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File: 566-02-48534

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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

AMÉLIE ROBERGE

Applicant

and

TREASURY BOARD
(Department of Fisheries and Oceans)

Respondent

Indexed as
Roberge v. Treasury Board (Department of Fisheries and Oceans)

In the matter of an application for an extension of time under section 61(b) of the *Federal Public Sector Labour Relations Regulations*

Before: Pierre Marc Champagne, a panel of the Federal Public Sector Labour Relations and Employment Board

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

For the Respondent: Vicky Champagne, Treasury Board of Canada Secretariat

Decided on the basis of written submissions, filed December 18, 2023, and January 23, February 14, and June 24, 2024.
[FPSLREB Translation]

I. Overview

[1] On November 6, 2023, Amélie Roberge ("the applicant") referred four grievances to adjudication with the Federal Public Sector Labour Relations and Employment Board ("the Board"). One challenged the Department of Fisheries and Oceans' decision to temporarily relocate her workplace in 2012.

[2] That grievance is subject to a preliminary objection from the Treasury Board Secretariat that alleges that it was filed late. That is the only grievance that this case deals with and that this decision covers. In this decision, "the employer" refers equally to either the Department of Fisheries and Oceans or the Treasury Board Secretariat.

[3] The Board has the authority to decide any case before it without holding a hearing (see s. 22 of the *Federal Public Sector Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365)).

[4] After I reviewed the grievance, the employer's responses at the different grievance procedure levels, and the parties' written submissions on the employer's objection about the time limits and the applicant's application for an extension of time, I determined that it was possible to decide the issues based on those documents.

[5] In addition, the Board asked the Public Service Alliance of Canada ("the bargaining agent") to provide its position on two specific items. Its clarifications were considered when this matter was analyzed and will be addressed in due course in the reasons for this decision.

[6] For the following reasons, the employer's objection is allowed, and the applicant's extension-of-time application is dismissed.

II. Summary of the relevant facts

[7] Between 2006 and 2021, the applicant held a fisheries officer position with the employer. Between 2006 and 2012, she had to be absent from work several times for periods ranging from several months to a few years because of maternity leaves or medical reasons. In April 2012, she returned from a medical leave of about three years.

[8] On May 22, 2012, the employer informed the applicant that she would be reassigned to a new workplace for a period of two years as of August 13, 2012. According to the employer's claim, the decision aimed to provide the applicant with the support necessary to achieve her performance objectives after an alleged

performance problem and conflicts were identified. On September 13, 2012, the applicant filed a grievance against the employer's decision.

[9] The applicant has been on medical retirement since August 26, 2021.

III. The nature of the preliminary objection

[10] After the applicant's grievance was referred to adjudication, the employer raised an objection, stating that the Board does not have jurisdiction to hear it because it was reportedly filed after the time limit expired that was set out in the collective agreement that applies in this case, namely, the one for the Technical Services (TC) Group that the employer and the bargaining agent concluded and that expired on June 21, 2011 ("the collective agreement").

[11] Clause 18.15 of the collective agreement states that a grievor may present a grievance at the first level of the grievance procedure not later than the 25th day after the date on which they were informed of or became aware of the action or circumstances that gave rise to the grievance.

[12] In response to the employer's objection, the applicant denied that the grievance was filed after the deadline, but in the alternative, she requested that the Board grant her an extension of time.

IV. Summary of the arguments

A. For the employer

[13] The employer argues that on May 22, 2012, the applicant was notified in writing of the administrative changes affecting her and of her assignment to a new workplace in Blanc-Sablon, Quebec. The collective agreement clearly states the prescribed time within which she should have filed her grievance at the first level. The time limit is set at 25 days after the date on which she was informed of or became aware of the action or circumstances that gave rise to her grievance, namely, May 22, 2012. Thus, the grievance should have been filed at the latest by June 27, 2012.

[14] However, the grievance was filed on September 13, 2012, well after the time limit set out in the collective agreement for doing so. The employer rejected the grievance for that reason at all levels of the grievance procedure, namely, the second and third levels, because the parties agreed to transmit the grievance directly to the second level.

[15] Therefore, the employer argues that an adjudicator tasked with hearing a referral to adjudication under s. 209 of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the *Act*") has no jurisdiction to hear this matter because the grievance was not filed within the prescribed time limit. Thus, it asks that for lack of jurisdiction, the Board deny this grievance's referral to adjudication without holding a hearing.

B. For the applicant

[16] The bargaining agent finds first that the employer's objection is itself out of time. The mandatory procedure set out in s. 95 of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; "the *Regulations*") provides that a party must raise an objection such as the one in this case no later than 30 days after receiving a copy of the notice of the grievance's referral to adjudication.

[17] The bargaining agent claims that it referred this grievance to adjudication on November 6, 2023, but that the Board confirmed its receipt only on November 17, 2023. Therefore, the bargaining agent argues that the employer should have opposed it before December 17, 2023, but that it did so only the next day, December 18, 2023.

[18] In addition, the bargaining agent contends that the employer stated that the grievance was filed past the time limit while the employer itself missed the deadline to respond at the final level of the grievance procedure. The bargaining agent argues that the Board ruled on a similar situation in *Noor v. Treasury Board (Department of Indigenous Services)*, 2023 FPSLREB 86.

[19] Therefore, the bargaining agent requests that the Board summarily dismiss the employer's preliminary timeliness objection. However, if the Board concludes that the grievance was filed late, the bargaining agent requests that it exercise its discretionary power and grant the applicant an extension of time by applying the criteria set out in *Schenkman v. Treasury Board (Public Works and Government Services Canada)*, 2004 PSSRB 1.

C. The employer's reply

[20] In response to the bargaining agent's suggestion that the employer's objection was raised with the Board outside the required time limit, the employer submits that December 17, 2023, was a Sunday and a holiday and that consequently, making the

preliminary objection on the first business day after it, December 18, 2023, was within the deadlines prescribed in the *Regulations*.

[21] The employer also submits that *Noor* does not apply to this case, as in that decision, the Board specified that the employer's delay submitting its response to a grievance that it considered late was not taken into account in its analysis and that it was not an issue but rather a simple remark addressed to the employer.

[22] Finally, the employer mentions that the parties had an emailed written agreement to extend the time limit for responding at the final level of the grievance procedure until September 29, 2023. It also provided the Board with a related email dated September 20, 2023.

[23] With respect to the bargaining agent's extension-of-time application, the employer agrees that the Board should apply the *Schenkman* criteria in its analysis.

V. Reasons

A. Was the grievance filed late?

[24] As mentioned earlier, the collective agreement is clear that the applicant's grievance had to be filed no later than 25 days after she became aware of the action or the circumstances that gave rise to it. She does not challenge that from an employer letter dated May 22, 2012, she learned that it had modified her assignment, specifically her workplace, for a duration of 2 years, starting in August 2012.

[25] As a result, since the grievance was filed only on September 13, 2012, which was more than 3 months later, clearly, it was submitted to the employer outside the 25-day time limit set out in the collective agreement.

[26] However, the bargaining agent argues that nonetheless, the Board should summarily dismiss the employer's objection because the employer itself reportedly raised it with the Board outside the time limit set for doing so under the *Regulations* and because it allegedly did not observe the time limit for responding at the final level of the grievance procedure.

[27] Thus, I will focus first on analyzing the bargaining agent's two proposals, to determine if on their own, they justify summarily dismissing the employer's objection. If not, I will then consider the applicant's extension-of-time application.

1. Did the employer raise its objection late?

[28] The Board received the employer's objection on December 18, 2023. As set out at s. 95(1)(a) of the *Regulations*, a party that wishes to raise an objection that a time limit prescribed by a collective agreement for filing a grievance has not been met must do so no later than 30 days after receiving a copy of the notice of the grievance's referral to adjudication.

[29] In this case, the Board sent the referral-to-adjudication notice to the employer on November 17, 2023. Therefore, applying the *Regulations*, the employer was required to raise its objection with the Board by no later than December 17, 2023, as the bargaining agent stated.

[30] However, December 17, 2023, was a Sunday. Under s. 10 of the *Regulations* and s. 35 of the *Interpretation Act* (R.S.C., 1985, c. I-21), the Board has already concluded in such a situation that the time limit extends to the first day after that that is not a holiday (see *Bernatchez v. Treasury Board (Correctional Service of Canada)*, 2023 FPSLREB 104 at paras. 38, 39, and 41).

[31] In this case, the day would be Monday, December 18, 2023, which is the date on which the employer sent the objection to the Board. Therefore, the objection was not raised outside the time limit set out in the *Regulations* and cannot be summarily dismissed for that reason, as the bargaining agent requested.

2. Did the alleged delay in the employer's final-level response affect the timeliness objection's validity?

[32] In response to the bargaining agent's allegation that the employer's final-level response was also sent late, the employer refers the Board to the parties' agreement to extend the time limit in question to September 29, 2023. If that is so, then, therefore, the employer's final-level response was not late, as it was sent to the applicant on September 27, 2023, according to the bargaining agent's written submissions.

[33] At my request, in an email dated June 22, 2024, the bargaining agent confirmed to the Board that it had not seen the email attached to the employer's written submissions in which the parties clearly agreed to extend the time limit for the final-level response. Beyond that statement, it does not challenge the accuracy or truthfulness of the email or of the parties' agreement that it attests to.

[34] Therefore, the employer's final-level response is not considered to have been made outside the prescribed time limit, and the bargaining agent's argument seeking the summary dismissal of the objection based on such a delay must be dismissed. Consequently, it is not necessary to continue the analysis on this issue or to determine the applicability or scope of *Noor* with respect to that argument.

[35] Therefore, I conclude that the applicant filed the grievance late. I will now turn to analyzing the applicant's extension-of-time application that was filed with the Board.

B. Should the Board allow the application for an extension of time?

[36] Section 61(b) of the *Regulations* grants the Board the power, in the interests of fairness and at a party's request, to extend any time limit provided by a grievance procedure in a collective agreement.

[37] The parties rightly agree that the criteria that apply to the Board's analysis of an extension-of-time application are those set out in *Schenkman*. The Board has often applied them in similar cases. It first examines the reasons cited to justify the delay, which must be clear, cogent, and compelling. Then, the other criteria analyze the duration of the delay, the applicant's due diligence, the injustice that would be caused to the applicant were the application denied compared to the prejudice that would be caused to the employer were it granted, and finally, the chance of success of the grievance underlying the extension-of-time application.

[38] The Board has repeatedly stated that the criteria can have varying weight and importance based on the specific circumstances of each situation (see, for example, *Mazzini v. Canada Revenue Agency*, 2024 FPSLREB 105 at para. 22; and *Bowden v. Treasury Board (Canada Border Services Agency)*, 2021 FPSLREB 93 at para. 77).

[39] It is also generally recognized that the absence of a clear, cogent, and compelling reason for the delay of the party seeking an extension of time significantly diminishes the weight and importance that the other criteria may have in the Board's analysis (see *Desjardins v. Treasury Board (Department of Foreign Affairs, Trade and Development)*, 2024 FPSLREB 109 at para. 108; and *Bowden*, at paras. 81 and 82).

[40] Therefore, I will review and analyze the *Schenkman* criteria in order, based on the arguments that the parties submitted to the Board for each one.

1. Clear, cogent, and compelling reasons

[41] To explain the applicant's delay filing her grievance at the first level, the bargaining agent, in a brief paragraph, simply raises the psychological impact that the employer's decision to reassign her to a new workplace far from her family would have had on her.

[42] In addition, the bargaining agent argues that the decision was communicated to the applicant shortly after she returned to work after a leave of over two years for medical reasons. Finally, the bargaining agent affirms that she feared losing her job or even facing retaliation from the employer due to the content of its letter received on May 22, 2012.

[43] For its part, the employer argues that the bargaining agent does not explain how the allegedly difficult situation that the applicant faced would have prevented her from filing her grievance within the time limit when she was back at work because she was fit to be there, and she was able to organize her move. Therefore, the employer submits that the bargaining agent's explanation is not clear, cogent, or compelling.

[44] On its face, the bargaining agent's explanation for the applicant's delay filing her grievance seems particularly simplistic and general. Given its experience and level of sophistication in similar matters, it should have known that under the circumstances, it was responsible for providing the best possible arguments to support her extension-of-time application. I believe that it did not and that it did not meet its burden (see, in that sense, *Mazzini*, at para. 30).

[45] Indeed, the bargaining agent was content to affirm that the employer's announcement of the applicant's reassignment would have been a psychological shock for her, which prevented her from being able to file her grievance against that devastating action. On the contrary, some might think that such news with such a significant impact could have strongly encouraged the applicant to challenge it. The bargaining agent seems to suggest that instead, the opposite occurred.

[46] It is easy to understand and accept that the employer's announcement could have shaken the applicant because it was likely to result in a major change to several aspects of her personal, professional, and family lives. However, the bargaining agent provides no details on the impact's extent or its connection to the applicant's ability to file a grievance or to ask it to file one on her behalf. Nor does it provide any details about any specific reason or practice that would have prevented it from doing so.

[47] What differed in September 2012 such that as of then, the applicant was able to file her grievance? The bargaining agent says nothing about it, except that it can be understood that at that moment, her transfer to her new workplace had completed.

[48] The bargaining agent's explanation also does not allow the Board to assess whether it could explain the applicant's inaction for the entire period that preceded filing her grievance. The employer rightly points out that she was deemed fit to return to work a month before it announced its decision and that it seems that she was able to go ahead with her move. Nothing in the parties' arguments allows me to find that she was unable to resume her duties as planned once in Blanc-Sablon in August 2012.

[49] After reviewing some of its decisions with respect to the need to provide an adequate explanation for the entire period of the delay, in *Osborne v. Treasury Board (Department of Fisheries and Oceans)*, 2024 FPSLREB 5, the Board concluded that failing to provide such an explanation for the entire period was not dispositive but remained relevant (see paragraphs 50 to 55).

[50] The Board also took that position in *Desjardins* when it concluded that the applicant's fragile state of health could visibly explain only a portion of the delay (see paragraph 113). In this case, I concur with that point with respect to the bargaining agent's explanation.

[51] Note that the bargaining agent also claims that the applicant feared losing her job or retaliation from the employer. Once again, nothing in that general statement serves to explain why and how she was unable to file a grievance in May 2012 for that reason and how her situation in that respect was different four months later, in September 2012.

[52] Consequently, it is impossible for me to find that this important criterion is in the applicant's favour, as the reasons given for her delay filing her grievance are not clear, cogent, or compelling.

2. The length of the delay

[53] As for the length of the delay, the bargaining agent mentions only that it believes that the circumstances of this case are such that this criterion should be given less weight.

[54] The employer argues that despite the applicant's delay of only two months filing her grievance, the collective agreements are clear with respect to the deadline for doing so, and the bargaining agent provided no valid reason explaining the length of the delay.

[55] I would like to believe that the different clauses that the parties negotiated in the collective agreement must have a useful purpose and should mean something in their respective realities. The parties deemed it good, or even necessary, to limit the time to file a grievance to 25 days.

[56] In this case, the time that elapsed before the applicant filed her grievance was 114 days. She filed it about 78 days after the time limit to do it in the collective agreement expired, which was a delay of 2 months and 17 days.

[57] The Board has already assessed that a delay of two to four months is not major but is also not short (see, for example, *Osborne*, at para. 59; and *Mazzini*, at para. 27). A delay of more than two months, as in this case, falls into that category, which normally argues in the applicant's favour in the analysis of this specific criterion.

[58] However, in the past, the Board has also taken into account that a failure at the first level, as in this case, is more detrimental than at the other levels of the grievance procedure (see *Cherid v. Deputy Head (Department of Employment and Social Development)*, 2024 FPSLREB 8 at para. 28). Thus, I also take this factor into account and add it to the lack of a satisfactory explanation for the delay, to give little weight to this criterion, even if it seems to favour the applicant on its face.

3. Due diligence

[59] While the applicant must set out that she demonstrated due diligence under the circumstances despite her delay filing her grievance, instead, the bargaining agent simply justifies her inaction. It briefly mentions that she dealt with a long-distance move far from her husband and young child. It reiterates that she was in a difficult situation personally and mentally. Nevertheless, it points out that she filed her grievance less than a month after her move.

[60] As for the employer, its opinion is that the bargaining agent did not provide any evidence that the applicant took all possible steps to ensure that her grievance was filed within the prescribed time limit. Therefore, whether the applicant acted with any due diligence has not been demonstrated at all.

[61] As the bargaining agent's position on this criterion sets out, it is often confused or perceived as complementary to the first criterion, which determines whether there is a clear, cogent, and compelling reason. Therefore, the bargaining agent still tries to use the same explanation as the one it proposed for the first criterion to justify the applicant's inaction, which I dismissed for the reasons stated earlier.

[62] However, it notes that the applicant filed her grievance less than a month after her move. I must understand from that statement that the bargaining agent sees it as a demonstration of a certain diligence from her. Once again, beyond that general statement, I have no specific details about that period. The bargaining agent does not specify the date of the move in question. Therefore, in the absence of a statement to the contrary, I am forced to believe that it preceded or coincided with the start date of the applicant's new assignment, which was scheduled for August 13, 2012.

[63] Contrary to the bargaining agent' suggestion, in my opinion, it does not demonstrate the applicant's diligence but rather reinforces the perception of some carelessness by the bargaining agent with respect to the time limit set out in the collective agreement for filing this grievance.

[64] In addition, the grievance in question is about the employer's failure to respect the collective agreement. Therefore, under the *Act*, the bargaining agent must have approved the grievance before it was filed. If the applicant was unfit or unable to file her grievance before September 2012, no indication was brought to the Board's attention that suggested that she communicated with the bargaining agent before that date.

[65] The bargaining agent could very well have advised her, supported her, or acted on her behalf either by filing the grievance itself or by asking the employer to suspend the time limit for doing so, given the applicant's alleged condition. I have no indication that either possibility was considered.

[66] Therefore, I am not convinced that the applicant provided evidence of due diligence in this case, and this criterion cannot be favourable to her.

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

[67] As for the injustice that would be caused to the applicant if her application for an extension of time is not granted, the bargaining agent simply states that it would far exceed the prejudice that would be caused to the employer. Instead, it blames the

employer for failing to demonstrate its potential prejudice and is content to state that the applicant would be deprived of her only recourse.

[68] For its part, the employer considers instead that the applicant must determine the injustice that would be caused to her, if any. According to it, the bargaining agent makes only a single argument, which is that the applicant would be deprived of her only recourse.

[69] In fact, the employer submits that it covered all the costs associated with the applicant's monthly rent for the duration of her assignment in Blanc-Sablon. It adds that since the applicant obtained her medical retirement on August 26, 2021, the other corrective measures that she requests would no longer be relevant, in its opinion.

[70] In addition, the employer argues that if the extension of time is granted, high costs would be incurred to hear this grievance for a decision that ultimately would not resolve anything.

[71] At my request, the bargaining agent confirmed to the Board that the applicant has indeed retired, for medical reasons. However, it believes that the retirement was directly related to the events that led to her filing the multiple grievances that are currently before the Board. Therefore, according to it, those events should be considered as a whole.

[72] Indeed, the applicant is responsible for proving the factors that are relevant to the analysis of her extension-of-time application. As the Board recently affirmed, such extensions are not granted automatically (see *Risser v. Treasury Board (Canadian Transportation Accident Investigation and Safety Board)*, 2024 FPSLREB 98 at para. 34). She must make her case based on fairness.

[73] It is not enough for a party to simply assert that it would be deprived of a recourse and thus the right to be heard by the Board in a given situation. Although it is true that such an impact is serious and significant with respect to the applicant's right to be heard, this right is part of a set of other factors that the Board must carefully weigh, to decide the most equitable position for the parties in the end.

[74] Although the applicant has the right to be heard, the employer has the right to stability and predictability in its labour relations. This is the *raison d'être* and foundation of a collective agreement clause like the one at issue in this case. The time

limits that it sets out must be respected (on that point, see *Desjardins*, at para. 109; *Risser*, at para. 34; and *Bowden*, at para. 77).

[75] If the applicant is deprived of her right to be heard, it would be because she failed to comply with the guidelines that the parties to the collective agreement voluntarily established to frame the exercise of that right.

[76] In addition, in response to the Board's request for certain clarifications, the bargaining agent submits that the applicant's situation in this case is part of a series of events that led to filing the multiple grievances currently waiting to be scheduled for a Board hearing. Therefore, it suggests that those events be considered as a whole.

[77] A check of the Board's records did indeed reveal the existence of four grievances involving the applicant, including this one. As mentioned at the beginning of this decision, the four grievances were referred to the Board at the same time, to be heard at adjudication.

[78] On its face, the bargaining agent's suggestion seems to contradict its position that the applicant would be deprived of her only recourse if the Board denies her extension-of-time application. Obviously, she would have the opportunity to be heard in her other cases because this application and this decision are about only one of her grievances, the one specifically related to the facts surrounding the modification of her assignment and her workplace in August 2012.

[79] Furthermore, in the same clarifications that the bargaining agent provided at my request, it again refers the Board to *Noor*, to argue that in the presence of discrimination allegations, the impact of the decision not to hear a grievance would be greater than in other circumstances.

[80] In *Noor*, at para. 54, the Board specifically concluded that the impact on the applicant of not being heard would be significant because the grievance alleged a loss of salary resulting from failures to fulfil the duty to accommodate on the basis of religion.

[81] In this case, I must point out that at first glance, discrimination is not mentioned in the grievance itself. Nor do the employer's responses at the different levels of the grievance procedure. This could suggest that it might not have been an issue during the grievance procedure. However, in the clarifications sent to the Board,

the bargaining agent states that it apparently provided the employer with written submissions on that issue.

[82] Additionally, the referral of this grievance to adjudication, as well as the simultaneous referrals of the applicant's other grievances to the Board, was duly accompanied by a form notifying the Canadian Human Rights Commission, as required by the *Act* to raise discrimination allegations at adjudication.

[83] Despite the bargaining agent's suggestion that the events underlying these grievances should be considered as a whole, it seems that the facts of this case are unique to it. The bargaining agent provided no clarification about the need to hear the four cases simultaneously, and no application to consolidate proceedings has been filed.

[84] Nevertheless, if I consider the bargaining agent's suggestion as it was formulated, and even if I account for the applicant's discrimination allegations, once again, it contradicts its allegation that the applicant would be deprived of her only recourse if her extension-of-time application is dismissed. Indeed, she will still have the other grievances referred to the Board, which also allege discrimination on the employer's part.

[85] Therefore, the bargaining agent's simple and sole statement is not enough to demonstrate the true existence of serious prejudice that would be caused to the applicant if the Board did not hear this grievance, which would significantly tip the balance in her favour.

[86] For its part, the employer mentioned the significant cost that hearing the grievance would incur and its potentially limited scope, due to the applicant's medical retirement. I am not convinced at this stage that the grievance necessarily becomes moot and futile on account of the applicant's medical retirement. As for the costs that would be incurred, they are part of the normal consequences inherent to the principle of grievance adjudication provided not only in the collective agreement but also in the *Act*.

[87] Consequently, this factor leans in the applicant's favour but in a very limited way.

5. Chance of success of the grievance

[88] Finally, for the criterion about the grievance's chance of success, the bargaining agent explains in a few words the employer's weakness demonstrating the necessary factors to justify its decision to administratively reassign the applicant. Therefore, it can be inferred that it generally assumes that it would prevail if the Board heard the applicant's grievance at adjudication.

[89] For its part, the employer reiterates that the issue raised in the applicant's grievance has become moot and that the corrective measures that she requests have become null and void due to her medical retirement.

[90] At this stage of the proceedings, the Board does not have all the necessary information that would allow it to definitively rule on the grievance's chance of success. Nevertheless, given the information available, as stated earlier, I am not convinced that the grievance is necessarily moot, and it cannot be said at this stage that it is futile or vexatious.

VI. Conclusion

[91] The grievance was filed late at the first level. The Board does not have jurisdiction to hear it.

[92] The bargaining agent believes that given the circumstances it considers unique and exceptional in this case, the Board should exercise its discretion and grant the extension-of-time application. For the reasons noted earlier, I reach the opposite conclusion.

[93] The applicant did not provide a clear, cogent, and compelling reason for her delay filing her grievance and did not demonstrate due diligence. Although the delay's length is not very significant, and she may suffer some prejudice because she is not being heard with respect to this grievance specifically, those factors are not enough to offset the lack of a satisfactory reason and her lack of due diligence.

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

(The Order appears on the next page)

VII. Order

[95] The employer's preliminary timeliness objection is allowed.

[96] The applicant's extension-of-time application is dismissed.

[97] The grievance in Board file no. 566-02-48534 is closed.

July 25, 2025.

FPSLREB Translation

Pierre Marc Champagne,
a panel of the Federal Public Sector
Labour Relations and Employment Board