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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

EUN JEONG (EJ) KWON

Grievor

and

**TREASURY BOARD
(Royal Canadian Mounted Police)**

Employer

Indexed as

Kwon v. Treasury Board (Royal Canadian Mounted Police)

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: Jacynthe Barbeau, Canadian Union of Public Employees

For the Employer: Maryse Allain

Decided on the basis of written submissions,
filed November 5 and 20, 2024, and June 11, July 4, 16, and 22, and August 29, 2025.

REASONS FOR DECISION

I. Individual grievance referred to adjudication before the Board

[1] This decision is about the timeliness of a grievance and an application to extend the time limit to file it.

[2] Eun Jeong (EJ) Kwon (“the grievor”) filed a grievance about the Royal Canadian Mounted Police’s (“the employer”) decision to deny transportation expense claims for her overtime shifts for the period from April 15, 2019, to July 18, 2023.

[3] The employer denied the grievance because it alleges that the grievance was filed outside the deadline set out in the grievor’s collective agreement, which is for the Law Enforcement Support and Police Operations Support (PO) group that expires on December 31, 2025 (“the collective agreement”), at the first and final levels of the employer’s grievance procedure. The parties agreed to bypass the second level.

[4] The grievor referred the grievance to adjudication on September 24, 2024. On November 5, 2024, the employer filed an objection with the Federal Public Sector Labour Relations and Employment Board (“the Board”), claiming that the grievance was filed outside the time limit provided in the collective agreement.

[5] The parties provided their submissions on the issue. I asked them to provide the Board with information about the date that the grievor filed her claims and the date that they were denied. The parties agree that the grievor’s manager had the authority to approve her claims. They also agree that she submitted claims on October 3, 2023. They do not agree on the date that her claims were denied, so I held a case management conference, to clarify this point with them. During the conference, it was evident that the parties do not agree on the process to approve claims. I gave them an opportunity to describe the approval process in writing, which they did.

[6] The grievor then requested that I exercise my authority under s. 61 of the *Federal Public Sector Labour Relations Regulations* (SOR/2005-79; “the *Regulations*”) to extend the time limit to file the grievance.

[7] Under s. 22 of the *Federal Public Sector Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365) the Board may decide any matter before it without holding

an oral hearing. The information in the parties' written submissions allows me to decide the issue without a hearing.

[8] For the reasons that follow, I allow the employer's objection, and I deny the grievor's application to extend the time limit to file her grievance.

II. Summary of the evidence

A. Chronology of events

[9] On March 21, 2019, the employer emailed the employees in the grievor's work unit, advising them that effective April 15, 2019, public-service-employee travel expenses would not be reimbursed for travelling to and from the workplace for prescheduled overtime shifts.

[10] The grievor submitted claims for mileage expenses on October 3, 2023, which covered the period from April 15, 2019, to July 18, 2023. The parties disagree about the date that the employer denied them. The grievor alleges that the employer denied her claims on November 8, 2023. It alleges that it denied them on October 13, 2023.

[11] Because there was a disagreement as to the date that the claims were denied, I asked the parties to provide all their information about that date.

[12] The employer submitted two documents. The first contains two emails. The first email is from the grievor's bargaining agent representative to her and is dated September 27, 2023, at 2:15 a.m. In it, the bargaining agent representative advised her that to file a grievance about her transportation expense claims, she had to submit them to management and have management deny them for the bargaining agent to move forward and grieve the decision.

[13] The second email is from the grievor to her management team, including her manager, and is dated September 27, 2023, at 9:39 p.m. In it, she advised them that she would submit transportation expense claims in the employer's electronic information system called "TEAM" for the period from April 15, 2019, to July 19, 2023. She stated as follows: "I will put a comment in the claims for you to please 'DENY' the claims **only for that particular period**. Please deny all my transportation expense claims that fall within that period of time when you see them" [emphasis in the original].

[14] The second document is an email from the grievor's manager to her, dated October 13, 2023. He advised her as follows: "I am still waiting for direction from NHQ, but until I receive it I have rejected your claims such that they do not bounce to another queue. Once I get direction from NHQ, we will make any adjustments necessary."

[15] The grievor submitted three documents. The first is her email exchange with her manager, dated October 15, 2023, in which she asked whether her manager had heard from Human Resources about her claims. Her manager responded on the same day, advising as follows: "I have not. But I have denied your claims for now until i [sic] receive further direction."

[16] The second document is an email from a human resources advisor to the grievor's manager and is dated October 25, 2023. In it, the advisor indicated that she received information from the employer's corporate labour relations group about that group's recommended approach to evaluate backdated transportation expense claims and that each scenario should be evaluated on a case-by-case basis, based on the information about each specific claim.

[17] The final document is an email exchange between the grievor and her manager starting on October 30 and ending on October 31, 2023. In it, she asked her manager whether he had heard from Human Resources about her claims. He responded that he hoped to meet with Human Resources later that week or in the following week.

B. Process to approve claims

[18] The parties provided explanations about how claims were approved. During the case management conference, they both confirmed that the grievor's manager had the authority under s. 32 of the *Financial Administration Act* (R.S.C., 1985, c. F-11; "the *FAA*") to approve her claims.

[19] The grievor's explanation of the process to approve claims was in essence a repeat of the chronology and an explanation as to why she believes that her grievance is timely. I have reproduced her submission as follows because I believe that it has elements helpful to determining whether the grievance is timely:

...

When I made those entries, I was and have been still consistently working extensive number of overtime shifts - often two shifts every 8-day cycle-, and since July 19, 2023, H Division OCC management has been approving all overtime mileage claims. So, I entered "Please deny this for grievance purposes." for management not to accidentally deny my other ongoing overtime mileage claims and for them deny my old ones only if they had to. I was just being nice to management because I understood it would be not easy to differentiate them from other requests as management were getting many overtime mileage expense requests from me and other OCC employees, which they must approve promptly. Keep in mind that I was adding over 300 entries for management to review and accidental approval or denial was high possibility. The primary reason why I was adding those comments to visually aid management so that I could continue to get paid for other ongoing/current overtime mileage claims without any delays and the comment does not mean that I was aware or accepting that my claims will be denied. Also, as I have good understanding how TEAM entries get processed, I knew that TEAM entry denial may not be a final answer to my requests, and I was making those for more documentation purposes, which I will explain further below:

*H Division TO04, Bryan Green denied/ rejected my TEAM mileage claim entries on Oct 13, 2023, and this may give impression that I had received official denial from management at that point, however it is not the case. To understand the context this denial, please see attached email from Bryan Green (**PDF Email 1-20231013**). In this email Bryan Green clearly explains why he must technically reject my claims. So that "they do not bounce to another queue." If the claims sit in queue for certain number of days, they automatically get escalated to next level, and Bryan Green had to take an action to prevent that from happening. He also clearly says, "Once I get directions from NHQ, we will make any adjustments necessary.", which means that this is not the official final answer to my mileage claims until he gets response from NHQ. These status changes were only temporary at that point until NHQ PSHR review was notified.*

*Since Bryan Green's email on Oct 13, 2023, I had followed up with him a couple of more times: Please see **Email 2 - 20231015** and **Email 3- 20231031** and both times Bryan indicated that he had not heard back from PSHR yet. Bryan was aware I was awaiting his final response in order to file a grievance. It was not until Nov 8, 2023 that I heard back from Bryan Green of the final decision of my overtime mileage claims and that was done in person, and I reached out to my CUPE104 union rep, Tonya Carroll on Nov 10, 2023 to start grievance process.*

...

[Emphasis added and in the original]

[Sic throughout]

[20] The employer provided these four documents:

- to change an expense claim, which indicates that it was last modified on May 7, 2025;
- to delete an expense claim, which indicates that it was last modified on May 8, 2025;
- to create a non-travel expense claim, which indicates that it was last modified on March 18, 2024; and
- to recommend or approve or reject travel requests, blanket travel authorities, or expense claims, which indicates that it was last modified on December 11, 2024.

[21] The last document that the employer submitted is helpful and states as follows:

...

Work items must be actioned as soon as possible as there is an escalation threshold. Once a threshold has been met, the work item escalates to the next in command.

- *Recommender [sic]: 7 calendar days (travel requests), 10 days (expense claims)*
- *Section 32: 7 calendar days*
- *Section 34: 10 calendar days*

...

[22] The document also outlines these options that are available for submitted claims:

- Recommend — used once the request or claim has been reviewed and confirmed that the submission is satisfactory for approval.
- Approve — used when performing a s.32 or 34 of the *FAA* approval.
- Reject — allows entering any comments or reasoning for the decision. Once a travel request is approved under s. 32, this button is no longer available.
- Additional information — allows entering any questions or comments if more information is required from the employee.
- Display/Print — generates a PDF file of the document.

III. Summary of the arguments

A. The timeliness objection

[23] The employer argues that the grievance was filed outside the time limit provided in the collective agreement. It argues that on March 21, 2019, the grievor was advised that its practice of approving travel-expense claims would not be continued,

effective April 15, 2019. According to it, she was aware of the change in practice on March 21, 2019, and should have filed a grievance then.

[24] The employer argues that the grievor was aware that her claim was denied when her manager advised her as such by email on October 13, 2023.

[25] It also argues that the grievor is a knowledgeable user of TEAM and that she explicitly requested that her claims be denied “for grievance purposes”. The employer contends that this demonstrates that she understood the process and that she was initiating a grievance strategy.

[26] The employer also argues that her claims were filed late because they were filed on October 3, 2023, and they cover the period from April 15, 2019, to July 18, 2023.

[27] The grievor argues that the employer’s argument about the claims being filed late should be rejected because there is no deadline to file a claim. She argues that her grievance was filed within the time limit provided in the collective agreement. She contends that her claims were denied during a discussion with her manager on November 8, 2023. According to her, the emails of October 13 and 15, 2023, in which her manager denied her claims, were pending a final decision from her manager once he received further direction from headquarters and Human Resources.

[28] The grievor cites *Chalmers v. Treasury Board (Department of Fisheries and Oceans)*, 2021 FPSLREB 63, and *Hall v. Treasury Board (Department of National Defence)*, 2024 FPSLREB 72, to support her argument.

[29] Alternatively, the grievor requests that I exercise my authority under s. 61(b) of the *Regulations* to extend the time limit to file the grievance.

B. Application to extend the time limit to file the grievance

1. The grievor’s position

[30] In her submissions, the grievor made an application for an extension of time to file her grievance per the *Regulations*, in the interest of fairness. However, she did not provide any information to explain why it would be in the interest of fairness to grant the application.

2. The employer's position

[31] The employer provided its position on the application for an extension of time. It argued that the application should be denied. It cited *Schenkman v. Treasury Board (Public Works and Government Services Canada)*, 2004 PSSRB 1, as the authority to determine whether I should grant the application. The five *Schenkman* criteria are as follows:

- clear, cogent, and compelling reasons for the delay;
- the length of the delay;
- the due diligence of the applicant;
- balancing the injustice to the applicant against the prejudice to the respondent if the application is granted; and
- the grievance's chance of success.

C. Clear, cogent, and compelling reasons for the delay

[32] The employer argues that the grievor did not provide clear, cogent, and compelling reasons for the delay.

[33] It argues that it was the grievor's responsibility to use the redress mechanism available to her under the collective agreement, if she felt aggrieved. It argues that the claims were submitted on October 3, 2023, for a period that began on April 15, 2019, and that ended on July 18, 2023. It argues that the earlier claims were filed 4 years late and that the later claims were filed more than 2 months after the last date of the claim period. It argues that she did not file a grievance within the 25 days following the end of the claim period or any of the earlier dates.

[34] The employer also argues that its email on March 21, 2019, provided its position on claims and that the grievor reasonably ought to have known that that was the action or circumstances that gave rise to the grievance.

[35] The employer further argues that there is no documented evidence that the grievor only recently became aware of her entitlement. She was represented by her bargaining agent throughout the relevant period, and she had access to the collective agreement.

[36] It contends that the email exchanges and the discussions about the matter that took place between September and November 2023 are not clear, cogent, and

compelling reasons for the delay and cites *Tuplin v. Canada Revenue Agency*, 2021 FPSLRB 29 at para. 56.

[37] The employer argues that there is no indication that it misled the grievor or that it prevented her from filing a grievance in a timely manner. It argues that the delay appears to be the result of her decision to submit retroactive claims years after the fact, without a compelling explanation for the delay.

[38] Finally, the employer argues that the grievor emailed it on September 27, 2023, and asked it to deny her expense claims. She referred to an earlier email from her bargaining agent representative, who explained that she had to submit her claims for the bargaining agent to file a grievance. The employer argues that it is inconsistent to argue in her submissions that she is unaware of the denial or that its denial of her claims was final.

D. Length of the delay

[39] The employer argues that the length of the delay is significant. It advised employees that claims would be denied in its March 21, 2019, email, and the grievance was filed on November 27, 2023. Alternatively, it argues that the claim was denied on October 13, 2023, and that the grievance was filed on November 27, 2023.

E. Due diligence

[40] The employer argues that the grievor did not demonstrate due diligence. It argues that it provided its employees with its interpretation of the collective agreement about expense claims in its March 21, 2019, email. It argues that the discussions between September and November 2023 about the issue did not suspend the time limit to file a grievance and that the parties did not agree to suspend the time limit.

F. Balancing the injustice to the employee against the prejudice to the employer

[41] The employer argues that the grievor presented no arguments about injustice and prejudice, so it would be improper for the Board to presume injustice and prejudice.

[42] It also argues that it has the right to finality when it makes a decision and that an extension should not be granted if the bargaining agent and the grievor neglected to make their right known. It cites *Canada (Attorney General) v. Duval*, 2019 FCA 290.

G. Chance of success

[43] The employer argues that this criterion should be given very little weight and cites *Bridglal v. Treasury Board (Department of Employment and Social Development)*, 2025 FPSLREB 99.

IV. Reasons

A. The timeliness objection

[44] The issue to decide is whether the grievance was filed within the time limit outlined in the collective agreement. To do that, I must determine when the grievor's claims were denied.

[45] To determine when her claims were denied, I must decide when she had the essential elements to file her grievance, which in this case, was when the employer denied her claims. Having the essential elements to file her grievance did not permit her to wait to discover all the evidence that could support her grievance and for it to come into her possession. The time to file her grievance began when she ought to have known the facts to file her grievance (see *Nehme v. Canada Revenue Agency*, 2023 FPSLREB 99 at paras. 29 to 32).

[46] This concept is captured in clause 15.15 of her collective agreement, which states that she could have presented a grievance "... not later than the twenty-fifth (25th) day after the date on which [she was] notified or on which [she] first [became] aware of the action or circumstances giving rise to the grievance."

[47] The parties' documents are insightful to determining when she had the essential elements to file her grievance. In the email exchange between the grievor and her bargaining agent on September 27, 2023, the bargaining agent advised her that to file a grievance concerning her transportation expense claims, she had to submit the claims to management and have management deny them for the bargaining agent to grieve the decision. She then advised the employer that she would submit transportation expense claims for the period outlined in this grievance. She stated as follows: "I will put a comment in the claims for you to please 'DENY' the claims only for that

particular period. Please deny all my transportation expense claims that fall within that period of time when you see them" [emphasis added].

[48] In describing the process for claims to be approved, the grievor indicated that she entered, "Please deny this for grievance purposes" [emphasis added]. She indicated that she did it so that management would not accidentally deny her other ongoing overtime mileage claims and for her old claims to be denied only if management "had to" [emphasis added].

[49] While I can appreciate that the grievor was waiting for the absolute certainty that her claim was denied and that the employer advised her as such, I find that she was aware generally that she had to submit her claims to the employer and that it had to deny them so that she could file her grievance.

[50] The employer did as she asked and advised her by email twice. On October 13, 2023, she was advised as follows: "I am still waiting for direction from NHQ, but until I receive it I have rejected your claims such that they do not bounce to another queue. Once I get direction from NHQ, we will make any adjustments necessary" [emphasis added].

[51] Two days later, on October 15, 2023, she was advised that her manager had not heard back from Human Resources about her claims, and it went on as follows: "... I have denied your claims for now until i [sic] receive further direction" [emphasis added]. Her manager had the authority to deny her claims, and he advised her that they were denied.

[52] I find that the grievor had the essential elements to file her grievance on October 13, 2023. Her decision to wait until November 8, 2023, to file it because she argues that her claims were "officially" denied on that date does not change the fact that she had the essential elements to file it on October 13, 2023. The status of her claims did not change during the period from October 13 to November 8, 2023; they were denied. In addition, she advised her employer to deny her claims so that she could file a grievance.

[53] Even were I to accept that she had the items essential to file her grievance on October 15, 2023, which I do not, her grievance was still filed outside the time limit set out in her collective agreement.

[54] She could have filed a grievance on October 13, 2023, and then withdrawn it had the matter been resolved to her satisfaction. The parties did not provide any information to demonstrate that they took advantage of the informal discussion provided in the collective agreement, which gives them the opportunity to discuss a matter informally and the period between the initial discussion and final response does not count as elapsed time for grievance time limits.

[55] The cases that the grievor cited can be distinguished because in both of them, the grievors provided their employers with additional information that they requested that their employers review. The grievors waited for their employers' responses after the additional information was reviewed before filing their grievances.

[56] In *Chalmers*, the grievor's parental leave request was denied on October 2, 2019. She requested that her supervisor review the decision. She followed up with him, who responded by stating that he had requested an interpretation from the Treasury Board. He also indicated, "Unless we are informed otherwise by [Labour Relations] and [the Treasury Board] our official response stands ...". The grievor was informed of the Treasury Board's interpretation on February 26, 2020, and she filed her grievance on March 12, 2020.

[57] In its reasons, the Board noted that after the employer denied the grievor's parental leave request, she applied for employment insurance (EI) benefits and received a positive answer to her application. The Board also noted that since the entitlement to the parental allowance under the collective agreement was conditional on receiving EI parental benefits, it was understandable that the grievor thought that EI's positive response might impact the employer's assessment of her situation. The Board noted that the grievor informed the employer and that she waited for its response.

[58] In *Hall*, the employer denied the grievor's accommodation request based on religious grounds with respect to its vaccination policy. On February 15, 2022, she was advised that her request was denied. On March 11, 2022, the bargaining agent provided the employer with additional information for it to consider with respect to her request to be exempted from the policy. On April 20, 2022, the employer advised her that the reconsideration request was denied.

[59] In the case before me, the grievor did not provide the employer with additional information for it to consider. She submitted a claim that she asked it to deny, which it did and confirmed that it was denied twice.

[60] The grievor's plan throughout this process was to file a grievance. She sought advice from her bargaining agent about filing it and indicated to the employer what she wanted done so she could file it. I was not presented with any evidence that the employer told her to wait to file her grievance. It was **her** plan.

[61] I conclude that the grievance is untimely.

[62] I conclude that there is no deadline provided in the collective agreement for the grievor to file her claims. Clause 15.15 addresses the time limit in which an employee may present a grievance. It does not mention the time limit in which an employee must submit a claim.

B. The extension-of-time application

[63] Requests for extensions of time are made under s. 61 of the *Regulations*, which states that the Board may grant them, in the interest of fairness. The parties often present arguments about these applications based on the *Schenkman* criteria, which are not meant to be a formulaic or applied in a mathematical fashion (see *Parker v. Deputy Head (Correctional Service of Canada)*, 2022 FPSLREB 57 at para. 30). The starting point of my analysis is the *Regulations* and the interest of fairness (see *Barbe v. Treasury Board (Correctional Service of Canada)*, 2022 FPSLREB 42 at paras. 24 and 25).

[64] The grievor has the burden in an application for extension of time to convince the Board that she acted diligently to assert her rights application. See *Dumas v. Staff of the Non-Public Funds, Canadian Forces*, 2007 PSLRB 74 para. 32; and *Brady v. Staff of the Non-Public Funds (Canadian Forces)*, 2011 PSLRB 23 para. 13. She did not meet her burden. I note that she was represented by a sophisticated bargaining agent.

[65] Without any submissions from the grievor explaining why the application for an extension of time should be granted in the interest of fairness, I dismiss it. She did not provide clear, cogent, and compelling reasons for the delay; nor did she explain the length of the delay, demonstrate due diligence, explain the balancing of the injustice to

her against the prejudice to the employer were the application granted, or explain the grievance's chance of success.

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

(The Order appears on the next page)

V. Order

- [67] The objection based on timeliness is allowed.
- [68] The application for an extension of time is dismissed.
- [69] The grievance is denied.

November 3, 2025.

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