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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

GHYSLAIN MICHAUD AND JONATHAN CÔTÉ

Grievors

and

TREASURY BOARD (Correctional Service of Canada)

Employer

Indexed as
Michaud v. Treasury Board (Correctional Service of Canada)

In the matter of individual grievances referred to adjudication

Before: Renaud Paquet, a panel of the Federal Public Sector Labour Relations and

Employment Board

For the Grievors: Christophe Haaby, Union of Canadian Correctional Officers -

Syndicat des agents correctionnels du Canada - CSN

For the Employer: David Perron, Treasury Board of Canada Secretariat

Decided on the basis of written submissions, filed April 25, May 15 and 23, and June 21, 2025. [FPSLREB Translation]

I. Individual grievances referred to adjudication

- [1] When the facts related to the grievances took place, Ghyslain Michaud and Jonathan Côté ("the grievors") were correctional officers at the CX-01 group and level. They were both to be assigned to the Federal Training Centre (FTC) in Laval, Quebec. However, for several months in 2012 and 2013, they were assigned to the Leclerc Institution, which is also in Laval, Quebec, just under a kilometre from the FTC. At that time, the employer was in the process of converting the FTC into a multi-level-security institution.
- [2] On May 15, 2019, each grievor filed an individual grievance, claiming amounts that they alleged they were entitled to under the National Joint Council's (NJC) *Travel Directive* and *Relocation Directive*. It is unnecessary to explain in greater detail the grievances' contents and requested corrective measures. In fact, the only issue before me for the moment is an objection by the employer that the grievances are untimely.
- [3] The Treasury Board of Canada ("the employer") and the Union of Canadian Correctional Officers Syndicat des agents correctionnels du Canada CSN ("the bargaining agent") concluded the applicable collective agreement, which expired on May 31, 2010 ("the collective agreement").
- [4] At the first two levels of the grievance process, the employer replied that the grievances were untimely, even though it also took care to reject them on the merits. Clause 20.10 of the collective agreement stipulates that a grievance must be filed within 25 days of when an employee becomes aware of the circumstances that give rise to it.
- [5] At the final level, the NJC Executive Committee also rejected the grievances on the basis that they had been filed late. Finally, when they were referred to adjudication in March 2021, the employer again raised the fact that they had been filed outside the time limit set out in the collective agreement and objected to the referral to adjudication.
- [6] The parties requested that the Federal Public Sector Labour Relations and Employment Board ("the Board") first address the time limit issue on the basis of written submissions. The Board accepted the parties' joint suggestion.
- [7] After analyzing the parties' arguments and the case law, I decided to dismiss the employer's objection.

II. The grievance process

- [8] To facilitate the understanding of the parties' submitted facts and arguments, it is appropriate from the start to cite certain collective agreement provisions on the grievance process and certain provisions of the NJC's grievance process.
- [9] The relevant collective agreement provisions read as follows:

20.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC By-Laws.

20.01 En cas de fausse interprétation ou d'application injustifiée présumée découlant des ententes conclues par le Conseil national mixte (CNM) de la fonction publique au sujet de clauses qui peuvent figurer dans une convention collective et que les parties à la présente convention ont ratifiées, la procédure de règlement des griefs sera appliquée conformément à l'article 15 des règlements du CNM.

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20.11 A grievance may be presented at the first (1st) level of the procedure in the manner prescribed in clause 20.07 no later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

20.12 The Employer shall normally reply to an individual or group grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the grievor, the grievance may be referred to the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.

[...]

20.11 Au premier (1er) palier de la procédure, un grief de la manière prescrite au paragraphe 20.07 peut être présenté, au plus tard le vingtcinquième (25e) jour qui suit la date à laquelle il est notifié, oralement ou par écrit, ou prend connaissance, pour la première fois, de l'action ou des circonstances donnant lieu au grief.

20.12 L'Employeur répond normalement au grief individuel ou collectif, à tous les paliers de la procédure de règlement des griefs sauf au dernier, dans les dix (10) jours qui suivent la date de présentation du grief audit palier. Si la décision ou le règlement du grief ne donne pas satisfaction à l'auteur du grief, le grief peut être présenté au palier suivant de la procédure dans les dix (10) jours qui suivent la date à laquelle il reçoit la décision ou le règlement par écrit.

** **

20.13 If the Employer does not reply within the time prescribed in clause 20.12 from the date that a grievance is presented at any level, except the final level, the grievor may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

20.14 The Employer shall normally reply to a grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

[...]

20.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate, the Union representative.

20.17 Les délais stipulés dans la présente procédure peuvent être prolongés d'un commun accord entre l'Employeur et l'auteur du grief et, s'il y a lieu, le représentant du Syndicat.

20.13 À défaut d'une réponse de

sauf au dernier, l'auteur du grief peut, dans les dix (10) jours qui

suivant de la procédure de

20.14 L'Employeur répond

qui suivent la date de la

normalement au grief au dernier

palier de la procédure de règlement

des griefs dans les trente (30) jours

présentation du grief à ce palier.

règlement des griefs.

l'Employeur dans le délai prescrit au

paragraphe 20.12, à tous les paliers

suivent, présenter un grief au palier

[...]

- [10] The relevant NJC grievance process provisions read as follows:
 - 15.1.5 The following are the levels in the grievance procedure:
 - (a) first level representative of the Employer authorized to deal with grievances at the first level;
 - (b) second level Departmental Liaison Officer/Agency Liaison Officer (DLO/ALO);
 - (c) final level Executive Committee.
 - 15.1.6 An aggrieved employee, or group of employees, shall submit the grievance to the first level of the procedure, in the manner prescribed in subsection 15.1.7, not later than the 25th working day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstance giving rise to the grievance.
 - 15.1.7 The aggrieved employee shall transmit the grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:
 - (a) forward the grievance to the Employer Representative authorized to deal with grievances at the appropriate level; and

- (b) provide the employee with a copy of the grievance stating the date on which it was received.
- 15.1.8 Subject to subsection 15.1.19 the Employer shall reply to an employee's grievance within 10 working days after the date the grievance is heard at the first level. Where such reply is not satisfactory to the employee, or no first level hearing occurred within the prescribed timelines, the employee may transmit the grievance through the employee's immediate supervisor or local officer-in-charge, to the next level within 10 working days after that reply has been conveyed to the employee in writing. If the Employer has not replied in writing to the aggrieved employee, the employee may transmit the grievance, through the employee's immediate supervisor or local officer-in-charge, to the next level within 10 working days after the last day by which the Employer was required to reply to the grievance.
- 15.1.9 The DLO/ALO shall, within 15 working days from the date on which the grievance is heard at the second level, reply in writing to the employee's grievance.
- 15.1.10 Where the DLO/ALO's reply is not satisfactory to the employee, the DLO/ALO has not replied, or no second level hearing occurred within the prescribed timelines, the employee may, within the next 10 working days, present the grievance to the final level through the employee's immediate supervisor or local officer-incharge. The DLO/ALO shall be responsible for bringing the grievance to the attention of the Executive Committee through the General Secretary.
- 15.1.11 Once the grievance has been transmitted to the General Secretary, departments/agencies will be notified in writing by the General Secretary, or his/her designate, that the DLO/ALO has 10 working days from the date of receipt of the grievance at the final level to produce a second level reply should the department have failed to do so in accordance with subsection 15.1.9.
- 15.1.12 Should the Department be unable to produce a second level reply within the timeline prescribed in subsection 15.1.11, the Department/Agency may ask the General Secretary, or his/her designate, for a reasonable extension. Should neither a second level reply nor a reasonable request for extension be received within these 10 working days, the grievance will be scheduled for a hearing without a second level reply.
- 15.1.13 Should either party wish to submit an objection, including an objection to timeliness or jurisdiction, such objection must be received within 30 working days from the date that the grievance was received by the General Secretary at the final level.
- 15.1.14 An objection to timeliness may be raised at the final level only if the grievance was rejected at the level at which the time limit was not met and at all subsequent levels of the grievance process for that reason.

. . .

III. The facts, as the parties submitted them

[11] For one grievor, the temporary assignment at the Leclerc Institution began on January 30, 2012, and ended on February 11, 2013. The other grievor's temporary assignment there began on February 13, 2012, and ended on February 23, 2013. The parties' dispute is about the amounts that the grievors would have been entitled to during those assignments, according to the NJC's directives.

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[12] The grievances were filed on May 15, 2019. They include, among other things, the following statement:

[Translation]

. . .

The employer has never resolved my claim on this subject, despite the fact that several discussions have taken place since the events, to arrive at a payment. Finally, the employer emailed the Union on May 25, 2018, and asserted that it would break off the discussions until a grievance was filed. Thus, I am filing a grievance within 25 working days of the employer's notice.

. . .

- [13] The employer's first-level replies are dated July 31, 2019. One grievor received their reply on August 6, 2019, and the other on August 13, 2019. I would like to point out that on June 20, 2019, the bargaining agent granted the employer an extension of time until July 31, 2019, for its first-level reply to the grievances. In its replies, the employer stated that the grievances were filed after the 25-day time limit and that the case "[translation] dates back several years already".
- [14] On August 15, 2019, the bargaining agent referred the grievances to the second level. The employer acknowledged receiving the referral notices at the second level on August 19, 2019.
- [15] On October 2, 2019, the bargaining agent referred the grievances to the third level; that is, in this case, to the NJC's Executive Committee.
- [16] On October 8, 2019, the employer's departmental liaison officer sent the NJC, without further explanation, what she called "[translation] the relevant documentation" for the grievances. It included the grievances, the first-level replies, and the grievance transmittal forms to the second and third levels.

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- [17] On April 13, 2020, about six months after the bargaining agent transmitted the grievances to the final level, Laura Stanford, Senior Advisor to NJC Committees, wrote to the bargaining agent. She informed it that she still had not received the employer's second-level reply but that the employer had raised an objection in its first-level reply, stating that the grievances were filed after the time limit. She then asked the bargaining agent to provide its position on the employer's objection by no later than May 8, 2020.
- [18] On April 14, 2020, the bargaining agent replied to Ms. Stanford, asking her if the employer had raised a timeliness objection at the final level. It also added that if the employer did not reply to the grievances at the second level, therefore, it could not have raised an objection at that same second level. On April 17, 2020, Ms. Stanford replied to the bargaining agent, stating that the employer had not raised a timeliness objection at the final level. She added that even though the NJC had not received the employer's second-level reply, she could not assume what that reply contained. She also reiterated her request that the bargaining agent present its arguments on the employer's first-level position with respect to the failure to respect the time limit for filing the grievances.
- [19] On April 20, 2020, the bargaining agent wrote to Ms. Stanford, stating that according to the NJC By-Laws, it was up to the employer to raise an objection and that it had not done so. According to the bargaining agent, it was not up to the NJC to raise an objection but, rather, the employer. The NJC had to "[translation] remain neutral and impartial". On the same day, Ms. Stanford replied to the bargaining agent, stating that it was right and that it was up to the employer to raise an objection. She added that although the objection had been raised at the first level, it had not been raised at the next level. On May 5, 2020, the bargaining agent replied to Ms. Stanford, stating that it would not reply to the objection at that stage but that it would if the employer raised the timeliness objection before the hearing.
- [20] On September 3, 2020, the employer issued its second-level reply to the grievances in which it rejected them on the basis that they had been filed after the 25-day time limit set out in the collective agreement. Note that the employer's second-level reply was issued about 11 months after the bargaining agent transmitted the grievances to the third level and more than a year after it would have presented them at the second level.

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- [21] On March 5, 2021, the NJC's general secretary informed the employer that the NJC's Executive Committee met on February 3, 2021, and reviewed the grievances, to "[translation] address the timeliness issue". He then wrote the following: "[translation] The Executive Committee considered the circumstances and arguments about these grievances' timeliness. The Executive Committee agreed that the grievances are untimely. Thus, they are denied."
- [22] On March 8, 2021, Aaron McDonald, an NJC administrative officer, sent the NJC's decision to the bargaining agent. On March 9, 2021, the bargaining agent wrote to Mr. McDonald, expressing surprise at such a reply from the NJC, given that the employer did not raise a formal objection at the final level. He then referred to subsection 15.1.14 of the NJC By-Laws and his email exchanges with Ms. Stanford in April 2020. He added that he saw serious flaws in terms of procedural fairness. On March 12, 2021, Sean Ross, the NJC's general secretary, replied that the Executive Committee had "[translation] ... reviewed the grievances directly to clarify the timeliness issue". Apparently, the committee then noted that the grievances were filed after the 25-day time limit to file one had expired. According to Mr. Ross, the committee found that on May 25, 2018, the employer had notified the grievors that it was breaking off discussions with them and that they did not file grievances until a year later.
- [23] The bargaining agent referred the grievances to adjudication on March 29, 2021. On April 12, 2021, the Board formally notified the employer. On May 10, 2021, the employer raised its objection under s. 95 of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; "the *Regulations*"), arguing that the grievances were not filed within the time limit set out in the collective agreement.

IV. Summary of the parties' arguments

A. For the employer

- [24] The grievances were filed outside the time limit set out in the collective agreement. The circumstances that gave rise to them date from 2012, and they were filed on May 15, 2019, which was seven years later. Therefore, the Board should deny them, for lack of jurisdiction.
- [25] The grievors claim that ongoing discussions took place about the issue that gave rise to the grievances. However, such discussions do not suspend the time limit for filing grievances unless the parties have agreed to suspend it.

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- [26] The employer does not agree with the opinion of the NJC's Ms. Stanford, which was that it did not raise its timeliness objection with the NJC. It recalls that the NJC's grievance process is distinct from the one that applies to other grievances. When the grievances in question were transmitted to the final level, the employer disclosed to the NJC all the documents relevant to the files, including the first-level replies, which included its objection that the grievances were filed late. It argues that by sharing those documents, it then communicated to the NJC its objection that the grievances were filed late.
- [27] Therefore, the employer expressed its objection to the failure to respect the time limit at each level of the NJC's grievance process, in addition to doing so before the Board after the grievances were referred to adjudication, thus satisfying the requirements of ss. 63 and 95 of the *Regulations*.
- [28] The employer acknowledges that its reply at the second level of the grievance process was late. However, this issue is not relevant to deciding the grievances' inadmissibility, as the employer complied with the *Regulations*' requirements.
- [29] To support its arguments, the employer referred me to the following decisions: *Wyborn v. Parks Canada Agency*, 2001 PSSRB 113; *Tuplin v. Canada Revenue Agency*, 2021 FPSLREB 29; *Salain v. Canada Revenue Agency*, 2010 PSLRB 117; and *Szmidt v. Treasury Board (Correctional Service of Canada)*, 2010 PSLRB 114.

B. For the grievors

- [30] The grievors acknowledge the delay filing the grievances. However, the employer could not raise a timeliness objection. Therefore, its objection should be dismissed.
- [31] The employer did not comply with the rules set out in subsections 15.1.13 and 15.1.14 of the NJC By-Laws. It had to raise its timeliness objection within 30 days of the grievances' referrals to the NJC. It did not. In addition, it did not reply to the grievances at the second level within the time limit. Its lack of reply amounted to a rejection of the grievances, not to mention the issue of not respecting the time limits.
- [32] Therefore, the employer could not raise at adjudication an objection about not respecting the time limit, since it did not do so at all the levels of the grievance process. It did not respect the obligations that the *Regulations* impose on it.

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- [33] Finally, the NJC violated its own rule at the final level by rejecting the grievances outright on the basis of not respecting the time limit, even though the employer never raised such an objection with it.
- [34] To support their arguments, the grievors referred me to the following decisions: Pannu v. Treasury Board (Correctional Service of Canada), 2020 FPSLREB 4; Lafrance v. Treasury Board (Statistics Canada), 2006 PSLRB 56; Sidhu v. Treasury Board (Correctional Service of Canada), 2007 PSLRB 76; McWilliams v. Treasury Board (Correctional Service of Canada), 2007 PSLRB 58; LeFebvre v. Treasury Board (Correctional Service of Canada), 2020 FPSLREB 87; and Canada (Attorney General) v. Confédération des syndicats nationaux, 2014 SCC 49.

V. Reasons

A. Were the grievances filed after the time limit expired that is set out in the collective agreement?

- [35] There is no doubt that these grievances were filed outside the 25-day time limit set out in the collective agreement and the time limit in the NJC's grievance process. The grievances refer to a situation that dates from 2012 and 2013, and they were filed on May 15, 2019.
- [36] In their grievances, the grievors wrote that they were filed within 25 working days after the employer would have notified the bargaining agent by email that it was breaking off the discussions about the events that gave rise to the grievances. However, the email, according to what is written in the grievances, apparently was sent to the bargaining agent on May 25, 2018. There seems to be an error in the dates mentioned in the grievances, as more than 11 months passed between May 25, 2018, and May 15, 2019.
- [37] To clarify that issue, the Board's registry asked the bargaining agent to provide a copy of the email that it allegedly received on May 25, 2018. After it carried out some research, it replied that it was not able to find the email in question.
- [38] Nevertheless, the fact that the parties continued their discussions on the issues that gave rise to the grievances did not automatically postpone the date on which the 25-day time limit began to run. Nothing in what the parties submitted to me suggests that they had an agreement to suspend the time limit for filing grievances. In the absence of one, the 25-day time limit began in 2013 and not in 2018 or 2019. The

Board also ruled on that issue in *Tuplin*, in which it wrote the following at paragraph 49:

[49] Ongoing discussions between a bargaining agent and the employer do not suspend the time limit unless the parties have agreed to suspend it. Clause 18.01 of the collective agreement sets out a formal process for giving notice to facilitate informal discussions. The bargaining agent agreed that it did not engage that clause.

- [39] In this case, the collective agreement's wording is not the same as that in *Tuplin*. However, its clause 20.17 states that the time limits may be extended by mutual agreement, which was not done in this case.
- [40] In light of all that, I conclude that the grievances were filed well after the 25-day time limit expired that is set out in the collective agreement.

B. Did the employer meet the obligations that ss. 63 and 95 of the *Regulations* impose on it?

- [41] Sections 63 and 95 of the *Regulations* read as follows:
 - 63 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.

63 Le grief ne peut être rejeté pour non-respect du délai de présentation à un palier inférieur que s'il a été rejeté au palier inférieur pour cette raison.

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[...]

95 (1) A party may, no later than 30 days after being provided with a copy of the notice of the reference to adjudication,

. . .

- (a) raise an objection on the grounds that the time limit prescribed in this Part or provided for in a collective agreement for the presentation of a grievance at a level of the grievance process has not been met; or
- (b) raise an objection on the grounds that the time limit prescribed in this Part or provided for in a collective agreement for the

- **95 (1)** Toute partie peut, au plus tard trente jours après avoir reçu copie de l'avis de renvoi du grief à l'arbitrage :
- a) soulever une objection au motif que le délai prévu par la présente partie ou par une convention collective pour la présentation d'un grief à un palier de la procédure applicable au grief n'a pas été respecté;
- **b)** soulever une objection au motif que le délai prévu par la présente partie ou par une convention

reference to adjudication has not been met.

collective pour le renvoi du grief à l'arbitrage n'a pas été respecté.

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...]

- [42] In this case, those two sections required the employer to raise its timeliness objection at the first, second, and third levels of the grievance process, in addition to within 30 days after the referral to adjudication.
- [43] Subsections 15.1.13 and 15.1.14 of the NJC's grievance process that applies in this case restate those same principles. Specifically, subsection 15.1.13 states that a timeliness objection **must** be received within 30 business days of the date on which the grievance was transmitted to the NJC.
- [44] What did the employer do to meet those different obligations?
- [45] In its first-level reply, clearly, the employer rejected the grievances on the timeliness basis. Then, in the 30 days after the referral to adjudication, it notified the Board that it opposed the grievances' referrals on the timeliness basis. Therefore, at both steps, the employer met its obligations.
- [46] However, the situation is different with respect to the employer rejecting the grievances at the second level based on timeliness. It also differs with respect to what happened at the final level; that is, at the NJC level. In fact, for the reasons that follow, I conclude that the employer failed its obligation to report the timeliness issue at those two levels.
- [47] Certainly, the employer rejected the grievances at the second level on the basis that they had been filed late. However, according to the time limits set by the grievance process that applies to this case, the employer should normally have replied to the grievances in September 2019, but it did so only a year later, on September 3, 2020. But its one-year late reply amounts to it having rejected the grievances without providing reasons; that is, without raising the time limit issue. In that sense, the reply dated September 3, 2020, is null and void (on that point, see *LeFebvre*, at para. 40; and *Pannu*, at para. 46). In addition, even if the context differed, in *Canada v. Employee No. 1*, 2007 FCA 152, the Federal Court of Appeal stated the following at paragraph 8:

[8] This formal demand went unanswered and, following numerous interlocutory proceedings, which need not be elaborated on, Mr. Justice Beaudry of the Federal Court ruled that the formal demand dated August 20, 1999, was to be treated as a third-level

grievance and that the failure to respond to it was equivalent to its dismissal by the Director of CSIS....

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- [48] Even if I were unaware that the employer did not respect the grievance process at the second level by replying one year late and therefore did not raise the time limit issue, I would still have rejected its objection based on what happened at the third level.
- [49] First, subsection 15.1.13 of the NJC's grievance process states that a timeliness objection "... must be received within 30 working days from the date that the grievance was received by the General Secretary at the final level." However, the employer did not explicitly raise its objection with the NJC, and it should have. It was content to transmit, without explanation, the documentation relevant to the grievances, including the first-level replies and the grievances' transmittal forms at the second and third levels.
- [50] Then, the NJC too wanted to raise a timeliness objection. Doing so was certainly not its role. It asked the bargaining agent to provide its position on the objection, which it decided not to do, on the basis that the employer had not raised an objection with the NJC. And on April 17, 2020, an NJC officer replied to the bargaining agent that the employer did not raise the timeliness objection at the final level. On April 20, 2020, in response to the bargaining agent, she wrote that the bargaining agent was right and that it was up to the employer to raise an objection. Then, on May 5, 2020, the bargaining agent informed the NJC officer that it would reply to the timeliness objection if the employer raised it before the hearing.
- [51] Yet, on March 5, 2021, the NJC rejected the grievances on the basis that they were filed late. I agree with the bargaining agent that there was a "[translation] serious breach of procedural fairness". There is no doubt in my mind that in all fairness, the NJC should have given the bargaining agent the opportunity to make submissions on the time limit issue before the NJC made a decision on the issue. Moreover, the bargaining agent stated its interest in filing such arguments were the timeliness objection raised. If the NJC believed that it had done so, it should have explicitly informed the bargaining agent and offered to provide its position.
- [52] In addition, in a later correspondence to the NJC's final-level reply, the NJC's secretary general wrote that the Executive Committee had "[translation] ... reviewed the grievances directly to clarify the timeliness issue" and that the committee

reportedly found that the grievances were filed a year after the employer had broken off discussions with the grievors. Therefore, it appears that the NJC determined on its own that the grievances were untimely and on a basis that was different from what the employer raised in its first-level reply. The NJC then overstepped its role as a "[translation] third party" and substituted itself for the employer by raising an objection on the employer's behalf through a process in which procedural fairness was not respected.

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[53] I conclude that the employer did not meet the obligations that the *Regulations* impose on it and that it could not raise an objection at adjudication that the grievances are untimely. The very late second-level reply amounted to being baseless, which implies that the timeliness issue was not raised. In addition, on the facts, the employer did not raise the issue as it should have at the final level, which is that of the NJC.

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

(The Order appears on the next page)

VI. Order

- [55] The objection to the Board's jurisdiction based on timeliness is dismissed.
- [56] The Board will call the parties to a hearing, to address the grievances on their merits.

August 19, 2025.

FPSLREB Translation

Renaud Paquet, a panel of the Federal Public Sector Labour Relations and Employment Board

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