Date: 20241101

File: 566-02-48092

Citation: 2024 FPSLREB 151

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

MARIA-VALERIE ACEBEDO ET AL.

Grievors

and

TREASURY BOARD
(Correctional Service of Canada)

Employer

Indexed as
Acebedo et al. v. Treasury Board (Correctional Service of Canada)

In the matter of individual grievances referred to adjudication.

Before: Adrian Bieniasiewicz, a panel of the Federal Public Sector Labour Relations and Employment Board

For the Grievors: Chantale Mercier, Public Service Alliance of Canada

For the Employer: Isabelle Tremblay

Decided on the basis of written submissions, filed October 3 and 18 and November 7, 2023, and February 16 and March 8 and 19, 2024.
[FPSLREB Translation]

[1] Time is an essential factor in labour relations. The quick resolution of disputes contributes to maintaining good union-management relations. All parties involved, including employees, are entitled to expect that claims that are not made within a reasonable time or that are about issues that at first glance have been satisfactorily resolved will not reappear later. That expectation is reasonable, from the perspectives of both common sense and industrial relations (see *N.A.S.A. v. University of Alberta*, 1995 CarswellAlta 1643, [1995] Alta. L.R.B.R. 396 at para. 46).

I. Overview

[2] This decision deals with preliminary objections that the Treasury Board ("the employer") raised after the grievors' grievances were referred to adjudication that contested the employer's decision to reduce their work hours.

[3] More precisely, the employer first submitted that the grievors filed their grievances late. For that reason, it asked the Federal Public Sector Labour Relations and Employment Board ("the Board") to deny them, for lack of jurisdiction. With respect to the second objection, it submitted that the grievors did not use the correct recourse to contest its decision. They should have made a complaint that the statutory freeze under s. 107 of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*") was violated rather than filing individual grievances. As for the third objection, the employer believes that the grievors did not choose the correct procedural vehicle to refer the grievances to adjudication. More exactly, according to the employer, they should have referred the grievances to adjudication as individual grievances rather than as a group grievance.

[4] The Public Service Alliance of Canada ("the bargaining agent") asked the Board to dismiss the objection about the failure to respect with the time limit on the grounds that first, these are continuing grievances, and second, the employer waived its right to object to that failure. Alternatively, it requested that the Board extend the time limit to file the grievances. As for the second objection, the bargaining agent submitted that the correct recourse was used because the grievances involve interpreting collective agreements. And for the third objection, the bargaining agent acknowledged that the grievances should have been referred to adjudication as individual grievances. So, the employer agreed to withdraw this objection on the condition that they be treated as individual grievances.

[5] For the reasons that follow, I dismiss the employer's objection that the grievors did not use the correct recourse to contest its decision. However, I allow the objection that the grievances were filed late and deny them, for lack of jurisdiction.

II. Summary of the facts

[6] During the relevant period, the grievors held different positions that were classified at different occupational groups and levels in the Correctional Service of Canada (CSC) in its Quebec and Atlantic Region. Based on their occupational groups, they were governed by the collective agreement for either the Program and Administrative Services (PA) group that expired on June 20, 2018, or the Operational Services (SV) group that expired on August 4, 2018 ("the collective agreements").

[7] On July 20, 2017, the Board rendered its *Public Service Alliance of Canada v. Treasury Board (Correctional Service of Canada)*, 2017 FPSLREB 11, decision, which involved Pacific Region employees. It dealt with a complaint under s. 190 of the *Act* that the bargaining agent made on January 30, 2015. More concretely, it challenged the employer's decision to reduce the work hours of term CSC employees working in its Pacific Region. It argued that by doing so, the employer contravened the freeze provision, s. 107 of the *Act*. The Board ruled in the bargaining agent's favour. As corrective action, it ordered the employer to compensate all affected employees in the PA and SV group bargaining units in the CSC's Pacific Region all lost wages and benefits that they would have received from November 1, 2014, to March 31, 2015, had their work hours not been reduced.

[8] However, the employer refused to apply that decision to the grievors on the grounds that it did not apply to them. Thus, shortly after the Board rendered the *Public Service Alliance of Canada* decision, between August and November 2017, each grievor filed a grievance to contest the employer's decision to reduce their work hours from 37.5 to 30 hours per week. Each grievance's wording, which is identical in all the grievances, reads as follows: "[Translation] I file this grievance on the grounds that the employer changed my work hours during negotiations with the Treasury Board, which violated section 107 of the *Federal Public Sector Labour Relations Act*."

[9] The grievors' requested corrective actions are detailed as follows:

> [Translation]
>
> *I request that my employer remit me the appropriate compensation and the benefits associated with the days that it*

> *unfairly reduced since* [several dates]*. (reducing my work hours through an unfair labour practice);*
>
> *I request to be treated fairly with my colleagues in the Pacific Region following the Federal Public Sector Labour Relations and Employment Board's recent decision, being file 561-02-740;*
>
> *I request to be treated fairly as mentioned in the employer's policy and under the Act just mentioned;*
>
> *That this grievance be without prejudice to any rights and privileges;*
>
> *That the union be able to make changes to this document and*
>
> *That I be fully and completely compensated.*

[10] A careful reading of the grievances' wording reveals that moment the grievors were informed of the decision to reduce their work hours or became aware of it varied over time. For some, it was as early as September 2014, and for others, as late as October 2015.

[11] The employer and the bargaining agent agreed to eliminate the first two levels of the grievance process, according to the agreement signed on August 24, 2017 ("the agreement"). The grievances were heard directly at the third and final level. In its final-level reply, the employer denied the 158 individual grievances on the grounds that they were filed late.

[12] The bargaining agent referred the grievances to adjudication on August 29, 2023. In reply, the employer raised the three preliminary objections to the Board's jurisdiction to hear them. The first involved the time limit. According to the employer, the grievors filed their grievances after the 25-day limit set out in clause 18.15 of the collective agreements for presenting a grievance at the appropriate grievance process level. The relevant excerpt from clause 18.15 reads as follows:

> ***18.15*** *A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 18.08, not later than the twenty-fifth (25th) day* ***after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance****.…*
>
> ***18.15*** *Un employé-e s'estimant lésé peut présenter un grief au premier palier de la procédure de la manière prescrite par la clause 18.08 au plus tard le vingt-cinquième (25e) jour* ***qui suit la date à laquelle il est informé ou prend connaissance de l'action ou des circonstances donnant lieu au grief****.* […]
>
> [Emphasis added]

[13] More precisely, according to the employer, nearly three years passed from when the grievors were informed or became aware of the action or circumstances that gave rise to the grievances and the date on which they filed them. On that basis, the employer asked that the Board deny the grievances, for lack of jurisdiction.

[14] The second objection was about the choice of recourse. According to the employer, the grievors should have made a complaint that the statutory freeze under s. 107 of the *Act* was violated rather than file individual grievances. To support its argument, it submitted that the grievances alleged that the statutory freeze under s. 107 was violated, not the collective agreement.

[15] Finally, the third objection was about the procedural vehicle used to refer the grievances to adjudication. The employer argued that these are individual grievances and that they should have been referred to adjudication as such rather than as a group grievance.

[16] The bargaining agent asked the Board to dismiss the objection on the failure to respect the time limit. In its opinion, these are continuing grievances. And it submitted that the employer waived its right to object to the failure to respect the time limit because it did not raise any objection to that effect when the agreement was signed to eliminate the first and second levels of the grievance process. Alternatively, the bargaining agent asked the Board to extend the time limit to file grievances under s. 61(b) of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; "the *Regulations*"), in the interest of fairness.

[17] As for the second objection, the bargaining agent submitted that this is the correct recourse because the grievances involve the issue of whether the employer interpreted the collective agreements correctly. More precisely, the bargaining agent argued that the grievors' grievances are also about their work hours, which are governed by article 25 ("Hours of Work") of their collective agreements. As for the third objection, the bargaining agent conceded that the grievances should have been referred to adjudication as individual grievances. Given that admission, the employer agreed to withdraw this objection, given that the Board will deal with them as individual grievances.

[18] To decide the employer's preliminary objections, I asked the parties to make additional submissions, which they did. I read them carefully.

III. Summary of the arguments, and reasons

[19] I am of the opinion that the employer's objection that the grievors did not avail themselves of the correct recourse to challenge its decision to reduce their work hours, namely, a complaint under s. 190(2) of the *Act* for violating the statutory freeze under s. 107 of the *Act*, should be addressed first. The reason is very simple. This objection is determinative to this case. If I allow it, I will have no choice but to deny the grievances. Thus, the employer's other objections would become moot.

A. The chosen recourse was available to the grievors

[20] In its initial arguments in reply to the grievances' referrals to adjudication (erroneously referred as a single group grievance), notably, the employer raised an objection that the grievors did not use the correct recourse to contest the decision to reduce their work hours. More precisely, it submitted that the grievances did not allege any collective agreement violation. Rather, they alleged a violation of the statutory freeze under s. 107 of the *Act*. Therefore, the grievors should have made a complaint under s. 190(2) of the *Act* instead of filing individual grievances.

[21] In its reply to that objection, the bargaining agent submitted that the grievors have the right to access the grievance process in their collective agreements under clause 18. In addition, their grievances are about their work hours, which are governed by article 25 ("Hours of Work") of their collective agreements. Anything that follows notice to bargain (a collective agreement) does not give rise to an unfair labour practice. The bargaining agent also stated that the grievors sought to contest the employer's decision to reduce their work hours. Finally, the grievances are about whether the employer correctly interpreted the PA and SV group collective agreements. Therefore, the grievors exercised the correct recourse.

[22] In its replies that followed, the employer no longer addressed that objection; nor did it contradict the bargaining agent's argument about it. To the contrary, its reply of March 8, 2024, seems to acknowledge that in fact the grievors could have filed individual grievances to contest the decision to reduce their work hours. The relevant excerpt from the reply reads as follows:

…

> [Translation]
>
> *The Employer submits that the 158 complainants were not diligent in 2014, unlike their colleagues in the Pacific.* ***In addition to not filing individual grievances at that time****, they also did not make*

> *an unfair-labour-practice complaint under sections 190 (and 107) of the* Act *within the time prescribed by section 190 (2) of the* Act *when the 2014 amendments were made.*
>
> *The Quebec and Atlantic employees are not treated differently from those in the Pacific: those in the Pacific* ***filed individual grievances*** *(according to the information in the decision)* ***and made an unfair-labour-practice complaint. The Quebec and Atlantic employees were not diligent because they should have done the same thing in 2014.***
>
> …
>
> [Emphasis added]

[23] I also note that the employer did not deny the grievors' individual grievances on the grounds that they did not use the correct recourse, even though that is mentioned in its final-level grievance reply. It denied them on the grounds of not respecting the presentation time limit.

[24] I admit that the grievances' wording is not absolutely clear and that it can be confusing. However, to determine whether the grievors exercised the appropriate recourse in this case, I must consider the grievances' essence by applying the criterion of the dispute's "[translation] essence". For that purpose, I must consider the grievance as a whole, including the requested corrective measures (see *Public Service Alliance of Canada v. Treasury Board (Department of Human Resources and Skills Development)*, 2012 PSLRB 84 at para. 41; and *Toth v. Treasury Board (Canada Border Services Agency)*, 2024 FPSLREB 108).

[25] According to the grievances' wording, the grievors contested the change to their work hours; this is the very essence of their grievances. As a corrective measure, they specifically requested compensation for the financial losses that resulted from their work hours being reduced. It follows that that reduction is at the heart of the dispute. However, the issues specific to work hours fall under article 25 of the collective agreements ("Hours of Work") and therefore may be the subject of a grievance under s. 208(1)(a)(ii) of the *Act*. In addition, the employer did not challenge them in its written submissions. Therefore, I am of the opinion that the recourse that the grievors chose, namely, filing grievances, in fact was available to them. However, for the following reasons, it was not exercised within the prescribed time limit.

B. The Board does not have jurisdiction to decide the grievances

[26] The employer argued that the grievors filed their grievances outside the time limit provided in the collective agreements for filing a grievance at a grievance process

level. It asked that the Board deny the grievances for lack of jurisdiction. However, the bargaining agent submitted that the grievances were not untimely because they are continuing. It also argued that the employer waived its right to object based on not respecting the time limit because it did not raise any such objections when the agreement was signed to eliminate the first and second levels of the grievance process. Alternatively, the bargaining agent asked the Board to extend the time limit to file a grievance under s. 61(b) of the *Regulations*, in the interest of fairness.

1. These are not continuing grievances

[27] The bargaining agent did not convince me that the grievors' grievances are continuing grievances. To support its argument, its submitted that the question of whether the employer had the right to reduce the grievors' work hours remained relevant until the Board rendered its *Public Service Alliance of Canada* decision in July 2017. Given that when the grievances were filed, this issue was still relevant, in the bargaining agent's opinion, the employer's objection as to not respecting the time limit must be dismissed.

[28] According to the bargaining agent, the triggering date for calculating the time limit started when the grievors in the Quebec and Atlantic Regions became aware that the employer would not offer them the "[translation] same recourse" that was granted to the Pacific Region employees after the *Public Service Alliance of Canada* decision. It referred me to *Bowden v. Treasury Board (Canada Border Services Agency)*, 2021 FPSLREB 93 at paras. 27 and 34, for the definition of "continuing grievance". It also emphasized paragraph 49 of *Bowden*, which reads as follows:

> *[49] The grievor refers to the continued refusal of the employer to return her defensive equipment, including a reference to her repeated requests for the return. Whether or not the grievor made repeated requests, a continuing refusal of an employer to do something when it has already clearly communicated its position on the request does not necessarily result in a continuing grievance.* ***The only way that a repeated request can reset the time limit is if that request is based on changed circumstances or if the employer considers additional information when arriving at its decision.*** *In this case, the circumstances of the matter have not changed, [sic] nor has the employer considered additional information relating to the return of her defensive equipment since November 19, 2018.*
>
> [Emphasis added]

[29] According to the bargaining agent, the employer acknowledged that it considered *Public Service Alliance of Canada* and that it decided not to apply it to employees in the other regions. This means that it considered additional information. On that subject, the bargaining agent referred me to an email dated March 6, 2023, which was sent five-and-a-half years after the grievances were filed, in which the employer informed it that "[translation] … management would not, *prima facie*, be inclined to apply the FPSLREB's decision to all employees concerned …". According to the bargaining agent, this exchange confirms that the employer considered "[translation] … additional information, and this confirms its position … that these grievances are continuing grievances". I do not share its point of view.

[30] The fact that the question of whether the employer could reduce the Pacific Region employees' work hours during the freeze period remained relevant until the Board rendered its *Public Service Alliance of Canada* decision does not in itself make the 158 individual grievances continuing grievances. I agree with the employer that it made no repeated failures to consider these grievances as continuing grievances.

[31] It is well established in labour law that for a grievance to be considered a continuing grievance, the disputed event must occur continuously, such as inadequate working conditions or persistent violations of the terms of the contract. The fact that a single incident results in damages that occur repeatedly or consequences that last over time is insufficient to consider a grievance continuing (see Brown and Beatty, *Canadian Labour Arbitration*, 5th ed., at section 2:62; and *Bowden*, at paras. 34 to 36).

[32] The bargaining agent instead suggested that as far as waiting for the decision in *Public Service Alliance of Canada* kept the issue relevant, it made it possible to consider the 158 grievances as continuing grievances. For the reasons stated earlier, I do not agree with that proposal. I cannot agree with the argument that waiting for a decision about a third party changes an isolated into a continuing violation. An employer's continued refusal to do something when it has already clearly expressed its position does not give rise to a continuing grievance, despite an employee's repeated requests (see *Bowden*, at para. 49).

[33] Finally, the passage to which the bargaining agent referred me in *Bowden*, at para. 49 (see the highlighted part of the passage quoted earlier), does not state what the bargaining agent claimed. A grievance does not become continuing simply because the employer reconsidered its decision or reached a decision based on new information. That would have the effect of only resetting the time limit to zero. I

repeat, for a grievance to be considered continuing, the contested event must occur continuously.

[34] I would like to add that the grievors' repeated request to be reimbursed lost wages and benefits due to their reduced work hours is not based on new or different circumstances, as the bargaining agent suggested. *Public Service Alliance of Canada* does not apply to the grievors; nor does it change their circumstances. As I mentioned earlier, the decision applies only to a certain group of employees in the Pacific Region who made the complaint.

[35] I am also not convinced by the bargaining agent's argument that by considering *Public Service Alliance of Canada*, the employer took into account additional information to reach its decision. I am under the impression that the bargaining agent confused the decision to reduce work hours, which was contested in the grievances, with the decision to not apply *Public Service Alliance of Canada* to the grievors in the Quebec and Atlantic Regions. The passage to which it referred me in the March 6, 2023, email confirms only that the employer was unwilling to apply the decision in question to all the grievors. Nothing in that email leads me to conclude that the employer reconsidered its decision to reduce the grievor's work hours as a result of *Public Service Alliance of Canada* or that it made a new decision based on different circumstances or additional information. I cannot accept that the employer's mere refusal to apply to the grievors a decision that did not concern them could be enough to reset the time limit to zero. Stating otherwise would create workplace instability and unpredictability.

[36] I agree with the employer that waiting for a decision is not a continuing violation. Finally, as it pointed out, for a grievance to be considered a continuing grievance, a collective agreement provision must be violated repeatedly.

[37] Based on the foregoing statements, I determine that the 158 grievances are not continuing grievances and that they were filed late.

2. The employer did not waive the right to object based on the time limit not being respected

[38] I do not agree with the bargaining agent's proposal that the employer was estopped from raising the preliminary objection based on the presentation time limit not being respected because it did not raise any such objection when it signed the agreement to remove the first and second levels of the grievance process. To support

its argument, it relied on s. 63 of the *Regulations* and *Bell Technical Solutions Inc. v. Communications, Energy and Paperworkers Union of Canada*, [2014] C.L.A.D. No. 347 (QL) at para. 24.

[39] In *Bell Technical Solutions Inc.*, the arbitrator found that the employer had waived its right to raise its objection about the time limit not being respected by agreeing to suspend certain grievances while the grievance at issue before it continued. According to the bargaining agent, this principle applies to this case.

[40] First, *Bell Technical Solutions Inc.* is based on a separate legislative regime, and the facts, as well as the context, are completely different. In this case, the employer did not agree to suspend the grievances. Instead, together with the bargaining agent, it agreed to eliminate the first two levels, to hear the grievances directly at the final level. Those are two completely different things, and there is more. The principle set out in *Bell Technical Solutions Inc.* on which the bargaining agent relied is inconsistent with the *Regulations*, which expressly provide for circumstances in which the employer will be considered to have waived its right to object based on the time limits not having been respected. Section 63 of the *Regulations* specifies the following: "A grievance may be rejected for the reason that the time limit prescribed in this Part for the presentation of the grievance at a lower level has not been met, **only if the grievance was rejected at the lower level for that reason**" [emphasis added].

[41] However, in this file, the grievances were not considered at the lower levels. No replies were made at the first and second levels. They were considered at a single level — the final level.

[42] In addition, I note that in its final-level reply, the employer clearly stated that the grievances were denied due to the failure to respect the time limits for presenting them. I also note that it raised the objection on the grounds that the time limit was not met within 30 days of receiving a copy of the grievances' referral to adjudication, which conformed with s. 95(1)(a) of the *Regulations*.

3. Extending the time limit is not justified

[43] The Board may extend the time limit for presenting a grievance at any level of the grievance process, in the interest of fairness (see s. 61(b) of the *Regulations*). In this context, it established five criteria to determine whether it should exercise its discretion (see *Schenkman v. Treasury Board (Public Works and Government Services Canada)*, 2004 PSSRB 1 at para. 75). Each criterion is not necessarily of the same

importance or relevance and their probative values are situational, depending on the facts of the case (see *Martin v. Treasury Board (Department of Human Resources and Skills Development)*, 2015 PSLREB 39 at paras. 59 and 70).

[44] It is important to remember that time limits are prescribed and that they should be extended only in exceptional circumstances (see *Martin*, at paras. 57 and 68). Section 61(b) of the *Regulations*, which enables the Board to exercise its discretion to extend time limits, is not intended to render meaningless the time limits that the parties negotiated in the collective agreements (see *Bowden*, at para. 77; and *Mark v. Canadian Food Inspection Agency*, 2007 PSLRB 34 at para. 24).

[45] I would also like to add that in the absence of clear, cogent, and compelling reasons justifying the delay, it is difficult to see how extending the time limit could be considered fair and equitable.

[46] The bargaining agent failed to provide clear, cogent, and compelling reasons to explain why the grievors waited two to three years to file their grievances. To justify the delay and briefly and in a few lines, it simply stated that the difference in treatment between British Columbia Region employees and the Quebec and Atlantic Region grievors was an unreasonable application of article 25 (“Hours of Work”) of the collective agreements. I can understand that the bargaining agent and grievors are frustrated. However, this statement in itself does not justify the delay.

[47] It is quite possible that *Public Service Alliance of Canada* prompted the grievors to file their grievances, even though it did not apply to them. The fact remains that they contested the employer’s decision to change their work hours; this is the very essence of their grievances. They had to contest it within the time limit set out in clause 18.15 of the collective agreements. Why they did not remains a mystery, because the bargaining agent did not explain it. The fact that they filed their grievances after being informed of the *Public Service Alliance of Canada* decision is not a clear, cogent, and compelling reason justifying the delay. The mere fact that an employee discovers a right that they could have claimed does not create a new time limit; otherwise, labour relations stability would be jeopardized (see *Safire v. Treasury Board (Department of Veterans Affairs)*, 2013 PSLRB 97 at paras. 28 and 29).

[48] As for the length of the delay, the bargaining agent claimed that even though it is not possible to know on which date the 158 grievors became aware of *Public Service Alliance of Canada*’s publication, the first grievance was filed 20 days after its

publication date, on August 9, 2017, and the last grievance was filed 105 days later, on November 2, 2017.

[49] That argument is based on a faulty premise. The prescribed 25-day time limit for filing grievances at the first level began the moment the grievors were informed of the employer's decision to reduce their work works or when they became aware of it, not from the publication date of *Public Service Alliance of Canada* for Pacific Region employees (see clause 18.15 of the collective agreements). As I noted earlier, a careful reading of the grievances reveals that the grievors were informed of the employer's contested decision or that they became aware of it between September 2014 and October 2015. In addition, toward the end of its February 16, 2024, written submissions, the bargaining agent confirmed that the grievors wished to contest the employer's decision to reduce their work hours and to determine whether it correctly interpreted the PA and SV group collective agreements. In short, based on the facts in the file, two to three years elapsed from the grievors being informed that their hours would be reduced to filing their grievances.

[50] As for the criterion of the grievors' due diligence, the bargaining agent merely stated that after they learned that they had been treated differently than had their colleagues in the British Columbia Region, they contacted their union and took steps to file their grievances. However, this statement does not take into account the fact that for some years, the grievors knew that the employer had reduced their work hours. The bargaining agent did not comment on their due diligence from the moment they were informed that their hours would be reduced. That concern should have been at the core of its explanation (see *Safire*, at paras. 28 and 29; and *Schenkman*, at para. 77). Waiting two to three years to challenge an employer measure or action, without an explanation, is not being diligent.

[51] Like their Pacific Region colleagues, the grievors could have filed individual grievances or made an unfair-labour-practice complaint under ss. 190 and 107 of the *Act* within the prescribed time limits, to challenge the employer's decision. However, for reasons that I find difficult to understand, they did not.

[52] As for the balance between the prejudice that the parties would suffer, I am aware that by denying the request to extend the time limit, the grievors will not be able to pursue their grievances. It is unfortunate that they did not exercise the correct recourses that they could have, within the prescribed time limit. After all, as stated in

Schenkman, at para. 77, in a unionized environment, employees are expected to take responsibility for being aware of their rights.

[53] On the other hand, if the time limit is extended, the employer could suffer prejudice by not being able to present the evidence required to adequately reply to the grievors' grievances. Almost nine years have passed since the employer's decision to reduce their work hours. That said, since I have determined that the bargaining agent did not provide clear, cogent, and compelling reasons to justify the delay, this criterion becomes secondary (see *Schenkman*, at para. 80; and *Lagacé v. Treasury Board (Immigration and Refugee Board)*, 2011 PSLRB 68 at para. 53).

[54] Finally, it is difficult to assess a grievance's chances of success without hearing the evidence. The grievors might have been successful had they presented their grievances within the prescribed time limit. However, given the absence of clear, cogent, and compelling reasons to justify the delay, this speculation alone is insufficient to extend the time limit, for the reasons stated earlier.

[55] Although they had the burden, the grievors did not convince me that in the circumstances of this case, it would be fair and equitable to extend the time limit under s. 61(b) of the *Regulations*. Therefore, I deny their request.

C. The grievances are considered to have been referred to adjudication as individual grievances

[56] I agree with the employer's objection that the grievances should have been referred to adjudication as individual grievances rather than as a group grievance. The bargaining agent did not contest the merits of this objection and admitted that it was due to an administrative error that the grievances were referred as a group grievance. The employer agreed to withdraw this objection given that these grievances will be treated as individual grievances.

[57] Given all that, the grievances are deemed to have been referred to adjudication as individual grievances. The file number originally assigned to the referral of the group grievance (567-02-48092) has been replaced by the file number 566-02-48092, and the style of cause is *Acebedo et al. v. Treasury Board (Correctional Service of Canada)*. The names of the grievors who filed the individual grievances in file 567-02-48092 can be found in the appendix.

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

(The Order appears on the next page)

IV. Order

[59] I dismiss the employer's objection that the grievors did not exercise the correct recourse.

[60] I allow the employer's objection that the grievances were filed late.

[61] I deny the application for an extension of time under s. 61(b) of the *Regulations*.

[62] I deny the grievances for lack of jurisdiction.

[63] The grievances are deemed to have been referred to adjudication as individual grievances. The file number originally assigned, 567-02-48092, is replaced by the file number 566-02-48092, and the style of cause is *Acebedo et al. v. Treasury Board (Correctional Service of Canada)*.

November 1, 2024.

FPSLREB Translation

Adrian Bieniasiewicz,
a panel of the Federal Public Sector
Labour Relations and Employment Board

Grievance numbers and names of associated grievors:

60534: Mélanie Laporte
60839: Pierre-Luc Gilbert
60840: Valérie Letourneau
60843: Kathy Girard
60844: Kim Bursey
60845: Simon Proulx
60846: Vincent Desrosiers
60847: Nancy Beaudin
60850: Carole Lambert
60853: Yan Fortin
60856: Christian Lapointe
60859: Johanne Dionne
60860: Sophie Mascherin
60861: Carolanne Lachapelle
60862: Josie Borja
60863: Emmanuelle Roy
60864: Maria-Valérie Acebedo
60867: Micheline Houde
60869: Sonia Tremblay
60870: Marie-Eve Barbe-Daoust
60871: Sophie Major
60873: Véronique Boisvert
60875: Michel Perry
60883: Tiffany Boisselle-Ladouceur
60884: Sandra Charles
60885: Stéphanie Bertossi
60886: Vincent Perron
60887: Michelle Morisette-Adam
60888: Krystel Daudelin
60889: Elyse Perreault
60890: Linda Dion
60891: Laurent Gagné-Roy
60892: Émilie Beaudet
60893: Amélie Andrade-Pinto
60894: Annie Blanchette
60895: Ketlt-Tania Alexandre
60896: Anne Drapeau
60897: Nathalia Mojica Gil
60898: Sylvie Leblanc
60899: Mathieu Grégoire-Lacasse
60900: Julie Labonte
60901: Véronique Berthiaume-Ouimet
60903: Marilou Morin-Tremblay
60904: Jonathan Beaupré
60905: Amélie Deschamps
60907: Chloé Pilon
60908: Émilie Boily-Tremblay
60911: Annick L'Espérance
60912: Isabelle Richard
60913: Shabeena Zehra
60914: Mélissa Marcotte
60915: Caroline Henry

60916: Josianne Bergeron
60917: Élise Bisson-Samson
60918: Ryan Quance
60920: Marjorie Delisle
60921: Isabelle Soucy
60922: Isabelle Bouchard
60923: Jessica St-Onge
60924: Sarah Decoste
60925: Miriamme Dorais
60927: Catherine Lafleur
60928: Nicholas Riopel
60933: Jocelyne Brunet
60934: Nancy Carrière
60935: Chamili Boismenu-Lefebvre
60936: Christine Desjardins
60937: Mélanie Vadnais
60938: Valery Beaulieu-Guilbault
60939: Alexandre Langevin
60940: Jessy Savard
60941: Caroline Hudelet
60942: Véronique Racette
60944: Daniel Décarie
60945: David Éthier
60946: Nathalie Dicaire
60947: Claudy Therrien-Breton
60948: Benoit Martel
60949: Gabriel Valiquette
60956: Valérie Gagnon
60958: Yvon Thuot
60959: Julie Lacroix
60960: Mickael Labrie
60961: Stéphane Poirier
60964: Nancy Trudel
60967: Chantal Jodoin
60968: Numa Chidiac
60969: Mélanie Roy
60971: Vicki Laviolette
60972: Catherine Talbot
60973: Annie Lamontagne
60974: Edith Laplante
60975: Pascal Kajiji
60976: Alain Henault
60977: Vanessa Ares
60978: Mélina Tétreault
60979: Julie Belisle
60980: Émilie Larivière
60981: Caroline Langis
60982: Sara Chapman
60983: Geneviève Cossette
60985: Karine Audet
60986: Maxime Berthiaume
60987: Alexandre Charbonneau
60988: Ann-Frédérique Morin-Roy
60989: Carol-Ann Chamberland

60990: Geneviève Fournier
60991: Isabelle Laquerre
60992: Karine Bonin
60993: Maxime Brodeur
60994: Mélina Fournier
60995: Marie-Pier Tremblay
60996: Stéphanie Dufour
60997: Valérie Thach
60999: Joanie Laganière
61000: Cindy Desrosiers
61001: Valérie Hudon-Martel
61002: Sylvie Defond
61004: Marie-Hélène Hebert
61006: Mireille Gravel
61012: Elsa Puig-Bilodeau
61013: Patricia Dagenais
61014: Amélie Chevrier
61015: Vicky Megas
61016: Véronique Lanthier
61017: Katherine Langevin-Bonneau
61018: Kim Plouffe
61019: Natalie Laflèche
61020: Julie Benoit
61022: Gilles Gagnon
61023: Krystel Giroux
61024: Suzanne Harvey
61027: Catherine St-Denis
61029: Jean Junior Prudent
61031: Véronique Fortin
61032: Brigitte Chabot
61038: Isabelle Émard
61039: Eva II York
61041: Nancy Mitchell
61064: Isabelle Mathieu
61075: Roger Morasse
61084: Geneviève Landry
61109: Marilyne Martin Laurin
61162: Véronique Lacoursière
61172: Tania Potvin-Denesha,
61197: Michel Lefebvre
61208: Line Réhel
61331: Marie Dinelle-Morinville
61355: Carole Barbeau
61366: Rachel Kelly
61407: Annick Lachapelle
61499: Jean-Christophe Topalidis
61621: Jullie Trans-Murphy
61633: David Gould
61634: Jason Sherman
61697: Catherine Lesey
61770: Marie-Claude Gaulin
63410: Marie-Pier Cossette