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File: 566-02-11692

Citation: 2024 FPSLREB 140

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

CARMEN PEARSON

Grievor

and

TREASURY BOARD
(Canada Border Services Agency)

Employer

Indexed as
Pearson v. Treasury Board (Canada Border Services 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: Emilie Taman, counsel

For the Employer: Alexandre Toso, counsel

Heard at Edmonton, Alberta,
May 14 to 16, 2024.

REASONS FOR DECISION

I. Overview

[1] This grievance is about whether the Canada Border Services Agency (CBSA) reasonably accommodated Carmen Pearson's ("the grievor") childcare responsibilities by making changes to her and her husband's shift schedule so that their shifts did not overlap when their childcare provider was unavailable. Sometimes, the grievor had to identify the shifts that had to be changed, and sometimes, the CBSA made those shift changes only a few days beforehand; however, the CBSA made every shift change needed so that the grievor never had to take leave and never lost a shift to care for her children. The CBSA has discharged its burden to show that it reasonably accommodated the grievor. I have denied the grievance as a result.

II. Basis of the Board's jurisdiction

[2] Since this grievance was filed in 2010, I need to set out the basis of my jurisdiction to hear it.

[3] On November 1, 2014, the *Public Service Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365; *PSLREBA*) was proclaimed into force (SI/2014-84), creating the Public Service Labour Relations and Employment Board (PSLREB) to replace the former Public Service Labour Relations Board as well as the former Public Service Staffing Tribunal. On the same day, the consequential and transitional amendments contained in ss. 366 to 466 of the *Economic Action Plan 2013 Act, No. 2* (S.C. 2013, c. 40; *EAP2*) also came into force (SI/2014-84). Pursuant to s. 393 of the *EAP2*, a proceeding commenced under the *Public Service Labour Relations Act* (S.C. 2003, c. 22, s. 2; *PSLRA*) before November 1, 2014, is to be taken up and continue under and in conformity with the *PSLRA* as it is amended by ss. 365 to 470 of the *EAP2*.

[4] On June 19, 2017, *An Act to amend the Public Service Labour Relations Act, the Public Service Labour Relations and Employment Board Act and other Acts and to provide for certain other measures* (S.C. 2017, c. 9) received Royal Assent, changing the name of the PSLREB and the titles of the *PSLREBA* and the *PSLRA* to, respectively, the Federal Public Sector Labour Relations and Employment Board ("the Board"), the *Federal Public Sector Labour Relations and Employment Board Act*, and the *Federal Public Sector Labour Relations Act*.

III. Facts

[5] The facts necessary to decide this grievance are not in dispute. The parties filed an agreed statement of facts and a joint book of documents. In addition, the grievor and her husband testified on her behalf, and her Chief, Shelly Della Costa, testified on the employer's behalf. The facts that follow derive from those sources.

A. Background of the grievor and her family

[6] The grievor is a border services officer. She began working for the CBSA in 2003 and transferred to a position in Traffic Operations at the Edmonton International Airport on June 18, 2007, at the end of her first maternity and parental leave. She had a second child on August 13, 2009, and took one year's maternity and parental leave. She was scheduled to come back to work on August 16, 2010. During her maternity and parental leave, her husband, Warren Pearson, began working for the CBSA part-time as a border services officer in Traffic Operations. He was eventually hired on a full-time basis on September 27, 2010.

B. The CBSA's scheduling at the Edmonton International Airport

[7] Border services officers in Traffic Operations deal mainly with passengers arriving on international flights. Traffic Operations employees worked and still work on a rotating shift schedule. The CBSA built a "line" for each border services officer in Traffic Operations, which was a group of shifts over a 56-day period. Most shifts were 10 hours each, with one 6-hour shift on each line. Every 6 months, employees bid on their preferred line on the basis of seniority. The line gives a good estimate of their hours of work for each day in that 56-day period. For example, in August and September 2010, the grievor had line #7. This meant that she did not work on days 1 and 2, started work at 22:00 on days 3 to 7 (or would have but for still being on parental leave that week), did not work on days 8 to 10, started work at 16:00 on days 11 to 14, and so on. Even though employees bid on their line every 6 months, the shifts for each line were not locked in place because they were adjusted to some extent for each 56-day period according to changing traffic patterns at the Edmonton International Airport. Each employee was given their 56-day schedule 2 weeks in advance of its commencement. Also, most of the passenger traffic at the Edmonton International Airport occurs in the early morning or late evening, so the lines are designed so that most Traffic Operations employees work at those times.

[8] Employees in Traffic Operations were allowed to trade shifts, subject to management's approval. Most shift trades were approved, subject to making sure that there were enough employees of particular skill sets (such as bilingualism or certain immigration training) on each shift.

[9] Border services officers at the Edmonton International Airport could also work in the Commercial Office. The Commercial Office deals with freight imports arriving at the airport. Since its operations are not as time sensitive as allowing passengers to arrive, employees in the Commercial Office work from 08:00 to 16:00, Monday to Friday, each week.

C. The grievor's request for accommodation

[10] Before beginning her maternity leave in 2009, the grievor had been working for a time in the Commercial Office. In March 2010, the grievor asked whether she could return to the Commercial Office at the end of her parental leave but was told that she could not because there were no vacant positions there.

[11] The CBSA had a form used by employees at the time who asked to be accommodated as a result of a protected ground under the *Canadian Human Rights Act* (R.S.C., 1985, c. H-6). The grievor filled out this form on June 16, 2010, to request accommodation on the basis of family status. The grievor had arranged for childcare for her two children that was available from 07:00 to 17:00, Monday to Friday. Since her husband also worked a shift schedule at the CBSA (just with fewer hours at the time), she described her limitations as the lack of childcare on nights and weekends during her husband's shift hours.

[12] The CBSA convened a meeting on August 4, 2010, with the grievor, her husband, Ms. Della Costa, and Christopher Ward (a CBSA Superintendent). During that meeting, the participants discussed a number of items, including the availability of other childcare arrangements (the grievor explained that she could neither afford nor had room in her house for a live-in nanny and that she did not think that it was fair to use family for childcare on a regular basis, although she did from time to time) and working in the Commercial Office (which was still not available at that time). The grievor was scheduled to attend mandatory training in Winnipeg, Manitoba, upon her return to work, so Ms. Della Costa agreed to change her husband's shifts so that he did not work evenings or weekends while she was away on training. Ms. Della Costa also

gave the grievor a copy of the master schedule, to see if any of the lines would be conducive to their needs. They were not, as every line overlapped with each other at some point during an evening or weekend. Finally, they all discussed the grievor switching shifts as necessary to avoid overlapping with her husband.

[13] The only important fact that the three witnesses disagreed about was the result of the meeting. The grievor and her husband both testified that Ms. Della Costa told the grievor that she would not be accommodated and that her request had "no merit." Ms. Della Costa did not recall stating that.

[14] I do not need to resolve that issue because the grievor requested a written response to her request shortly after that meeting. Two days later, on August 6, 2010, Ms. Della Costa responded to say that the request was still being reviewed, that the grievor was expected to show that she had made all reasonable efforts to find any reasonable childcare options available to her, and confirmed that the grievor was provided a copy of the schedule for her review. In other words, even if the answer was "no" on August 4, by August 6 the answer became "maybe", but in the meantime, "yes".

D. The work schedule between August 16, 2010, and January 17, 2011

[15] As I mentioned earlier, the grievor returned to work on August 16, 2010. To fast forward, the grievor was offered an assignment with the Commercial Office on January 6, 2011, and she accepted that assignment, beginning her work there on January 17. The assignment was initially for one year to cover another employee's maternity and parental leave, but as it turns out, the grievor worked in the Commercial Office until May 2019. While the grievor said otherwise during her testimony, her representative acknowledged that this assignment (with its fixed schedule of 08:00 to 16:00, Monday to Friday) fully accommodated her family's needs. Therefore, this case is about the five-month period between August 16, 2010 and January 16, 2011.

[16] During this period, the grievor's shifts changed so that she never had to take leave (either paid or unpaid) to care for her children. The grievance is in large part about the method in which those shifts changed, so I will set that out in some detail.

[17] There were three 56-day schedules covered by the period from August 16, 2010, to January 17, 2011.

[18] The first 56-day schedule ran from August 2 to September 26, 2010, which the grievor joined partway through when she returned from parental leave. During this period, the CBSA changed the grievor's husband's schedule for 6 days when the grievor was in Winnipeg on training for 5 days, plus 1 day's travel. Otherwise, the grievor's shifts did not overlap with her husband's shifts except during the hours that her daycare provider was open. Ms. Della Costa followed up with the grievor on August 20 about her request for accommodation. In the grievor's words, in an email dated August 23, "… at the moment, we are making things work."

[19] The second 56-day schedule ran from September 27 to November 21, 2010. The grievor's husband began working full-time during this 56-day schedule. During this period, the CBSA changed either the grievor's or her husband's schedule 9 times so that they did not overlap working hours while there was no childcare available. The grievor also traded 3 shifts with another border services officer during this time, and there were 3 other shift trades for which it was not clear to me whether the grievor, her husband, or both traded shifts or whether they traded with each other. Finally, there was one weekend when the grievor's family babysat her children for part of a day.

[20] For this shift schedule, the grievor wrote to Ms. Della Costa on September 14, 2010 (shortly after the schedule for September 27 to November 21 was released), to ask for an update on her accommodation request. Ms. Della Costa responded, asking for an update on her search for different or additional childcare. The grievor did not respond to that directly but wrote again on September 20 to ask for clarification about shift trades and to identify three groups of days with conflicts between her and her husband's schedules. When she sent that email, her husband was still scheduled to work part-time; he was changed to full-time hours shortly after that email was sent. There were further emails on September 23 and 24, and then on September 24, Ms. Della Costa changed the grievor's husband's shifts for the week of September 27 (one of the groups of overlapping shifts). In that email, Ms. Della Costa stated that this would give the grievor and her husband time to identify other shift overlaps given her husband's new shift schedule.

[21] The grievor and her husband wrote to Mr. Ward (using their shared email address) on October 5, 2010, and after a back-and-forth email exchange that day, Mr. Ward approved shift changes for the following week. Finally, the grievor wrote to

Ms. Della Costa again on October 8 and identified other overlapping shifts up to November 21. During a meeting on October 14 about the accommodation request more generally, Ms. Della Costa agreed to change other conflicting shifts through the end of the 56-day schedule, which was done on October 15.

[22] In short, the grievor had to identify her overlapping shifts with her husband and bring those to management's attention (either Ms. Della Costa or Mr. Ward). The shift changes were always made but often only a few days before the scheduled shifts. This was complicated by the fact that the grievor's husband changed from part-time to full-time hours right when this schedule began.

[23] The third 56-day schedule ran from November 22, 2010, to January 16, 2011. This time, Ms. Della Costa took a more proactive approach to scheduling. She reviewed the schedule on November 9 (i.e., the day after it was released to the employees), after being prompted by the grievor, and identified 6 days of overlap between the grievor and her husband. She wrote to the grievor to ask the grievor to confirm whether those were the only overlaps. The grievor responded later that evening to say that there were more conflicts between her shifts and childcare, some of which were because her childcare provider was closing between December 23, 2010, and January 3, 2011. The grievor provided a full list of the conflicts in her schedule. Ms. Della Costa (working with Mr. Ward) proposed some changes to the grievor's and her husband's schedules. The grievor proposed some other changes by email on November 18. Ms. Della Costa approved the grievor's proposed changes the next day.

[24] In total, between August and December 2010, the CBSA made roughly 30 shift changes for the grievor or her husband.

E. The CBSA's processing of the grievor's accommodation request

[25] In the meantime, the CBSA continued to process the grievor's request for accommodation. On September 17, 2010, Ms. Della Costa wrote to the grievor and her husband to ask for an update as to the efforts that the grievor had made since their August 4, 2010, meeting to find other childcare options. Frustrated over what she saw as the CBSA not working with her, the grievor wrote to Ms. Della Costa on September 30, 2010, to demand full-time static shifts from 08:00 to 16:00, Monday to Friday. Ms. Della Costa responded on October 8, 2010, to ask again that the grievor provide her with details of the efforts that she had made to find alternative childcare options. She

met with the grievor again on October 14, 2010, along with other CBSA managers, labour relations advisors, and the grievor's union representative. During that meeting, the grievor was asked about the steps that she had taken to find other childcare arrangements. She explained those steps at that meeting. The CBSA asked for more information and that she provide it writing.

[26] The grievor prepared two packages of documents detailing her efforts to find other childcare sometime in October. The packages are dated October 15 and 26, 2010. The parties agreed that they might not have been sent or received on those dates but that they were certainly received in October or early November at the latest.

[27] On November 11, 2010, Ms. Della Costa wrote to the grievor to say that "… your request is [*sic*] for accommodation is moving forward", by which she meant that it had been approved. On December 7, 2010, Ms. Della Costa wrote more formally to the grievor to advise her that she had: "… concluded that you have demonstrated a current need for accommodation based on family status." That accommodation would have been that management would adjust the schedule between November 22, 2010, and January 16, 2011, to ensure that there were no overlaps between the grievor and her husband. As this email was dated December 7, 2010, it was simply confirming the shift changes that had already been made. The email went on to say: "Although your accommodation will continue beyond this date, the nature of the accommodation may change, due to factors, including line bidding and your spouse's hours." Ms. Della Costa also formally rejected the grievor's proposal that she come off the normal schedule and work a fixed schedule from 08:00 to 16:00, Monday to Friday.

[28] As I stated earlier, the grievor accepted an assignment to the Commercial Office effective January 17, 2011.

F. The impact on the grievor

[29] Finally, the grievor and her husband testified that she felt considerable stress and anxiety over this situation. The grievor visited her family physician for an annual checkup on November 22, 2010. Her doctor recommended that she seek counselling, but she declined. The grievor also testified that she had to go on blood pressure medication at that time, which she is still on today.

[30] The grievor acknowledged that she suffered no financial impact over these events: she did not have to take leave and did not lose a shift. As a result, the only remedy the grievor seeks is damages under ss. 53(2)(e) and 53(3) of the *Canadian Human Rights Act* for pain and suffering (in the amount of $15 000) and reckless behaviour by the CBSA (in the amount of $5000) respectively.

IV. The grievor was reasonably accommodated

A. The *Johnstone* test

[31] The parties agree on the legal principles that I must apply in this case. The legal test comprises two parts. First, the grievor must make out a *prima facie* case of discrimination. Once that *prima facie* case has been made out, the employer must show that the policy or practice is a *bona fide* occupational requirement that it has accommodated or cannot be accommodated without undue hardship (see *Canada (Attorney General) v. Johnstone*, 2014 FCA 110 at para. 75). The parties also agree that I should follow the *Johnstone* test for a *prima facie* case, which requires the grievor to show (i) that a child is under her care and supervision, (ii) that the childcare obligation at issue engages her legal responsibility for her child, (iii) that she has made reasonable efforts to meet those childcare obligations through reasonable alternative solutions and that no such alternative solution is reasonably accessible, and (iv) that there has been more than trivial or insubstantial interference with the fulfillment of her childcare obligation (see *Johnstone*, at para. 93).

[32] The parties agree that the grievor meets the first two elements of the *Johnstone* test. The employer argues that the grievor does not meet the third element because she did not try hard enough to find other childcare arrangements. The employer also argues that the grievor does not meet the fourth element of the *Johnstone* test because there was no actual interference between the grievor's work and her ability to fulfil her childcare obligations. The employer argues that since the grievor never missed a shift, never had to take leave, and never had to leave her children unsupervised, there was no interference between her work and her childcare obligations.

[33] Alternatively, the employer argues that it met its duty to accommodate by changing the grievor's shifts, allowing her to trade her shifts, and ultimately by assigning her to the 08:00 to 16:00 job that she asked for.

B. The reasons I assessed the duty to accommodate in this case first

[34] Normally, I would address whether the grievor has proven a *prima facie* case of discrimination before turning to the duty to accommodate. The parties made some interesting arguments about the test for a *prima facie* case, in particular whether the grievor's stress and anxiety over her scheduling was a sufficiently adverse impact to constitute a *prima facie* case and whether this issue should be assessed at part three or part four of the *Johnstone* test.

[35] However, in this case, I find it unnecessary to resolve the *prima facie* case issue. Even if I were to conclude that the grievor demonstrated a *prima facie* case, the employer met its duty to accommodate. Since the end result of this case would be the same regardless of whether I concluded that the grievor demonstrated a *prima facie* case, I have chosen not to address this issue that would be largely academic. Therefore, I have decided to turn to the duty to accommodate issue immediately instead of analyzing the *prima facie* case issue.

[36] As the Ontario Court of Appeal put it in *Peel Law Association. v. Pieters*, 2013 ONCA 396 at paras. 87 and 88, it is up to each tribunal to decide how to structure their analysis of the evidence. I must consider all of the evidence that supports and undermines the grievance, which I have done. I may also "… proceed directly to the ultimate question [of] whether, on the whole of the evidence, there is discrimination." I have considered all of the evidence despite dealing with the duty to accommodate issue first because that is the most efficient way of deciding whether, on the whole of the evidence, I should allow the grievance.

C. The employer's burden was to demonstrate that it reasonably accommodated the grievor

[37] The grievor argued that the accommodation imposed an unreasonable burden on her and that it caused her stress and anxiety. She also argued that accommodating her through shift changes every eight weeks was not predictable or sustainable because she did not know how she would be accommodated for each schedule. However, the grievor's representative fairly and quite properly acknowledged during closing argument that the shift changes between August and December 2010 were **an** accommodation as she put it.

[38] The onus on an employer is to demonstrate that it has reasonably accommodated an employee or that if not, it would suffer undue hardship if it had to; see *Bourdeau v. Treasury Board (Immigration and Refugee Board)*, 2021 FPSLREB 43 at para. 164. When an employer has reasonably accommodated an employee, the Board is not required to conduct an undue hardship analysis; see *Casper v. Canada (Attorney General)*, 2024 FCA 159 at para. 10. The CBSA did not argue that it would suffer undue hardship if it had to reasonably accommodate the grievor, nor did it have to do so. Therefore, the sole issue is whether it reasonably accommodated the grievor.

[39] In discharging its onus, an employer does not need to provide instant accommodation, perfect accommodation, or the employee's preferred accommodation; see *Bourdeau*, at para. 168. As the Board stated in *McMullin v. Treasury Board (Correctional Service of Canada)*, 2021 FPSLREB 55 at para. 90:

> *[90] It may well be that the employer* ***could*** *have accommodated the grievor in the way she proposed. But an employer's decision is not to be second-guessed as to what best fits its operational needs when it comes to accommodation. The question, in other words, is not whether there were other reasonable forms of accommodation that the employee might have preferred but instead whether the accommodation that was offered was reasonable in the circumstances. If so, then the enquiry stops.…*
>
> [Emphasis in the original]

[40] In *McMullin* and most other cases involving whether a proposed accommodation was reasonable, the employee refused to accept the employer's proposed accommodation. By contrast, in this case, the grievor did not refuse anything: she identified shifts that interfered with her childcare arrangements because they overlapped with her husband's shifts while the childcare provider was closed and then worked the new, non-overlapping shifts assigned to her by her employer. She proposed other options, one of which the employer implemented on January 17, 2011. Until that date, the accommodation worked. As I will explain, the fact that it worked discharges the employer's burden in this case.

D. The CBSA reasonably accommodated the grievor by ensuring that she could work without interfering with her childcare obligations

[41] The purpose behind the duty to accommodate is to permit an employee to work despite any limitations they have that are protected under human rights legislation. As the Supreme Court of Canada put it in *Hydro-Québec v. Syndicat des employé-e-s de*

techniques professionnelles et de bureau d'Hydro-Québec, section locale 2000 (SCFP-FTQ), 2008 SCC 43 at para. 14:

> *[14] … the goal of accommodation is to ensure that an employee who is able to work can do so. In practice, this means that the employer must accommodate the employee in a way that, while not causing the employer undue hardship, will ensure that the employee can work. The purpose of the duty to accommodate is to ensure that persons who are otherwise fit to work are not unfairly excluded where working conditions can be adjusted without undue hardship.*

[42] The reasonableness of an employer's accommodation of an employee must be considered in light of that purpose — to ensure the employee can work.

[43] The employer met that purpose in this case: it made approximately 30 shift changes so that the grievor could work without interfering with her legal obligation to care for her children.

[44] This case is unlike *Chin v. Treasury Board (Canada Border Services Agency)*, 2022 FPSLREB 53, cited by the grievor. In *Chin*, the Board found against the CBSA because it refused to change three shifts that conflicted with gaps in the grievor's childcare arrangements. In this case, the CBSA made every shift change that the grievor identified.

[45] I disagree with the grievor's submission that the accommodation between August 16, 2010, and January 17, 2011, imposed an unreasonable burden on her. As set out earlier, until September 26, 2010, the only scheduling conflict that had to be accommodated was the grievor's training trip to Winnipeg. The employer made that change on August 4, 2010, without the grievor having to do anything other than point it out. For the last period (running between November 21, 2010, and January 16, 2011) Ms. Della Costa went first in identifying shift overlaps that had to be changed. The grievor then identified more scheduling conflicts (some of which would not have been known to the CBSA, as they were caused by childcare closures), and Ms. Della Costa and Mr. Ward made the necessary shift changes by November 19, 2010. I frankly do not see any significant burden on the grievor either of those two times — both times, the employer took the lead and changed the grievor's or her husband's schedule before their eight-week schedules began. The fact that the grievor identified additional

conflicts for the schedule beginning November 21, 2010, which Ms. Della Costa missed, does not amount to an unreasonable burden on her.

[46] The most difficult period was the second one, between September 27 and November 20, 2010. During this period, the grievor had to identify all the scheduling conflicts between her and her husband that occurred outside childcare hours. The CBSA eliminated the conflicts piecemeal and often at the last minute. I appreciate how this uncertainty would have been stressful for the grievor. However, I cannot conclude that the CBSA acted unreasonably during that period. The piecemeal and sometimes last-minute schedule changes were explained in part by the grievor's husband's switch to full-time hours, which was done on September 23 or 24, 2010, almost immediately before the schedule was to begin. Ms. Della Costa made the first week's changes immediately on September 24; in light of the grievor's husband changing his shift schedule at that time, it was not unreasonable for her to ask the grievor to see how and when she and her husband would overlap in the coming weeks and then (in her words in an email dated September 24, 2010) to state, "we'll go from there."

[47] I am sympathetic about the uncertainty during the 3-week period until October 15, 2010, when the rest of the changes for that 56-day schedule were made. However, I am not prepared to conclude that this uncertainty meant that the employer acted unreasonably. The employer made the necessary shift changes so that the grievor could work her full hours without taking leave and while meeting her childcare responsibilities, and the period of uncertainty lasted only 3 weeks.

[48] In conclusion, the shift changes permitted the grievor to both work and ensure her children were cared for. That made the accommodation reasonable. The 3-week period of significant uncertainty, even alongside the need to examine schedules every 8 weeks and the fact that the grievor relied on her family for childcare one weekend, did not make the accommodation unreasonable.

E. There is no separate procedural duty to accommodate in the federal jurisdiction

[49] Finally, the grievor was critical of a number of elements in the process that the CBSA followed that I have not mentioned yet. Two of those are the most concerning to me. First, the CBSA instructed her to go to her co-workers and neighbours to find solutions for her childcare needs, which the grievor characterized as demeaning. Second, the CBSA kept insisting that she look for and then justify not hiring a nanny

(including in its closing arguments at the hearing), despite Ms. Della Costa admitting that she knew immediately that the grievor did not have the financial means to hire one, which delayed its inevitable decision on November 11, 2010, to declare that it would accommodate her.

[50] I agree with the grievor that both requests were unreasonable. I agree that requiring an employee to ask her co-workers to help her find childcare is demeaning because it requires the employee to disclose her personal family and financial circumstances to her co-workers and opens the employee up to criticism for her parenting choices. I also agree that asking an employee to look for a nanny knowing full well that hiring a nanny is beyond their financial means is inappropriate because it creates extra work for an employee (to post an advertisement or seek out a nanny) without any prospect of the extra work being fruitful in the end.

[51] However, in the federal jurisdiction, there is no separate procedural right to accommodation that imposes any particular procedure that an employer must follow when accommodating an employee; see *Canada (Attorney General) v. Duval*, 2019 FCA 290 at para. 25, and *Canada (Human Rights Commission) v. Canada (Attorney General)*, 2014 FCA 131. The only issue before me is a question of fact: did the CBSA reasonably accommodate the grievor? I have concluded that it did. Therefore, I cannot award a remedy despite agreeing with the grievor that the employer acted inappropriately in those two ways because those concerns were about process, not the substance of the accommodation.

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

(The Order appears on the next page)

V. Order

[53] The grievance is denied.

October 11, 2024.

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