

Date: 20260113

File: 566-02-49556

Citation: 2026 FPSLREB 3

*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

MAXIME GAGNON

Grievor

and

**TREASURY BOARD
(Department of Fisheries and Oceans)**

Employer

Indexed as

Gagnon v. Treasury Board (Department of Fisheries and Oceans)

In the matter of an individual grievance referred to adjudication

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

For the Grievor: Priyanka Sharma, Public Service Alliance of Canada

For the Employer: Stephanie White, counsel

Decided on the basis of written submissions,
filed September 26 and October 17 and 31, 2025.

REASONS FOR DECISION

I. Overview

[1] The issue in this grievance is whether Maxime Gagnon's ("the grievor") deployment on December 8, 2022, that led to him moving from Chéticamp, Nova Scotia, to Kedgwick, New Brunswick, was an employee-requested relocation under the National Joint Council's *Relocation Directive* ("NJC RD"). If it was employee-requested, he received the maximum relocation benefit of \$5000. If it was employer-requested, he is entitled to more.

[2] I have concluded that the grievor's relocation was employee-requested and that he is not entitled to any more than the \$5000 already paid to him.

[3] The grievor made a number of arguments for why this was not an employee-requested relocation, even though he asked to be relocated. I disagree with them all. In brief, domestic relocations are not automatically or even presumptively employer-requested, the fact that the relocation requires an accompanying staffing action does not deem it employer-requested, the grievor's request was for personal reasons as required under the definition of an "employee-requested relocation", and the grievor was treated differently from other employees because those employees were in situations different from his.

[4] My detailed reasons for these conclusions follow.

II. Events leading to the grievance

[5] The parties to this grievance agreed that it should be decided in writing. They filed an agreed statement of facts, along with 61 documents. The employer filed an affidavit sworn by Jonathan Breault, Area Chief of South Eastern New Brunswick at the Department of Fisheries and Oceans (DFO). The grievor filed 4 documents: a duplicate copy of the NJC RD, a set of frequently asked questions about the NJC RD, a memo prepared by the NJC's Relocation Committee about this case, and the employer's submissions to the NJC's Relocation Committee.

[6] Initially, the grievor argued that his relocation was governed by the previous 2009-version of the NJC RD. However, in his reply submissions, he acknowledged that the current NJC RD (effective January 1, 2021) governs his case.

[7] The facts of this case are straightforward. The grievor is a fishery officer. He was hired on November 5, 2018. He worked in the Chéticamp Conservation and Protection detachment in Cape Breton, Nova Scotia. Chéticamp is located on the northeast coast of Nova Scotia.

[8] Like other fishery officers, it was a condition of his hire that he agree in advance to be deployed (a permanent transfer) or assigned (a temporary transfer) anywhere in Canada to perform enforcement, investigation, or special operations duties. DFO has adopted regional guidelines to govern fishery officers' requests for deployments. Decisions about whether to agree to deploy a fishery officer on their request are made based on certain rating criteria, financial considerations, operational needs, and the needs of the fishery officers asking to be deployed. Requests based on reasons of a compassionate nature are given top priority for relocations, followed by requests within the area, then the region, then outside the region. Requests for the deployments of fishery officers are considered by the area chief of conservation and protection. If the area chief agrees to a deployment, the request goes to the director, conservation and protection, for final consideration and approval.

[9] On December 18, 2020, the grievor asked to be considered for deployment to three detachments in New Brunswick. The reason he gave for wanting a deployment was as follows:

...

Having 2 young kids at home and no friends or family in Cheticamp, my wife and I suffered extensive stress from living in isolation, especially through the Pandemic. My wife wants to work as a LPN in a hospital and her career is being held back by the lack of opportunities for her here. I would like to get back home so that my kids can see and spend some time with their grand-parent [sic].

...

[10] He made a second request on that same day to be considered for deployment to two more New Brunswick detachments and a detachment in Nova Scotia. The reason he gave for this second request was similar and reads as follows:

...

I would be interested in working in the above locations as each of these would offer better opportunities for my wife's career who

plans on returning to school fulltime [sic] to become a Registered Nurse. I want to work in a center where there are services for children including day care, play parks, swimming pools, and basic stores that have basic children [sic] necessities. As my wife is due to go back to work soon, we are faced with childcare stress and are not sure how we are going to make our schedules work while still having time for our family. Cheticamp is not a good location for me and my family due to its isolation from basic crucial child-related necessities.

...

[11] Area Chief Philippe Chiasson did not agree to deploy the grievor in 2020. He started by saying that the grievor was doing a good job and that he was a reliable fishery officer. He then gave these reasons for not agreeing to the deployment request at that time:

The GNS are is presently understaffed and it would be difficult to see an Officer leaving, but on the flip side, I'm a strong believer that if we can put people where they want to be, it'll be very beneficial for the C&P program, by increasing stability, morale and positivism across the board. Maxime has never hide since his begging in Cheticamp, that he would like to deploy closer to home eventually, that he would like to experience other areas and deepen his Fishery Officers tool box.

This is his first request and all locations are within Gulf Region.

If there's an opportunity, I would support this transfer but not before Maxime become GT-04 (~September 2021) and also not before we can secure a replcement via deployment or recruitment (FOCPP). On this note, I'd like to start looking at filling that position via deployment or FOCPP. And if Maxime is ever deployed within the Gulf Region, I'd like to get their FOCPP seat, if they were slated for one.

[Sic throughout]

[12] As Mr. Chiasson predicted, the grievor successfully completed his GT-04 exam in the fall of 2021. He made another deployment request on December 7, 2021. He listed seven detachments, in decreasing order of preference. The last detachment that he listed was Kedgwick, New Brunswick. His request read as follows:

I successfully finished and passed my FOCPP GT 04 exam and I am now looking to get back to New Brunswick to ease the burden of isolation that my family and I have endured living in Cheticamp, NS since 2019 and throughout the Covid 19 pandemic. Childcare arrangements have been difficult to find in Cheticamp as well as other essential services such as dental and other specialized health

care, and both my wife and I have stressed and struggled to be 100% operationally available for our respective jobs all the while trying to make ends meet financially.

Being in the detachments listed above would get me closer to home and would open up career opportunities for my wife, who longs for a future in a Hospital setting as a Licensed Practical Nurse, of which is impossible to dream of while living in Cheticamp. She would also have the opportunity to further her education as the nearby cities offer colleges, universities and programs that would allow her to do so, where it is physically impossible while living here. It would also help me become more available for field operations and special assignments with DFO as there would be more childcare options for us to depend upon while I am away as needed. The detachments listed above would also be long term placements for us as the nearby cities of Moncton, Campbellton, Fredericton and Quebec City are all cities where I have friends and family and my wife and I could see ourselves establishing our roots there and grow as a family.

Ideally, I would like to remain a part of the GULF region as I am already established here, however, Fredericton and Quebec City are very intriguing destinations for me as they have lots of career advancement opportunities, services and amenities, including close relatives, that are a priority for me and my wife to have at this day in time in our personal lives.

[Sic throughout]

[13] This time, the area chief approved the request, on December 13, 2021.

[14] A position was found for the grievor in Kedgwick.

[15] For context, Kedgwick is located inland in northern New Brunswick and is not responsible for any coastal commercial fisheries. It held five field positions in 2022, but two incumbents were on leave, and one position was vacant because the employee went off work as a result of an accident. Despite that, staffing in Kedgwick was not a priority for management in 2022 because there were two other conservation and protection offices within a two-hour drive that could provide support. After the grievor's eventual deployment, the department restructured its operations, so that was no longer the case.

[16] By contrast, Chéticamp was a busier detachment, with seven field positions, responsible for both coastal and inland fisheries. Chéticamp has a high level of attrition, and in 2022, the grievor was one of four fishery officers asking to be deployed elsewhere. The other three left before him, one as part of a staffing process

for a job elsewhere, one who quit to join Parks Canada, and one who was recruited to fill a vacancy.

[17] In August 2022, the grievor wrote to the area chief in Kedgwick, explaining why he thought that his eventual deployment would not be an employee-requested relocation. I do not know the context behind this correspondence, but it makes it clear that the grievor was advised sometime before August 2022 that he would be deployed. The area chief (who was replaced on November 1 by Mr. Breault) disagreed. On October 26, the grievor received a formal offer of deployment. This offer stated that this deployment was an employee-requested relocation. He disagreed and wrote in pen on the offer that he did not accept that this was an employee-requested relocation. Mr. Breault responded to say that he would not accept the grievor's handwritten objections and to ask him to sign a clean copy of the letter, which the grievor did on October 30. The grievor was deployed to Kedgwick on December 8, 2022.

[18] The grievor was paid \$5000 in relocation expenses, the maximum entitlement for an employee-requested relocation under the NJC RD. The grievor grieved his entitlements under the NJC RD on November 7, 2022. The NJC's Executive Committee agreed with the recommendation of its Relocation Committee to deny the grievance. The grievor referred it to adjudication, and the Federal Public Sector Labour Relations and Employment Board ("the Board") has the jurisdiction to hear this grievance because the NJC RD is incorporated by reference into the grievor's collective agreement.

[19] After he moved to Kedgwick, the grievor asked to be relocated again in May 2023 and July 2024. Both times, his request was denied.

III. Analysis of the grievance

[20] On its face, this appears to be an open-and-shut case. The grievor asked to be relocated, thrice. The third time, the employer agreed. This seems to be obviously an employee-requested relocation.

[21] However, this case is not just about the plain meaning of the hyphenated word "employee-requested". It is about the interpretation of the NJC RD. The NJC RD is the product of intensive consultation and negotiation between its stakeholders. Agreements can defy their plain meanings after considering them in context and

understanding the negotiation dynamics leading to them. A departure from a plain meaning is sometimes the cost of compromise.

[22] The term “employee-requested relocation” is a defined term in the NJC RD. Additionally, there are other provisions in the NJC RD that speak about employer- and employee-requested relocations. The grievor relies on those definitions and provisions. While I ultimately disagree with the grievor about the meaning of the NJC RD, his argument makes much more sense, in light of those provisions. Even the employer agrees that not every relocation that starts with a request by an employee is employee-requested.

[23] The key provisions of the NJC RD read as follows:

...

Employee-requested relocation (réinstallation à la demande du fonctionnaire) - *a relocation resulting from a formal request made by an employee for compassionate or other personal reasons and for which the costs involved are to be reimbursed in accordance with Part XII.*

...

2.9.1 Employer-requested relocations are relocations within Canada, including employee relocations that result from staffing actions except on initial appointment.

...

12.1.1 The intention behind employee-requested relocations is for employers to recognize that there may be circumstances in employees' personal lives that may lead them to ask for employment in another location, such as a death or illness in the family. Employers can respond to these requests on a compassionate basis by authorizing a relocation, when it is possible for them to do so. The intent of authorizing an employee-requested relocation on compassionate grounds is not to avoid the costs associated with an employer-requested relocation that is a part of the normal staffing activities of an employer.

12.1.2 An employee may request an employee-requested relocation for personal or compassionate reasons. DNCs may approve an employee-requested relocation when:

- a) there is a vacant position at the appropriate group and level at destination;*
- b) the deputy head or senior delegated officer provides written certification that the relocation meets the intent as described in subsection 12.1.1; and*

c) the employee acknowledges in writing that the relocation is employee-requested and that the benefits are limited to those outlined in this section.

...

[24] The grievor argues that I need to read these provisions together in their entirety, in context. I agree. As I wrote in *Freer v. Treasury Board (Canada Border Services Agency)*, 2025 FPSLRB 20 at para. 29, NJC directives "... must be interpreted based on their wording, which is read in their entire context and harmoniously with the scheme of each directive, its object, and the parties' intention ...".

A. Subsection 2.9.1 of the NJC RD does not make all domestic relocations employer-requested

[25] First, the grievor submits that I should focus on subsection 2.9.1, and that subsection means that all relocations within Canada are employer-requested relocations. The grievor argued specifically that "... by simply being a 'relocation within Canada,' an employee can meet the definition of an 'employer-requested relocation.'"

[26] I disagree.

[27] The grievor's submissions have the effect of reading out the meaning of employee-requested relocation. The NJC RD applies only to relocations within Canada; the NJC's *Foreign Service Directives* apply to relocations outside Canada (see subsection 1.4.6 of the NJC RD), and the NJC RD is specific at subsection 3.1.1 that "[i]t applies to eligible employees **relocating within Canada**" [emphasis added]. The grievor's submission would mean that there are no employee-requested relocations. Such an interpretation would render meaningless the definition of "employee-requested relocation" as well as the entirety of Part XII of the NJC RD, dealing with employee-requested relocations.

B. A relocation can be employee-requested even though it requires a staffing action

[28] Second, the grievor submits that a relocation cannot be employee-requested when the relocation is the result of a staffing action or staffing activity. The grievor was deployed. He submits that a deployment is a form of staffing action, so this relocation cannot have been employee-requested.

[29] I disagree.

[30] The term “staffing action” is not defined in the NJC RD. In addition, the term “staffing” encompasses a wide range of actions that takes its meaning from the context in which it is used. For example, the *Canada Revenue Agency Act* (S.C. 1999, c. 17) requires the Canada Revenue Agency to develop “... a program governing staffing, including the appointment of, and recourse for, employees.” The Board’s predecessor, in *Lavoie v. Canada Revenue Agency*, 2011 PSLRB 91, concluded at paragraphs 30 and 31 that the term “staffing” in that context meant “... the selection of candidates and their hiring, integration, development and mobility” but that it did not include the act of rejecting an employee on probation. Despite that, numerous employer policies include probationary periods under the rubric of “staffing”, as shown in *Hamel v. Parks Canada Agency*, 2022 FPSLREB 61 at para. 23.

[31] To give another example of conflicting views on the meaning of staffing, in *Procureur général du Canada v. Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN)*, 2019 QCCA 979, the Quebec Court of Appeal upheld the constitutionality of s. 113 of the *Federal Public Sector Labour Relations Act* (S.C. 2003, c. 22, s. 2; *FPSLRA*), specifically the prohibition on collectively bargaining terms or conditions of employment that have been or may be established under the *Public Service Employment Act* (S.C. 2003, c. 22, ss. 12, 13). In doing so, the Quebec Court of Appeal treated those terms and conditions as dealing with “staffing”, and at paragraph 24, it adopted the meaning of the French equivalent term “*dotation en personnel*” from the *Dictionnaire Canadien des relations du travail*, which includes the “... selection, placement, training and mobility of employees.” However, the Quebec Court of Appeal went on to treat “staffing” as equivalent to the merit system of appointment under the *Public Service Employment Act* (see paragraphs 58 to 66) — which has nothing to do with training and mobility. Additionally, the Board, in *National Police Federation v. Treasury Board (Royal Canadian Mounted Police)*, 2020 FPSLREB 102 at paras. 125 to 131, differed from what it called the “... broad interpretation to the definition of ‘staffing’” given by the Quebec Court of Appeal, because the issue before the Board in that case (whether a particular term or condition was capable of being included in a collective agreement) was different from that before the Quebec Court of Appeal (a constitutional challenge).

[32] My point is this: the meaning of the NJC RD must be taken in context. Terms like “staffing” can have varying meanings, depending on their context. In the NJC RD, there are four important contextual clues to its meaning.

[33] The first contextual clue is to read the entire last sentence of subsection 12.1.1 of the NJC RD: “The intent of authorizing an employee-requested relocation on compassionate grounds is not to avoid the costs associated with an employer-requested relocation that is a part of the **normal staffing activities** of an employer” [emphasis added]. While a deployment for personal reasons may be a staffing action, it is not a normal staffing activity for the employer.

[34] The second contextual clue is paragraph 12.1.2(a) of the NJC RD. That provision states that the employer may approve an employee-requested relocation only when “... there is a vacant position at the appropriate group and level at destination ...”. In other words, every employee-requested relocation also requires an appointment (i.e., a staffing action) of some kind because the relocation is not just into a new location but also into a new, vacant position. The grievor’s argument that deployments are staffing activities and therefore that they are automatically employer-requested relocations would read employee-requested relocations out of the NJC RD completely.

[35] The third contextual clue is to examine the current NJC RD against its predecessors. The current NJC RD was enacted effective January 1, 2021. The earlier versions were from 2005 and 2009. The 2005 version provided that the payment of expenses for an employee-requested relocation was entirely at the discretion of management. However, it also provided that a relocation was deemed to be employer-requested if the position was vacant, unless senior management certified that it would have been filled through a normal staffing process without relocation expenses being incurred.

[36] The 2009 version of the NJC RD added a \$5000 payment for employee-requested relocations and kept the vacant-position rule in place from the 2005 version. The important passage read:

...

12.1.2 An employee-requested transfer that results in an authorized relocation to a position at the appropriate group and level which is vacant on arrival at the new place of duty shall be deemed to be an employer-requested relocation subject to the following:

(a) The relocated employee shall be reimbursed relocation expenses within the limits prescribed in this Directive, unless the deputy head or senior delegated officer provides written certification that, had the vacant position not been filled as a

result of an employee-requested transfer, it would have been filled through normal staffing procedures without relocation expenses being incurred.

...

[37] In other words, under the 2009 NJC RD, there was a presumption that transfers to a vacant position were employer-requested unless the employer could prove otherwise. The Board addressed the 2009 NJC RD at length in *Gresley-Jones v. Treasury Board (Canada Border Services Agency)*, 2020 FPSLREB 65, and concluded that the employer must provide a “factual underpinning” for certifications discussed in paragraph 12.1.2(a) (see paragraph 80).

[38] The 2021 NJC RD removed the presumption that a vacant position means that it was an employer-requested relocation. It eliminated the requirement that the employer had to certify that it was going to fill the vacant position using some other staffing procedure, without relocation expenses being incurred. The grievor’s argument would amount to undoing this change in 2021.

[39] The fourth contextual clue is in subsection 2.9.1, which states that employer-requested relocations include relocations that “... **result from** staffing actions except on initial appointment” [emphasis added]. The *Cambridge Online Dictionary* defines the phrasal verb “result from something” as, “If a situation or problem results from a particular event or activity, it is caused by it”. The phrase “normal staffing activities” in subsection 12.1.1 should be interpreted together with subsection 2.9.1. the NJC RD distinguishes between employer-requested relocations (which are caused by the employer taking some staffing action) and employee-requested relocations (which exclude normal staffing activities, meaning relocations that are caused by the employer taking some staffing action).

[40] In light of this context, I have concluded that an employee-requested relocation is one in which an appointment to a vacant position (in this case, a deployment) would not have occurred but for the employee’s request to be relocated. By contrast, an employer-requested relocation can start with an employee’s request to be relocated, but the relocation must have been caused by (i.e., have resulted from) some other staffing action.

[41] For example, an employee can ask to be relocated. If the employer agrees to drop them into a vacant position because it wants to show respect for their personal wishes, that is employee-requested. If the employer agrees to drop them into a vacant position because it is or will be running a selection process anyway (whether advertised or non-advertised), this is employer-requested.

[42] As I stated earlier, the parties agreed in their agreed statement of facts that management was not actively trying to staff a position in Kedgwick when the grievor requested a relocation there. No appointment to that vacant position would have occurred but for his request for relocation. Therefore, this was an employee-requested relocation.

[43] The grievor argues that the fact that his 2023 and 2024 requests for relocation were turned down for “operational reasons” shows that he fulfils an operational need for the employer in Kedgwick. While true, that does not show that the employer was looking to fill the vacancy in 2022.

C. The grievor’s request was for personal reasons

[44] The grievor argues that an employee-requested relocation is one made for “compassionate or other personal reasons”. He further argues that his request was not made for compassionate or personal reasons because his request was not urgent.

[45] The grievor bases his argument that compassionate or other personal reasons must involve urgent considerations on subsection 12.1.1, which states that “... there may be circumstances in employees’ personal lives that may lead them to ask for employment in another location, **such as a death or illness in the family**” [emphasis added]. The grievor argues that death or illness require urgent relocation, and that “[t]he Board cannot allow the Employer to interpret ‘compassionate reasons’ in the Directive as non-urgent personal reasons and dissimilar to urgent examples like death and illness.”

[46] The grievor’s argument suffers from two problems.

[47] First, the phrase is not “compassionate reasons”; the relevant phrase in the definition of “employee-requested relocation” is “compassionate or other personal reasons”. The definition is greater than just compassionate reasons and includes other personal reasons as well.

[48] Second, the grievor's argument involves a misapplication of the associated-words rule (sometimes using its Latin tag, *noscitur a sociis*) or the limited-class rule (sometimes using its Latin tag, *eiusdem generis*).

[49] The associated-words rule is premised on the presumption that a drafter uses multiple specific and concrete terms linked by "and" or "or" to be more precise than using a single general or abstract term. This invites a reader to find a common feature between the terms and to narrow the scope of each word in the list to that common meaning; see *Macdonald Communities Limited v. Alberta Utilities Commission*, 2019 ABCA 353 at para. 19, and Sullivan, *The Construction of Statutes*, 7th ed., at chapter 8.06(1). In this case, the NJC RD does not use the words "and" or "or"; it uses the term, "such as". I am not aware of the associated-words rule being used without "and" or "or", and the grievor has not cited any authority for applying this maxim of interpretation when the term "such as" is used. Additionally, the phrase "... such as a death or illness in the family" is not used in association with "compassionate or other personal reasons" — those phrases are used in different sections of the NJC RD and for different purposes. They are simply not sufficiently associated to use as an interpretive aid.

[50] The limited-class rule applies when a document sets out a list of specific words followed by a general term. In those cases, "... it will normally be appropriate to limit the general term to the genus of the narrow enumeration that precedes it" (from *National Bank of Greece (Canada) v. Katsikonouris*, [1990] 2 S.C.R. 1029 at 1040). In this case, however, there is no list followed by a general term. The term is "compassionate or other personal reasons", and then a different section explains that employees may ask for relocations for reasons "... such as a death or illness in the family." As pointed out in Palmer & Snyder, *Collective Agreement Arbitration in Canada*, 7th ed. at paragraph 2.33, "*Esjusedem generis* is not a useful interpretive tool where the arbitrator is required to determine the meaning of a general term, such as 'meetings', where such term does not follow specific words in the collective agreement."

[51] Instead, I have concluded that personal reasons mean just that — personal reasons. I quoted from the grievor's relocation requests earlier. The 2021 request (i.e., the one that DFO approved) was based entirely on personal reasons: he wanted to ease his family's sense of isolation living in Chéticamp, he wanted to find easier childcare

arrangements, he wanted to be closer to health care, and he wanted his spouse to have more career opportunities in nursing or attend school. These are all personal reasons to relocate.

[52] The grievor says that the relocation was career oriented and not personal because he wanted to transfer in part to do different work. However, his request actually read as follows: “It would also help me become more available for field operations and special assignments with DFO **as there would be more childcare options for us to depend upon while I am away as needed**” [emphasis added]. He is not suggesting that he lacks professional opportunities in Chéticamp; he is saying that he needs better childcare. That is a personal reason to relocate, not a reason linked to his duties.

[53] The grievor argues that the 2020 decision turning down his request stated that the area chief is a “... strong believer that if we can put people where they want to be, it’ll be very beneficial for the C&P program, by increasing stability, morale and positivism across the board.” The grievor argues that this shows that his relocation was for operational reasons, to benefit the employer. I disagree. All this shows is that the area chief acknowledges that allowing relocations for personal reasons can benefit an employer too. That there are utilitarian justifications for compassion does not make a decision any less compassionate.

[54] I also note that the grievor admitted in his submissions that he “... did outline personal reasons meeting the level required by the language of the 2021 Relocation Directive to deem his request employee-requested” and that he “included non-urgent personal reasons” for the relocation. In light of my conclusion that personal reasons can include non-urgent reasons, that admission resolves this point.

D. Alleged inconsistent treatment

[55] The grievor argues that he is being treated differently from other employees in similar circumstances. He has identified six examples of employees being treated as if their relocations were employer-requested despite that those employees asked to be relocated. The parties have anonymized those employees, who are referred to as Employees A through F.

[56] The employer does not argue that differential treatment is permitted under the NJC RD and appears to accept the grievor's premise that if he could show that employees in similar circumstances were treated as receiving employer-requested relocations, he is entitled to the same. Instead, the employer argues that each example is dissimilar from the grievor in important ways. Therefore, I will address each of Employees A through F in turn.

[57] Employee A requested a deployment from Chéticamp in December 2019, to live closer to family and friends and to live in an area with better access to groceries, building supplies, and fitness centres. The employee transferred to Saint John, New Brunswick, in June 2020. As the employer pointed out, this relocation was governed by the 2009 NJC RD. As I discussed earlier, the 2009 NJC RD had different terms and required the employer to treat a relocation as employer-requested unless it could certify and prove that the vacancy would have been filled without paying relocation costs. This example is unhelpful because it was done under the old directive, not the current one.

[58] Employee B relocated to Moncton, New Brunswick, in March 2022 when he was the successful candidate in a staffing process. There is no evidence that this employee asked to be relocated or whether he asked to relocate for personal or compassionate reasons. Therefore, the example is not helpful in this case.

[59] Employee C asked for a deployment on August 31, 2021, to be closer to his immediate family. The parties agree that he was selected in a non-advertised selection process for a position that the employer was actively trying to fill in June 2022. I agree with the employer that this transfer resulted from a normal staffing activity. He was not relocated because of his request based on personal reasons; he was relocated for other reasons instead.

[60] I pause to return to what I said earlier about the plain meaning of "employee-requested". This is an example of a situation that is clearly an employee-requested relocation on a plain meaning of those words: Employee C asked to be deployed, and he was. It is only by reading the NJC RD in its entire context that this situation becomes employer-requested instead of employee-requested.

[61] Employee D asked for deployments three times, for personal reasons. The three requests are undated, they set out different reasons as to why he wants to relocate,

and they list different places that he wants to relocate to. I do not know when Employee D made these requests or why they were turned down. Employee D was relocated to Dartmouth, Nova Scotia, in September 2022. I found it interesting that he never asked to be relocated to Dartmouth (although his second request listed Halifax, so maybe Dartmouth was close enough). More importantly, he applied for a job in Dartmouth separately from asking for a personal transfer and was the successful candidate in that staffing process. As with Employee D, this transfer resulted from a normal staffing activity, which made it an employer-requested relocation.

[62] Employee E asked for a deployment on June 1, 2021, from Williams Lake, British Columbia, to four locations in New Brunswick. He was relocated to Saint John (which was not one of his requested locations), effective May 15, 2022. However, the parties provided no information about why Employee E asked for a deployment. His deployment request says simply, “[p]lease see attached appendix”, but the parties did not include the appendix. I simply do not know whether this relocation was for personal or compassionate reasons, for operational reasons, or for something else. The only clue I have is in the letter of offer in 2022, which refers to it as an “[i]nternal non advertised deployment”, which is the same subject as Employee C and is different from that of the grievor, whose letter of offer said simply “[d]eployment” without referring to it being internal non-advertised. While I do not have enough evidence to find this conclusively, the only evidence I have indicates that Employee E was appointed using a non-advertised staffing process, just like Employee C. In light of the lack of evidence, this example is unhelpful; to the extent that I have any information, it appears to be the same as Employee C.

[63] Employee F relocated from the Northwest Territories to St. George, New Brunswick, effective May 2, 2022. However, I have even less information about Employee F than Employee E. There is no evidence or any indication that Employee F asked to be relocated. His letter of offer contains the same subject as Employee E, namely, “[i]nternal non advertised deployment”. In light of the lack of any evidence that Employee F asked to be relocated, it is unhelpful in this case.

[64] For these reasons, the grievor has not demonstrated that he was treated differently from other employees who were deployed on personal grounds. Each of those examples either involved different situations, where there was an existing

staffing action (so the relocation resulted from a normal staffing activity), or I do not know why or whether the employee asked for a relocation.

E. Other argument by the grievor

[65] The grievor makes one other argument that is difficult to summarize in a heading to this decision. The grievor argues that he never asked for his relocation to be considered employee-requested, so it must be employer-requested. I frankly do not understand this argument. He asked to be relocated. He is an employee. It would be redundant for an employee to say that they are asking for an employee-requested relocation; the fact that they are the one asking implies that it is employee-requested. In essence, the grievor is suggesting that he asked the employer to ask him to transfer. I cannot conclude that the grievor was doing anything other than requesting a transfer.

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

(The Order appears on the next page)

IV. Order

[67] The grievance is denied.

January 13, 2026.

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