request because the information found in the ATIP request may have been helpful evidence but the information was not a material fact.

[34] The grievor never explains how an employer lifting a vaccine mandate for all employees demonstrates that the employer was intending to harm him as an employee before his resignation seven months earlier. The grievor also does not explain why appointing other employees to ES-04 positions demonstrates that the employer intended to harm him. The grievor seems to be arguing that he was promised a promotion in the spring of 2020, the employer breached that promise in 2020, and the employer's decision to appoint other employees years later, after he quit, demonstrates something. At its best, the grievance alleges that the employer harassed the grievor, and lifting the vaccine mandate and appointing other ES-04s, according to the grievor's written submissions, "… changed the circumstances and further revealed the intentions behind the actions of his former managers and employer."

[35] I admit that I am skeptical about the grievor's case that lifting a vaccine mandate or appointing other employees can show that the employer intended to harm him given that he resigned some seven months earlier. I suspect strongly that the employer is right to submit that "… the allegation that the suspension of the Policy was the culmination of the Employer's action against the Grievor is not supported by facts nor evidence." I also have concerns about whether the Board has the jurisdiction to hear this grievance, as personal harassment and staffing issues typically fall outside the Board's jurisdiction. However, since I am concerned only with timeliness at this stage, I am prepared to assume that the grievor could prove that the employer lifted a

vaccine mandate for its entire workforce and that it appointed other employees to positions that the grievor wanted in 2020 just to harm him even though he quit months earlier.

[36] The grievor's argument about timeliness confuses the material facts that form the basis of his grievance with the evidence to support it. Intent is not a material fact that forms the basis of a harassment grievance because intent is not a necessary component of harassment; see *Green v. Canada (Attorney General)*, 2017 FC 1121 at para. 36, *Thomas v. Canada (Attorney General)*, 2013 FC 292 at para. 67, and *Ivanoff v. Treasury Board (Correctional Service of Canada)*, 2023 FPSLREB 20 at para. 152. The victim of harassment does not need to prove that the harasser intended to harass them. A harasser's intentions may be helpful evidence or be relevant when assessing the appropriate remedy, but it is a harasser's conduct — not their intentions — that forms the basis of a claim of harassment.

[37] The material facts giving rise to the grievance were all known to the grievor before he resigned; what happened afterwards is, at best, evidence of intent that would help him prove his claim or affect the remedy. The deadline to file a grievance is triggered when the grievor knows the material facts necessary to file a grievance, not when the grievor has accumulated the evidence they think they need to win their case. The discoverability principle does not assist the grievor in this case.

C. This is not a continuing grievance

[38] Third, the grievor argues that there was an ongoing course of conduct that culminated with the employer lifting the vaccine mandate on June 20, 2022. The grievor further argues that this means that there was a continuing grievance, which restarted the time limit to file a grievance on June 20, 2022.

[39] A continuing grievance occurs when an employer breaches a recurring duty. Thus, when an employer's duty arises at repeated intervals, the breach of that duty occurs at each interval, and the period to grieve that breach reoccurs each time; see *Bowden*, at paras. 33 to 36, and Gorsky et al., *Evidence and Procedure in Canadian Labour Arbitration* (looseleaf) at 3:4. Alleging that there has been a continuing grievance does not eliminate time limits: a grievor still must file a grievance within 25 days of the last link in the chain of events that the grievor states constitutes a breach

of the employer's recurring duty; see *Fontaine v. Treasury Board (Canada Border Services Agency)*, 2012 PSLRB 39 at paras. 26 and 27.

[40] The grievor has not alleged that the employer had a duty to continue the vaccine mandate beyond June 20, 2022. The grievor has not identified any other duty that the employer breached roughly seven months after his resignation either. If this was a continuing grievance, the last link in the chain of events occurred when the grievor resigned his employment.

V. The time limit to allege a constructive dismissal runs from the last day of employment

[41] In addition to everything discussed so far, the grievor also alleges that he was constructively dismissed by the employer. This allegation involves a different analysis.

[42] A constructive dismissal occurs when an employer's conduct demonstrates an intention to no longer be bound by the employment contract in one of two ways: a single unilateral act that breaches an essential term of its contract of employment, or a series of acts that, taken together, show that the employer no longer intends to be bound by its contract of employment. In this way, "[t]he word 'constructive' indicates that the dismissal is a legal construct: the employer's act is treated as a dismissal because of the way it is characterized by the law …" (see *Potter v. New Brunswick Legal Aid Services Commission*, 2015 SCC 10 at para. 30).

[43] As set out earlier, s. 206(2) of the *Act* permits a former employee to grieve the "termination" of their employment despite no longer being an employee. The Ontario Court of Appeal has concluded that the phrase "termination of employment" in s. 236(3) of the *Act* includes a constructive dismissal (see *Pearce v. Canada (Staff of the Non-Public Funds, Canadian Forces)*, 2021 ONCA 65 at para. 54). The same phrase in s. 206(2)(b) should be given the same meaning, so that a constructive dismissal is covered by s. 206(2).

[44] The Board has declined to "… rule definitively on the question of whether the doctrine of constructive dismissal has any role in public-sector employment …"; see *Elliot v. Deputy Head (Correctional Service of Canada)*, 2019 FPSLREB 4 at para. 94, and see *Lemieux v. Deputy Head (Correctional Service of Canada)*, 2021 FPSLREB 20 at para. 178, cited by the employer. The employer's objection in this case is about timeliness, and therefore, I will not comment further on the role of constructive dismissal in

public sector employment. In other words, for the purposes of determining the employer's objection to this grievance, I will presume — but not decide — that the doctrine of constructive dismissal can apply to the grievor.

[45] However, presuming that a grievor may file a so-called "constructive dismissal grievance", such a grievance is in respect of a "termination" of employment for the purposes of s. 206(2) of the *Act*.

[46] The difficulty that the grievor faces is that a claim for constructive dismissal crystallizes no later than the last day of an employee's employment, meaning he had to file his grievance no later than 25 working days after his final day of employment.

[47] An employee does not necessarily have to resign after being constructively dismissed. An employee can continue to work "under protest" to mitigate their damages while they pursue their constructive dismissal claim (see *Potter*, at para. 109) or can try out the new terms and conditions of employment before commencing a constructive dismissal claim (see *Belton v. Liberty Insurance Co. of Canada*, 2004 CanLII 6668 (ON CA) at para. 26). For these reasons, a constructive dismissal may occur before a resignation. However, a constructive dismissal certainly occurs no later than the last day of employment: an employee cannot be constructively dismissed after they have resigned. This is evident from the nature of a constructive dismissal. A constructive dismissal, to repeat what I have said earlier, occurs when the employer's conduct demonstrates an intention to no longer be bound by the employment contract. The employment contract ends when an employee resigns. Since there is no longer an employment contract (in this case, because the employee has resigned), the employer's conduct can no longer demonstrate an intention to no longer be bound by an employment contract — as the employment contract no longer exists.

[48] This means that the period to commence a claim for constructive dismissal begins to run on the date that an employee resigns their employment; see *Oseen v. Chinook's Edge School Division No. 73*, 2006 ABCA 286, *Saltsov v. Rolnick*, 2010 ONSC 914, *Bambury v. Royal Bank of Canada*, 2011 ONSC 2840, and *HFX Broadcasting Inc. v. Cochrane*, 2022 NSCA 67.

[49] The grievor argues that those cases pertain only to employment outside the federal public service. But the principle disclosed in those cases applies to all constructive dismissals, no matter the jurisdiction.

[50] This rule is also consistent with the result of the Board's decision in *Stevenson v. Treasury Board (Department of Employment and Social Development Canada)*, 2016 PSLREB 17, in which the grievor resigned on June 27, 2014, but did not file her grievance until September 8, 2014. The Board refused to grant the grievor an extension of time to file a "constructive dismissal grievance" because she had not provided a clear, cogent, and compelling reason to do so. In the course of refusing to grant this extension of time, the Board recognized that the grievor could have filed such a grievance "… at any point after her resignation was accepted", by which it meant within the time limit to do so (in that case, 35 calendar days). In other words, the Board came to the same result as those court decisions — namely, the time limit to file a constructive dismissal claim (whether by grievance or civil action) runs from the last date of employment.

[51] The grievor's last day of employment was no later than December 13, 2021. If he was constructively dismissed, the period in which to commence this grievance began to run on that day and expired 25 days later (i.e., January 20, 2022). He filed his grievance more than 25 days after his (constructive) termination of employment.

VI. The employer's ongoing investigation is not relevant

[52] Finally, the grievor notes that he made a complaint with his employer, which is currently investigating that complaint. The grievor argues that:

> …
>
> *… It is an absurd injustice and unfairness to the grievor to have the Agency accept these allegations for the purposes of an administrative investigation, outside of the legislated grievance process, while at the same time raising an objection to the timeliness of the same matters within the grievance process up to and including adjudication of this matter.*
>
> …

[53] I disagree.

[54] I have no information about the scope or subject matter of this investigation. However, there are many reasons why an employer may decide to investigate an allegation of wrongdoing, particularly around staffing. An employer may want to assure itself that it has hired the right people. An employer may want to identify any weaknesses in its existing policies and fix them. An employer may want to create a

culture encouraging the disclosure of wrongdoing by investigating every allegation, no matter how meritorious. None of this means that an employer has waived its rights simply because it chose to investigate an allegation — including the right to object to the timeliness of a proceeding when a former employee makes a claim against it. An employer is allowed to investigate a complaint while it defends itself against it, and the investigation does not freeze the time limit to file a grievance. There is nothing absurd or unfair about this.

VII. I will not address the staffing program at the Canada Revenue Agency and other issues about the merits of the grievance

[55] The employer argued that the grievor's complaints about the failure to permanently appoint him to an ES-04 position are outside the scope of the grievance process because staffing matters are within the exclusive jurisdiction of the Canada Revenue Agency's staffing program due to ss. 208(2) and (5) of the *Act*. In light of my decision that the grievance is untimely, I have not addressed that submission.

[56] The employer also submitted that the allegations in the grievance are vague and that they were never presented during the grievance process. Since I have concluded that the grievance is untimely, I have not assessed the merits of the grievor's claim or whether he made it during the grievance process.

VIII. No request for an extension of time

[57] The grievor has not requested an extension of time to file this grievance. Nevertheless, the employer made submissions about why such a request should not be granted. As the grievor never requested an extension of time, I have not addressed the employer's submissions about the criteria for an extension of time in this decision.

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

(The Order appears on the next page)

IX. Order

[59] The grievance is dismissed.

November 2, 2023.

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