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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

MERNA SALTER

Grievor

and

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

Employer

Indexed as

Salter v. Treasury Board (Royal Canadian Mounted Police)

In the matter of an individual grievance referred to adjudication

Before: David Olsen, a panel of the Federal Public Sector Labour Relations and
Employment Board

For the Grievor: Nasim Amiri, Public Service Alliance of Canada

For the Employer: Milica Palinic, counsel

Decided on the basis of written submissions,
filed December 2 and 12, 2024.

REASONS FOR DECISION

I. Individual grievance referred to adjudication**A. Introduction**

[1] This matter deals with an interpretation dispute over the National Joint Council's (NJC) *Relocation Directive* ("the Directive"), which forms part of the relevant collective agreement. The dispute is particularly about the interpretation of section 8.3, the 10% "Home Sale Assistance" provision ("the Home Sale Assistance"). It arose in the context of the grievor's relocation from Grand Forks, British Columbia, to North Cowichan, British Columbia, in 2019.

II. Summary of the evidence**A. Agreed statement of facts**

[2] The Royal Canadian Mounted Police (RCMP or "the employer") and the Public Service Alliance of Canada ("the bargaining agent") agree, for the purposes of this adjudication, to the following, as set out in their agreed statement of facts (ASF):

- 1) the facts in the ASF are not in dispute and are admitted as proven as if they had been established in evidence, subject to their relevance to the issues and to the panel of the Board determining their weight;
- 2) the documents attached to the ASF are admitted as proven, subject to their relevance to the issues and to the panel of the Board determining their weight; and
- 3) the documents attached to the ASF are true copies, and their originals were printed, written, signed, or executed as purported and sent and received, as the case may be, by the persons indicated in them, on or about the dates indicated.

B. Background facts

[3] Brookfield Global Relocation Services (BGRS) is a third-party provider that delivers relocation services to public service employees.

[4] Merna Salter ("the grievor") originally resided in Grand Forks. Her original home purchase price was \$150 000. In August 2018, she received a job offer. She tried to relocate. BGRS authorized her relocation file, and Casandra Vrieling ("the BGRS advisor") was assigned to the file. On August 30, 2018, Brad McPeck at West Kootenay Appraisals appraised her home at \$450 000. It spent 138 days on the market from late August to the end of December 2018, and only 4 viewings took place.

[5] In December 2018, the grievor received an offer of \$400 000 for the home. She countered with \$450 000 before receiving a final offer \$430 000. On December 17, she notified the BGRS advisor that she had sold her home. However, the buyers were unable to obtain satisfactory insurance, and the offer fell through. Because the grievor was unable to sell her home, she declined the job offer.

C. 2019 job offer and home sale

[6] In March 2019, the grievor received a verbal offer for a position at the RCMP's North Cowichan Detachment in Duncan, British Columbia. The official written offer was issued on April 9, 2019. Once her relocation was approved, she got in touch with BGRS.

[7] On April 11, 2019, Heidi Dawe (“the relocation specialist”) at the RCMP's Relocation Division emailed the grievor, confirming that her file had been successfully authorized with BGRS and informing her to review the documentation, including the Directive.

[8] On April 12, 2019, the grievor replied to the relocation specialist. She stated that she had read the entire Directive and had registered with BGRS. She added that she had already set the ball in motion for the appraiser. She also added this: “... I had an appraisal in August 2018 the appraisal should come in around that valuation.” She asked whether it was necessary to have her first planning session before listing her home.

[9] Later that day, the relocation specialist told her that she would check into whether the grievor had to have her first planning session before listing her home. The grievor responded that Ms. Vrieling, the same BGRS advisor as in 2018, called her shortly after she sent her email and stated that she could list the house.

[10] On April 15, 2019, the grievor emailed Mr. McPeck, who had appraised the property in 2018. She asked him when he might be able to conduct the appraisal during the week of April 22 to 26.

[11] On April 16, 2019, the grievor listed her home at \$479 000. According to her Home Sale Assistance “Business case”, she and her husband did their own market analysis and felt that the home would be better priced at that amount, which was

against the advice of Pete Vanjoff (“the realtor”), who was a realtor on the BGRS-approved list. The grievor hired him for the 2019 home sale.

[12] On April 17, 2019, the grievor had her first planning session with the BGRS advisor. She emailed the BGRS advisor and asked about the Home Sale Assistance provision; she provided examples of her calculations.

[13] On April 18, 2019, the BGRS advisor responded, informing her that the calculation is “Appraised value x 95%”. She stated this: “... if the selling price is below this calculation we need approval from the DNC [departmental national coordinator].”

[14] On April 19, 2019, the grievor accepted an offer on her home in the amount of \$455 000.

[15] On April 22, 2019, Mr. McPeck replied that there had been no significant changes in the single-family-home real estate market in Grand Forks since August 2018, when he appraised the grievor’s home at \$450 000. He noted that the home had been listed at \$459 000 for 138 days in late 2018 and that in April 2019, it had been listed for 5 days at \$479 000. He stated that the market was considered stable and that no market-sales data warranted changing the August 2018 estimation of \$450 000.

[16] On April 23, 2019, the grievor emailed the BGRS advisor, stating that she had booked a different appraisal company for Friday, April 26, 2019. On April 24, 2019, the BGRS advisor replied, informing her as to why BGRS required the appraisal. One of the reasons listed was to claim the Home Sale Assistance in accordance with the Directive. To the grievor’s recollection, she sought a second appraisal because the BGRS advisor told her that an independent appraisal was required. The appraisal inspection took place on April 26, 2019.

[17] On April 27, 2019, the condition from the sale offer was removed. On April 28, 2019, the grievor contacted the BGRS advisor and confirmed that the condition on her home had been lifted.

[18] On May 2, 2019, the second appraisal report was completed, valuing the home at \$500 000. Jeff Godfrey completed it; he was on BGRS’s directory of third-party service providers. The grievor received it on May 3, 2019.

[19] On May 3, 2019, the realtor provided a “Comparative Market Analysis”, which gave a recommended price of \$479 000.

[20] To the grievor’s recollection, throughout that time, neither BGRS nor the RCMP’s Relocation Division informed her directly that the 2018 appraisal could be used for the 2019 process or that to be eligible for the Home Sale Assistance, an appraisal had to be completed before she sold her home.

D. Seeking approval for the Home Sale Assistance

[21] On May 10, 2019, the grievor emailed the relocation specialist and asked to use the “Marketing Incentive” to make up some of the difference between the home’s sale price and appraised value. She stated that the BGRS advisor told her that she had to arrange it through her relocation specialist.

[22] On May 13, 2019, the relocation specialist clarified as to whether she meant home equity assistance. She explained that the Marketing Incentive is a cash bonus that is added to a home listing, to entice a buyer. The grievor responded that she was looking for home equity assistance.

[23] On May 14, 2019, the grievor emailed the BGRS advisor and asked if she should have a third appraisal done, to explain the difference between the two appraisals that she had received.

[24] On May 15, 2019, the BGRS advisor informed the grievor that she had called one of the RCMP coordinators, to ensure that they understood that the request was for Home Sale Assistance. She apologized for the confusion and stated, “... it is Home Sale Assistance you will be using if they approve of it.”

[25] On May 15, 2019, a relocation coordinator submitted the grievor’s request to the RCMP Relocation Directive Policy Centre (“the Policy Centre”). This included an “HSA Business Case” that the grievor had drafted that dealt the circumstances under which she was requesting the Home Sale Assistance.

[26] In the HSA business case, the grievor explained why she chose to accept the offer. She stated that the listing realtor felt that the offer was exceptional, especially since their house was near a river. She stated that she and her husband had only a short time to accept the offer because their realtor had advised that the buyers would

move on to another home if they did not accept it. They felt that if they lost the offer, another would not come for a long time, based on the information that they outlined and stated in the chart. She stated that she did not believe that the selling price would be over the amount requiring approval, based on the previous appraisal amounts and advice from the previous independent appraiser and realtor.

[27] On May 23, 2019, the Policy Centre provided its decision, denying the grievor's request, to her relocation specialist.

[28] On May 29, 2019, the BGRS advisor communicated to the grievor that her department had denied the Home Sale Assistance request. Two reasons were set out. The first was that the realtor based her home sale price on last year's listing price. Based on their decision, the home sold at last year's appraised value. The second reason was that the appraisal was completed after the home was sold.

[29] On May 29, 2019, the grievor contacted the relocation specialist, to have the decision reconsidered.

[30] On May 30, 2019, the relocation specialist responded, stating that the request was denied because the sale price was not lower, based on the 2018 appraisal, and the home was listed before a new appraisal was done.

[31] On June 3, 2019, the grievor emailed the BGRS advisor, asking for a confirmation in writing of what they had discussed. In part, she stated that they discussed the appraisal and how because it was 8% above the selling price, she would have required approval for the home equity assistance, and that had it been below 5%, she would not have required approval, even though the maximum amount available to her was only 4%.

[32] The BGRS advisor responded, stating that if the home loss was only 5% or less, she would not have required approval, but since it was a 9% difference, approval was required. She cited to section 8.3 of the Directive. She also reiterated that an appraisal is not necessary before a home is listed. It can be done afterward.

[33] On June 4, 2019, the relocation specialist emailed the Policy Centre and asked it to reconsider its decision.

[34] On June 10, 2019, the Policy Centre responded, stating that it maintained its decision. Nevertheless, the grievor was able to accept the job offer and successfully moved to North Cowichan on or around June 25, 2019.

E. Internal grievance proceedings, and the NJC's decision

[35] On June 4, 2019, the grievor filed a grievance stating this: "I grieve that the employer has violated my rights under the Relocation Directive of the National Joint Council." As corrective action, she requested this: "That all provisions available to me through my collective agreement and in particular the NJC Relocation Directive be afforded to me; and That I be made whole."

[36] On June 27, 2019, the first-level grievance hearing was held. Then, on July 19, 2019, the employer issued its decision, denying the Home Sale Assistance grievance.

[37] On March 11, 2020, the employer issued the its second-level response, again denying the Home Sale Assistance grievance.

[38] On July 8, 2021, the NJC provided its decision, which stated that the grievor had been within the Directive's intent with respect to Home Sale Assistance. It noted that the purpose of the Home Sale Assistance is to help an employee quickly sell their house in a difficult market. By the time the grievor received the updated appraisal, the house had already sold.

III. Summary of the arguments

A. Argument for the grievor

[39] This case concerns the grievor's entitlement to benefit from the Home Sale Assistance provided under section 8.3 of the Directive. The bargaining agent asserted that she is entitled to the reimbursement of the difference between the appraised value of her principal residence and the actual sale price, in accordance with the Directive's provisions.

1. Wrongful denial of the grievor's request for the Home Sale Assistance

[40] As outlined in paragraph 25 of the ASF, upon the completion of the home-selling process on May 15, 2019, the grievor's request for Home Sale Assistance was submitted to the Policy Centre. However, it was denied on May 23, 2019, for these reasons:

...

As per NJC RD 8.3 employees may be reimbursed the difference between the appraised value of their principal residence at origin and the actual selling price, if the latter is lower.

Seeing that the employee listed the home prior to requesting a new appraisal, and used an appraisal done on August 2018 valued at \$450,000 in which case there wouldn't have been a need for HSA, we are unable to approve this request.

In addition, if the employee had requested and received a higher appraisal prior to listing the home, and an offer was received with an amount less than 95% of the appraised value of the home, the employee would have been required to obtain approval from the DNC. In this case, we didn't have the opportunity to review and approve or decline such request.

We understand, given a past experience the employee felt pressure to sell the home in a timely manner, but she could have waited until the appraisal was done to finalize the sale.

...

[41] The Policy Centre's decision was based on an inaccurate fact and an erroneous interpretation of section 8.3 of the Directive, as will be explained in the following sections.

[42] The second paragraph of the Policy Centre's decision stated that the grievor "... used an appraisal done on [sic] August 2018 ...". However, a review of the facts reveals that neither the grievor nor the BGRS advisor, who was her point of contact for the Home Sale Assistance request, submitted or relied upon the August 2018 appraisal for the 2019 sale or for the purposes of the DNC or the Policy Centre's approval. The request form that the BGRS advisor submitted indicated an appraised value of \$500 000, which corresponded to the 2019 appraisal.

[43] If the Policy Centre, merely by virtue of having access to the grievor's records, used an outdated appraisal from a previous, unsuccessful sale attempt the year before — without her consent or approval — then its decision was based on improper grounds. That would constitute a breach of due process and would invalidate and nullify the decision.

[44] The bargaining agent also challenged the Policy Centre's statement that "... the [grievor] listed the home prior to requesting a new appraisal ...". While it is true that

the grievor listed her home before obtaining an appraisal, it was not arbitrary or done without guidance. She acted based on the BGRS advisor's consultation and approval.

[45] The BGRS advisor's approval to list the home before obtaining an appraisal extended throughout the entire process. The facts in the file show that the BGRS advisor's approval was initially given on April 12, 2019, and that it continued during the later stages of the home-selling process. For instance, emails from the BGRS advisor dated April 18 and 24, 2019, clearly indicate that she was aware that the home had been listed and that the grievor was still in the process of securing an appraisal. Eventually, in the email dated June 3, 2019, the BGRS advisor confirmed that "... it is not necessary to get an appraisal done before the home is listed. It can occur afterwards."

[46] It is important to highlight that despite the BGRS advisor's awareness of the fact that the appraisal had not yet been obtained, she did not raise the issue that the listing could not happen before securing the appraisal. It is also important to note that selling a home and relocating under the Directive is not only a complex process but also a rare occurrence in an employee's career, often happening only once. That is precisely why a third party, such as BGRS and its specialists, is appointed to help employees understand and navigate the process. Therefore, it was reasonable for the grievor to rely on the accuracy of the BGRS advisor's advice and guidance throughout the process.

[47] The bargaining agent contended that the grievor's decision to list her house before securing an appraisal was made in reasonable reliance on the BGRS advisor's expertise and guidance. Furthermore, the BGRS advisor's interpretation of section 8.3 of the Directive, specifically as to the permissibility of obtaining an appraisal after listing the house, was correct. As will be further explained, the Policy Centre's interpretation of the Directive in this matter was inaccurate.

[48] In the third paragraph of its decision, the Policy Centre presented a hypothetical scenario, in which the employee received a higher appraisal before listing the home, and an offer was made for less than 95% of the appraised value. The Policy Centre argued that in such a case, the employee would have been required to obtain its approval, and since it would not have had the opportunity to review or approve the request, it would have been denied.

[49] The bargaining agent acknowledged that according to section 8.3 of the Directive, note 2, an employee must obtain prior approval from the DNC if they intend to sell their home for less than 95% of its appraised value. However, the bargaining agent disagreed with the Policy Centre's conclusion that failing to obtain that prior approval should result in a complete denial of the request. As will be explained, even in this situation, the employee would still be eligible for partial reimbursement under the Directive.

[50] Consequently, the bargaining agent believes that by relying on inaccurate factual assumptions and misinterpreting the Directive, the employer wrongfully denied the grievor the Home Sale Assistance.

2. The grievor's submissions with respect to the interpretation of section 8.3 of the Directive

[51] As previously explained, the employer's wrongful denial of the grievor's request was based partially on the Policy Centre's misinterpretation of section 8.3 of the Directive. The bargaining agent's interpretation suggests that to be eligible for the Home Sale Assistance, an employee must meet these two conditions:

- 1) They are not required to obtain an appraisal before selling their house.
- 2) If they fail to obtain the DNC's prior approval and they wish to accept an offer of less than 95% of the appraised value (as stated in note 2 of section 8.3), it does not mean that they are deprived entirely of the Home Sale Assistance. Instead, it may result in them not being fully reimbursed for the difference between the appraised value and the actual sale amount, but they may not be completely disqualified from receiving assistance.

[52] The fundamental object in construing the terms of a collective agreement is to discover the intention of the parties who agreed to it. The first step in this process is to examine the exact wording of the agreement, without adding or removing any words or phrases. A plain reading of section 8.3 of the Directive indicates that under note 1, the parties clearly outlined their intent as to the conditions for an acceptable appraisal. Note 1 states, "The appraised value is to be determined by means of a certified appraisal as per the provisions under the IRP [Integrated Relocation Program] contract." Thus, the parties explicitly defined the sole requirement for an acceptable appraisal: it must be determined by means of a certified appraisal. No language in section 8.3 suggests that the appraisal must be obtained before listing or selling the property.

[53] That interpretation aligns with the purpose of the Home Sale Assistance, as outlined in section 8.1, which is “[t]o enhance the employee’s mobility by assisting in the disposal of a principal residence at the former place of duty.” Given that the sole stated purpose is to facilitate mobility, it is reasonable to assume that the parties did not intend to impose unnecessary additional conditions or steps in the process.

[54] However, recognizing that both parties’ interests must be respected, while there is no requirement to obtain an appraisal before a sale, the appraisal must still be conducted by a certified appraiser specified in BGRS’s directory. That ensures that the goals of the Home Sale Assistance are met while also allowing the employer to verify that the appraisal, whether it was conducted before or after the sale, is accurate and reliable.

[55] Therefore, the Policy Centre’s challenge to the grievor’s action of listing the house before securing an appraisal reflects a misinterpretation of section 8.3 of the Directive. By implying a requirement to obtain an appraisal before selling the house, the Policy Centre added a condition that does not exist in the plain language of the Directive.

[56] The bargaining agent also believes that the Policy Centre’s interpretation of note 2 of section 8.3 is inconsistent with the Directive’s purpose, the overarching principles of section 8.3, and the fundamental principles of contract interpretation.

[57] Under section 8.3 of the Directive, the parties clearly expressed their intention behind the Home Sale Assistance program by stating, “Employees may be reimbursed the difference between the appraised value of their principal residence at origin and the actual selling price, if the latter is lower.” That opening phrase 3 establishes that the fundamental purpose of the Home Sale Assistance is to reimburse employees who suffer financial harm due to work-related relocations. The broad and unconditional language that the parties used highlights the importance of protecting public servants from further financial loss while they continue to serve the public. This intention becomes even clearer when that first paragraph 3 is interpreted in conjunction with the Home Sale Assistance’s purpose, as outlined in section 8.1.

[58] After establishing the core principle and purpose of the Home Sale Assistance, the parties introduced certain conditions that could limit the availability of full reimbursement in specific situations. For example, the parties set a limit on how much

an employee can reduce the selling price, stipulating that it cannot exceed 10% of the appraised value. Additionally, under note 2, the parties outlined another condition for when the employee intends to sell their principal residence for less than 95% of the appraised value. A plain reading of section 8.3 clearly outlines both the overarching principle and the specific limitations that the parties imposed.

[59] It is a well-established principle of contract interpretation that each section of an agreement must be construed in a way that preserves the purpose and meaning of all its provisions, ensuring that no phrase is rendered redundant or without effect. Applying that principle to a comprehensive reading of section 8.3, it is clear that while an employee may reduce the selling price by up to 10% of the appraised value, prior approval is required if they intend to accept an offer for less than 95% of the appraised value. This implies that if the employee sells the property for more than 95% of the appraised value, no prior approval is necessary. As long as the other requirement — obtaining a certified appraisal — is met, the employee may be eligible for reimbursement.

[60] However, the Directive does not specify any sanction for failing to obtain the DNC's prior approval if the employee's home is sold for less than 95% of its appraised value. When the parties' intentions are not explicitly stated in an agreement, it is essential to interpret the provisions in alignment with the overarching principle while preserving the effect of all provisions as fully as possible.

[61] That said, interpreting the sanction for failing to obtain approval for sale prices of between 90% and 95% of the appraised value as a complete denial of reimbursement not only contradicts the purpose of the Home Sale Assistance (section 8.1) and the overarching principle of section 8.3 but also renders the first specific limitation meaningless — namely, the employee's ability to reduce the selling price by 10%. This would lead to an absurd outcome, which would undermine the parties' intent.

[62] It is reasonable to assume that if prior approval is not obtained for sale prices of between 90% and 95% of the appraised value, the employee would not be eligible for the full reimbursement of the difference between the sale price and the appraised value. This partial denial could serve as a sanction for failing to secure prior approval. However, the employee should still be eligible for partial reimbursement, as if they had

sold the home for 95% of the appraised value, considering that no prior approval is required within that range.

3. The grievor's submissions with respect to the grievor's eligibility for Home Sale Assistance

[63] For reasons that will be elaborated, the bargaining agent believes that the grievor is entitled to the reimbursement of the difference between the actual selling price and the appraised value under section 8.3 of the Directive. However, the bargaining agent acknowledged that her home was sold for 91% of the appraised value and that no prior DNC approval was obtained, as required by note 2 of section 8.3. That may lead to the denial of full reimbursement. Nevertheless, the grievor remains eligible for the reimbursement of the 5% difference between the selling price and the appraised value.

[64] Section 8.3 of the Directive outlines the eligibility criteria for reimbursement when there is a difference between the appraised value and the selling price of an employee's principal residence. The relevant provisions are as follows:

- 1) There must be a difference between the appraised value of the principal residence at origin and the actual selling price.
- 2) Employees may reduce the selling price by up to 10% of the appraised value.
- 3) An employee may accept a lower selling price and be reimbursed the difference between the selling price and the appraised value up to 10% of the appraised value (limited to \$15 000 and no Home Equity Assistance).
- 4) The appraised value must be determined by a certified appraisal under the provisions of the IRP contract.
- 5) If the selling price is less than 95% of the appraised value, the employee must obtain the DNC's prior approval. All such cases must be submitted by the contracted relocation service provider (CRSP) for approval.

[65] It is necessary to examine whether the grievor meets the requirements outlined as follows in section 8.3 to be eligible for the reimbursement:

- 1) There was a difference between the selling price and the appraised value of her principal residence. The appraised value was \$500 000, while the actual selling price was \$455 000.
- 2) She reduced the selling price or the listing price by 10% of the appraised value. The appraised value was \$500 000, and the listing price was \$479 000. It means that the grievor reduced the selling price by 4.2% of the appraised value.
- 3) The grievor accepted an offer of \$455 000, which was 9% lower than the appraised value.

- 4) The appraised value was determined by a certified appraisal. As stipulated in paragraph 17 of the ASF, the parties do not dispute that the appraised value was determined by a certified appraisal.
- 5) She obtained the appraisal report on May 2, 2019, and submitted her approval request to the Policy Centre on May 15, 2019, while the home had already been sold on April 27, 2019. This means that although a certified appraisal was obtained by the time the approval request was submitted, she did not secure the DNC's approval before selling the house.

[66] An examination of the eligibility criteria under section 8.3 of the Directive reveals that the grievor meets it all, except for the requirement stipulated under note 2. As a result, she is not eligible for the full reimbursement of the 9% difference between the appraised value and the actual selling price. However, she is eligible for the reimbursement of the 5% difference, as no prior approval would have been required had the house sold for more than 5% below the appraised value. A calculation sets out that had the grievor obtained prior approval, she would have been eligible for the reimbursement of the full 9% difference between the appraised value and the actual selling price, which would have amounted to \$45 000. However, since no prior approval was secured, she is no longer eligible for full reimbursement. Nonetheless, she remains eligible for the 5% difference, which does not require prior approval, amounting to \$25 000.

[67] It is beyond question that any reimbursement must be calculated while considering the limitations set out under the “*Core Fund*” in section 8.3, which caps at \$15 000. However, under the “*Customized/Personalized Funds*” provision, it is emphasized that “[a]ny amounts above \$15,000 - subject to availability of funds from the envelope and subject to CRA rules.”

4. The grievor's submissions with respect to remedy

[68] The grievor seeks compensation for the difference between the appraised value and the actual selling price of her home, as if she sold it for 95% of the appraised value, which amounts to \$25 000. Considering the reimbursement cap outlined in section 8.3 of the Directive, set at \$15 000, the grievor seeks compensation up to that maximum limit.

[69] The employer breached its obligations under the Directive, which is part of the collective agreement, by fully denying the grievor's Home Sale Assistance request, despite her eligibility for reimbursement under section 8.3 of the Directive. On this

basis, the bargaining agent respectfully requests that the grievance be allowed and that the requested compensation be awarded.

B. Submissions of the employer

1. Overview

[70] This matter is about an interpretation dispute of the Directive, which forms part of the grievor's collective agreement. The dispute arose in the context of her relocation to North Cowichan in 2019 and pertains specifically to the interpretation of the Home Sale Assistance, which provides that an employee may be reimbursed the difference between the appraised value of their principal residence at origin and the actual selling price, if the latter is lower.

[71] The Directive requires that an employee must have completed an appraisal before selling their home, to benefit from the Home Sale Assistance. Further, the Home Sale Assistance does not allow an employee to sell their home for less than 95% of the appraised value without the DNC's approval. The grievor was aware of those requirements and sold her home before completing the necessary appraisal. She did not comply with the Directive's requirements to be entitled to the financial payment under the Home Sale Assistance. However, she benefited financially from her choices and moved to North Cowichan for her new job.

2. The employer's submissions with respect to the facts

[72] The parties submitted the ASF. Particular attention must be paid to the following facts.

[73] The grievor originally purchased her home for \$150 000. She had it appraised in August 2018 at \$450 000. She was unsuccessful at selling her home after 138 days on the market. She received an offer of \$430 000, which fell through, and so she did not accept the 2018 job offer.

[74] In 2019, upon receiving a new job offer, the grievor began the relocation process. She emailed the relocation advisor, stating that she had an appraisal done in 2018 and that the next appraisal would come in at around that valuation. She was eager to put her home on the market since she lived in a small community, with limited selling opportunities.

[75] On April 17, 2019, the grievor inquired about the Home Sale Assistance from the BGRS advisor. In posing her questions, she stated this: "... if we were to go over the 95 percent then we would need approval." Before selling her home, she knew that in certain circumstances, prior approval was required.

[76] On April 18, 2019, the BGRS advisor replied, informed the grievor of the calculation, and stated, "... if the selling price is below this calculation we need approval from the DNC."

[77] On April 19, 2019, the grievor agreed to sell her home for \$455 000, subject to certain conditions. That amount was \$5000 more than the 2018 appraisal, \$25 000 more than the last offer in 2018, and \$305 000 more than the original purchase price of her home. The conditions lifted on April 27, 2019, and the agreement to sell was firm. On May 2, 2019, the second appraisal report was completed, valuing the home at \$500 000.

[78] On May 14, 2019, the grievor wrote to the BGRS advisor. She stated that she was wondering if it was possible to get a third appraisal done, to see what that valuation would be, and added the following: "... possibly it would be within the numbers so that we wouldn't need approval."

[79] In her business case analysis submitted to the Policy Centre, the grievor wrote the following:

...

12. We also did not believe the selling price would be over the amount requiring approval (>5% of the appraisal value) based on the previous appraisal amounts and advice from the previous independent appraiser and realtor, otherwise we would have asked for approval prior to accepting the offer.

...

[80] On May 27, 2019, the Policy Centre denied the grievor's claim for the Home Sale Assistance.

a. The employer's submissions with respect to the Directive

[81] The facts in this matter arose in 2019. The Directive has since been updated. The newest updates were effective as of January 1, 2021, and are not retroactive. As

such, the Directive that applies to this case is the one that came into effect on April 1, 2009.

[82] The Directive's purpose and scope are set out at section 1.2 as follows:

...

*1.2.1 It is the policy of the government that in any relocation, the aim shall be to relocate an employee in the most efficient fashion, **at the most reasonable cost to the public** while having a minimum detrimental effect on the employee and his/her family and on departmental operations.*

...

[Emphasis added]

[83] Part VIII of the Directive is titled, "Sale of Home". Its purpose is to "... enhance the employee's mobility by assisting in the disposal of a principal residence at the former place of duty."

[84] At section 8.3, the Home Sale Assistance provides for "10% Home Sale Assistance", which provides as follows:

...

Employees may be reimbursed the difference between the appraised value of their principal residence at origin and the actual selling price, if the latter is lower.

Core Fund

- *Employees can reduce the selling price by up to 10% of the appraised value.*
- *An employee can accept a lower selling price and be reimbursed the difference between the selling price and the appraised value up to 10% of the appraised value.*
- *Limited to \$15,000.*
- *No Home Equity Assistance (HEA).*

Customized/Personalized Funds

- *Any amounts above \$15,000 - subject to availability of funds from the envelope and subject to CRA rules*

...

[85] The notes that follow state this:

1. *The appraised value is to be determined by means of a certified appraisal as per the provisions under the IRP contract.*

2. *If an employee wishes to accept an offer of purchase for the principal residence at origin that is less than 95% of the appraised value of the home, the employee must **first** obtain the approval of the Departmental National Coordinator. All such cases are to be submitted by CRSP directly to the Departmental National Coordinator for approval.*

Example:

*Home appraised at \$100,000 but is listed at \$105,000. If the selling price is reduced to \$90,000 because of the 10% option, **prior approval must be obtained** from the Departmental National Coordinator because the sale price is now below 95% of the appraised value.*

[Emphasis added]

[86] In summary, the Home Sale Assistance states that an employee may be reimbursed the difference between the appraised and sale values of their principal residence by up to 10% of the appraised value. This amount is limited to \$15 000, with any amounts above that subject to the availability of funds. If an employee wishes to accept an offer for less than 95% of their home's appraised value, they must first obtain the DNC's approval.

3. The employer's arguments with respect to the issues that must be addressed in the case

[87] This case deals with the following central issues:

- 1) Does the interpretation of the Directive permit an employee to benefit from the Home Sale Assistance if they had an appraisal completed after they sold their home?
- 2) Does the Directive allow an employee to sell their home for less than 95% of the appraised value without the DNC's approval?
- 3) If so, what is the appropriate remedy?

4. The employer argument

[88] The grievor's arguments must fail. Interpretive principles lead to the conclusion that an appraisal must be completed before an employee accepts a sale offer on their home, for them to benefit from the Home Sale Assistance. Further, and in any event, the Directive is clear: for the grievor to have accepted a purchase price less than 95% of the appraised value, she had to have received the DNC's approval. She knew of this requirement and chose to proceed with the sale, expecting that her appraisal would

not fall in the amount requiring approval, and so she would not need permission to access the funds. In all, she was treated within the Directive's intent and benefited markedly from her home sale.

[89] Hearings before the Federal Public Sector Labour Relations and Employment Board ("the Board") are *de novo*. Some of the grievor's arguments related to alleged errors by the Policy Centre. The Board's role in this case is not to conduct a review of the Policy Centre's decision. Instead, it is obligated to hear the case *de novo* and make its ruling, given the facts of the situation and the Directive's wording.

[90] The Directive's interpretation, read in its entire context, and in its grammatical and ordinary sense, indicates that an appraisal is to be completed before a home is sold.

[91] The words must be read in their entire context, in their grammatical and ordinary sense, harmoniously with the scheme of a collective agreement, its object, and the parties' intention. A fundamental presumption is that the parties are assumed to have intended the words expressed in a collective agreement provision. The words in a provision must be construed in their ordinary and plain meaning, unless such an interpretation is likely to result in absurdity or would be inconsistent with the entire collective agreement. As the Directive is incorporated into the collective agreement in this case, the same interpretive principles apply.

[92] Interpreting the Directive to allow an employee to obtain an appraisal after their home is already sold would lead to an absurd result.

[93] First, the Home Sale Assistance states, "Employees can reduce the selling price by up to 10% of the appraised value." Without knowing the appraised value, the employee cannot know what a 10% reduction would amount to. The reduction is directly tied to the appraised value.

[94] Second, the Home Sale Assistance states, "An employee can accept a **lower** selling price and be reimbursed the difference between the selling price and the appraised value up to 10% of the appraised value" [emphasis added]. "Lower" is relative; one cannot accept a lower selling price without knowing what it is lower than.

[95] The grievor states that to her recollection, she sought a second appraisal because the BGRS advisor told her that an independent appraisal was required. The

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BGRS advisor articulated three reasons for it. The Relocation Division required the appraisal, so that it would know the acreage of the lot to establish funding and pay the Real Estate Commission, and to claim the Home Sale Assistance in accordance with the Directive. The claim for the Home Sale Assistance was only one reason that an appraisal was required.

[96] In all the circumstances, the BGRS advisor's agreement that the grievor could list her home before completing the appraisal was reasonable. The employer concurred with the grievor that the Home Sale Assistance allows for that. Additionally, the BGRS advisor had worked with the grievor in 2018 and knew that the grievor had been unsuccessful at selling her home then. Given where she resided, it was possible that the house would be on the market for a prolonged period once more.

[97] Considering the grievor's desire to list the home quickly, along with selling concerns, her expectation that the appraisal value would be similar, and the Directive's wording, it was reasonable for the advisor to tell her that she could list the house before obtaining a new appraisal. However, there is no evidence or allegation that the BGRS advisor advised her that she could sell her home without seeking prior approval or without completing an appraisal.

a. The Directive does not allow an employee to qualify for the Home Sale Assistance when they sell their home for less than 95% of the appraised value without the DNC's prior approval

[98] There is no dispute that the Directive requires an employee to obtain the DNC's prior approval if they sell their home for less than 95% of the appraised value, if they want to benefit from the Home Sale Assistance. By not asking for approval before selling her home for less than 95% of the appraised value, the grievor forfeited her entitlement to funds from the Home Sale Assistance.

[99] In accordance with s. 229 of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; "the Act") the Board's decision may not have the effect of requiring the amendment of a collective agreement. A benefit that has a monetary cost to the employer must be clearly and expressly granted under the collective agreement. The Directive forms part of the grievor's collective agreement, and the Home Sale Assistance is a benefit that has a monetary cost. It would provide a financial benefit to the grievor.

[100] Section 8.3 of the Directive states as follows:

...

*2. If an employee wishes to accept an offer of purchase for the principal residence at origin that is less than 95% of the appraised value of the home, the employee **must first obtain** the approval of the Departmental National Coordinator. All such cases are to be submitted by CRSP directly to the Departmental National Coordinator for approval.*

...

[Emphasis added]

[101] In addition to that note, Appendix A of the Directive provides examples of calculations, to further guide employees. Under example 2, the following is laid out: “Since the property sold for less than 95% of the appraised value, the Departmental National Coordinator **must approve the reimbursement of the financial assistance of \$15,000 from Core**” [emphasis added].

[102] Therefore, allowing access to the Core Fund without the DNC’s prior permission would have the effect of amending the Directive. The Directive requires that for Core Fund amounts, the employee must first obtain approval if they want to accept an offer for less than 95% of the appraised value of their home.

[103] So, for the grievor to have been eligible when she wanted to sell her home for \$455 000 on an appraisal of \$500 000, she first had to obtain approval to sell at that amount. The approval would have included amounts from the Core Fund. As a result, she is not eligible for the reimbursement of the 5% difference. Interpreting the Home Sale Assistance as she suggests would be incongruent with the Directive’s grammatical and ordinary sense and cannot be allowed.

[104] That interpretation is also harmonious with the interpretation that to benefit from the Home Sale Assistance, an employee must have their home appraised before accepting a selling price. This supports one of the Directive’s purposes: to relocate employees at the most reasonable cost to the public.

[105] Having an employee complete an appraisal before selling encourages them to sell their home for a price close to the appraised value, ensuring that the public bears the least cost. The 95% threshold for requiring approval also serves this purpose by ensuring that public funds are spent reasonably. The threshold prevents an employee

from selling their home as far undervalued without permission, and it encourages employees to seek a fair market price.

[106] The grievor's suggested interpretation would mean that an employee could sell their home as far undervalued and then ask the NJC — and in turn the taxpayer — to reimburse the difference. If not to cover situations such as the one in this case, the Home Sale Assistance would be rendered meaningless, which is likewise contrary to the principles of interpretation.

[107] In her business case analysis, the grievor wrote the following:

...

12. We also did not believe the selling price would be over the amount requiring approval (>5% of the appraised value) based on the previous appraisal amounts and advice from the previous independent appraiser and realtor, otherwise we would have asked for approval prior to accepting the offer.

...

[108] In the bargaining agent's written submissions, it conceded that "... the Bargaining Agent acknowledges that the home was sold for 91% of the appraised value and that no prior approval was obtained from the Departmental National Coordinator, as required by Note 2 ...". As the Directive notes, expenses incurred because of mistakes may not necessarily be reimbursed.

[109] It is understandable that the grievor may feel disappointed that she did not benefit from the Home Sale Assistance. However, the fact that a particular provision may seem unfair is not a reason for an adjudicator to ignore it if it is otherwise clear.

[110] In this case, as the Home Sale Assistance is a benefit that has a monetary cost, granting it requires a clear and express intention. The Directive is explicit: an employee requires the DNC's approval to sell their home for less than 95% of its appraised value. Interpreting the Home Sale Assistance the way the grievor suggests runs afoul of both fundamental interpretive principles and the Directive's clear wording; it would provide a benefit completely contrary to the parties' intent.

b. The grievor was treated within the Directive's intent, and she benefited financially from her choices

[111] Ultimately, the grievor was successful at selling her home quickly. According to the NJC's decision, the intent of the Home Sale Assistance is to help employees sell their homes in a difficult market. By the time the grievor's appraisal came through, the home had already been sold. The Directive's intention was met.

[112] In her business case analysis, the grievor provided the use of the 2018 home appraisal to justify accepting the offer. She argued about the impropriety of the Policy Centre using the previous year's appraisal without her consent. The Policy Centre is the DNC, which determined whether she was eligible for the Home Sale Assistance.

[113] While the BGRS advisor did not submit the 2018 appraisal in the request for the Home Sale Assistance, the grievor did, in her business case analysis. In it, she noted that the previous appraised value, in 2018, had been \$450 000. So, it was open to the Policy Centre to use her business case analysis to come to a decision. And, regardless, this hearing was a hearing *de novo*.

[114] The grievor's decisions demonstrate that she genuinely believed that it was in her best interests to list the house and accept the sale offer. In her words, she did not want to miss out on potential sales. She expected that the appraised value would be similar to the one from the year before. As has been established, she knew that if the appraisal was higher, she would require the DNC's approval.

[115] The grievor made her choices, apprised of the risk, and expected that it would not apply to her. Despite not qualifying for the Home Sale Assistance, she benefited from her choices: she was able to move to North Cowichan for the job that she wanted, and she made a significant profit on selling her home.

[116] This is not a case in which a grievor suffered financial harm or a financial loss. The grievor's alleged losses are entirely speculative. There are many hypotheticals, such as whether she would have received the Home Sale Assistance or sold her house at a different price had she made different choices. However, the Board's role is to deal with the facts as they are.

[117] In this case, the facts are that the grievor sold her home for more than she was offered in 2018 and at nearly three times its original purchase price. She made her

choices, understanding the risk, and conclusively, she garnered a financial benefit from those choices. She then requested that public funds be used so that she may further benefit from a choice that she did not make: to request the DNC's approval.

[118] Finally, although this grievance is about the Directive from 2009, the employer noted that the updated 2021 version no longer provides the Home Sale Assistance benefit. Instead, it provides a benefit only to employees who sell their homes at a loss between the original purchase price and the sale price. That change reflects the reality of the Canadian housing market, in that people who sell their homes many years after buying them often sell for an amount that far exceeds the purchase price. In turn, homeowners are immensely lucky to garner a substantial financial benefit, as the grievor did. The employer asks that this grievance be denied.

IV. Analysis

A. Issues

[119] These are the two issues in this decision:

- 1) Can an employee benefit from the Home Sale Assistance within the Directive's meaning if they have already accepted an offer for their home before an appraisal is completed?
- 2) Can an employee benefit from the Home Sale Assistance if they sell their home for less than 95% of the appraised value, without the DNC's approval?

1. Findings of fact

[120] The facts are not in dispute, as the parties entered into the ASF and agreed upon the relevant documents.

[121] For the purpose of analysis, I will set out what I consider are the essential facts relevant to resolving this dispute.

2. Background facts

[122] The grievor resided in Grand Forks. The original purchase price of her home was \$150 000.

[123] In August 2018, the grievor received a job offer that required that she relocate. Her relocation file was authorized, and her home was appraised in August 2018 at

\$450 000. The home spent 130 days on the market until the end of December 2018, and only 4 viewings were held.

[124] In December 2018, the grievor received an offer of \$400 000. She countered with \$450 000 before receiving a final offer of \$430 000. The deal fell through. She declined the job offer.

3. Relevant facts pertaining to the 2019 job offer and the house sale

[125] In April 2019, the grievor received another job offer that required that she relocate. Once her relocation was approved, she contacted BGRS.

[126] On April 11, 2019, the relocation specialist at the RCMP's Relocation Division emailed the grievor and confirmed that her file had been successfully authorized with BGRS. The grievor was informed to review the documentation, including the Directive.

[127] On April 12, 2019, the grievor replied to the relocation specialist, stating that she had read the Directive and had registered with BGRS. She also advised that she had set the ball in motion for an appraisal. She stated : "... I had an appraisal in August 2018 the appraisal should come in around that valuation." At or about that time, the BGRS advisor whom she had used in 2018 stated that she could list the house.

[128] On April 15, 2019, the grievor emailed West Kootenay Appraisals, the firm that had appraised the property in 2018, and asked it to conduct an appraisal.

[129] On April 16, 2019, the grievor listed her home for sale at \$479 000, without obtaining a new appraisal. The ASF states that the grievor and her husband did their own market analysis, believing that the home would be better priced at that amount, contrary to the realtor's advice.

[130] On April 19, the grievor accepted a conditional offer on her home in the amount of \$455 000.

[131] On April 22, West Kootenay Appraisals advised that there had been no significant change in the single-family-home real estate market since August 2018, when it had appraised the grievor's home at \$450 000, that the market was considered stable, and that no market-sales data warranted changing the August 2018 estimation.

[132] On April 23, the grievor informed the BGRS advisor that she had booked a different appraisal company for April 26, 2019. The appraisal took place on that date.

[133] On April 27, the condition for the sale was removed, and the house sale was finalized at \$455 000.

[134] On May 2, a second appraisal report was completed, valuing the home at \$500 000.

[135] In summary, the home was listed for sale on April 16, 2019, at \$479 000, without the grievor having obtained a current appraisal. On April 19, she accepted a conditional offer on her home in the amount of \$455 000.

[136] On April 22, the home was appraised at \$450 000.

[137] On April 27, the condition for the sale was removed, and the house sale was finalized at \$455 000.

[138] On May 2, after the sale was finalized, the grievor received a second appraisal report, valuing the home at \$500 000.

4. Seeking approval for the Home Sale Assistance

[139] On May 15, a relocation specialist submitted the grievor's draft business case for the Home Sale Assistance to the Policy Centre. The submission asked that a Home Sale Assistance of \$15 000 be used from the Core Fund and that the remainder, if any, be available from the Customized Personalized Fund. The total assistance would equal 5% of appraised value of \$500 000, or \$25 000.

[140] On May 23, the Policy Centre provided its decision to deny the grievor's request to her relocation specialist, which was communicated to her on May 29. The policy decision reads as follows:

...

As per NJC RD 8.3 employees may be reimbursed the difference between the appraised value of their principal residence at origin and the actual selling price, if the latter is lower.

Seeing that the employee listed the home prior to requesting a new appraisal, and used an appraisal done on August 2018 valued at \$450,000 in which case there wouldn't have been a need for HSA, we are unable to approve this request.

In addition, if the employee had requested and received a higher appraisal prior to listing the home, and an offer was received with an amount less than 95% of the appraised value of the home, the employee would have been required to obtain approval from the DNC. In this case, we didn't have the opportunity to review and approve or decline such request.

We understand, given a past experience the employee felt pressure to sell the home in a timely manner, but she could have waited until the appraisal was done to finalize the sale.

...

[141] On June 4, the grievor asked the Policy Centre to reconsider its decision.

[142] On June 10, the Policy Centre responded that it maintained its decision.

[143] On June 4, 2019, the grievor filed a grievance, claiming that the employer had violated her rights under the Directive and requesting that all provisions available to her through the collective agreement and the Directive be afforded to her.

[144] The grievance was denied at the first and second levels and came before the NJC for a decision. On July 8, 2021, it denied the grievance, as follows:

The NJC Executive Committee met on June 23, 2021 and considered the above-cited grievance in reference to the NJC Relocation Directive.

The employee is grieving that the Employer has violated their rights under the Relocation Directive of the National Joint Council.

The Executive Committee considered the report of the Relocation Committee which concluded that the grievor had been treated within the intent of the Directive with respect to Home Sale Assistance (HSA). It was noted that the purpose of the HSA is to assist the employee in quickly selling their house in a difficult market. By the time the grievor received the updated appraisal, the house had already sold.

...

[145] In accordance with the collective agreement and the Directive, all grievances related to the Directive follow a process laid out in the NJC's By-Laws. The final step in the grievance process is the NJC's Executive Committee, which made its decision based on the recommendation of its Relocation Committee. If an individual is not satisfied with a decision of the Executive Committee, they may refer it to adjudication for a hearing *de novo* under s. 209(1)(a) of the Act (see *Nowlan v. Treasury Board (Department of Foreign Affairs, Trade and Development)*, 2021 FPSLREB 34 at para. 47).

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[146] The relevant provisions of the Directive read as follows:

...

1.2 Purpose and Scope

1.2.1 It is the policy of the government that in any relocation, the aim shall be to relocate an employee in the most efficient fashion, at the most reasonable cost to the public while having a minimum detrimental effect on the employee and his/her family and on departmental operations.

...

8.3 10% Home Sale Assistance (Effective October 1, 2008)

Employees may be reimbursed the difference between the appraised value of their principal residence at origin and the actual selling price, if the latter is lower.

Core Fund

- Employees can reduce the selling price by up to 10% of the appraised value.*
- An employee can accept a lower selling price and be reimbursed the difference between the selling price and the appraised value up to 10% of the appraised value.*
- Limited to \$15,000.*
- No Home Equity Assistance (HEA).*

Customized/Personalized Funds

- Any amounts above \$15,000 - subject to availability of funds from the envelope and subject to CRA rules.*

Notes:

- 1. The appraised value is to be determined by means of a certified appraisal as per the provisions under the IRP contract.*
- 2. If an employee wishes to accept an offer of purchase for the principal residence at origin that is less than 95% of the appraised value of the home, the employee must first obtain the approval of the Departmental National Coordinator. All such cases are to be submitted by CRSP directly to the Departmental National Coordinator for approval.*

Example:

Home appraised at \$100,000 but is listed at \$105,000. If the selling price is reduced to \$90,000 because of the 10% option, prior approval must be obtained from the Departmental National Coordinator because the sale price is now below 95% of the appraised value.

...

[Emphasis in the original]

[147] The bargaining agent claimed that the grievor is entitled to the reimbursement of the difference between the appraised value and the actual sale price, in accordance with the Directive.

[148] It referred to the Policy Centre's decision, which states that the grievor listed the home before requesting a new appraisal and that she used an appraisal done in August 2018 and valued at \$450 000, in which case there would not have been the need for the Home Sale Assistance. It argued that the decision was based on an inaccurate fact.

[149] The bargaining agent also challenged the Policy Centre's statement that the grievor listed the home before requesting a new appraisal. It argued that while it is true that she did so, it was not arbitrary or done without guidance. It added that the BGRS advisor approved listing the home before obtaining an appraisal.

[150] The bargaining agent acknowledged that an employee must obtain the DNC's prior approval if they intend to sell their home for less than 95% of its appraised value. However, it disagreed with the Policy Centre's conclusion that failing to obtain that approval should mean denying the request completely.

[151] Consequently, the bargaining agent believes that by relying on inaccurate factual assumptions and misinterpreting the Directive, the employer wrongfully denied the grievor the Home Sale Assistance.

[152] The employer argued that the grievor used the 2018 home appraisal to justify accepting the offer in the business case analysis that she sent the DRC.

[153] The employer argued that the Directive requires that an employee must have completed an appraisal before the home sells but only if it sells at less than 95% of the appraised value, without the DNC's approval. It argued that the grievor was aware of these requirements, that she sold her home before completing the necessary appraisal, and that she did not comply with the Directive's requirement to be entitled to the financial payments under the Home Sale Assistance. It also referred to the Policy Centre's decision that had the grievor requested and received a higher appraisal before listing the home, and had an offer been received for an amount of less than 95% of the appraised value of the home, then the grievor would have been required to obtain the DNC's approval.

[154] The employer argued that the Directive's purpose and scope is set out in section 1.2, which states in part that the federal government's policy is that in any relocation, the aim shall be to relocate an employee in the most efficient fashion at the most reasonable cost to the public while having a minimum detrimental effect on the employee, their family, and departmental operations.

[155] It argued that the Directive's interpretation read in its entire context and its grammatical and ordinary sense indicates that an appraisal is to be completed before a home is sold.

[156] The employer concurred with the grievor that the Home Sale Assistance allows for listing a home before an appraisal is completed, as the BGRS advisor agreed. However, there is no evidence or allegation that the BGRS advisor advised her that she could sell her home without seeking prior approval or without having completed an appraisal. In my view the argument that the grievor relied upon the advice of the BGRS advisor during the entire process is simply not borne out by the facts. The advice based on the agreed statement of fact was that she could list her home for sale prior to obtaining an appraisal not that she could list her home and enter into a binding and final agreement to sell her home prior to obtaining an appraisal or seeking the prior approval from the DNC.

[157] The employer argued that there is no dispute that the Directive requires an employee to obtain prior approval from the DNC if they sell their home for less than 95% of the appraised value. By not asking for approval before selling her home for less than 95% of the appraised value, the grievor forfeited her entitlement to funds under the Directive.

[158] I agree that under the Directive's interpretation, read in its entire context and its grammatical and ordinary sense, for an employee to benefit from the Home Sale Assistance, they must have completed a current appraisal before accepting a binding offer for their home. The Directive's wording, as argued by the employer, requires knowing the appraised value of the property to benefit from the Directive.

[159] One of the Directive's purposes is to relocate employees at the most reasonable cost to the public. The grievor's suggested interpretation would mean that a person could sell their home at an undervalued price and then asked the NJC to reimburse the difference.

[160] In *Gresley-Jones v. Treasury Board (Canada Border Services Agency)*, 2023 FPSLREB 41, two border services officers each filed a grievance against their employer's decision that their relocations had been employee-requested and therefore limited their compensation. In a prior decision the Board had determined that the relocations had been employer-requested, and the employer had been ordered to reimburse all eligible expenses for the grievors' relocations as employer-requested relocations.

[161] This decision dealt with issues that arose with respect to reimbursing the grievors' claimed expenses under the Directive.

[162] One of the grievor's claims was under the Directive for \$3000 the difference between the original purchase price and the final purchase price of his home, reduced because of a roofing issue. In addition, the grievor was not able to produce a certified appraisal. In this context the adjudicator is rejecting the grievance stated as follows at paragraph 136:

*[136] As already set out, the directive states that relocation expenses must be "... directly attributable to the relocation, and must be clearly reasonable and justifiable. **They must not upgrade the financial position of the employee and must be supported by receipts [as set out in the directive].**...*

[Emphasis added]

[163] It does not require an expert in real estate law to articulate the purpose of a real estate appraisal. An appraisal helps a seller set a realistic asking price before the property sells. Obtaining an appraisal after having accepted and finalized an offer such as in the circumstances of this case would serve only one inappropriate purpose, which would be receiving the Home Sale Assistance without the DNC having had the opportunity to consider and approve the sale.

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

(The Order appears on the next page)

V. Order

[165] The grievance is denied.

January 9, 2026.

**David Olsen,
a panel of the Federal Public Sector
Labour Relations and Employment Board**