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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

JEAN-SÉBASTIEN BÉLIVEAU

Grievor and Applicant

and

DEPUTY HEAD
(Correctional Service of Canada)

Respondent

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

In the matter of individual grievances referred to adjudication and a request for an extension of time under s. 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 Grievor and Applicant: Christophe Haaby, Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN)

For the Respondent: Nicolas Giroux, grievance coordinator

Decided on the basis of written submissions,
filed January 9 and March 31, 2023,
and January 29 and February 7, 2024.
[FPSLREB Translation]

REASONS FOR DECISION **FPSLREB TRANSLATION**

I. Request before the Board

[1] Jean-Sébastien Béliveau (“the grievor”) works for the Correctional Service of Canada (“the respondent”) as a correctional officer (CX-02). He was disciplined three times for three separate workplace incidents. He challenged them by filing three grievances. The Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN; “the bargaining agent” or “the union”) referred them all to adjudication for the grievor on December 22, 2022, after the final-level presentation was made and the respondent did not reply.

[2] The respondent raised a preliminary objection after these grievances were referred to adjudication. It argued that the Federal Public Sector Labour Relations and Employment Board (“the Board”) does not have jurisdiction to hear them because they were referred after the deadline, contrary to s. 90(2) of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; “the *Regulations*”). In addition, the fact of failing to reply to grievances within the time limit set out in the collective agreement that the Treasury Board and the union entered into for the Correctional Services group, which expired on March 31, 2022 (“the collective agreement”), should be considered as a rejection of the grievances without grounds (see *McWilliams v. Treasury Board (Correctional Service of Canada)*, 2007 PSLRB 58).

[3] The bargaining agent submitted a request for the grievor under s. 61(b) of the *Regulations*. It admitted that the delay was due to its negligence. Grievances fell “[translation] between the cracks” because the officer processing the files took a leave of absence, and the grievor changed locals. It submitted that those are clear, cogent, and compelling reasons to explain the one- to three-month delay.

[4] I was assigned this file on December 8, 2023, to determine whether the preliminary objection would proceed, on the basis of written submissions. By the powers conferred on the Board in s. 22 of the *Federal Public Sector Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365) with respect to rendering a decision without a hearing, I decided that doing so would be in the best interests of effective administrative justice. I rendered this decision after I gave the parties the opportunity to provide additional submissions and to answer the Board’s

supplementary questions. They replied to the Board's questions. Neither wished to file additional submissions.

[5] For the following reasons, I find that the grievances were not referred after the time limit under clause 20.14 of the collective agreement, which provides the employer the flexibility to reply abnormally; that is, outside the 30-day time limit.

[6] Clause 20.14 of the collective agreement provides that normally, the respondent will reply to a grievance at the final level of the grievance process within 30 days of the date on which the grievance was presented. The parties that negotiated that provision could have excluded the adverb "normally", but they included it, and each word should have meaning. It is flexible and permissive language that in my opinion allows the employer to reply to a grievance normally within 30 days but also opens the door for it to reply abnormally; that is, in an abnormal or exceptional situation in a shorter or longer time.

[7] Under clause 20.14 of the collective agreement, the respondent is obliged to reply to grievances at the final level. In this case, it confirmed that it still plans to reply to the grievances.

[8] Since the respondent has not replied to the grievances, is obliged to reply, and still intends to based on its written submissions, I find that the 40 days provided in s. 90(2) are not activated because the time within which the employer is required to reply, according to the collective agreement, has not taken place.

[9] Alternatively, even were the grievances considered untimely, for the sake of fairness, I would grant the grievor's request for an extension of time under s. 61(b) of the *Regulations*. By applying the criteria in *Schenkman v. Treasury Board (Public Works and Government Services Canada)*, 2004 PSLRB 1, I find that the grievor was not aware that his grievances had not been referred to adjudication (because the agent handling them was on sick leave) and that there was a lack of internal communication given the grievor's transfer. Therefore, I find that they are clear, cogent, and compelling reasons that justify the delay. This is particularly true, given that the respondent found that the notice of the final-level grievance hearing was sent to the bargaining agent and that the practice followed was that the bargaining agent would ensure that the notice was sent to the grievor, which was not done in this case.

[10] The respondent cannot criticize the grievor for his alleged lack of diligence when it failed to inform him about the progress of his grievances.

[11] I accept the bargaining agent's arguments that the grievor exercised diligence pursuing his three grievances throughout the process, and I see no undue prejudice that the respondent would suffer were I to grant the extension request. On the other hand, because of his union's admitted negligence, the grievor may lose the right to challenge the three suspensions.

II. Procedural history

[12] The first grievance, filed on December 18, 2021, challenged discipline in the form of six days' suspension that the respondent imposed on November 29, 2021, for an incident that occurred on April 4, 2021.

[13] The second grievance, filed on December 18, 2021, challenged discipline in the form of six or seven days' suspension imposed on November 29, 2021, for an incident that occurred on June 3, 2021.

[14] The third grievance, filed on July 26, 2021, challenged discipline of two days' suspension.

[15] The grievances were presented at the final level on July 11, June 10, and September 18, 2022, respectively.

[16] No third-level grievance hearings were held, and no final-level replies to the grievances were issued.

[17] The union referred the grievances to adjudication on December 22, 2022.

III. Summary of the arguments

A. The respondent's preliminary objection

[18] The respondent submitted that the grievances should be denied because they were referred to adjudication after the deadline.

[19] The respondent cited clauses 20.02 and 20.14 of the collective agreement, which read as follows:

20.02 *In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.*	***20.02*** *Lorsqu'il s'agit de calculer le délai au cours duquel une mesure quelconque doit être prise ainsi qu'il est stipulé dans la présente procédure, les samedis, les dimanches et les jours fériés désignés payés sont exclus.*
…	[…]
20.14 *The Employer shall normally reply to a grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.*	***20.14*** *L'employeur répond normalement au grief au dernier palier de la procédure de règlement des griefs dans les trente (30) jours qui suivent la date de la présentation du grief à ce palier.*

[20] The respondent submitted that *McWilliams* established that not replying to a grievance amounts to rejecting the grievance without grounds. Since no reply to the grievances was issued and they should have been referred to adjudication on September 3, October 2, and November 13, 2022, respectively, they should be denied on that basis alone.

B. The bargaining agent's reply

[21] The bargaining agent submitted that the grievor signed a power of attorney to have it sign for him at the different levels.

[22] The analysis of the *Schenkman* criteria applies, but fairness is the most important aspect, under s. 61(b) of the *Regulations*.

[23] The bargaining agent submitted that the clear, cogent, and compelling reason for the delay is that the grievor expected it to refer his grievances to adjudication within the time limit.

[24] The bargaining agent admitted that the reason for the delay its negligence, given a communication problem when the grievor changed institutions during the process and the agent responsible for his grievances went on a leave of absence. For that reason, afterward, the grievances "[translation] fell between the cracks". The grievor was unaware that his grievances had not been transmitted and learned of it the same day they were referred.

[25] The bargaining agent submitted that as a result, it entirely caused the delays, as determined in *Prior v. Canada Revenue Agency,* 2014 PSLRB 96 at para. 127; and *Thompson v. Treasury Board (Canada Border Services Agency)*, 2007 PSLRB 59. In addition, the length of the delay is one to three months, and it was not unreasonable for the grievor to believe that his grievances had been referred.

[26] The bargaining agent submitted that the length of the delay and the grievor's diligence should be assessed together and that the grievor was not negligent. He participated in the local's process by completing the forms and submitting the documents. He should not suffer the consequences of his union's negligence.

[27] The bargaining agent noted that the grievances have merit and are not frivolous. Although the Board cannot fully analyze them, it can still determine whether they would have a chance of success.

[28] The bargaining agent submitted that fairness is required in these circumstances because the respondent never made a final-level reply (see *Barbe v. Treasury Board (Correctional Service of Canada)*, 2022 FPSLREB 42).

C. The bargaining agent's reply to the Board's questions

[29] The bargaining agent replied to the Board's questions by clarifying its communications with the grievor about his grievances' progress.

D. The respondent's reply

[30] The respondent submitted that the reasons for the delay do not meet the first *Schenkman* criterion.

[31] The respondent found that the bargaining agent is a large union with a significant member count. It cannot explain the delay by mere negligence on its part.

[32] The respondent submitted that the grievor does not appear to have inquired about the progress of his grievances at the final level, although the union received a message about holding final-level hearings.

[33] The respondent acknowledged that the one- to three-month delay is not unreasonable but stated that the union has an obligation to respect the deadlines and that it did not exercise due diligence.

[34] With respect to the prejudice criterion, the respondent found that the grievor could make a complaint that the duty of fair representation was breached. However, the respondent would be forced to commit resources were it obliged to reply to the grievances.

[35] For the final criterion, the respondent submitted that the grievances are unfounded, which should be an important factor when analyzing the extension-of-time request.

E. The respondent's reply to the Board's questions

[36] In its reply to the Board's questions, the respondent provided two communications that were sent to the bargaining agent for two of the grievances, other than the one numbered 566-02-46353, to set hearing dates for the grievances.

[37] The respondent noted that its practice with the bargaining agent was that the bargaining agent was to ensure that those communications were transferred to the grievor.

[38] The respondent noted that it was unable to reply to the grievances in a timely manner but that it "[translation] … is still planning to reply to the grievances that were referred to the third level of the grievance process." It explained that "… due to different concurrent priorities, these grievances are, for the time being, still unanswered."

IV. Reasons

[39] The collective agreement's wording allows for a reply outside 30 days.

[40] Clause 20.14 of the collective agreement applies in this case and reads as follows:

20.14 *The Employer* ***shall normally reply*** *to a grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.*	***20.14*** *L'employeur* ***répond normalement*** *au grief au dernier palier de la procédure de règlement des griefs dans les trente (30) jours qui suivent la date de la présentation du grief à ce palier.*

[Emphasis added]

[41] By the ordinary meaning of the words "the Employer shall normally reply", this provision requires a final-level reply from the respondent. It has no discretion. It must reply to the grievance at the final level. The parties to the collective agreement did not consider any other option.

[42] The *Larousse Dictionary* defines the word "normally" as "[translation] 1. In a normal manner: A normally constituted being … 2. Under normal circumstances, if nothing exceptional happens …".

[43] The adverb "normally" is not defined in the collective agreement. Since the rules of contract interpretation require that each word have meaning and that the ordinary meaning of the words be applied, it is understood from a plain reading of the provision that extraordinary situations may arise in which the respondent does not normally reply within 30 days after the date on which a grievance is presented.

[44] However, the collective agreement does not specify all the circumstances that would result in an untimely reply. The parties may agree to extend the time limits by common agreement (clause 20.17 of the collective agreement), but this does not negate the fact that the very language of clause 20.14 is permissive in terms of the time to issue a final-level reply in extraordinary circumstances.

[45] That is contrary to the time limits provided to a grievance's author (the grievor). By the plain language about individual grievances (clauses 20.07 to 20.22 of the collective agreement), he must meet the deadlines; otherwise, the grievance will be considered abandoned. Here are some examples:

…	[…]
20.11 *A grievance may be presented at the first (1st) level of the procedure in the manner prescribed in clause 20.07* ***no later than the twenty-fifth*** *(25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.*	***20.11*** *Au premier (1er) palier de la procédure, un grief* […] *peut être présenté,* ***au plus tard le vingt-cinquième*** *(25e) jour qui suit la date à laquelle il est notifié, oralement ou par écrit, ou prend connaissance, pour la première fois, de l'action ou des circonstances donnant lieu au grief.*
…	[…]

20.13 *If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level,* ***except the final level****, the grievor* ***may, within the next ten (10) days****, submit the grievance at the next higher level of the grievance procedure.*	***20.13*** *À défaut d'une réponse de l'employeur dans les quinze (15) jours qui suivent la date de présentation d'un grief, à tous les paliers* ***sauf au dernier****, l'auteur du grief* ***peut, dans les dix (10) jours qui suivent****, présenter un grief au palier suivant de la procédure de règlement des griefs.*
…	[…]
20.21 *A grievor who fails to present a grievance to the next higher level within the prescribed time limits* ***shall be deemed to have abandoned the grievance****, unless the grievor was unable to comply with the prescribed time limits due to circumstances beyond the grievor's control.*	***20.21*** *L'auteur du grief qui néglige de présenter son grief au palier suivant dans les délais prescrits* ***est réputé avoir renoncé à son grief****, à moins qu'il ne puisse invoquer des circonstances indépendantes de sa volonté qui l'ont empêché de respecter les délais prescrits.*
…	[…]

[Emphasis added]

[46] I understand as an obiter in *Amato v. Treasury Board (Correctional Service of Canada)*, 2023 FPSLREB 50, the concerns that there would be difficulty interpreting a similar provision such that there would be no time for the employer to reply to the grievance.

[47] In that decision, the Board noted that if the use of the word "normally" responds with similar wording ("The Employer **shall normally** reply to a grievance … within ten (10) days …" [emphasis is in the original]) means that the respondent is not required to provide a reply, then there would never be a time limit for applying s. 90(2). However, I think that the adverb "normally" is more of a description of how the respondent must reply — "**normally** reply" — and not a confirmation that a reply is not mandatory. The parties could have drafted the provision differently by stating that the employer must reply within 30 days, but they did not.

[48] In addition, in *Peloquin v. Treasury Board*, 2024 FPSLREB 35, the Board interpreted the same provision in the context of an application for an extension of time to refer a grievance to adjudication because the respondent did not provide a decision at the second level of the grievance process. The Board has determined that

the addition of the word "normally" adds flexibility that "… is with the time limit and not the act of replying." Although the Board would have eventually determined that under clause 20.14 of the collective agreement, a period of 30 working days applies under the collective agreement or another period applies that the parties agreed to, my opinion is that that flexibility does not impose a fixed period under abnormal conditions. Furthermore, *Peloquin* is distinguished from this case because the employer in that case did not confirm that its late reply was due to competing priorities and that it would still meet the clear obligation in clause 20.14 to reply to the grievance.

[49] By using the adverb "normally", the parties drafted a more flexible provision that allows the employer to reply abnormally within a period that exceeds or is less than 30 days after the date on which the grievance was presented.

[50] Based on the respondent's arguments and suggested time-limit calculations, the applicable time limit for its reply is 30 days, but no explanation was provided for this strict interpretation of clause 20.14 of the collective agreement. It appears that it simply wanted to completely remove the word "normally" from the provision.

[51] However, as a panel of the Board, I cannot amend a collective agreement, which is the law between the parties, to add or remove words according to either party's preferences (see s. 229 of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*")).

[52] The parties could have negotiated explicit language that would have emphasized that the employer is required to reply within 30 days, but they did not.

[53] The plain language of clause 20.14 of the collective agreement requires that the respondent reply in a normal manner within 30 days of a grievance being presented at the final level, but on the contrary, it also opens the door to a period that exceeds the 30 days provided after the date on which the grievance was presented.

[54] In contrast, the *Regulations* provide an explicit and inflexible 20-day time limit after a grievance is received. Section 72(1) provides as follows:

Deadline for decision	***Délai pour remettre une décision***
72 (1) *Unless the individual grievance relates to classification,*	

the person whose decision constitutes the appropriate level of the individual grievance process must provide the decision to the grievor or the grievor's representative, if any, no later than 20 days after the day on which the individual grievance was received by the grievor's immediate supervisor or the grievor's local officer-in-charge identified under subsection 65(1).	***72 (1)*** *Sauf dans le cas du grief individuel ayant trait à la classification, la personne dont la décision en matière de griefs individuels constitue le palier approprié de la procédure remet sa décision au fonctionnaire s'estimant lésé ou, le cas échéant, à son représentant au plus tard vingt jours après la réception du grief par le supérieur hiérarchique immédiat ou le chef de service local visé au paragraphe 65(1).*

[55] The collective agreement takes precedence over the *Regulations* when there is an inconsistency. Although there is no inconsistency in the duty to reply to a grievance (see *Peloquin*), the timelines are not the same, so the time to normally reply within 30 days takes precedence over the time to reply no later than 20 days after the grievance is received, as set out in the *Regulations*.

[56] Since the respondent stated that it intends to provide a final-level reply, and since it justified the exceptional delay as a result of competing priorities, I find that this is the type of abnormal and exceptional situation provided for in clause 20.14 of the collective agreement.

[57] That provision allows the employer to reply in a normal manner within 30 days but also in an abnormal and exceptional manner outside the 30-day time limit set out in clause 20.14 of the collective agreement. Therefore, I find that the time limit has not expired that is set out in the collective agreement to reply to a grievance at the final level of the grievance process.

A. *McWilliams* does not apply

[58] The respondent contends that *McWilliams* applies and that its lack of reply amounts to a groundless rejection. Thus, the time limit begins from when the deadline for providing a reply expires. I disagree.

[59] Under the wording of clause 20.14 of the collective agreement, I find that the deadline to reply to the grievance has not expired because the wording allows for a

reply outside 30 days. In addition, the respondent noted that it had competing priorities but that it still plans to reply.

[60] In addition, *McWilliams* applied in a context that is clearly distinguished from this case. In it, the former Public Service Labour Relations Board had to determine whether the employer met its obligation under s. 95 of the *Regulations* to raise an objection at each stage of the grievance process if it subsequently wished to raise it at the referral stage.

[61] In this case, the issue is the application of the deadlines to the employer at the final level of the grievance process. It intends to reply to the grievance at the final level.

[62] In addition, although I have concluded that the time limit has not expired, I agree with the Board in *Amato*, at para. 16 — *McWilliams* does not support the employer's proposal that the expiry of the time limit to reply to a grievance amounts to rejecting it and thus does not apply the 40-day time limit set out in s. 90(2) of the *Regulations*.

[63] This is especially so since *McWilliams* did not address s. 90 of the *Regulations* and did not apply in a context in which the plain language of the collective agreement stated that the employer had to reply to a grievance at the final level of the grievance process. Otherwise, the meaning of clause 20.14, which requires a reply (not making no reply), would effectively be redundant and ineffective.

[64] No provision in the part of the collective agreement that deals with individual grievances considers the possibility of no reply to a grievance at the final level of the grievance process. On the contrary, the provision that deals with failing to reply at the levels is limited to those below the final level (see clause 20.21 of the collective agreement).

[65] Since the contract interpretation rules state that no word used is redundant, it would be contrary to those rules to accept the respondent's proposed interpretation.

B. The conditions for applying s. 90(2) of the *Regulations* do not exist or are not triggered

[66] Section 90 of the *Regulations* states 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.*
Exception	***Exception***
(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.*

[67] The parties agree that the respondent has not yet issued a final-level reply.

[68] However, the respondent contends that the grievor did not meet the time limits set out in s. 90(2) of the *Regulations* and that therefore, it considers the grievances abandoned and their referral untimely.

[69] Given all that, as for the interpretation of the time limits set out in clause 20.14 of the collective agreement and *McWilliams* not applying, I disagree.

[70] It is true that the respondent did not render a decision and that the grievor did not receive one at the final level (the English version of s. 90(2) is not the same but states, "If no decision at the final level of the applicable grievance process was received … after the expiry …"). However, given the collective agreement language and the circumstances, I have determined that there was no time limit within which the employer was required to reply. Therefore, the 40-day time limit under s. 90(2) of the *Regulations* was not triggered.

[71] In addition, the referral was not premature. The grievances were referred to adjudication in accordance with the applicable procedure (see s. 225 of the *Act*). The

grievor presented them at the final level of the grievance process, but the bargaining agent failed to send him the notice of a hearing date, and he did not receive a reply to his grievances.

[72] Were this a case in which, given the circumstances, the employer was required to reply normally within the 30 days provided for in the collective agreement, and no reply was issued, the time limit under s. 90(2) of the *Regulations* would have been triggered. However, I have concluded that that is not so. Rather, this is an exceptional situation in which the employer will reply but within a period exceeding 30 days.

C. The *Schenkman* criteria

[73] Alternatively, if the grievances were referred late, I find that under s. 61(b) of the *Regulations*, I should exercise my discretion in the interests of fairness and extend the deadline to December 22, 2022, to refer the three grievances to adjudication.

[74] In particular, I agree with the justification in *Prior*, at para. 140, and *Thompson*, at para. 19, which is that fairness should justify the extension-of-time request in this case.

[75] As the Board as follows held in *Barbe*, at para. 50, taking into account the *Schenkman* criteria: “If a grievor is not at fault, and if he or she diligently informed the union and helped file the grievance, I do not see how, in all fairness, he or she should then suffer the consequences of the bargaining agent’s errors.”

[76] After reviewing the *Schenkman* criteria, I find that the grievor provided clear, cogent, and compelling reasons for the delay. In particular, he did not know that his grievances had been referred in an untimely manner until December 22, 2022, given his union’s negligence.

[77] I accept the union’s argument that from the start, the grievor wanted to refer his grievances to adjudication that challenge the three instances of discipline and that he exercised due diligence by making the necessary follow-ups with his union representative to inquire as to his grievances’ progress.

[78] Although the respondent claimed that the grievor did not appear to have inquired about the progress of his grievances, he sent communications to the

bargaining agent to set dates for the grievance hearings. The union did not reply, and he was not carbon copied ("CC'd") on those communications.

[79] It seems highly unfair for the grievor to suffer the consequences of his union's obvious negligence given that the respondent noted that it did not CC him on one of the last communications aimed at advancing his grievances, when those communications were intended to set a date for the grievance hearings.

[80] Despite the power of attorney that the grievor signed with his union, the respondent knew under s. 209(1)(b) of the *Act* that the grievor had the right to refer his grievances to adjudication without his union's approval. Therefore, despite the standard practice by which the bargaining agent forwarded communications to the grievor, the respondent should have at least CC'd him on a communication to advance his grievances, particularly at the final level.

[81] It is a basic rule of procedural fairness in labour relations that the parties involved in a decision are informed throughout the process.

[82] The parties agreed that the one- to three-month delay referring the grievances to adjudication was not unreasonable, and I fully agree.

[83] In addition, I am satisfied that the prejudice that the grievor would suffer if he lost his right to challenge the three suspensions that amount to a total of almost two weeks without pay would be significant. I see no similar prejudice that the respondent would suffer were I to grant the request.

[84] The respondent submitted that the grievor could remedy his union's failure by making a complaint that the duty of fair representation was breached. However, there is no guarantee that the Board would grant such a request or that the union would object to the time limit for making such a complaint.

[85] With respect to the chances of success, without the benefit of full evidence, I cannot assess them at this very early stage. However, I also cannot conclude that there will be no chance of success, as the respondent suggested.

[86] For those reasons, I dismiss the respondent's preliminary objection and grant the grievor's extension-of-time request.

(The Order appears on the next page)

V. Order

[87] The respondent's preliminary objection is dismissed. The grievor's extension-of-time request is granted, and the file will be placed on the hearing schedule in a timely manner.

August 29, 2024.

FPSLREB Translation

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