

Date: 20250926

File: 566-32-52375

Citation: 2025 FPSLREB 126

*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

SUREKHA JARUGUMALLI

Grievor

and

CANADIAN FOOD INSPECTION AGENCY

Employer

Indexed as

Jarugumalli v. Canadian Food Inspection Agency

In the matter of an individual grievance referred to adjudication

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

For the Grievor: Herself

For the Employer: Jason Bruder

Decided on the basis of written submissions,
filed June 26 and July 10, 2025.

REASONS FOR DECISION

I. Overview

[1] This decision is about whether the Federal Public Sector Labour Relations and Employment Board (“the Board”) has the jurisdiction to hear this grievance.

[2] Surekha Jarugumalli (“the grievor”) was employed with the Canadian Food Inspection Agency (CFIA) as a term employee. Her term of employment expired on September 27, 2024, and the CFIA decided not to extend her employment beyond its term. She grieved the decision not to extend her term of employment. While she was initially represented by her bargaining agent, she is no longer represented and referred the grievance to adjudication on her own.

[3] The Board does not have the jurisdiction to hear this grievance. The conclusion of a term of employment is not a “termination” that would give the Board the jurisdiction to hear this case. While the Board can have the jurisdiction to hear a grievance that the end of a term of employment breached the collective agreement, such grievances require a grievor to remain represented by their bargaining agent. Since the grievor’s bargaining agent is no longer representing her, the Board no longer has the jurisdiction to hear a grievance about an alleged violation of the collective agreement.

[4] Therefore, I must dismiss this grievance. My reasons follow.

II. Background facts to the grievance

[5] The CFIA hired the grievor as a term employee for a number of periods beginning on December 9, 2020. The last term of employment ran from April 1, 2024, until September 27, 2024. This was an extension of a previous appointment for a term of employment that ran from May 15, 2023, until March 31, 2024.

[6] On August 13, 2024, the CFIA advised the grievor verbally that it would not be extending her term of employment beyond September 27, 2024. It confirmed that decision by email dated August 15, 2024. The grievor’s employment ended at the conclusion of her term on September 27, 2024.

[7] The grievor grieved the CFIA’s refusal to extend her term of employment beyond September 27, 2024. The CFIA denied her grievance at the first and second levels of the grievance process. She referred it to the third and final level of the grievance process on December 23, 2024. The CFIA did not respond to the grievance at the final level. The grievor referred her grievance to adjudication on April 30, 2025.

[8] The grievor was represented by her bargaining agent through the final level of the grievance process. However, the bargaining agent no longer represents her in this grievance.

[9] The grievance alleges a breach of two articles in the collective agreement governing the grievor. In addition, in her submissions filed with the Board, the grievor explains that it is her position that the employer engaged in improper behaviour in 2023 and 2024 that caused her to leave the workplace on medical leave for a time and that the end of her employment was part of this pattern of improper behaviour.

III. The Board has no jurisdiction over this grievance

[10] The grievor referred this grievance to adjudication under s. 209(1)(b) of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; *FPSLRA*). In her submissions, she also argues that the Board has jurisdiction over this grievance under s. 209(1)(a) of the *FPSLRA*. Briefly, those paragraphs state that an employee may refer a grievance to adjudication if it relates to the interpretation or application of a collective agreement (s. 209(1)(a)) or disciplinary action resulting in a termination, demotion, suspension, or financial penalty (s. 209(1)(b)).

[11] Neither of those paragraphs apply to this grievance, and therefore, the Board has no jurisdiction to hear it.

[12] The grievor's grievance alleges a breach of her collective agreement; so, on its face, it could have been referred to adjudication under s. 209(1)(a) of the *FPSLRA*. However, s. 209(2) of the *FPSLRA* requires that an employee "... obtain the approval of his or her bargaining agent to represent him or her in the adjudication proceedings" before referring a grievance to the Board under it. Union representation is a "condition precedent" (see *MacDonald v. Deputy Head (Department of Public Works and Government Services)*, 2022 FPSLREB 8 at para. 61) to the Board having the power to hear a grievance under s. 209(1)(a) of the *FPSLRA*.

[13] The grievor argues that "[w]hile union support is technically required, I submit there was constructive denial of representation, as the union failed to advance my case despite collecting dues and multiple requests for fair representation." This argument does not aid the grievor. There was no constructive denial of representation — there was an actual denial of representation. The grievor also alleges that her bargaining agent breached its duty of fair representation toward her. In this grievance, the Board has no power to look behind the reasons for that denial; the fact of the denial triggers

*Federal Public Sector Labour Relations and Employment Board Act and
Federal Public Sector Labour Relations Act*

s. 209(2) of the *FPSLRA*, whether or not the bargaining agent's decision was fair. If the grievor has a complaint to make against her bargaining agent, she must do so separately.

[14] The grievor's main argument is that her grievance can be heard under s. 209(1)(b) of the *FPSLRA* as disguised disciplinary action. Unfortunately, it cannot. Paragraph 209(1)(b) applies only to certain kinds of disciplinary actions, including a "termination". When a term contract is not renewed, the employment relationship comes to a natural end, and the employer has no obligation to renew it. In such circumstances, the end of employment does not constitute a "termination" (see *Loiselle v. Treasury Board (Service Canada)*, 2021 FPSLREB 101 at para. 18), and the Board has no jurisdiction to inquire into why the employer did not extend it. As the Board stated in *The Estate of John Kielley v. Canada Revenue Agency*, 2024 FPSLREB 172 at para. 27, it "... has no jurisdiction to order the employer to extend or renew a term contract after it expires...".

[15] The grievor correctly pointed out that the Board took jurisdiction over a grievance against the end of a term of employment in *Schiller v. Canadian Food Inspection Agency*, 2023 FPSLREB 112. However, the Board's jurisdiction in that case flowed from s. 209(1)(a) of the *FPSLRA* because Ms. Shiller was represented by her bargaining agent and claimed that not renewing her term violated the collective agreement. As I stated earlier, the grievor cannot rely on s. 209(1)(a) because she is not represented by her bargaining agent.

[16] In short, I reach the same conclusion as the Board did in *Onah v. Deputy Head (Department of Employment and Social Development)*, 2019 FPSLREB 11 at para. 29, where it dismissed a grievance against the end of a term appointment as follows:

29 Consistent with the cases I have cited, I find that the grievance does not fall within s. 209(1)(c)(i) of the Act or any other part of s. 209. It is not about ... a disciplinary action resulting in termination, demotion, suspension, or financial penalty (s. 209(1)(b)). In addition, to file a grievance under s. 209(1)(a), the grievor must be represented by her bargaining agent; she is not.

IV. Compliance with the grievance process and timeliness

[17] The CFIA also objected to this grievance because the grievor referred it to adjudication before it made a final-level grievance decision. The *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; "the *Regulations*") clearly state that if no

Federal Public Sector Labour Relations and Employment Board Act and Federal Public Sector Labour Relations Act

decision at the final level of the grievance process was received, a grievor may refer their grievance to adjudication within 40 days of the expiry of the time limit for the employer to respond (s. 90(2)). A grievor is not required to sit patiently, waiting for the employer to respond to a grievance. The grievor was entitled to refer the grievance to adjudication despite the CFIA's failure to respond to it at the final level in a timely manner.

[18] The CFIA also objects to the timeliness of the grievance, stating that it needed to be filed within 35 days from the date the grievor was informed that her term would not be extended (i.e., August 13, 2024). However, the CFIA did not respond to this grievance at the final level. Sections 63 and 95(2) of the *Regulations* require an employer to object to the timeliness of a grievance at each and every level. Its failure to make a final-level decision means that it has waived its right to object to the timeliness of the grievance; see *LeFebvre v. Treasury Board (Correctional Service of Canada)*, 2020 FPSLRB 87 at paras. 32 and 38; and *Peloquin v. Treasury Board (Correctional Service of Canada)*, 2024 FPSLRB 35 at para. 43.

[19] Finally, the CFIA objects to the timeliness of the grievor's referral to adjudication. As I said earlier, s. 90 of the *Regulations* require a grievor to refer a grievance to adjudication within 40 days of receiving the final-level decision, or within 40 days of the expiry of the deadline for the final-level decision. In this case, that deadline expired on February 3, 2025, and the grievance was referred to adjudication on April 30, 2025. The CFIA is technically correct that it was referred to adjudication late. However, the Board has the jurisdiction to grant an extension of time when warranted. Had I not allowed the CFIA's objection on the first ground, I would have invited the grievor to make such an application. I would also have drawn the parties' attention to *Peloquin* where the Board granted an extension of time in similar circumstances.

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

(The Order appears on the next page)

V. Order

[21] The grievance is denied.

September 26, 2025.

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