

**Date:** 20250910

**File:** 566-02-48515

**Citation:** 2025 FPSLREB 109

*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

**ERIK LALONDE**

Grievor

and

**DEPUTY HEAD  
(Department of Natural Resources)**

Respondent

Indexed as

*Lalonde v. Deputy Head (Department of Natural Resources)*

In the matter of an individual grievance referred to adjudication

**Before:** Brian Russell, a panel of the Federal Public Sector Labour Relations and  
Employment Board

**For the Grievor:** Christopher Schultz, counsel

**For the Respondent:** John Maskine, counsel

---

Heard at Ottawa, Ontario,  
January 13 to 17, 2025.

---

**REASONS FOR DECISION**

---

**I. Overview, and outline of decision**

[1] Erik Lalonde (“the grievor”) was a physical science senior advisor working for the Department of Natural Resources (“the employer”). He was hired on a term contract from July 4, 2022, to June 28, 2024.

[2] In early February 2023, the employer advised him that his term would end on March 31, 2023, because there was not enough work available for him.

[3] He filed an individual grievance about the employer’s decision to end his term early. He alleged that the decision was made in bad faith and that it was an unreasonable exercise of the employer’s management rights.

[4] Four witnesses testified at the hearing, including Geneviève Marquis, the executive director at the Geological Survey of Canada for the employer’s Central Canada division; Tina Bradford, a manager of policy and planning at the employer’s Chief Information Office; Lydia Dobson, the grievor’s employment relations officer at the Professional Institute of the Public Service of Canada (“the bargaining agent”); and the grievor.

[5] For the reasons that follow, I conclude that the employer ended the grievor’s term early because there was not enough work available for him. The decision was not made in bad faith, so I deny his grievance.

**II. Background about the grievor’s employment**

[6] The grievor accepted a two-year term, from July 4, 2022, to June 28, 2024, and he reported to Ms. Marquis, who signed his employment offer letter. It was a physical science senior advisor position classified at the PC-05 group and level.

[7] His employment offer letter stated as follows:

...

*... Nothing in this letter should be construed as an indeterminate appointment, nor should you anticipate continuing employment in the public service as a result of this offer. Your services may be required for a shorter period depending upon the availability of work and the continuance of the duties to be performed.*

...

### **III. There was no bad faith in the decision to end the grievor's term early**

[8] To determine whether the employer's decision to end the grievor's term early was made in bad faith, I will examine whether there was a lack of work for him, whether missing a Treasury Board submission meeting and a double-booking incident led to the early end of his term, whether the grievor was induced to accept the term position and finally whether the deletion of the grievor's email account after his term ended was bad faith.

#### **A. There was a lack of work**

[9] The employer's Targeted Geoscience Initiative (TGI) program involves carrying out geology research to develop mineral exploration. It helps the mining industry better understand and find formations and develop tools to find deposits.

[10] These three main objectives were outlined in the grievor's performance management agreement:

- Financial tracking: support the TGI's coordination.
  - regularly track the TGI's budget, to
    - track the TGI's procurement plan;
    - track the TGI's travel expenditures; and
    - track grants funding.
- Critical minerals: support geoscience research on critical minerals
  - support trackers, which are working tools such as documents used to observe and follow the evolution, and progress on the Treasury Board critical minerals submission.
- TGI Coordination Office: coordinate TGI supporting geoscience knowledge, for Canada's prosperity.
  - weekly coordination meetings and reporting progress on files;
  - tracking the TGI's budget and procurement;
  - completing progress for mid-year;
  - engaging with the science advisory group meeting, to steer the TGI's science agenda;
  - organizing grant evaluations;

- setting up an agenda and logistics for the next industry advisory group meeting; and
- supporting stakeholder engagement.

[11] Ms. Marquis testified that the grievor's most pressing objective was the Treasury Board submission work. She explained that it was a high-priority five-year initiative. The employer had made many Treasury Board submissions to secure money for the other geoscience programs. Part of the submission work's purpose was to ask for money for the Critical Mineral Geoscience and Data (CMGD) program. It also included geology research but was centred on critical minerals.

[12] In spring 2022, a need arose to support the Treasury Board submission process. A unit was activated to work on writing the submission. The requested funding was for the entire department. Ms. Marquis thought that a larger coordination role was needed.

[13] She testified that in the past, the Treasury Board submissions had been renewals. In this case, the submission was to create the CMGD. She explained that the employer expected significant effort and work because it anticipated that the submission process would be more complex than a renewal. The Treasury Board submission was a key reason that the grievor was hired.

[14] The grievor testified that during his first month of work, he completed the mandatory public service training and that he became familiar with the CMGD program. After that, he worked on the Treasury Board submission and was asked to take a leadership role on it.

[15] After the grievor was hired, Ms. Marquis met with him once a week for a section-head meeting and every two weeks for a subdivision-head meeting. He was invited to provide both a weekly update verbally and a summary of his workload.

[16] Ms. Marquis testified that she learned that most of the time, the grievor did not have anything to report and that his workload diminished to the point that there was no work for him.

[17] On August 8, 2022, Ms. Marquis emailed the grievor to inform him that the Treasury Board submission was entering the next phase of the process and that he

would most likely step down from the process. A new unit was to organize the next phase, and it was to receive funding for the first phase of the project.

[18] Ms. Marquis testified that another sector, the Minerals Programs Branch, had the lead for writing the submission. The Geological Survey of Canada was not responsible for coordinating the submission, which was different from how it had been done in the past. Ms. Marquis testified that when the grievor was hired, she had no knowledge of the Minerals Programs Branch.

[19] The Minerals Programs Branch focused on these three areas:

- program delivery, such as project agreements and monitoring;
- performance management and reporting; and
- regional strategies and infrastructure to unlock mineral-rich regions and accelerate critical mineral mining projects.

[20] The grievor's mid-year review of his performance management agreement stated that the Treasury Board submission work objective was completed with success in the summer of 2022 and that it would not be part of his agreement. His overall performance rating was set as "succeeded".

[21] The grievor testified that his objectives in his mid-year performance review were accurate and that his role for the Treasury Board submission ended in August 2022.

[22] The grievor's year-end review of his performance management agreement rated his overall performance as "succeeded". The Treasury Board submission objective was removed because it was not required any longer.

[23] In her August 8, 2022, email, Ms. Marquis also asked the grievor to take on the responsibilities of a colleague, Jessica Tompkins, who was a PC-04 TGI coordinator. Ms. Tompkins was to leave the employer in two weeks. Ms. Marquis asked him to spend time with Ms. Tompkins, to understand the short- and medium-term coordination work that had to be done.

[24] The grievor testified that he received that email, which informed him that he would step down from the Treasury Board submission process. He testified that he was asked to step into the TGI coordinator role because Ms. Tompkins was leaving the employer. He testified that Ms. Marquis did not tell him why he was removed from the

Treasury Board submission. He testified that when he read the email, he wondered whether he had done a bad job.

[25] The grievor testified that there was urgency because of Ms. Tompkins' departure. He felt pressured to spend as much time as possible with her before she left, to absorb as much as possible and to make sure that nothing bad happened and that there were no mistakes. He also testified that to his knowledge, Ms. Tompkins' role was never filled.

[26] The grievor testified that in the fall of 2022 all his duties were related to the TGI. Ms. Marquis testified that the grievor was assigned some of the tasks that had been assigned to Ms. Tompkins but that the two positions did not have the same work objectives. In cross-examination, she was asked whether she was concerned that the grievor was over classified for the function he was performing. Ms. Marquis testified that Ms. Tompkins did not have a background in geology so she could not provide advice in that area. The grievor provided advice in geology and geoscience which Ms. Tompkins did not do. She explained that the advice that he provided was PC-05 level work.

[27] She was also asked in cross-examination why she did not hire a PC-05 for the TGI duties since the grievor was performing some of Ms. Tompkins duties. She testified that not all the TGI functions were performed by the grievor and that she did not think that TGI needed an employee at the PC-05 level.

[28] The grievor explained that part of the TGI coordinator role was to review invoices and cross-reference with what was planned and to follow up, to ensure that the money was spent as outlined. He explained that he would question discrepancies from labs, for example if the lab did not analyze as many or more samples than had been planned.

[29] TGI coordination was done out of two offices: the Québec, Québec, office and the Ottawa, Ontario, office, which were managed separately. Ms. Marquis testified that she was responsible for the Ottawa office. She testified that she was not involved in staffing or managing the Québec office.

[30] In late September 2022, a colleague of the grievor, who worked in the Québec office, advised him that she was leaving the acting manager role for the TGI. He

testified that she was not replaced and that both he and his colleague, Eric Potter, research manager, in the Geological Survey of Canada, both inherited her work.

[31] In late November 2022, a staff announcement was made about the Minerals Programs Branch. At that point, financial tracking, which was one of the grievor's work objectives, was moved to the Mineral Programs Branch.

[32] On February 9, 2023, Ms. Marquis informed the grievor that his employment term would end on March 31, 2023. She testified that, although Treasury Board's *Directive on Term Employment* states that the employer shall provide term employees with one month's written notice if their employment period is to end before the original end date, he was provided seven weeks' notice. She indicated that she wanted to advise him as soon as possible and that she had made no promises that he would be employed past the end of his term.

[33] The grievor prepared a weekly update in late February 2023 that stated that Bakary Koné would start attending the weekly TGI coordination meeting, so that he could become familiar with the TGI and prepare for the project handoff after March 31, 2023.

[34] An email sent in early March 2023 announced that Mr. Koné would take on some of the grievor's TGI cost centres. Mr. Koné had joined the Geological Survey of Canada, Land and Minerals Sector, Québec, in September 2022. He was hired into a PC-04, head, geoinformation services, position through a selection process that closed in January 2022, in the Québec regional office. He reported to Réjean Couture, a manager in that office. Ms. Marquis testified that she was not part of the selection process for Mr. Koné's position because it was in the employer's Québec division.

[35] The grievor testified that he believed Mr. Koné did not have financial delegation training, which he stated was required to do the job. According to him, the cost centres contain all the information on the work done in the TGI and that these are also required to do the job. He testified that he suspected that he was being replaced by a PC-04.

[36] Ms. Marquis explained that in March 2023, she informed the staff of the CMGD program's official launch. It was funded to \$84 million over four years. It related to the

Minerals Programs Branch creation announcement because it was a precursor to how the TGI and the CMGD would be governed.

[37] On March 31, 2023, the grievor's last day of work, a presentation was made to the staff working for Ms. Marquis about the CMGD program and the TGI. It had a slide explaining the functional structure, which showed a project leader position. The incumbent was not identified, and the group and level were identified as PC-04, along with the phrase "joint TGI & CMGD".

[38] The grievor testified that he was embarrassed and humiliated after the presentation. He explained that he had been working on the TGI and the CMGD program, and in his opinion, the slide indicated that he was being replaced by a PC-04. In cross-examination, he testified that he did not know whether anyone was ever appointed to the PC-04 position referred to in the presentation.

[39] Ms. Marquis explained that the slide was likely from an older presentation. She explained that Mr. Potter organized the presentation, and that the PC-04 position was not discussed with her. She testified that the PC-04 "joint TGI & CMGD" position was not the grievor's job, that the PC-04 job in the presentation used to be Ms. Tompkins' job, and that she did not have anyone in mind in terms of staffing the position.

[40] Ms. Marquis testified that no selection process was launched for the position.

[41] The grievor's term ended on March 31, 2023.

[42] The grievor testified that he was shocked when he received the letter advising him that his term was ending early. He met with Mr. Potter who told him that he should apply for the PC-04 positions that were advertised by the employer.

[43] Ms. Marquis was shown a document that was an extract from the Treasury Board submission. It explained the positions used to conduct the CMGD program. She explained that when the submission was written, her team was not sure what level the positions would be, but that they prepared a notional budget that used an average of position levels. No PC-05s were funded in the CMGD program. She testified that there was no opportunity to staff a PC-05 position.

[44] Ms. Marquis was shown organization structure documents of the employer's Central Canada division from February, March, and May 2023. Three program

coordinators were shown in the February document, and only one PC-05 position appeared in the May document because an employee had qualified in a pool and was appointed to an indeterminate position. The position was later reclassified SE-REM-02, and no PC-05 positions remained after the reclassification. The employee who was in the PC-05 position was appointed to the SE-REM-02 position because they met the requirements.

[45] She also testified that after the grievor's term ended, both she and a SE-REM-02 took on the TGI coordination work. Ms. Marquis testified that the Minerals Program Branch was responsible for CMGD governance.

[46] Ms. Marquis testified that the grievor's position was abolished in July 2023 with an effective date of April 17, 2023, and that no other PC-04s or PC-05s were hired to replace him.

[47] In the grievor's view, his coordination function and other duties related to the CMGD program work were done by other employees, classified PC and EC, after his term ended.

[48] Ms. Dobson testified that she represented the grievor, gathered information about the end of his contract, and helped him with the grievance process.

[49] Ms. Dobson followed up with Ms. Marquis with concerns about the grievor's end of term, specifically these:

- the way he was terminated;
- the cause for the termination;
- the notice period provided for the termination; and
- the job duties that he was assigned before he was terminated.

[50] Ms. Dobson indicated that she wanted to try to resolve those concerns without resorting to the formal grievance process and offered times to meet, to discuss them.

[51] Ms. Marquis explained the following to Ms. Dobson:

- the grievor was terminated from a term position;
- his position was to be abolished, and no other position in her division would be staffed in the short, medium, or long term;
- his position was not required — it was a permanent work stoppage at that level;
- his position was not bilingual;

- new hiring in the employer's Central Canada division would take place but mostly for research scientists classified RES; and
- he was not laid off. His term was ended early, and no promise was made to him about another position.

[52] Ms. Dobson found the answers unclear. Specifically, it was unclear whether it was a work stoppage for the work classified at the grievor's group and level or a complete work stoppage. From conversations with the grievor and a bargaining agent representative who worked in the workplace, she had reason to believe that the grievor's work would continue but that it would be performed by new or existing staff.

[53] Ms. Dobson testified that a few times, Ms. Marquis suggested that the grievor's work was classified at a higher level than it had to be and that some of the work could have been done by employees classified at a lower level. She pointed me to the March 31, 2023, presentation and the information in it that the project leader would be a PC-04.

[54] Ms. Marquis testified that Sarina Cotroneo was hired as an EC-06 science policy advisor in mid-April 2024. The grievor claimed that he did the same work that she performed. She was hired over a year after his last day of work. He claimed that he would have done the work that she performed had his term not ended early. He testified that it would have made sense for him to do that work because he acquired the knowledge to do it in the TGI, and he could have applied it to the CMGD program. In his opinion, it would have been better had he done it than someone starting new and not knowing the process. Ms. Marquis testified that Ms. Cotroneo did not perform coordination duties in 2023 and 2024.

[55] Ms. Marquis testified that as of January 2025, Mr. Koné was not working on the TGI due to a lack of work.

[56] The employer argues that the Board has the jurisdiction to determine the reason that the grievor's term was ended early. It cites *Chouinard v. Deputy Head (Department of National Defence)*, 2010 PSLRB 133; and *Teti v. Treasury Board (Department of Human Resources and Skills Development)*, 2013 PSLRB 112.

[57] The employer argues that the grievor's term was ended because there was a lack of work. He had three main work objectives: financial tracking, the Treasury Board submission, and the TGI coordination. It argues that the Treasury Board submission

work ran out in August 2022 and that the financial tracking work was transferred to the new Minerals Programs Branch.

[58] The employer also argues that no other PC-05s were hired after the grievor's term was ended.

[59] The grievor was hired on a term contract from July 4, 2022, to June 28, 2024. He was advised in writing, when he began his employment, that his term could be ended early and then was advised that it would end early, in accordance with the employer's policy.

[60] The employer argues that for the grievance to be allowed, the grievor must demonstrate that the decision to end the term contract early was done in bad faith (disguised discipline) and cites *Keuleman v. Canada Revenue Agency*, 2006 PSLRB 40.

[61] The employer contends that the grievor failed to demonstrate that its decision to end the term early was done in bad faith. It cites *Churcher v. Treasury Board (Department of National Defence)*, 2009 PSLRB 83 at para. 123, *Dhaliwal v. Treasury Board (Solicitor General Canada - Correctional Service)*, 2004 PSSRB 109, and *Rousseau v. Deputy Head (Correctional Service of Canada)*, 2009 PSLRB 91, all which state that good faith is presumed, and that bad faith must be proven.

[62] The employer argues that the grievor provided no evidence of a link between the decision to end his term early and the incidents that he alleges are related to bad faith. He had to present more than his belief. It cites *Tudor Price v. Deputy Head (Department of Agriculture and Agri-Food)*, 2013 PSLRB 57 at paras. 47 and 48, which states that a grievor must offer more than perceptions and assumptions to establish bad faith.

[63] The grievor argues that the Board should conclude that the decision to end his term early was made in bad faith. He contends that the employer's reason for ending his term is not true. According to him, there was TGI coordination and CMGD program work for him to do. He argues that the employer's decision to end his term early was bad faith.

[64] He argues that the employer raised issues that are not central to this decision.

[65] First, the fact that the PC-05 position was abolished is not determinative. The focus should be on who is doing the work of the PC-05 position.

[66] Second, the fact that the PC-04 position was not filled is an effective rebuttal if the employer didn't hire someone else to fill the position. He argues that the employer did hire someone to fill the position, Ms. Cotroneo in the EC-06 position. The grievor argues that there is nothing documented about the PC-04, which is indicative of not getting the full picture of who was performing the duties. He argues that the employer assigned EC-06 duties one month after his term was ended early, but the employer did not provide any information about the origin of the position. The grievor argues that this is an indication of bad faith.

[67] Third, related to the second point, the grievor submits that I should focus on who was performing the grievor's tasks after his term was ended early. He argues that Ms. Cotroneo, who occupied the EC-06 position, performed his tasks after his term ended early.

[68] Fourth, the grievor argues that I should draw an adverse inference because the employer didn't put questions about the CMGD program to the grievor in cross-examination nor did it call Mr. Potter as a witness to testify about the grievor's work being performed by a PC-04.

[69] The grievor stresses three points.

[70] First, the duties that the grievor performed at the end of his term were coordination for the TGI and CMGD programs.

[71] Second, those duties continued to be performed after his term was ended early. Some of the TGI duties were transferred to the Québec region and some were performed by Mr. Potter and Ms. Marquis. The grievor argues that cost centre training was a central part of the CMGD function, and that the employer treated the TGI team as a joint TGI and CMGD team. The grievor testified that the joint team made sense. The grievor also argued that the employer added another employee to the team, Ms. Cotroneo, who was the EC-06. The grievor argues that while the employer has not conceded that she is on the team, she is listed on the TGI team and, in his view, performing his duties after his term ended.

[72] Finally, he argues that the employer's stated reasons for ending the grievor's term early, that the duties were no longer needed and because of the reorganization, do not reflect reality because the duties needed to be performed. He argues that that is bad faith.

[73] The grievor argues that there are three ways for term contracts to end: non-renewal and early end of term and lay-off. The grievor cites *Tipple v. Deputy Head (Department of Public Works and Government Services)*, 2010 PSLRB 83. He contends that *Tipple* was about a lay-off. The decision discusses the issue of lack of work and discontinuance of a function and that a lay-off is defined in the *Public Service Employment Act* (S.C. 2003, c. 22, ss. 12, 13). The grievor argues that there are similarities between this case and *Tipple*.

[74] In *Tipple*, the grievor's term was for 36 months but it was ended after 11 months. The employer abolished the position and six months later it created a new position. The adjudicator assessed the claims that there was a reorganization and found it to be contrived. The grievor argued that the motive for ending his term was weak, not attending a meeting in London, England, and that there wasn't a smoking gun.

[75] The grievor argues that the key in *Tipple* is that there was sufficient work for Mr. Tipple to perform and that the employer should have hired more people.

[76] The grievor cites *Stringer v. Treasury Board (Department of National Defence) and Deputy Head (Department of National Defence)*, 2011 PSLRB 33, and *Keuleman*. He argues that in both decisions the grievances were denied by the Board because the employer didn't mislead the grievors and there was not any more work for the grievors to perform. While the facts in both cases are different from this case, the standard is not perfection. He argues that there was work available for him to perform. There was a new program and a large amount of money. The grievor was performing some of the functions.

[77] The grievor argues the explanations provided by Ms. Marquis are not credible. The grievor argues that when the work for the Treasury Board submission ended, he was asked to perform Ms. Tompkins' TGI duties. He argues that Ms. Marquis' explanation concerning the TGI duties that he performed is not credible. He asks that I draw an adverse inference because there are two versions of the facts. He cites

---

*Dahliwal v. Treasury Board (Solicitor General Canada - Correctional Service)*, 2004 PSSRB 109 at para 78, as to how to determine good faith versus bad faith.

[78] He also argues that Ms. Marquis' explanation that the employer did not replace the grievor with a PC-04 is not credible. He was told by Mr. Potter that a PC-04 would replace him. The employer did not call Mr. Potter as a witness to refute this information therefore I should draw an adverse inference.

[79] He argues that the CMGD program is a massive program and that there was one email announcing the creation of the branch. He argues that there is a lack of evidence in terms of how the CMGD program and TGI duties changed. He argues that the lack of evidence is the same as in *Tipple*.

[80] I find that the employer demonstrated that the grievor's term was ended early because his work had diminished. Ms. Marquis testified that his work on the Treasury Board submission ended in August 2022, which he confirmed in his testimony.

[81] The grievor raised issues concerning Ms. Marquis' credibility. The test to assess credibility is set out in *Faryna v. Chorny*, [1952] 2 D.L.R. 354 (BCCA). I find that Ms. Marquis was credible. Her testimony aligned with the totality of the evidence that was presented to the Board.

[82] Ms. Marquis testified that the financial tracking work was transferred to the Minerals Programs Branch. The grievor did not contest it. He testified that in the fall of 2022, all his duties were related to the TGI.

[83] The grievor contends that he could have done the TGI coordination work after his term was ended early. Both he and Ms. Marquis testified that he took on Ms. Tompkins' duties, who was a PC-04, when she left in August 2022.

[84] The parties do not dispute that TGI coordination work was being performed at the employer. The issue is whether that work was at the grievor's group and level or, put another way, involved duties related to his job. I do not believe that it was his work to perform.

[85] The evidence demonstrated that the grievor assumed part of Ms. Tompkins' TGI coordination role in August 2022 and that a colleague in the Québec office began working on TGI coordination in the spring of 2023. Both were classified at the PC-04

group and level. Ms. Marquis testified that the TGI coordination duties that the grievor performed were not the same as Ms. Tompkins' duties. He provided advice in geology and geoscience. Ms. Tompkins did not. She explained that the advice that he provided was PC-05 level work. Ms. Marquis testified that the PC-05 work ran out and that no one else was hired or brought in at the PC-05 group and level to perform that work.

[86] The grievor argues that he could have performed the work that his colleagues at the PC-04 level performed or that employees classified in other groups and levels performed. Specifically, he points to the EC-06 work that Ms. Cotroneo was hired to perform a year after his term ended. The fact that employees in those other classifications performed duties that were like the grievor's while he was employed and after his term ended does not demonstrate that **his** work continued.

[87] I find that the employer demonstrated that the grievor's term was ended early because of a lack of work.

**B. The missed Treasury Board submission meeting was not a factor in the decision to end the grievor's term early**

[88] The grievor testified that in July 2022, his relationship with Ms. Marquis was cold. They have different dispositions, and from his perspective, she appeared to enjoy confrontation and conflict.

[89] He believed that there were very lofty expectations for him to live up to and that from his perspective, it appeared that he was expected to step into an executive position. He testified that he felt that significant pressure was put on him. In cross-examination, he agreed that he did not receive anything in writing concerning high expectations, other than the work objectives that appeared in the performance agreement.

[90] He provided an example of one of his first meetings with Ms. Marquis. He had not yet received his work laptop, so he used his personal desktop computer to connect to virtual meetings. He was not able to blur his background, and in a meeting, Ms. Marquis made a remark about seeing children's toys in the background. He explained that he was not able to blur his background, but he felt that the incident tarnished his reputation with her. He felt that he was not good enough, and that sentiment persisted the entire time he worked for the employer.

[91] On August 8, 2022, the grievor missed the daily Treasury Board submission meeting that morning. He chose to go into the office that day and did not have a laptop, so he planned to join the meeting using a desktop computer. He arrived at 8:30 a.m., and the meeting started at 9:30 a.m. He testified that when he turned the desktop computer on, it took approximately two hours to load updates, and he missed the meeting.

[92] Ms. Marquis emailed the grievor at 9:48 a.m. She noted that he was not at the meeting and asked him to let her know that he was ok. He responded at 9:52 a.m. He apologized for missing the meeting and explained that it was one of his first days in the office and that the desktop computer would not turn on and was very slow because it was installing updates, so he was unable to join the meeting. He also believed that the desktop computer did not have Microsoft Teams installed.

[93] Ms. Marquis and the grievor had a meeting later that day. She summarized the meeting in an email to him that included five points. Four of those points are relevant to this decision, as follows:

- Meeting attendance: if the grievor was unable to attend a meeting, then she would have appreciated being advised in advance. Virtual meetings in Microsoft Teams have a phone number to connect using a computer.
- The TGI: she wanted him to be the TGI coordinator because Ms. Tompkins was to leave in two weeks.
- The Treasury Board submission process: most likely, he would have had to step down from it because the next phase was about to be entered.
- The weekly summary update: she asked for a brief update every Friday afternoon.

[94] The grievor testified that he believed that she was upset with him because of her reaction, facial expression, and tone. He felt that he was in a precarious situation. He was aware that he was on probation, and he was worried about his employment being terminated because he missed the meeting on August 8.

[95] He testified that he felt like his relationship with her changed after the missed meeting because she asked him to prepare a weekly summary, and she put it in his work calendar. From his perspective, it was a way for her to check up on him.

[96] The grievor testified that his relationship with Ms. Marquis was cold until the day his employment ended. He did not enjoy it. He testified that he fulfilled all his

duties and that he was polite but that he did not want to interact with her outside the work environment.

[97] In cross-examination, Ms. Marquis testified that her relationship with the grievor was very cordial. She testified that she was not aware of any mistakes that he made. In cross-examination she was asked whether she conveyed her displeasure with people in meetings with her tone and facial expressions. She appeared to be surprised by the question, and she stated that she was not familiar with it.

[98] The employer argues that there is no evidence that the missed meeting led to the grievor's term ending early. It points to his positive performance management agreements and Ms. Marquis's testimony.

[99] The grievor argues that the missed meeting was one of the reasons that his term was ended early.

[100] I find that the missed meeting was not a reason that the grievor's term was ended early. Ms. Marquis testified that it did not impact the decision to end it early. Her testimony was credible and consistent with the evidence before me. The grievor was not disciplined for the incident, and there is no evidence that she was upset with him. His performance agreements do not refer to the incident, and she testified that he did not have any performance-related issues. Both his mid-year and year-end performance management agreements rated his overall performance as "succeeded".

**C. The double-booking incident was not a factor in the decision to end the grievor's term early**

[101] The grievor explained that he believed that a double-booking incident that took place in January 2023, also led to the early end of his term.

[102] Ms. Marquis attended a conference in Vancouver, British Columbia, in early January 2023, and she was booked to co-chair two meetings at the same time. One meeting was the geological survey federal, provincial, and territorial meeting, and the other was with the industry advisory group. The meetings were in two different locations.

[103] Guy Buller, a member of Ms. Marquis' team, was the coordination and planning officer responsible for booking her meetings and organizing the logistics. She did not realize until the day of the meetings that she was double-booked. She testified that she

decided to attend the industry advisory group meeting, but it was cancelled, so she attended the federal, provincial, and territorial meeting instead.

[104] The grievor testified that his impression was that she was upset about cancelling the meeting with the industry advisory group because it showed that the Geological Survey of Canada was disorganized. He testified that she took much pride in the Geological Survey of Canada and that her image was tied to it. He believed that cancelling the meeting tarnished her reputation.

[105] The grievor testified that he met with Ms. Marquis after the meeting and that she told him that she was upset. Mr. Buller had been responsible for organizing it, but it was the grievor's responsibility to manage Mr. Buller and his workload. He testified that Ms. Marquis held him responsible for the double-booking incident. He testified that she wanted to keep him on a tight leash and that she wanted more information from their weekly meetings. She wanted to see all working tools used to follow the progress of work because things were falling by the wayside.

[106] Ms. Marquis testified that she had to attend two meetings at the same time in two different locations and that she decided to go to one and to cancel the other. She testified that she is often double-booked and sometimes triple-booked and that Mr. Buller is responsible for booking her meetings. She stated that she discovered that she was double-booked through him. In cross-examination, she testified that the double-booking incident had nothing to do with ending the grievor's term early, that the double-booking was not a great consternation, and that the issue was managed with Mr. Buller.

[107] The grievor testified that in a subsequent weekly summary email, he provided Ms. Marquis with an update on key meetings and engagements. He indicated that he met with Mr. Buller, that they discussed his tasks, and that the grievor offered to become more involved. He also indicated that he would make more of an effort to meet with Mr. Buller regularly in the future and to be kept in the loop of all the engagement that Mr. Buller did moving forward.

[108] The grievor explained that he provided Ms. Marquis with the update, to try to quell her concerns. She testified that the grievor did not raise the specific double-booking incident in the summary email.

[109] The grievor testified that after the double-booking incident, he believed that Ms. Marquis asked for more details in the weekly summaries, to stay on him. He felt like he was “on thin ice” and that he had to regain her trust. He testified that he feared repercussions and that he was worried about being rejected on probation, so he wanted to be thorough. She testified that she asked for additional information because the end of the fiscal year was coming, and she was preparing for a possible audit by the auditor general.

[110] In cross-examination, the grievor testified that besides his impression of the email, in which he indicated that he had followed up with Mr. Buller, no other information documented any concerns that his job was at risk. He also testified that he did not ask Ms. Marquis why the detail was required. He indicated that it was mentioned during the meeting about the double-booking and that she requested more information moving forward.

[111] The grievor testified that he was shocked when he received the letter advising him that his term would end early. He thought that he would be demoted to a PC-04 position. He testified that the early end took him by surprise.

[112] He asked Ms. Marquis why his term was to end early. She told him that it was a future governance decision by the Geological Survey of Canada. He also asked whether his term ending early had anything to do with the double-booking incident. She gave him the same answer. He did not ask for clarification as to why the Treasury Board submission work was removed from his objectives.

[113] He testified that he felt that the reason that his term ended early was not genuine. He believed that Ms. Marquis showed a lack of remorse when she gave him the letter advising him that his term had ended early. There was a lack of empathy. She did not propose something to fall back on. His bargaining agent representative asked whether there was another position that he could apply for, and Ms. Marquis indicated that there were none. He indicated that he would have been receptive to any job.

[114] I find that the double-booking incident was not a reason that the grievor’s term was ended early. Ms. Marquis testified that it was not a consideration in deciding to end it early. Again, her testimony was credible and consistent with the evidence before me, including the absence of discipline and the satisfactory performance management agreements which make no reference to the incident.

**D. The grievor was not induced to accept the term position**

[115] The grievor worked for an engineering consulting firm for approximately four years before he started working for the employer. He testified that his career goal was to be a geologist with the Geological Survey of Canada, specifically the employer's Critical Minerals program. He testified that he knew how important the work was, and he considered it generational because of the federal government's 2022 budget. He testified that it was part of a \$3.8 billion program and that the CMGD program initiative received \$80 million. He knew that the Critical Minerals program was important and thought that it would likely continue in the future.

[116] The employer posted two subdivision-head positions, and he applied for both. He qualified for the PC-05 position and was placed in a pool, but he was not appointed.

[117] He spoke with Ms. Marquis in the winter of 2022 about employment opportunities, and she mentioned the possibility of a PC-04 position. He was told that she could not make any promises about the job but that he might be offered it, pending a security clearance check and a second-language assessment. He completed both and contacted Ms. Marquis for an update. She advised him that the position had been staffed with a candidate who had already been working for the employer.

[118] The grievor asked Ms. Marquis whether there were any other employment opportunities with the employer. He was referred twice to speak with its representatives. The first discussion did not lead to a job offer. The second one led to an informal discussion with Paula McLeod, program manager, Geological Survey of Canada and Mr. Potter, about an upcoming opportunity in the Critical Minerals program in a position classified at the PC-05 group and level.

[119] The grievor testified that there was a large amount of excitement during the discussion. From his perspective, the employer was eager to hire someone immediately. He indicated that Ms. McLeod told him that most of his tasks would involve coordination.

[120] The grievor testified that Ms. McLeod explained the advantages of working in the public service: benefits and work-life balance. He testified that a two-year term was mentioned to him but also that the benefits were the same as for an indeterminate position, and there was a pension. He would have the same advantages as an

indeterminate employee, but he would be on a fixed two-year term, and it was highly likely that he would become an indeterminate employee after two years or that his term would be renewed once it expired.

[121] The grievor testified that during his informal meeting with the employer, the wording in his offer letter about his term ending early was described to him as being low risk. He indicated that during the discussion, there was a sense of urgency that the work had to be completed, and that excitement was in the air. He felt that the risk of his term ending early was low.

[122] He testified that he would not have taken the job had he known that it would be a nine-month term because it would not have been long enough, and with only seven weeks' notice, he would have understood that it would lead to an employment lapse which would have been a concern.

[123] The grievor testified in cross-examination that he had nothing in writing that suggested that he might be employed longer than the end of his term. He also testified that he would not have accepted the term position had he known that it would have been for nine months.

[124] Ms. Dobson testified that she believed that the employer induced the grievor to work for it. He had been employed in the private sector. The grievor testified that he was told that he would be hired on a two-year term contract but not to worry because most such situations lead to indeterminate employment, there are many career advancement opportunities, salary increases are guaranteed, and the employment conditions in the public service offer advantages that are interesting and competitive and that are not reflected by the salary amount.

[125] In cross-examination, Ms. Dobson testified that there was no documentary evidence of inducing the grievor to work for the employer.

[126] The grievor found other employment, and I was shown pay stubs from January 1 to July 31, 2024, which covered the period to the end of his term.

[127] The employer argues that the grievor was not induced to accept the term position. His letter of offer stated that he was hired for a specified period and that his term could end early.

[128] The grievor argues that he was induced to accept the term position and because he was induced to leave a full-time job in the private sector to accept a term position with it, I should draw an adverse inference about the employer's good faith. He argues that as a result, he is entitled to damages.

[129] I find that the grievor was not induced to accept the term position to work for the employer. He was hired for a specified period from July 4, 2022, to June 28, 2024.

[130] The grievor testified that he assessed the risk of his term ending early as low because of the excitement during his discussion with the employer about the job and because of his impression that it was highly likely that he would become an indeterminate employee after two years or that his term would be renewed once it expired. That is his belief.

[131] The evidence demonstrated that the grievor actively looked for work with the employer because he contacted it several times about employment opportunities. He was advised that the available employment opportunity was a two-year term. The first paragraph of the offer letter states that clearly, as follows:

...  
*... I am pleased to offer you a full time specified period of appointment from July 4, 2022 to June 28, 2024 to the position noted in the attached appendix. Nothing in this letter should be construed as an indeterminate appointment, nor should you anticipate continuing employment in the public service as a result of this offer. Your services may be required for a shorter period depending upon the availability of work and the continuance of the duties to be performed.*  
...

[132] Even were I to accept that the grievor was informed verbally that he would become an indeterminate employee after two years or that his term would be renewed once it expired, which I do not accept, he signed the offer letter for a two-year period.

**E. The deletion of the grievor's email account does not demonstrate bad faith**

[133] I met with the parties at a prehearing conference to discuss preliminary issues before the hearing began. The grievor raised the issue that the employer had deleted his email account after the end of his term and he contended that it was possible that some arguably relevant documents, that may have been helpful to support his case,

were deleted. At the hearing, the grievor raised the issue again. I asked the grievor whether there were any specific documents he wanted to rely on that were deleted, and he indicated that it was difficult to answer the question because he did not know what had been deleted.

[134] Ms. Bradford, who has worked for the employer since 2022, testified about the employer's information management policies. She explained that it has an *Information Management and Technology Directive on Employee Departures* ("the directive"). The directive provides a high-level process for its employees about their information-management responsibilities when they leave. It applies to all electronic information stored on the employer's drives and in its email accounts.

[135] All employees are subject to the directive, including consultants, casuals, temporary help, students, and contractors. She explained that it outlines that employees are required to manage their information before they leave, to ensure that their information, including email, is captured in repositories.

[136] The directive is posted on the employer's intranet and in the federal government repository called "GCDocs". Anyone with an employer account has access to it.

[137] She testified that the grievor submitted a ticket for his departure. All his work equipment had to be returned to the information technology service desk. She explained that he had access to his email account until his departure. After that point, an employee's network access is disabled. The process of disabling an employee's account starts quickly, within a day. The employee is not able to access the network. Their email and Microsoft 365 accesses are disabled first, and after an unspecified time, their account is deleted.

[138] She was asked about litigation hold, which is a formal instruction that is sent within an organization to preserve and not destroy or modify certain documents and information that may be relevant to a pending or anticipated legal proceeding. She indicated that it does not normally apply to grievances.

[139] She testified that in the context of a grievance, it would be up to the employee to save any documents and emails that they believe are relevant.

[140] Ms. Marquis testified that she did not have a role in the deletion of the grievor's email account.

[141] Ms. Dobson testified that she did not recall whether she was aware that the employer had a policy about employee departures and email accounts being deleted when she represented the grievor; nor did she recall whether a representative of the employer's labour relations group advised her that the grievor's email account would be deleted because he was leaving. She testified that she might have advised him about protecting his information had she been aware of the directive.

[142] The employer argues that the grievor was not treated differently than any employee who was subject to the directive. The directive advises employees to manage their information before they leave the employer. The employer argues that he was advised that his term was ending early seven weeks in advance. The grievor had access to his email and he also contacted his bargaining agent about filing a grievance during that period.

[143] The grievor argues that I should draw an adverse inference about the employer's good faith because the employer deleted his email account after his employment ended and he filed his grievance. He argues that as a result, he is entitled to damages.

[144] The grievor argues that when the employer deleted his email account after his term was ended early, it was done in bad faith because the employer did not inform the bargaining agent that his account had been deleted until a few days before the hearing. He argues that the Board should make a declaration that the employer's directive was bad faith conduct because the emails in his account were related to a grievance.

[145] The grievor argues that once a grievance is filed there should be a litigation hold, and the employer should not delete documents because it prejudices the case of complainants and grievors.

[146] I find that the deletion of the grievor's email account took place after his term had ended. He had access to his account for about seven weeks after becoming aware that his term would be ending. The deletion of his email account was done in due course, it was consistent with the employer's directive, and it was not directed to be done by his manager. There is no evidence that the employer acted in bad faith. I also

find that it is not helpful to my determination as to whether ending the grievor's term early was bad faith.

#### **IV. Determination**

[147] The grievor did not demonstrate any bad faith in the employer's decision to end his term early.

[148] The grievor testified to his belief as to what occurred. To prove that there was bad faith, he had to provide more than his belief.

[149] At the hearing, the grievor requested compensable damages for the following:

- lost salary;
- vacation entitlement;
- employee benefits;
- inducement; and
- interest.

[150] The grievor made detailed submissions about the damages that he sought and the reasons for them. Since I have found that the employer's decision to end his term early was not made in bad faith, I will not grant the requested damages.

[151] The grievor also alleged that the employer exercised its management rights unreasonably. There was no evidence before me, nor did the parties make any arguments about management rights for me to conclude that the decision was an unreasonable exercise of the employer's management rights under the collective agreement.

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

*(The Order appears on the next page)*

**V. Order**

[153] The grievance is denied.

September 10, 2025.

**Brian Russell,  
a panel of the Federal Public Sector  
Labour Relations and Employment Board**