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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

YOUNG-JUN JUNG

Complainant

and

PUBLIC SERVICE ALLIANCE OF CANADA

Respondent

Indexed as

Jung v. Public Service Alliance of Canada

In the matter of a complaint made under section 190 of the *Federal Public Sector Labour Relations Act*

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

For the Complainant: Himself

For the Respondent: Sandra Gaballa, Public Service Alliance of Canada

Decided on the basis of written submissions,
filed July 11 and 12, 2025.

REASONS FOR DECISION

I. Overview

[1] This is a duty-of-fair-representation complaint. Young-Jun Jung (“the complainant”) complains that the Public Service Alliance of Canada (PSAC) breached its duty of fair representation. PSAC responds by asking me to dismiss this complaint because it does not raise an arguable case.

[2] I have concluded that the complainant has not made out an arguable case that PSAC breached its duty of fair representation.

[3] The duty of fair representation applies only to the way in which a bargaining agent represents an employee in their relationship with their employer. The complaint is about the tone used by a local president when writing to the complainant and the way that PSAC and its component handled his complaints about that tone. The subject matter of this complaint falls outside a bargaining agent’s duty of fair representation. Therefore, I must dismiss the complaint.

II. Background to the complaint

[4] The complainant worked at Employment and Social Development Canada. He is employed in a bargaining unit represented by PSAC. PSAC is divided into several components. The complainant was in a component called the Canada Employment and Immigration Union (CEIU). Each component is further divided into several locals; the complainant was represented by CEIU Local 581.

[5] On November 19, 2024, the complainant sent an email to the CEIU Local 581 executive with some concerns about his workplace. One of his concerns was about the lunchroom facilities. He ended that email by saying that he was “... sharing this with you not for an accusation” against management, yet. He only wanted his concerns investigated by CEIU Local 581 at this stage because he was concerned about being targeted by management if it learned about his concerns. The local president of CEIU Local 581 responded on November 25, 2024. The complainant does not have any concerns about that response.

[6] Several employees had concerns about the lunchroom at this workplace. Therefore, the local president raised concerns about the lunchroom with management, specifically with the area director. On January 21, 2025, the area director sent an email

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to all employees, telling them that they could use a room on a different floor of their building for lunch. The complainant did not like this solution because walking or taking the elevator to a different floor would take away from the time he had for lunch and breaks.

[7] Later that day, the complainant started a series of Microsoft Teams messages with the local president. The complainant told the local president that he was not satisfied with going to another floor for his breaks or lunch. The local president responded as follows:

...
*... I appreciate your suggestion and feel free to let your
tl/manager [sic] or respond to the email with it as well. You can
have that voice and advocate for your team. The union does not
dictate what management should do, we flag concerns and offer
solutions and if they're collaborative they will take it and if not you
know what happens...*

[8] The complainant is upset about and objects to the phrase, "The union does not dictate what management should do ...", and he says that he never suggested that the union could dictate to management.

[9] The complainant responded to the local president a few minutes later, to say that he was disappointed with her response and that "... you don't need to get occupied with this issue from me anymore." The local president replied a few minutes later, stating this:

...
*Part of all of our responsibilities is working with one another, we
all have a voice and a role to play in obtaining a healthy work
environment. We are being supportive of your issues and are
flagging it to management. I am not sure of your expectations. You
may have misunderstand the union's role in all this, the union is
here to advocate and protect your rights as set out in the CA. We
continuously advocate for H&S of our members, and request the
employer to be proactive about issues around return to office.*

[Sic throughout]

[10] The complainant is upset about and objects to the phrase, “You may have misunderstand [sic] the union’s role in all this ...”.

[11] The complainant continued the discussion over Microsoft Teams, saying that he found the local president’s comments “very rude” and that they made him upset. He concluded by saying this: “I will not let this go”.

[12] A little over a half hour later, the complainant sent an email to the inbox of CEIU Local 581, to complain about the local president. His email asks this: “where is my money [union dues] going for” and asks that the local reconsider whether the local president is the right person to advocate for employees. The vice-president, finance, of CEIU Local 581 responded roughly a week later, to explain how union dues were spent and to state that a union local cannot force an employer to do things and that it is limited to ensuring that existing policies are enforced. The complainant responded less than a half hour later, to complain again about the local president’s use of the word “dictate” in the message that I set out earlier. There followed an exchange of emails in which the complainant and the CEIU Local 581 executive team accused each other of inappropriate language, and the executive team accused the complainant of harassment.

[13] In the meantime, on January 22, 2025, the complainant escalated his concerns about the local president to the CEIU’s Ontario Region, and the national vice-president of the Ontario Region became involved. She spoke with the complainant on January 29, who sent her a copy of his Teams messages and emails by way of a PowerPoint presentation the following day. The upshot of that conversation was that she would try to organize a three-way conversation between the complainant, the local president, and her. However, she did not end up doing so, in part due to her own health issues.

[14] A new vice-president replaced her for a two-month period while she was away on leave. That new vice-president spoke with the complainant on April 11, 2025. The complainant was frustrated with that call because (as he wrote to the new vice-president immediately afterward): “... you seemed not to understand at all the nature of my complaints and kept asking for clarity on points that were not related at all to the purpose of the meeting as far as I had understood it.” The new vice-president responded to say that they would be contacting him for a follow-up, but they never did.

[15] There are further emails between the complainant and several vice-presidents and the national president of CEIU about his concerns. Eventually, the local president declined to participate in mediation with the complainant about his concerns, and the CEIU concluded that his concerns did not raise a *prima facie* case that would warrant an investigation under the complaint process set out in PSAC regulations. It sent a letter confirming that decision on May 20, 2025.

III. Nature of the complaint

[16] The complainant made this complaint on June 5, 2025. He complains about the local president's Teams messages that I quoted earlier. He also complains that the local president did not make enough of an effort to resolve this issue with him. Finally, he complains that the CEIU and its national vice-president did not do enough to resolve his dispute with the local president or understand his concerns.

[17] As a remedy, the complainant seeks compensation for mental distress, "administrative measures" against the local president and CEIU national vice-president, and the publication of their remarks and the Federal Public Sector Labour Relations and Employment Board's ("the Board") decision to all CEIU members.

IV. Process to determine the complaint

[18] PSAC responded to the complaint by stating that it was largely untimely because most of the events complained of occurred more than 90 days before it was made and stated that it did not raise an arguable case. The complainant filed a 20-page response to those submissions, concluding that "... there is no further oral hearing required to provide a comprehensive understanding to the Board."

[19] Based on those submissions, I decided to deal with PSAC's two preliminary objections in writing. I gave both parties an opportunity to make additional submissions. Neither party filed further submissions.

V. The complaint does not raise an arguable case

[20] The arguable-case framework is well established at the Board. In an arguable-case assessment, the Board treats the facts alleged by the complainant as true and then determines whether the complainant has made out an arguable case that the bargaining agent has breached its duty of fair representation. In other words, "... the complainant's factual allegations must suggest that the respondent's decisions,

actions, or omissions could be considered arbitrary or discriminatory or as resulting from bad faith ...” (from *Gonzague v Professional Institute of the Public Service of Canada*, 2024 FPSLREB 38 at para. 61).

[21] That is the approach I applied in this case. My task in doing so by way of written submissions was made easier by the fact that almost all the complainant’s dealings with his bargaining agent were in writing and that the important phone calls that occurred were followed immediately by emails summarizing those calls.

[22] As I said in the overview to this decision, the complainant has made this complaint, alleging a breach of the duty of fair representation. However, the duty of fair representation applies only when these two conditions are met: (1) a bargaining agent is representing an employee in an issue or matter covered by a collective agreement or the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2), and (2) the representation is about an issue between the employee and their employer; see *Serediuk v Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN)*, 2023 FPSLREB 71 at para. 20, and *Carter v Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN)*, 2025 FPSLREB 31 at para. 23. This means that issues commonly referred to as “internal union affairs”, including interpersonal conflicts, are beyond the scope of a duty-of-fair-representation complaint; see *Carter*, at para. 25.

[23] This complaint is about an interpersonal conflict between the complainant and the local president and the way that the CEIU dealt with (or decided not to deal with) that interpersonal conflict. This means the subject matter of the complaint falls outside the scope of the duty of fair representation.

[24] The complainant argued that this is not a matter of internal union affairs because he was complaining about the union, stating:

...

... the filing of the complaint with the board was not solely intended to direct at a member, [the local president and national vice-president], but rather at the union as a whole for failing to fairly represent all of its members and for its negligence in responding to concerns raised by its members regarding their [the union’s] management and its lack of integrity in handling arbitration between their management and members when an issue arises.

The Complainant argues that the conflict between The Complainant and [the local president] was not treated in good faith by The Respondent....

...

[25] With respect, that is a perfect description of internal union affairs. The complainant is not complaining about the way PSAC represented him in an employment-related issue. He is complaining about the tone of the local president's correspondence with him and about the way that the CEIU dealt with his dispute with the local president.

[26] Finally, the complainant argues that PSAC has waived its right to argue that this complaint is about internal union affairs. I disagree. To explain, before filing this complaint with the Board, the complainant wrote to PSAC, which referred that email to the CEIU. The complainant's email referred to making a possible duty-of-fair-representation complaint, which the CEIU thought meant that he was asking for help making this complaint. The CEIU refused to help, pointing out that it does not help members make complaints against it. Specifically, its director of representation and labour relations wrote this:

...

I think there may be some confusion over the nature of your complaint. The union does not assist members in the filing of Duty of Fair Representation Complaints with the Federal Public Sector Labour Relations and Employment Board. You would need to file with the Board directly. These complaints are focused on matters related to representation i.e. grievances.

...

[27] The complainant argues that this email does not state that he could not make this complaint, so PSAC cannot make that argument now. I disagree. The statement, "[y]ou would need to file with the Board directly", does not constitute a waiver of PSAC's right to object to this complaint. The email simply states that the CEIU will not help the complainant make his complaint. It did not waive its right to make any defence to the complaint.

[28] Considering my conclusion that the complaint does not raise an arguable case, I do not need to address PSAC's argument that it is also untimely.

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

(The Order appears on the next page)

VI. Order

[30] The complaint is dismissed.

October 31, 2025.

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