

**Federal Court of Appeal**



**Cour d'appel fédérale**

**Date: 20260202**

**Docket: A-19-25**

**Citation: 2026 FCA 21**

**CORAM: WEBB J.A.  
GLEASON J.A.  
PAMEL J.A.**

**BETWEEN:**

**ADITYA RAMACHANDRAN**

**Applicant**

**and**

**ATTORNEY GENERAL OF CANADA**

**Respondent**

Heard at Toronto, Ontario, on February 2, 2026.  
Judgment delivered from the Bench at Toronto, Ontario, on February 2, 2026.

**REASONS FOR JUDGMENT OF THE COURT BY:**

**GLEASON J.A.**

Federal Court of Appeal



Cour d'appel fédérale

Date: 20260202

Docket: A-19-25

Citation: 2026 FCA 21

CORAM: WEBB J.A.  
GLEASON J.A.  
PAMEL J.A.

BETWEEN:

ADITYA RAMACHANDRAN

Applicant

and

ATTORNEY GENERAL OF CANADA

Respondent

**REASONS FOR JUDGMENT OF THE COURT**  
(Delivered from the Bench at Toronto, Ontario, on February 2, 2026).

**GLEASON J.A.**

[1] The applicant seeks to set aside the decision of an adjudicator of the Federal Public Sector Labour Relations and Employment Board (the Board) in *Ramachandran v. Treasury Board (Office of the Information Commissioner)*, 2024 FPSLREB 176, dismissing the applicant's grievance.

[2] The applicant is a lawyer covered by the LP collective agreement between the Treasury Board and the Association of Justice Counsel. He grieved the rate he was paid when he was promoted from the LP-01 to the LP-02 level. The employer placed him at step 1 of the LP-02 salary scale and the applicant grieved, claiming that he should have been placed at step 2 of that scale. The grievance centred on the interpretation to be given to section A.2.2 of Appendix “A” to the *Directive on Terms and Conditions of Employment* (the Directive) and alleged a breach of the management rights clause in the collective agreement. No objection was made as to the arbitrability of the grievance, and the Board determined that the employer had correctly interpreted the section of the Directive in question.

[3] The relevant portion of the Directive raised the issue of whether the salary of the LP-02 position was “governed by performance pay”. If it was, the applicant should have been placed at the second step of the LP-02 salary scale; if it was not, the employer was correct in placing him at the first step in that salary scale.

[4] In a thorough and carefully reasoned decision, the Board adequately dealt with the applicant’s arguments and found that the LP-02 position was not governed by performance pay because Appendix “A” to the collective agreement sets out a lockstep pay progression for levels LP-00 to LP-03. The Board contrasted this to the pay progression system for those at the LP-04 and LP-05 levels, where salary progression is determined by a performance pay regime. The Board noted that for lawyers at the LP-01 to LP-03 levels, in-range increases to the job rate based on performance are equal to only an additional 4.6% to 7%. The Board therefore held that the salary of the LP-02 position was not governed by performance pay. In reaching this

conclusion, the Board interpreted “governed” as meaning “having predominant or determinative control over” and relied on case law and dictionary definitions in support of its interpretation.

[5] This Court owes deference to the Board’s decision and can only set it aside if it is unreasonable: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, [2019] 4 S.C.R. 653 at para. 69; *Canada (Attorney General) v. Rushwan*, 2023 FCA 118 at para. 2; *Canada (Attorney General) v. Chénard*, 2021 FCA 91 at para. 16; *Canada (Attorney General) v. Fehr*, 2018 FCA 159 at para. 4.

[6] We see nothing unreasonable in the Board’s decision, given the clear wording in Appendix “A” to the LP collective agreement and what we find was a reasonable interpretation of the words “governed by performance pay” in the Directive. This interpretation was amply supported by the dictionary definitions of “governed” and the case law the Board cited. In short, the Board interpreted “governed” in accordance with its commonly accepted and ordinary meaning. The Board also adequately addressed the applicant’s arguments.

[7] We note that section 11 of Appendix “A” to the LP collective agreement provides that “[p]ay increments for lawyers at the LP-00, LP-01, LP-02 and LP-03 levels will be to the next higher rate on the applicable lockstep pay range” (emphasis added). In addition, section 4.1 of Part 2 of Appendix “B” to the LP collective agreement provides that in-range increases to the job rate based on performance range from 4.6% to 7% for the LP-01 to LP-03 levels. As such, the vast majority of the salary paid to those at the LP-02 level is not performance pay. We therefore

see no reviewable error in the Board's conclusion that the salary of the LP-02 position is not governed by performance pay.

[8] Before this Court, the applicant essentially seeks to re-argue his case and have us find that the Board was wrong. This is not our role. Collective agreement interpretation is the heartland of the Board's expertise and of the mandate Parliament has given to the Board. Under the reasonableness standard of review, we cannot second guess its interpretations and can only intervene if there is a fatal flaw in its reasoning or conclusion. There is not any such flaw in the Board's decision dismissing the applicant's grievance.

[9] This application is therefore dismissed, without costs because the respondent, the Attorney General of Canada, abandoned its request for a costs award.

"Mary J.L. Gleason"

---

J.A.

**FEDERAL COURT OF APPEAL**

**NAMES OF COUNSEL AND SOLICITORS OF RECORD**

**DOCKET:** A-19-25

**STYLE OF CAUSE:** ADITYA RAMACHANDRAN v.  
ATTORNEY GENERAL OF  
CANADA

**PLACE OF HEARING:** TORONTO, ONTARIO

**DATE OF HEARING:** FEBRUARY 2, 2026

**REASONS FOR JUDGMENT OF THE COURT BY:** WEBB J.A.  
GLEASON J.A.  
PAMEL J.A.

**DELIVERED FROM THE BENCH BY:** GLEASON J.A.

**APPEARANCES:**

Aditya Ramachandran ON THEIR OWN BEHALF

Larissa Volinets Schieven FOR THE RESPONDENT

**SOLICITORS OF RECORD:**

Shalene Curtis-Micallef FOR THE RESPONDENT  
Deputy Attorney General of Canada