



**Policy and Procedures
Manual**

Of the

Union of Taxation Employees

Updated September 2009

POLICY AND PROCEDURES MANUAL

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1. UTE COMMITTEES – Terms of Reference

a) Bargaining Committee

None.

b) *By-Laws Committee*

None.

c) *Staffing Committee*

None.

d) Technological Change Committee

TERMS OF REFERENCE

The role of the committee members is:

- To investigate and report on matters related to Technological Change referred to the Committee by the Executive Council, the Executive Committee, the Union's President or from other sources.
- To act as the liaison between the Union of Taxation Employees and the Headquarters of the Canada Revenue Agency on matters of Technological Change.
- To ensure that meaningful consultation takes place between the Canada Revenue Agency and the Union of Taxation Employees as provided for in the Collective Agreements.
- To provide advice and guidance to the Union of Taxation Employees on matters related to Technological Change when requested.
- To promote and encourage the education of Union of Taxation Employees members in Technological Change.
- To liaise with the PSAC Technological Change Component Advisory Committee.
- To meet on a regular basis to discuss matters concerning Technological Change as they relate to the Union of Taxation Employees.
- To maintain a record of business and documents dealt with by the Committee.
- To encourage a communication network between the locals and the Committee.

Adopted December 1986

e) Health and Safety Committee

TERMS OF REFERENCE

Composition

The committee shall consist of:

- Two national officers of which one shall be appointed chairperson
- One member elected by the local presidents
- One labour relations officer assigned as the staff advisor to the committee

Aim and Objective

To ensure the health and safety of the members of UTE by:

- consulting with the Employer on health and safety issues
- recommending appointments of representatives to the National Health and Safety Policy Committee to the National President
- providing advice and guidance to locals and workplace committees
- organizing conferences and training sessions as directed by Triennial Convention
- dealing with all matters as assigned by Council and the Executive committee or the President

Meetings

The committee shall meet at the call of the chairperson of the committee and approved by the National President.

f) Equal Opportunities Committee

TERMS OF REFERENCE

1. *Policy Statement:*

The UTE Component supports equal opportunity for all members regardless of sex, sexual orientation, age, mental or physical disability, race, colour, ethnic/national origin, religious belief, Political belief, marital status, family status or conviction for which a pardon has been granted.

2. *Aims and Objectives:*

- To provide support and guidance to members regarding equal opportunities issues.
- To promote a greater understanding of issues relating to equal opportunities
- To monitor the implementation of Employment Equity/Diversity Programs and to recommend action as necessary
- To develop awareness of Equity/Diversity issues, in particular those associated with Employment Equity and to develop support for these issues among union members and the public
- To consult and collaborate with the employer on all aspects of Employment Equity and to ensure abidance of the legislation by the employer.
- To liaise with other organizations both outside the union and within to ensure that the needs of members are taken into consideration
- To identify emerging Equity/Diversity issues of concern to union members and to recommend action as necessary
- To develop and deliver Regional and National Equal Opportunities Conferences.

3. *The committee shall consist of:*

- two national officers of which one shall be appointed chairperson
- one member elected by the local presidents
- one member representing each of the designated equity groups to be selected by a committee, consisting of the two national officers and the member elected by local presidents, for ratification by the Executive Council. The selection shall be done utilizing an input call requesting CV's of interested members.
- Labour Relations Officer assigned as the Staff Advisor to the Committee

4. *Duties of the Chairperson:*

- In general be responsible for equal opportunities issues.
- Co-ordinate the efforts of the EOC
- Represent the Component on the PSAC EOC

- Ensure that the minutes of all meetings and all relevant correspondence are issued to the members of the committee
- Provide advice to the Component on EO issues
- Responsible for approving all official communications by the EO Committee
- Responsible for recommending the expenditure of the EO budget on behalf of the Committee
- With the assistance of the Committee, organize and deliver Regional and National Equal Opportunities Conferences.

5. Duties of EO Committee Members:

Under the direction of the EO Chairperson;

- Initiate a network and maintain contact with members who belong to the representative group and disseminate information to said members on a national basis. Encourage participation of the members in their union.
- Maintain contacts with regional and national community organizations concerned with the committee members portfolio
- Actively participate in and promote UTE and PSAC campaigns involving EO issues
- Keep the EOC informed of their activities
- Provide input to the development of the Regional Conferences and the National Conference
- Participate in the Regional Conferences as required
- Participate in the national Conference

6. Meetings:

The Committee shall meet at least four times per year.

- The Committee shall meet with the employer as required

g) Employee Assistance Program Committee

TERMS OF REFERENCE

Policy Statement

UTE supports the Employee Assistance Program (EAP) and its role in furthering employee and organizational health. The committee will deal with all agenda items assigned to them by Convention, Executive Council, Executive committee or the National President. The Committee members are not to solicit or develop topics.

Aims and Objectives

- To provide support and guidance to members regarding the Employee Assistance Program
- To promote a greater understanding of issues relating to the Employee Assistance Program
- To monitor the implementation of the Employee Assistance Program and to recommend action as necessary
- To consult with the employer on all aspects of the Employee Assistance Program
- To review, discuss and provide advice and recommendation on policy issues and proposals
- To liaise with other organizations both outside the union and within to ensure that the needs of members are taken into consideration
- To identify emerging EAP issues of concern to union members and to recommend action as necessary
- To recognize best practices that raise the profile of the EAP and enhance service to the members

Composition

The committee shall consist of

- Two national officers of which one shall be appointed chairperson
- One member elected by the local presidents
- One Labour Relations Officer assigned as the Staff advisor to the committee

Role of the Chairperson

- In general be responsible for Employee Assistance Program issues
- Ensure that the minutes of all meetings and all relevant correspondence are issued to the members of the committee
- Provide advice to the Component on EAP issues
- Responsible for approving of all official communications by the EAP committee

- With the assistance of the Committee, organize and deliver conferences as required.

Role of the Elected Committee member

The Presidents' representative is accountable to the body that elected him or her. The elected committee member must:

- Keep the Local Presidents informed of the work of the committee
- May contact the Local Presidents for their opinions on an issue that has already been assigned to the committee prior to discussions taking place at the committee level.
- Must speak on behalf of all Local Presidents while sitting on the committee regardless of their personal, local or regional opinions
- Must look out for the interest of the Local presidents during his/her term on the committee.

Meetings

The committee shall meet as required.

h) Finance Committee

TERMS OF REFERENCE

As befits a union representing workers at Revenue Canada and its successor Agency, the UTE watches its pennies and takes its finances very seriously.

A National Finance Committee, chaired by the UTE Vice-President responsible for Finance, was established in 1996 to oversee all union expenditures. Two additional members of the Executive Council plus a member elected by the Presidents' Conference and the staff Administrative Service Officer round out the committee's membership.

The mandate of the committee includes:

- Ongoing review of the UTE's financial position.
- Recommending changes to our by-laws or regulations regarding financial matters.
- Detailing guidelines for expenditures on such specific items as conferences, equipment acquisitions, computer communication, etc.
- Developing the Triennial Convention budget that is presented to the Executive Council for approval.

Despite expanded services, prudent financial administration has kept our union in a sound financial position. This has been achieved through wise investments, as well as using fiscal responsibility when dealing with our expenses.

i) Honours and Awards Committee

TERMS OF REFERENCE

1. The Committee shall be composed of a chairperson plus two other members, all selected by and from Executive Council and a President's representative selected by the presidents at the September Presidents' Conference every even numbered year.
2. The Committee shall promote, encourage and strive to foster an atmosphere of appreciation and recognition at all levels of the union.
3. The Committee shall review input of the National President, Executive Council and the Membership on an "as required basis".
4. The Committee shall review the By-Laws and Regulations relating to honours and awards to ensure they are adequate and accurate, and if necessary recommend changes to the Executive Council.
5. The Committee shall address all issues referred to the Committee by the Convention, National President, Executive Committee, Executive Council, or as prescribed by Regulation.
6. The Committee shall implement approved programs and policies relating to Honours and Awards.
7. The Committee shall meet as required with the approval of the National President, to discuss issues relevant to Honours and Awards.

October 2007

j) Workforce Adjustment Committee

CCRA/UTE LOCAL JOINT WORK FORCE ADJUSTMENT (WFA) COMMITTEE

MISSION STATEMENT

- All parties agree to undertake actions which are completely transparent and which will promote trust in the systems and processes developed.
- Actions undertaken by the Committee will comply with existing objectives with regards to official language and employment equity.
- The Committee will take a proactive role in optimizing the employability of employees impacted by WFA situations.
- The Committee will take a proactive role in ensuring that the rights of employees are respected and the obligations of managers are fulfilled.

TERMS OF REFERENCE

1. To assist employees who are affected or surplus.
2. To assist local management and employees in fulfilling their roles and responsibilities as outlined in Part 1 of the WFA Appendix.
3. To promote effective, consistent and equitable treatment of indeterminate employees who are affected by WFA situations.
4. To consult concerning all matters concerning work force adjustment.
5. To provide advice, guidance, and recommendations to management in the development of an employment strategy for affected or surplus employees, both within and outside the CCRA.
6. To monitor the alternation process and assist in the employment of affected or surplus employees.
7. To monitor actions and activities which may impact on FTE's or operational/organizational changes to work which may affect the employees.
8. The Committee shall review all staffing plans in the local area for potential vacancies for possible placement.
9. To communicate directly with affected/surplus employees.
10. To maintain a record of business and documents dealt with by the Committee. All Committee members shall receive copies of committee meeting minutes.
11. To meet on a minimum quarterly basis. Committee members reserve the right to convene meetings at any time.
12. The Committee will be composed of an equal number of Agency representatives, to be selected by the CCRA management and Alliance representatives, to be selected by the Alliance. Committee members can have technical experts attend meetings and participate to assist the committee.
13. The Committee shall continue to meet until all affected and /or surplus employees have been placed.

14. Members of the committee will be released from work with pay to fulfill their committee duties and their expenses associated with committee work will be paid for by CCRA.

k) Harassment Committee

TERMS OF REFERENCE

The Committee will review, monitor and oversee the Union's (UTE) commitment and adherence to the UTE Harassment Policy.

In doing so, the Committee shall:

- assess the needs of the union representatives and develop tools to accommodate these needs;
- propose any amendments to the existing UTE policy;
- carry out an annual survey of all harassment cases; and
- deal with any items referred by the President, Executive Committee, the Executive Council or any member of the Executive council.

The committee will review, monitor and oversee the Canadian Customs and Revenue Agency's (CCRA) commitment and adherence to their policy against Harassment in the Workplace.

In doing so the committee shall:

- ensure that the Union participates at any employer's consultation regarding harassment (policy, training, mediation, etc.).

The Committee is composed of two Executive Council members, a person elected by the Presidents' Conference and a Labour Relations Officer acting as technical advisor.

l) Communications Committee

TERMS OF REFERENCE

COMPOSITION

The Committee shall be composed of a chairperson and a co-chairperson recommended by the National President and approved by Executive Council; a President's representative selected by the presidents at the September Presidents' Conference every two (2) years starting with an even number; and a technical advisor selected by the National President from the National Office staff.

AIMS AND OBJECTIVES

- The Committee shall make recommendations on all aspects of communication, to the National President.
- The Committee shall promote, encourage and continually strive to improve communications and ensure that effective communications are maintained at all levels of the union.
- The Committee shall review input from the National President, Executive Council and the Membership on a regular basis.
- The Committee shall regularly review policies relating to communications and recommend necessary revisions.
- The Committee shall review By-Laws and Regulations relating to communication and recommend changes.
- The Committee shall prepare and distribute the national newsletter.
- The Committee shall review the web site to ensure that it is current and informative and make recommendations to the National President or Executive Council.
- The Committee shall make recommendations to ensure that our technology is used to its full potential.
- The Committee shall deal with every issue referred to the Committee by the National President Executive Council or Convention.

MEETINGS

The committee shall meet at the call of the chairperson of the committee and approved by the National President.

m) Political Action Committee

TERMS OF REFERENCE

Composition

The committee shall consist of:

- Two national officers, of which one shall be appointed chairperson
- One member elected by the Local Presidents

Mandate

As mandated by the 2005 UTE National Triennial Convention, UTE will have a standing Political Action Committee to deal with matters of political action that affects its members, including:

- The Committee will be charged with coordinating political campaigns, lobbying, and the issuance of press releases as authorized to assist the National Office and the Locals in matters of political interest;
- The Committee will discuss UTE's and the members' involvement in federal, provincial and municipal elections.

Meetings

The Committee shall meet at the call of the chairperson, with the approval of the National President.

2. NATIONAL EXECUTIVE DUTIES AND ADMINISTRATIVE STRUCTURE

a) By-Law 6 – Administrative Structure

BY-LAW 6

ADMINISTRATIVE STRUCTURE

Section 1 - Executive Council

(1) Composition of the Executive Council

The Executive Council shall consist of:

- (a) President;
- (b) 1st Vice-President;
- (c) 2nd Vice-President; and
- (d) Ten regional vice-presidents permanently employed in and representing regions as provided by Regulation.

(2) Duties and Responsibilities

The Executive Council shall:

- (a) exercise all the powers and perform all the duties vested in it by these By-Laws;
- (b) discharge all duties and obligations imposed upon it by Convention;
- (c) be vested with the authority to deal with all matters affecting the business, purpose, aims and objectives UTE between conventions;
- (d) have the authority to spend UTE funds for the benefit of the members, in keeping with these By-laws and Regulations;
- (e) approve all expenditures of UTE. Notwithstanding any other By-Law and Regulations when any expenditure in excess of the adopted budgeted amounts is to be funded from the surplus, a two-third's (2/3) majority vote of the Executive Council is required;
- (f) approve the reallocation of budgeted amounts between Conventions as required;

- (g) approve separate amounts paid to each National Officer. Each approved amount shall be reported separately in the minutes of each meeting as well as the activity report of the said officers;
- (h) appoint the representatives of UTE to any organization to which UTE may send representatives;
- (i) make, amend or delete such Regulations as deemed necessary, consistent with the Constitution and these By-laws, provided that such Regulations are sent in writing to all Locals and are submitted to the first succeeding Convention for ratification; and
- (j) may call into conference or consultation and invite to attend the Convention or a meeting of the Executive Council any person who may be able to assist UTE in carrying out its purpose, aims and objectives or provide its members with information.

(3) Meetings

- (a) The Executive Council shall meet at the call of the President or at the request of a two-third's (2/3) majority of its members. The Executive Council shall meet no less than four (4) times in each fiscal year.
- (b) Meetings of the Executive Council shall normally be held in the National Capital Region between Conventions.

(4) Restrictions

A member of the Executive Council shall not be permitted to hold an elected office at the local level.

Section 2 - Executive Committee

(1) Composition of the Executive Committee

The Executive Committee shall consist of:

- (a) President;
- (b) two (2) Vice-Presidents; and
- (c) one (1) Regional Vice-President selected by the Regional Vice-Presidents to serve for a period of time determined by the Regional Vice-Presidents.

(2) Duties and Responsibilities

The Executive Committee:

- (a) deals with all matters affecting the business of UTE between Executive Council meetings, and
- (b) shall discharge all duties and obligations imposed upon it by the Executive Council.

(3) Meetings

- (a) The Executive Committee shall meet at the call of the President or at the request of two (2) members of the Executive Committee;
- (b) the President may, instead of convening a meeting at a specified place and date, hold a telephone conference if the subject matters can be so dealt with; and
- (c) when a subject matter is referred by a Regional Vice-President, the President shall ensure the matter is well understood by the Executive Committee. If necessary, the President shall invite the Regional Vice-President concerned to the next meeting of the Executive Committee where the subject is to be discussed.

Section 3 - Committees

- (1) There shall be committees as established by regulation.
- (2) The President is empowered to appoint any other committees as are necessary subject to the approval of the Executive Council.
- (3) The President is empowered to appoint the Chairperson of all committees subject to the approval of the Executive Council.
- (4) All committees shall submit a written report on their activities to each Executive Council meeting.

Section 4 - Vacancies

- (1) If the office of the President or 1st Vice-President or 2nd Vice-President becomes vacant or if the incumbent becomes unable to perform the duties of the position, six months or more prior to the Convention, an election

shall be held to fill the vacancy. Subject to the limitations in By-Law 9 Section 1 (4) nominations shall be called by the National Office. A period of not more than thirty (30) days shall elapse from the date of notice of vacancy to the date of the nomination call and the National Office shall ensure that the nominees are members in good standing and are prepared to stand for office.

- (2) If the position of Regional Vice- President becomes vacant, the Alternate Regional Vice-President for that region shall assume the position.
- (3) If the position of Alternate Regional Vice-President becomes vacant or if the incumbent becomes unable to perform the duties of the position an election shall be held to fill the vacancy. Subject to the limitations in By-Law 9 Section 9 nominations shall be called by the National Office. A period of not more than thirty (30) days shall elapse from the date of notice of vacancy to the date of the nomination call and the National Office shall ensure that the nominees are members in good standing and have indicated in writing that they are prepared to stand for office.
- (4) In the event that both the position of Regional Vice-President and Alternate Regional Vice-President are vacant at the same time the National Office shall proceed with the election of a Regional Vice-President for that region and upon completion of that election process, proceed with the election of Alternate RVP as per Section 4 (3).
- (5) An Alternate Regional Vice-President who temporarily replaces a Regional Vice-President shall have full voting rights.
- (6) The elections to fill vacancies shall be by mail and shall be conducted by the National Office.
- (7) (a) When elections are required to fill vacancies, only those delegates from the last convention who are still members in good standing shall be eligible to vote.

(b) Notwithstanding (a) above, if the position of President, 1st Vice-President or 2nd Vice-President become vacant, the previous incumbent relinquishes their delegate status from the last convention.

(c) If the position of the RVP becomes vacant and the Alternate RVP assumes the position, the previous incumbent relinquishes their delegate status and is replaced by the Alternate.

(d) A Local delegate relinquishes their delegate status if;
 - (i) they assume a position at the Executive Council,
 - (ii) leave to become a member of another Local or
 - (iii) cease to be a member in good standing.

That Local shall have the right to replace that delegate with their next available alternate.

- (8) Positions filled under sub-sections (1), (2) (3) or (4) of this Section shall have the same force and effect as an election at a Convention.

Section 5 - Presidents Conference

- (1) There shall be a Presidents' Conference constituted in the following manner:
- (a) the President or their alternate shall be the Chairperson;
 - (b) the delegates shall be the President or alternate of all Locals as defined in Regulation;
 - (c) the Presidents' Conference shall meet at the call of the Executive Council, not less than two (2) times in a year;
 - (d) each sitting of a Presidents' Conference will normally be for a maximum of two and one-half (2 1/2) days;
 - (e) the Presidents' Conference shall be vested with the authority to discuss all the business transacted by the Executive Council between Conventions;
 - (f) the discussion of the business transacted by the Executive Council may not normally extend past one-half (1/2) day sitting;
 - (g) it will be the responsibility of the chairperson to prepare an agenda dealing with the following items:
 - (i) business conducted by the Executive Council,
 - (ii) those items Executive Council wishes to have discussed;
 - (iii) items submitted in writing by the Local Presidents; and
 - (iv) the election of the Presidents representative(s) on UTE standing committees every two years (2) at the September Presidents' Conference, every even numbered year; and
 - (v) if a vacancy occurs on a UTE Standing Committee, the election of the President's representative(s) shall take place at the next Presidents' Conference to fill the remainder of that term.
 - (h) the Presidents' Conference by a simple majority vote of those in attendance may make recommendations by means of motions to

Executive Council

- (i) all expenditures for a sitting of a Presidents' Conference will be an expenditure of UTE;
- (i) members of UTE in good standing may attend as observers at their own expense or by the approval of the Executive Council at UTE's expense;
- (k) observers shall have no vote but with the approval of the chairperson and a simple majority vote may have voice once during the full sitting; and
- (l) Executive Council shall attend as fully funded observers.

Section 6 – Equal Opportunities Conferences

- (1) There shall be Equal Opportunities Conferences constituted in the following manner:
 - (a) a National Conference shall normally be held in Ottawa the calendar year prior to the Convention;
 - (b) the dates, location and regions attending the Regional Conferences held prior to the National Equal Opportunities Conference shall be recommended by the Equal Opportunities Committee and approved by the Executive Council;
 - (c) the Chairperson of the Equal Opportunities Committee or their alternate shall be the Chairperson of the National and Regional Conferences;
 - (d) UTE shall fund two (2) members per Local as defined in Regulation;
 - (e) members of the Equal Opportunities Committee shall be funded to attend the National Conference and the one Regional Conference in which their home local has been assigned to attend;
 - (f) it will be the responsibility of the Equal Opportunities Committee to set the agenda and workshops for the conferences. Expenses related to the agenda, the workshops, and/or items for the conferences require prior approval of the 1st Vice-President responsible for Finance, or in their absence the National President;

- (g) each Regional Conference shall normally be scheduled for one and a half (1½) days on a Saturday and Sunday;
- (h) the National Conference shall normally be scheduled for two and a half (2 ½) days on a Thursday, Friday and Saturday;
- (i) members of the Executive Council shall be funded to attend the National Conference and the Regional Conferences in which their home local has been assigned or to which locals in their region have been assigned to attend; and
- (j) notwithstanding (d), members of UTE in good standing may attend at their own expense, subject to space availability.

Section 7 – National Health & Safety Conference

- (1) There shall be a National Health and Safety Conference constituted in the following manner:
 - a) a National Conference shall normally be held in Ottawa the calendar year prior to convention;
 - b) the Chairperson of the Health and Safety Committee or their alternate shall be the chairperson of the conference;
 - c) UTE shall fund one member per workplace committee as defined in Regulation;
 - d) it is the responsibility of the National Health and Safety Committee to set the agenda and workshops for this conference;
 - e) the conference shall normally be scheduled for 2 ½ days;
 - f) members of the Executive Council shall be funded to attend the conference; and
 - g) notwithstanding (c), members of UTE in good standing may attend at their own or local's expense.

(July 2008)

b) By-Law 8 – Duties of Officers

BY-LAW 8

DUTIES OF OFFICERS

Section 1- President

The President shall:

- (1) represent UTE on the National Board of Directors of the PSAC as required by the Constitution;
- (2)
 - (a) uphold the Constitution of the PSAC and the By-Laws of UTE;
 - (b) preside at all meetings and Conventions;
 - (c) be an ex-officio member of all committees;
 - (d) perform all duties that are incidental to the office of President;
- (3) be responsible to the Executive Committee, to the Executive Council and to the Convention;
- (4) make written reports on the administration of the office and on the affairs of UTE to each regular meeting of the Executive Council and to each Convention;
- (5) be responsible for the administrative management, control and allocation of staff in the National Office;
- (6) be responsible for the receipt and keeping of all monies of UTE along with their disbursement under the direction of the Executive Council;
- (7) ensure that notices and agendas of each Executive Council, Executive Committee meeting, Presidents' Conference and Convention are prepared and circulated in advance;
- (8) be responsible for the minutes of all meetings of the Executive Council, Executive Committee and Presidents' Conferences and will countersign them along with the first Vice-President;
- (9) be responsible for the preparation of a complete record of any Convention;
- (10) ensure that copies of minutes of the Executive Council or Executive Committee meetings are sent to each Local within four (4) weeks and

- ensure that the record of any Convention is sent to each Local within four (4) months;
- (11) ensure that the National Office provides services in both official languages;
 - (12) ensure that UTE directives, policies and procedures are updated and subsequently forwarded to Locals; and
 - (13) discharge all duties and obligations imposed upon them by Convention and/or the Executive Council.

Section 2 - Vice-Presidents

- (1) The Vice-Presidents shall submit written reports on their assigned responsibilities at each regular meeting of the Executive Council and to the Convention.
- (2) If the office of President becomes vacant between conventions or the incumbent becomes unable to perform the duties of the position, the 1st Vice-President shall assume the office temporarily.
- (3) In the temporary absence of the President and with the concurrence of the President, the 1st Vice-President shall exercise all the functions and shall be vested with all the powers of the President.
- (4) In the temporary absence of the President and the 1st Vice-President and with the concurrence of the President, the 2nd Vice-President shall exercise the functions and shall be vested with all the powers of the President.
- (5) In circumstances not covered by these By-Laws, the Executive Council shall have the authority to appoint persons to these positions temporarily.
- (6) At the meetings of the National Board of Directors of the PSAC the alternate to the President shall be the 1st Vice-President or in the absence of the 1st Vice-President, the 2nd Vice-President shall be the alternate.

Section 3

The 1st Vice-President responsible for Finance shall:

- (1) ensure that the funds of UTE are handled in a sound financial manner and in the best interest of the members;

- (2) ensure that proper books, records and vouchers are kept in connection with the operations of UTE;
- (3) supply to each Executive Council meeting such statements and supportive material which will enable the Executive Council to properly evaluate and control the financial affairs of UTE;
- (4) include in the written reports to the Executive Council and the Convention the dollar amount expended by each member of the Council and the alternate for the Regional vice-Presidents for the current period as well as the cumulative amount since the last Convention; and
- (5) chair the Standing Finance Committee.

Section 4

The 2nd Vice-President responsible for Collective Bargaining shall:

- (1) oversee the implementation of the Regulation governing Collective Bargaining procedures;
- (2) issue frequent bulletins on the state of negotiations during the bargaining process;
- (3) be the Chairperson of the Standing Bargaining Committee;
- (4) participate on the PSAC/CRA Negotiating Team;
- (5) be the Chairperson of the National Collective Bargaining Committee;
- (6) be a member of the PSAC National Strike Co-ordinating Committee; and
- (7) ensures that the bargaining process for UTE is handled in a sound manner in the best interests of the members.
- (8) attends and participates in discussions and meetings in preparation for bargaining between PSAC/UTE and the employer.

Section 5

The Regional Vice-Presidents shall:

- (1) perform the duties in accordance with the guidelines established by the Executive Council by way of a Regulation;
- (2) perform such services within their region as the Executive Council may direct;
- (3) account for all expenses that are paid by UTE with respect to the position;
- (4) submit a basic report showing their activities, the expenses they incurred and other pertinent information, according to a standard format. A Regional Vice-President shall be entitled to submit a supplementary report to cover items not included in the basic report. Such supplementary reports will be considered by the Executive Council separate and apart from the basic reports and
- (5) submit annually a detailed accounting of all monies allocated to them for regional activities, including all expenses incurred. This information is to be provided to all of the locals in their region and to the vice-President responsible for Finance within 90 days of the end of the calendar year.

c) Regulation 8 – Duties of Officers

REGULATION NO. 8

8.1 DUTIES OF VICE-PRESIDENTS

(1) The 1st Vice-President:

- (a) shall attend all meetings of the PSAC National Board of Directors;
- (b) shall serve on committees.

(2) The 2nd Vice-President:

- (a) may attend as an observer one meeting of the PSAC National Board of Directors each year without taking into account the possibility of having to replace the 1st Vice-President;

- (b) shall serve on committees.

(3) The Regional Vice-President:

- (a) is to visit, at least once in each year, the Locals in their region;
- (b) attends all Executive Council, Regional and National Union Management Meetings. If no minutes are being prepared, reports in writing to the respective Locals within thirty (30) days;
- (c) arranges regional and inter-regional meetings as required;
- (d) serves on committees;
- (e) provides guidance and counselling to Local Presidents and/or Local Executives when requested or when deemed necessary. Direction may also be given by the Executive Council or National President;
- (f) acts as a representative or assists in the presentation of complaints, grievances or appeals;
- (g) assists in Local consultation when requested;
- (h) when necessary, assists in the training of Local officers through courses or seminars;
- (i) ensures effective communication is maintained to all levels of UTE;
- (j) reviews and suggests changes to Local By-laws;
- (k) performs other related duties as required;
- (l) submits to the National Office at least two weeks prior to an Executive Council meeting, written report of their activities, expenses incurred, agenda items including motions, rationale and where applicable, supporting documentation;
- (m) may attend a PSAC National Board of Director's meeting once during their current term of office regardless of the location of the National Board of Directors meeting. This is a meeting of the Regional Vice-President's choice with prior approval of the National President.

Amended December 1975
Amended March 1978
Amended September 1978
Amended August 1981
Amended September 1986
Amended July 1987
Amended July 1990
Amended September 1992

Amended September 2002
Amended December 2007
Amended July 2008
Amended June 2009

d) Regulation 9 – Duties of the Alternate Regional Vice-Presidents

REGULATION NO. 9

9.1 DUTIES OF THE ALTERNATE REGIONAL VICE-PRESIDENTS

- (1) The Alternate Regional Vice-Presidents:
- (a) assume the duties of the Regional Vice-Presidents in their temporary absence or incapacity;
 - (b) assist or replace Regional Vice-Presidents on request;
 - (c) serves on committees when appointed;
 - (d) performs such services within the region as the Executive Council may direct;
 - (e) may attend an Executive Council Meeting held at the same time as a President's Conference once each year, from July to July, in the course of his or her mandate beginning in July of convention year to July of the following convention, for a maximum of three meetings;
 - (f) submits to the National Office at least two (2) weeks prior to the Executive Council meeting a written report of their activities, expenses incurred and other pertinent information according to a standard format; and
 - (g) performs other related duties as required.

Adopted March 1982
Amended September 1986
Amended July 1990
Amended December 1992
Amended December 1996
Amended June 2000
Amended July 2002

Amended September 2008

Amended July 2005

3. LOCAL EXECUTIVE DUTIES

a) President:

- i. Preside at all meetings
- ii. Preserve order
- iii. Enforce constitution and by-laws
- iv. Exercise general supervision over local's affairs
- v. At meetings, decides all questions of law or order
- vi. Cast deciding vote where necessary
- vii. Sign all official documents and cheques
- viii. Ex-officio member of all committees
- ix. Familiarize himself with PSAC constitution, Union of Taxation Employees and local By-Laws, collective agreements and Rules of Order - Parliamentary procedure

b) Vice-President:

- i. Assist President
- ii. Preside at meetings when President absent or vacates chair
- iii. Usually succeeds President if office becomes vacant during terms
- iv. If more than one V.P. in a Local each is usually allotted responsibility for a group, i.e. professional category (Auditors - AU's), Administrative Support Category (Clerical and Regulatory - CR and Secretarial, Stenographic, Typing ST)

c) Treasurer:

- i. Maintain the books of accounts
- ii. Receive all dues, fees and other monies
- iii. Deposit into a financial institution in name of the Local (e.g. bank, co-op, trust company)
- iv. Sign cheques along with President
- v. Pay all bills after they are approved
- vi. Submit books of account for audit as required
- vii. Ensure Local receiving proper share of membership dues.

d) Secretary:

i. Recording Minutes of Meeting:

- o Time, place, date, type of meeting, etc.
- o Officers present, reasons for absence noted
- o Record motions and decisions accurately
- o Resumé remarks in minutes, of highly controversial issues explanations from the chair and/or other officers.

- When minutes read, Secretary should enquire if anyone has noted any errors or omissions then move adoption of the minutes.

ii. ***Handling of Correspondence:***

Secretary receives, discusses with President, passes to Committees and other executives as necessary.

- Set up filing system. One subject to a file and to a letter. Use reference numbers for each file.
- Review correspondence at Executive meetings.
- Note recommendations of Executive Committee, on correspondence, for ready reference at general meeting.
- Make resumé of long letters but leave complete copies available for member to read if desired.
- Outgoing letters should be short and businesslike. Be sure to make and keep a file copy - Use file numbers
- Files should be reviewed periodically and obsolete correspondence and documentation destroyed.

e) Chief Steward:

- i. Recruits stewards, organizes and coordinates the stewards' network;
- ii. Sets up and maintains a communication system amongst the Stewards and chairs Stewards' Committee;
- iii. Advises Stewards and provides guidance and support in specific technical areas;
- iv. Ensures the proper application by management and members of existing collective agreements, arbitral awards, acts and regulations;
- v. Solves problems related to the organization, maintenance and efficiency of the stewards' network;
- vi. Works in close liaison with all Stewards, Executive Officers, Committees and Component staff.

f) Stewards/Employee representatives:

- i. Ensure that your name is submitted to the Union National Office so you will get a steward's kit
- ii. Attend PSAC Stewards' Training Course as soon as possible
- iii. Attend all meetings
- iv. Keep your members informed
- v. Study the grievance procedure
- vi. Know the highlights of Public Service Appeals System
- vii. Know your agreement and your fellow workers
- viii. Contact other stewards and hold discussions with them.

4. NOMINATION AND ELECTION OF OFFICERS

The requirements to be fulfilled and the procedures to be observed in the periodical election of an organization's officers, should always be set out in the Constitution, by-laws, or such other form of regulations as may govern. It goes without saying that any such provisions should be meticulously observed. Elections affect the tender susceptibilities of people and the only safe way to prevent criticism or hurt feelings is to follow the rules with impersonal rigidity, in spite of any temptations to the contrary. Much difficulty in the conduct of elections can be avoided by adequate forethought. Elective officers usually follow a recognized progression from lower to higher offices, and if the initial election of a member at the lowest rung of this ladder is made with due recognition of his capability and willingness to proceed through the various stages, the subsequent course of events is simple and regular and possesses the considerable advantage of permitting the accumulation of experience by the member in question in the various grades of ascending responsibility.

The regular time of holding elections for officers is determined by the constitution or by-laws. Elections to fill vacancies or to select delegates or committees may be held at any regular meeting or at a special meeting called for that purpose, if no contradictory provision is included in the by-laws.

Methods of Nominating

A nomination is the formal presentation to the group, local, etc. of a candidate for an office to be filled. It may be made from the floor by a member or it may be proposed in a report of a nominating committee.

If no method of nominating and voting upon candidates is provided for in the constitution or by-laws of the organization, any member may present a motion determining the method.

When a nomination is made "from the floor" at a general meeting, it must be established immediately whether the nominee is prepared to accept the nomination. If the nominee is not present, this is properly a responsibility of the nominator; if he is, he may accept or decline on the spot. Any qualified member may nominate any other member entitled to hold office, and may make as many nominations as he pleases.

Nominations from the floor are in order as soon as the chairperson calls for them. The chairperson may say: "Nominations for the office of president are now in order".

Any member may rise and nominate another member as follows: "I nominate Mr. Y. for president". It is then in order for a member to second the nomination.

As a chairperson hears a name placed in nomination, he repeats it, and the secretary records it while another member may place the name on a blackboard or screen. No member may nominate more than one candidate for each office while other members desire to nominate candidates.

The other method of nominating is by a nominating committee. The duty of a nominating committee is to ensure that there are nominees for all the offices of the organization that are to be filled by election. They should not only select the member who, in their opinion, is best fitted for the post, but they should make certain (a) that he is qualified to stand for election under whatever rules may apply, and (b) that he is willing to stand for election. It is not normally the nominating committee's function to put forward two or more names for a single post and thus precipitate an election, although they may do so if special considerations appear to make such a course desirable.

This committee may be elected as provided in the by-laws, or if these contain no provision for the selection of a nominating committee, the organization may choose its own method. It is best that the president have no part in selecting the nominating committee and he should not serve on it, even as a member ex officio. Usually the committee is chosen at the meeting preceding the election or at an earlier meeting in order that ample time may be allowed to select candidates. Nomination for all offices filed with the Nominations Committee should be in writing, signed by a nominator and a seconder, each of whom should be a voting member. The nominating committee submits its report at the time named in its instructions or at the time provided in the by-laws. This report to the organization presents the names of one or more members as candidates for each office to be filled.

When the report of the nominating committee is presented, the persons named in the report are considered nominated just as though they had been nominated from the floor. The chairperson asks if there are any further nominations made from the floor; these are added to the list of nominees presented by the committee. The chairperson inquires: "Are there any further nominations for the office of president?" three times. If no further nominations are made, nominations cease after the third call.

If no nominations are presented, the chairperson may call for nominations for the next office.

If a nominating committee submits one name in nomination for each elective office to be filled and there are no other nominations, the committee's report may be simply adopted by majority vote of the members present and their nominees then declared duly elected by acclamation to the respective offices for whatever the term may be or until their successors are elected or appointed. The purpose of the latter alternative is to avoid a period during which there would be no

officers in the event of delayed or deferred elections. While somewhat of a technicality, it does establish a safeguard against an organization's having, strictly speaking no officers at all for a month if the former incumbents had been elected for a period of one year at an annual meeting held on, say, April the 1st and the next annual meeting for the purpose of electing officers happened to be deferred until May the 1st of the following year.

The constitution of some organizations, for example the P.S.A.C. Constitution and the Union of Taxation Employees By-laws state that the Chairperson of the Nominations Committee will conduct the elections of all officers.

Elections

After the nominations are closed, the members proceed to vote upon the names of candidates by the method laid down in the constitution or by-laws or determined by motion. If the constitution or by-laws make no provision for voting, it may be done by any of the methods which the assembly may choose.

Irregularities in an election which do not affect the result do not invalidate an election, but substantial violation of the rules does invalidate an election.

Where possible, provision should be made for voting to be by secret ballot to avoid embarrassment. In an election of officers by ballot, scrutineers should be appointed by the candidates, to watch for irregularities and look after the interests of their candidates.

Each office should be called in turn and completed before the next office is called. The candidate must have a Nominator and a Secunder.

The vote necessary to elect is usually fixed in the constitution or by-laws. Unless otherwise provided, the following rules govern:

1. When a candidate received a majority of the legal votes cast, he is elected.
2. A candidate, who receives a plurality of all the legal votes cast, or more than any other candidate, is not elected in the absence of a provision to that effect in the constitution or by-laws or standing rules.
3. When a majority vote is required and no candidate receives a majority, the vote must be retaken.

Some organizations require that when no candidate receives a majority vote, the next vote is taken on only the two candidates who received the highest vote. Others provide that the candidate with the lowest vote be dropped as each successive vote is taken.

The PSAC Constitution and the Union of Taxation Employees by-laws provide that in elections during Triennial National Conventions, election to any office shall be declared only on receipt of a clear majority of the ballots cast. The PSAC Constitution further stipulates that where more than two nominees stand for election to any one office, the election procedure shall be by way of elimination. Both the Constitution and the By-laws provide that in the event of a tie vote, the Chairperson immediately takes a second ballot without recess or adjournment. If this results in a second tie vote, the Chairperson calls a short recess.

A unanimous vote means all the legal votes cast. One common error is to suppose that a vote can be made unanimous by a motion to that effect. In elections only the candidate receiving the second highest number of votes or one of his friends should propose a motion to make a vote unanimous. This motion has no legal effect. The motion to make a vote unanimous, though intended to show solidarity, does not change the legal vote in any particular, much less make it unanimous.

An election becomes effective immediately. Unless some other time is specified in the by-laws, an officer assumes his office as soon as he has been elected. Often the by-laws provide for the installation of officers at a future meeting, and for an Oath of Office to be administered immediately before taking office. The practice in the Union of Taxation Employees is that new officers assume office at the end of the meeting.

Summary

The rules to be observed in the periodic election of an organization's officers are usually set out in the constitution or by-laws. These rules should be meticulously observed. Nominations may be made from the floor or may be proposed in the report of a nominating committee. When a nomination is made from the floor, it must be established immediately whether the nominee is prepared to accept the nomination. The rules of most organizations require that a nomination be seconded.

The other method of nominating is by a nominating committee which may be elected or selected by some other method. The persons named in the report of a nominating committee are considered nominated just as though they had been nominated from the floor. Nominations from the floor may be added to the list of nominees. No motion to close nominations is necessary, and the election may begin as soon as there are no further nominations. If a committee submits only one name for each elective office, and there are no other nominations, the committee's report may be adopted by majority vote and the nominees declared elected by acclamation. In some organizations the Chairperson of the Nominations Committee conducts the election.

In some cases, the constitution or by-laws provide for the method of voting. Where possible, voting should be by secret ballot and scrutineers should be appointed. Irregularities in an election which do not affect the result do not invalidate an election. The vote necessary to elect should be specified in the constitution or by-laws. If not, when a candidate receives a majority of the votes cast he is elected. If no candidate receives a majority, the vote must be retaken. Usually this means that the next vote is taken only on the two candidates who received the highest vote, or the candidate with the lowest vote is dropped as each successive vote is taken. A motion to make a vote unanimous does not change the legal vote nor make it unanimous. It is used merely to demonstrate the solidarity of the organization. Unless some other time is specified in the constitution or by-laws, election becomes effective immediately or at the end of the meeting. In some organizations an Oath of Office is administered before the successful candidates take office.

5. POLICIES IN UTE REGULATIONS

a) Regulation 15 – Funding for Non-UTE Events

15.1 FUNDING FOR NON-UTE EVENTS POLICY

- (1) UTE members, other than Executive Council or National Committee members, attending a non UTE event may request funding for two (2) of the following costs if they are not being reimbursed by any other organization for the same costs, unless approved by the President. The cost for transportation will be the most economical means for example seat sales, mileage:
 - (a) transportation;
 - (b) accommodation;
 - (c) per diem;
 - (d) lost wages; or
 - (e) registration fees.
- (2)
 - (a) The non UTE Union events must have prior approval of the Executive Council for UTE members to qualify for funding;
 - (b) Between Executive Council meetings and under extenuating circumstances non UTE events may receive prior approval of the President and the 1st Vice-President. Such approval shall be reported at the next Executive Council meeting. Such approval shall not unreasonably be withheld.
 - (c) All documentation regarding the event must be received prior to approval in (a) or (b) above.
- (3) Once the event has prior approval of the Executive Council or the President and the 1st Vice-President, the member may submit their request for funding directly to the Regional Vice-President who shall forward it to the 1st Vice-President or in their absence to the President with a recommendation.
- (4) Members who receive UTE funding for such events shall submit a report to the President within sixty (60) days of the event. The report shall include the value of the event for themselves and/or other UTE members and the topics covered.

15.1.1 General

- (1) This policy does not cover attendance at conventions.
- (2) No one event may exceed ten thousand dollars (\$10,000).

Adopted March 1998
Amended Sept. 1998
Amended December 2001

Amended July 2005
Amended June 2006

b) Regulation 16 – Local Loans

16.1 LOCAL LOAN POLICY

16.1.1 Loans to Locals

- (1) UTE may loan to any local part or all of a request for funds needed for Union business.
- (2) There shall be a written “loan agreement” between UTE and the local requesting the loan. UTE shall prescribe the details of a standard “loan agreement” document. The standard “loan agreement” shall be signed by the President and the 1st Vice-President, as well as, two local authorized persons.
- (3) All requests for a loan shall be subject to the review of the UTE National Finance Committee. The UTE National Finance Committee shall take into consideration the local’s ability to repay when considering a request for a loan.
- (4) If a loan request is approved by the UTE National Finance Committee they shall recommend the payment of the loan to the Executive Council. A loan shall be granted upon a two thirds (2/3) majority vote in favour by the Executive Council in session.
- (5) If a loan request is denied by the UTE National Finance Committee they shall state their reasons for the denial, in writing, to the requesting local.
- (6) At no time shall UTE have more than one hundred thousand dollars (\$100,000) in outstanding loans to locals.

16.1.2 Terms and Conditions for a Loan

- (1) The minimum monthly amount of a loan repayment is one hundred dollars (\$100). These repayments shall be deducted by UTE from the local’s monthly dues cheque before forwarding the local dues to the local.
- (2) The maximum number of months for any loan repayment is thirty-six (36).
- (3) All loans shall have interest calculated at the current Guaranty Investment Certificate (GIC) rate at the time of the loan.

16.1.3 Request Procedure for a Loan

- (1) The requesting local shall submit to UTE a Business Case for the loan. The Business Case, at a minimum, shall include: the amount of the loan, the reason for the loan, a repayment schedule and the amount, if any, that the local is expending themselves.

- (2) The requesting local shall submit to UTE a copy of the minutes from an Annual General Meeting or Special Meeting where the authorization for the loan was discussed and passed by the membership.
- (3) The requesting local shall submit to UTE a current set of Financial Statements.

Adopted September 1998.

c) Regulation 17 – Computer Loans

17.1 COMPUTER LOAN POLICY

17.1.1 Policy

- (1) UTE shall loan to any local part or all of the funds required purchasing a computer and printer subject to the procedures outlined in this Regulation.

17.1.2 Procedure

- (1) All requests for a loan shall be subject to the approval of the UTE National Finance Committee who shall take into consideration the local's ability to repay.
- (2) The Local shall submit to the UTE National Finance Committee a copy of the minutes authorizing the loan as discussed and passed by the membership at the Annual General Meeting or Special Meeting.
- (3) The local shall submit to UTE National Finance Committee a current set of Financial Statement.
- (4) The local shall submit the amount of the loan and their proposed repayment schedule.
- (5) The UTE National Finance Committee shall state the reasons for the denial, in writing, to the requesting local.

17.1.3 Terms and Conditions

- (1) UTE shall prescribe the terms and conditions of the loan in a written contract.
- (2) The minimum monthly repayment of one hundred dollars (\$100.00) shall be deducted by UTE from the local's monthly dues cheque.
- (3) The maximum length of the loan shall not exceed thirty-six (36) months.
- (4) Any loans under twelve (12) months shall be interest free.
- (5) All loans over twelve (12) months shall carry the interest calculated at the current rate of a Guaranty Investment Certificate (GIC) for the entire period of the loan.
- (6) The President and the 1st Vice-President and two (2) persons authorized by the local shall sign the contract.

Adopted December 1997
Amended March 2000

Amended March 2002
Amended December 2002

d) Regulation 18 – Alternate Location Fund

18.1 ALTERNATE LOCATION FUND

18.1.1 Alternate Location Fund Policy

- (1) Locals having members who work in locations situated more than one hundred (100) kilometres away from the local and who must communicate with its members by either visiting these locations or bringing activists from locations to local meetings may access this fund once per calendar year, for each of its locations.
- (2) A budget of ten thousand (\$10,000) per year be allotted for this fund.

18.1.2 Procedure

- (1) The local president must submit their request in writing and receive prior authorization from the President or the 1st Vice-President.
- (2) The request must include the nature of the event and an explanation of how the local will use the funds.
- (3) When the funds are utilized by a member who lives in a location, the local will be reimbursed for two (2) of the following costs:
 - (a) travel;
 - (b) accommodation;
 - (c) per diem; or
 - (d) loss of wages.
- (4) The local may also request funding for other forms of communication or participation of members i.e. conference call, group bussing to events and any other reasonable situation.
- (5) When the fund is to be utilized by local executives to visit a location, UTE will fund two members of the Local Executive to visit the location.

Adopted March 2000
Amended December 2001
Amended June 2002
Amended July 2002
Amended September 2003

e) Regulation 19 – Local Translation Fund

19.1 LOCAL TRANSLATION FUND GUIDELINES

19.1.1 The \$5000.00 local translation fund be allocated as follows:

- (1) The fund will be distributed on a first come first served basis.
- (2) A local may not use more than \$1000.00 per year.
- (3) It is the responsibility of the local to get prior written approval from the 1st Vice-President or in their absence the President to expend these funds. This approval is on the financial amount not on content.
- (4) Translation completed without prior authorization will be the responsibility of the local.
- (5) The local will submit the invoice to the National Office for payment.

Adopted December 2002
Amended December 2006

f) Regulation 20 – Members with Disability

20.1 MEMBERS WITH DISABILITY

- (1) UTE shall establish an assistance fund for Locals to ensure that members with disability are informed about union activities and given access to them.
- (2) A budget of five thousand (\$5000) per year shall allotted for this fund.
- (3) Locals applying for this fund shall be asked to submit the following information in writing:
 - (a) The type of activity, dates and location where the activity will take place, the amount or estimated amount of the request and;
 - (b) The reason for requesting assistance.
- (4) The request for funding shall be submitted to the 1st Vice-President responsible for Finance for approval or in their absence, the President.
- (5) The Local, after spending the funds, shall submit an expense claim with all receipts.

20.2 ACCESSIBILITY AND DISABILITIES

- (1) UTE shall complete a pre-assessment for accessibility of all facilities and technical aids required prior to the booking of a UTE sponsored event;
- (2) The pre-assessment shall be completed in consultation with a member of a UTE Equal Opportunities Committee, i.e. (local, regional or national) as the event dictates.
- (3) All conferences, conventions and caucus held for members with disabilities, shall be accommodated with recognition for the need for dietary requirements, medication, mobility assistance, etc. (i.e. diabetics, brain tumor- require medication with or after scheduled meals).

20.3 ALTERNATE FORMAT

- (1) UTE will provide information and publications in alternate format to its identified members.

Adopted March 2001
Amended December 2001
Amended September 2002

Amended March 2007

g) Regulation 26 – Discipline Procedures

26.1 DISCIPLINE PROCEDURES

26.1.1 General

- (1) Notwithstanding the procedures contained in this Regulation, disciplinary procedures may be initiated in accordance with the By-Laws at a higher level than where the actions giving rise to disciplinary action occurred.
- (2) Any accusation(s) which is found to be frivolous or intended to harass, embarrass, or discredit a member or members may result in a recommendation of disciplinary action to be included in the committee report.
- (3) Any member against whom an accusation of misconduct is alleged shall not be a member of the Committee established to investigate the allegation(s), and shall not be given voice or vote in the decision to accept or reject the findings and recommendations of such a committee.
- (4) Should the Committee in the process of their investigation receive information that leads to other provisions of the By-Laws, the Committee shall notify the member(s) concerned in writing and provide an opportunity for the member(s) concerned to respond. This information now becomes part of the investigation.
- (5) The procedure for dealing with any disciplinary situation which may arise at the local, PSAC Regional Area Council, PSAC National Board of Directors or Alliance Executive levels as found in the Constitution.
- (6) The procedure for dealing with any disciplinary situation, which may arise, which is not specifically outlined under this Regulation, shall be deemed to be covered and processed within the spirit and intent of this Regulation.

26.2 INVESTIGATION PROCEDURES

- (1) Any and all allegations against a member shall be in writing, signed by the member(s) putting forth the allegation(s), and submitted to the appropriate body for consideration:
- (2)
 - (a) allegations at the local level shall be submitted to the Local Executive;
 - (b) allegations that involve member(s) from more than one Local in a region shall be submitted to the Regional Vice-President;
 - (c) allegations that involve member(s) from more than one region shall be submitted to the President;

- (d) allegations against Regional Vice-Presidents or Vice-Presidents shall be submitted to the President;
 - (e) allegations against the President in the capacity of component President shall be submitted to the 1st Vice-President;
 - (f) allegations against the President in the capacity of a member of the National Board of Directors shall be submitted to the PSAC Executive Committee.
- (3) The appropriate executive body receiving the allegation(s) shall determine whether *evidence warrants an investigation. If so, it shall establish an internal or external impartial investigation committee consisting of three (3) people to investigate and assess the allegation(s), including the receipt of oral and written evidence. (*evidence in that there must be some supporting documentation that the allegations are valid. It does not mean that conclusive evidence must be presented nor does it mean that the body concerned is accepting or rejecting the supporting documentation.)
- (4) The Committee shall provide the member against whom the allegation has been made with a copy of the written accusation(s). The member(s) submitting the allegation(s) and the member(s) against whom the allegation has been made, shall be afforded the right to appear before the Committee. The Committee may interview witnesses.
- (5) The Committee shall submit a committee report to the member against whom the allegation(s) has been made, the member(s) who submitted the allegation(s) and the appropriate body who established the Committee.
- (6) The committee report shall consist of one or two parts, depending on whether the allegation(s) are upheld by the Committee:
- (a) Part I shall include a finding of fact for each accusation(s) and a determination whether a contravention of the By-Laws occurred. This part of the Report may also include a determination whether any accusation is found to be frivolous or intended to harass, embarrass or discredit a member.
 - (b) Part II shall indicate if corrective action is recommended including any specific disciplinary action such as, suspension from membership and/or removal from office.
 - (c) The committee report shall be dated and signed by the three people on the Committee and shall not be amended. The appropriate body that established the Committee must be satisfied that the proper procedure

has been followed by the Committee and shall vote whether to accept the committee report in accordance with General Provisions 26.1.1(3).

- (7) If disciplinary action is not recommended, the appropriate body shall review and vote whether to accept the committee report. A simple majority vote of those in attendance shall determine acceptance. All decisions shall be conveyed in writing to the persons involved.
- (8) If disciplinary action is recommended at the national level, the committee report shall be subject to acceptance by a two-thirds (2/3) majority vote at a meeting of the Executive Council. Should the committee report recommendations not receive two-thirds (2/3) acceptance, rationale for the rejection must be provided.
 - (a) If the Executive Council accepts a recommendation of removal from office, the President shall provide the member(s) concerned with written notice that an appeal may be submitted to the PSAC National Board of Directors within sixty (60) calendar days of receipt of the disciplinary notification.
 - (b) If the Executive Council accepts a recommendation to suspend or expel from membership the President shall submit such recommendation to the PSAC National Board of Directors together with all relevant documentation.

26.3 GUIDELINES FOR INVESTIGATION PROCEDURES

26.3.1 Investigation Committee

- (1) The role and responsibilities of the Committee include:
 - (a) providing the member accused with a copy of the written accusation(s);
 - (b) ensuring the investigation is impartial and is seen as such by all parties;
 - (c) investigating the allegations with appropriate discretion and ensuring that the investigation is done in a timely fashion;
 - (d) interviewing witnesses and reviewing all relevant documents identified by the parties;
 - (e) submitting a written report to the body which established the Committee, the member making the accusation and the member accused.

26.3.2 Investigation Procedures

- (1) The members of the Committee shall develop the appropriate methodology for the investigation based on the allegation(s) and the mandate of the Committee.

- (2) The member making the accusation and the member accused may provide the Committee with a list of witnesses to be interviewed by the Committee. A witness is an individual who witnessed the alleged misconduct or who has some other type of relevant information that will assist in determining whether a contravention occurred. The committee shall determine which witnesses they believe may have relevant information related to the allegation. A process for interviewing witnesses shall be developed, for example, the Committee may determine whether witnesses shall be given the option of providing a narrative in their own words, respond to questions from the Committee, or a combination of both.
- (3) The committee shall ensure that:
 - (a) witnesses are advised of the mandate of the Committee;
 - (b) witnesses are aware that they may be accompanied by a person of their choice to the interview;
 - (c) interviews are conducted in an appropriate confidential area;
 - (d) the applicable portion of the draft report be sent to witnesses for review of their statements when such statements are used in the report;
 - (e) all Committee members take their own notes during the interview.

26.3.3 Committee Report

- (1) As required by this Regulation, the committee report shall be written in one or two parts. Part 1 shall include a finding of fact for each allegation and a determination whether the contravention of the constitution, Local, and/or UTE, and/or PSAC By-Laws occurred. This part of the report may also include a determination whether any allegation is found to be frivolous or intended to harass, embarrass or discredit a member.
 - (a) Part I of the committee report might also include:
 - (i) committee composition;
 - (ii) description of the alleged misconduct;
 - (iii) mandate of committee;
 - (iv) methodology (including reference materials, list of witnesses and dates of interviews.);
 - (v) findings.
 - (b) Part 2 of the report shall indicate whether corrective action is recommended including any specific disciplinary action. When an

allegation of misconduct involves harassment, the committee report shall not include the actual names of those involved with the exception of the name of the individual who is recommended for discipline. This measure shall provide some confidentiality in the event that the committee report is submitted to the Executive Council and included in the minutes.

- (2) The committee shall submit a draft copy of the final report to the body that authorized the establishment of the committee for review and amendments if deemed necessary, prior to sending it to the Executive Council. Any amendments must be agreed to by the committee; such amendments shall be for clarification or process purposes only.

26.4 APPEAL PROCESS

- (1) The appeal hearing shall be established within a three-month (3) period unless the time-frame is extended by a mutual agreement of the parties concerned or if the Executive Council determines that extenuating circumstances prohibit the establishment of the appeal hearing within the above-noted time-frame.
- (2) If disciplinary action is recommended at the local level, the Local Executive shall submit the committee report at a special or general meeting of the Local and shall be subject to the acceptance of two-thirds (2/3) of those members in attendance in accordance to General Provisions 26.1.1. Should the committee report recommendations not receive two-thirds (2/3) acceptance, rationale for the rejection must be provided.
- (3) If the Local meeting accepts a recommendation of removal from office, the Local Executive shall convey in writing that decision to the member or members concerned together with written notice that an appeal may be submitted to the President within sixty (60) calendar days of receipt of the disciplinary notification.
- (4) The appellant has the right to be heard and to be represented at the appeal hearing.
- (5) The appeal decision of the Executive Council shall be final and binding on all parties to the appeal.
- (6) The UTE shall be responsible for the cost of the hearing and the expenses as follows:
 - (a) each party shall be responsible for his/her own expenses, except that if the appellant's appeal is successful, the appellant may be entitled to reasonable expenses as determined by the Executive Council;
 - (b) the expenses of the representative of the appellant shall be borne by the appellant;

- (c) each party shall normally be responsible for any expenses incurred as a result of testimony from any witness they wish to call. However, where the appeal is upheld, the appellant may, in extenuating circumstances, request full or partial payment of reasonable expenses incurred by witnesses for the appellant. Such expenses whose reasonableness shall be determined solely by the Executive Council.

26.5 GUIDELINES FOR APPEAL PROCESS

- (1) The appeal process is an informal one so that it is accessible to all members and shall allow the parties involved to be heard. The procedure shall be as follows:
 - (a) The appellant or their representative shall make a presentation to the Executive Council outlining why he/she does not believe the removal from office, or other disciplinary action is justified;
 - (b) any witnesses for the appellant shall make a presentation to the Executive Council outlining any role they were involved with which impacted upon the removal from office, or other disciplinary decision;
 - (c) the representative from the appropriate Local shall make a presentation to the Executive Council outlining why the action to remove from office, or other disciplinary action was taken;
 - (d) any witnesses for the Local shall make a presentation to the Executive Council outlining any role they were involved with which impacted upon the removal from office, or other disciplinary action decision;
 - (e) the Executive Council members may ask questions of clarification, which arise from the presentations;
 - (f) both the appellant and representative from the Local shall be provided with an opportunity to make a closing summary;
 - (g) the Executive Council members shall render a written decision. The President shall forward the decision to the parties involved.

26.6 REMOVAL FROM OFFICE

- (1) Notwithstanding the above, the removal from office provisions of this Regulation shall be deemed to have been complied with by a Local under the following conditions:
 - (a) When provision is made in the Local by-laws for a referendum vote of the membership of the particular constituency represented by the officer

proposed for removal from office;

or,

- (b) When, in the case of an officer who was elected by representatives rather than by direct membership election, provision is made in the Local by-laws for a vote by representatives of the particular constituency represented by the officer proposed for removal from office.

Adopted September 1978
Amended December 1992
Amended March 1993

Amended December 1996
Amended June 2000
Amended March 2002

Amended July 2005
Amended June 2006

6. GRIEVANCES

1. UTE/CRA GRIEVANCE PROCEDURE

One of the fundamental objectives of the *Public Service Alliance of Canada* as outlined in Section 3, Sub-section (2) of the Constitution is:

"To obtain for all public service employees the best standards of compensation and other conditions of employment and to protect the rights and interests of all public service employees."

In order to fulfill the latter part of this objective, it became necessary to have in place a system which would effectively provide this protection for employees.

Although an Appeal System existed for a number of years, it was quite restrictive and the Alliance, as well as its predecessors, fought for many years for a systematic method of dealing with any complaint that an individual or group of individuals may have in relation to their terms and conditions of employment. With the advent of collective bargaining in the federal public service, the Alliance was successful in having legislation enacted which provided for, amongst other things, a formal system for the resolution of employee complaints. This system is commonly referred to as the Grievance Procedure.

Until April 1, 2005, it was Section 91 of the PSSRA. As of April 1, 2005, it is now Section 208 of the Public Service Labour Relations Act (PSLRA) and Article 18 of the Program Delivery and Administration Services Agreement. Section 208 of the PSLRA, is one of the authorities under which we have the right to grieve.

Section 208 of the Act reads as follows:

PART 2 GRIEVANCES

Interpretation

Individual Grievances

Presentation

Right of
employee

- 208.** (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved
- (a) by the interpretation or application, in respect of the employee, of
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the employer, that deals with terms and conditions of employment, or
 - (ii) a provision of a collective agreement or an arbitral award; or
 - (b) as a result of any occurrence or matter affecting his or her terms and

conditions of employment.

- Limitation** (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- Limitation** (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.
- Limitation** (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.
- Limitation** (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Act.
- Limitation** (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- Order to be conclusive proof** (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

This legislation provides for basically one substantial right for employees, the right to grieve. There are a number of limitations as well, however, under this section of the act:

1. There must be no other administrative procedure for redress provided in or under an Act of Parliament, other than the Canadian Human Rights Act.
2. The grievor must have the approval of and be represented by the bargaining agent if the grievance relates to the interpretation or application of a provision of a collective agreement or an arbitral award.
3. A grievance cannot deal with the right to equal pay for work of equal value.

4. A grievance cannot be filed if an employee elects to use an established complaint procedure if that procedure expressly stipulates that upon such an election, a grievance cannot be filed.
5. A grievance cannot be filed against any instruction, direction or regulation made by or on behalf of the Government of Canada in the interest of the safety or security of the country.

As we can see from our examination of Section 208 of the Act, this legislation provides only for one basic right and some specific limitations. We know, however, that there are many more rules and regulations governing the grievance process. Part 2 of the PSLRA (sections 206 to 238) outlines the legislative provision governing the grievance process. Sections 237 and 238 also authorize the Public Service Labour Relations Board to make regulations in relation to the grievance procedure.

Section 237 and 238 of the Act reads as follows:

Regulations	<p style="text-align: center;">Regulations</p> <p>237. (1) The Board may make regulations respecting the processes for dealing with grievances, including regulations concerning</p> <ul style="list-style-type: none"> (a) the manner and form of presenting a grievance and, in the case of group grievances, the form of the consent of the employees concerned; (b) the maximum number of levels in each grievance process; (c) the manner in which employees are to be advised of the names of the persons whose decision on a grievance constitutes a level in the grievance process, including the final level; (d) the time within which a grievance may be presented at any level in a grievance process; (e) the circumstances in which any level below the final level in a grievance process may be eliminated; (f) the manner in which and the time within which a grievance may be referred to adjudication after it has been presented up to and including the final level in the grievance process; (g) the establishment of rules of procedure for the hearing of a grievance; (h) the specification of the time within which and the persons to whom notices and other documents must be sent or given under this Part, and when the notices are deemed to have been sent, given or received; and (i) the manner of giving notice of an issue to the Canadian Human Rights Commission under this Part.
Application of regulations	<p>(2) Regulations made under subsection (1) respecting individual, group or policy grievances do not apply in respect of employees included in a bargaining unit for which a bargaining agent has been certified by the Board to the extent that the regulations are inconsistent with any provisions contained in a collective agreement entered into by the</p>

bargaining agent and the employer applicable to those employees.

Regulations

238. The Board may make regulations respecting
(a) the manner of giving notice under subsection 223(1) and the time for making objections under paragraph 223(2)(c); and
(b) the manner in which and the time within which boards of adjudication are to be established.

Pursuant to this authorization under Section 237 and 238, the Public Service Labour Relations Board has in fact made regulations and these regulations are outlined in part under Part 2, Section 61 to 106 of the Public Service Labour Relations Board Regulations.

Article 18 of the Collective Agreement also affords employees the right to grieve. This article also establishes procedures governing the grievance process.

As the Regulations may be modified from time to time by the PSLRB and as the provisions of the Collective Agreement may be altered through the collective bargaining process, it is possible that provisions contained in Article 18 may conflict with similar or identical provisions contained in the Regulations.

As a result, Section 237(2) of the Act has this to say.

237. (2) Regulations made under subsection (1) respecting individual, group or policy grievances do not apply in respect of employees included in a bargaining unit for which a bargaining agent has been certified by the Board to the extent that the regulations are inconsistent with any provisions contained in a collective agreement entered into by the bargaining agent and the employer applicable to those employees.

In other words, where there is a conflict between the provisions contained in the Regulations and the Collective Agreement, the Collective Agreement shall prevail.

Article 18 of the Program Delivery and Administration Services Agreement and Part 2 of the PSLRB Regulations outline specific rights and obligations for employees, the Union and the employer. As a steward, it will be very important for you to know and understand these rights and obligations.

The grievance procedure has been established to protect the interests of employees. You will soon see, however, as you gain experience, that it doesn't always appear to be true. Consequently, it becomes incumbent upon you as a steward to make sure that the members' rights and interests are protected by knowing the law thoroughly as it relates to grievances and the grievance procedure.

2. Classes of Grievances

Now that we have learned about the rights and obligations prescribed under the law surrounding the grievance procedure, we will examine how the law applies to specific types of grievances. Before we discuss these classes of grievances, however, we must fully understand what a grievance is and be able to distinguish between a complaint and a grievance.

COMPLAINT: *An expression of any problem which relates to one's terms or conditions of employment, but which does not relate to a subject for which another administrative procedure for redress is provided by law.*

GRIEVANCE: *A written complaint.*

The complaint procedure that we speak of here is not one recognized under the PSLRA or PSLRB Regulation. Although the complaint procedure is not formally recognized under legislation or regulation, it is a commonly acceptable method of resolving members' problems. This process to which we refer has been around long before alternative dispute resolution or other such processes. The complaint process, if approached properly, can quite often be the most expeditious means of resolving problems in that it provides the member and/or the Union an opportunity to discuss a member's problem with management in a less than formal atmosphere in an attempt to resolve the problem before presenting a formal grievance. In addition, it allows the manager the opportunity to correct the problem outside of the formal grievance procedure. By discussing the member's problem and the possible remedies in this somewhat informal process, it allows for a more flexible position on the part of both the member and the manager and may quite often lead to an acceptable solution for both parties.

Throughout this complaint process, however, the steward must remain ever aware of the 25 day time limit for filing a grievance and if it appears that the complaint will not be resolved within the prescribed time limits, the steward should ensure that a formal grievance is presented or that notice is given and agreement obtained under clause 18.01 to hold the grievance in abeyance pending informal discussions.

Quite often, as well a problem may not be remedied during the complaint stage due to the inflexible position of the manager or the member or due to the fact that the manager may not have the authority to grant the required corrective action. In those cases, a grievance will also have to be presented by the employee within the prescribed time limits.

If the complaint process is unsuccessful for any reason, it becomes extremely important for you to determine whether the member has a legitimate grievance and if so, what type of grievance should be filed. This is usually the part where the member needs the

most advice and guidance as there are several types of grievances, involving different procedures, different levels and different time limits. Therefore, let us now examine these different types of grievances and determine how the procedure applies to each type.

Until the proclamation of the Public Service Labour Relations Act, there were basically six classes of grievances. Two new classes of grievances have now been introduced as well through this legislation, the Group Grievance and the Policy Grievance. The first type which we will study is what is commonly referred to as Staff Relations Grievances.

a) Staff Relations Grievances

This type of grievances is the most common type of grievance. It does not involve discipline or discharge. It does not relate to the application or interpretation of the collective agreement or an arbitral award. It does not relate to the classification of one's position and it does not involve the CRA's Mobility, Occupational Safety and Health or Bilingual Bonus policies (what were once the NJC Policies). Frequently, you will find that these grievances will include problems concerning Agency policies and procedures, work reviews and performance reviews, management decisions not restricted by the collective agreement, and personality conflicts with supervisors. This list is not intended to be all inclusive, but does represent the vast majority of subjects which will result in the presentation of a Staff Relations Grievance.

The major difference between this class of grievance and a collective agreement grievance or a discharge/suspension grievance is that it cannot be referred to Adjudication.

Time Limits

In order to present a Staff Relations Grievance, the grievor has 25 working days in order to submit the grievance from the date on which he/she was notified orally or in writing or on which he/she became aware of the action or circumstances giving rise to the grievance.

If the grievor is not satisfied with the settlement or decision rendered by the Employer with respect to his/her grievance, he/she may transmit the grievance to successive levels of the grievance procedure. In order to transmit a grievance to the next level, the grievance transmittal form must be presented within 10 working days after a written grievance reply is received. If no reply is received from the Employer within 15 working days, the grievance must be transmitted within the next 10 working days. At the final level of the grievance procedure, the Employer has 30 working days in which to respond. The Final Level Reply for these grievances is binding, however, because as was stated earlier, this type of grievance is not adjudicable.

Time limits may be extended as long as it is by mutual agreement between the grievor, the Employer and where applicable, the Union. In addition, grievance levels may also be waived by mutual agreement or the grievor may elect to waive either level 2 or 3 by virtue of clause **18.08** of the *Program Delivery and Administration Services Agreement*.

If an agreement is reached to extend time limits or waive levels, a short memorandum of agreement should be drafted and signed by the grievor, the manager and where applicable, the Union. In addition, if the grievor elects to waive level 2 or 3, the file should be notated accordingly.

From time to time, when talking of grievance time limits, we have referred to working days. "WORKING DAYS" are defined under clause 18.02 which states:

18.02 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

b) Collective Agreement/Arbitral Award Grievances

These grievances are also a common type of grievance. These grievances result from an alleged misinterpretation or misapplication of a collective agreement or an arbitral award. The major difference between this class of grievance and the Staff Relations Grievance is that these grievances are indeed Adjudicable. In other words, the Employer's final level decision is not binding and in fact, the matter may be referred to an officer or tribunal of an independent third party, the Public Service Labour Relations Board. With respect to these grievances, however, the Alliance must approve the referral to Adjudication and must agree to represent the grievor at Adjudication.

Time Limits and Grievance Levels

The time limits for presentation and transmission of these grievances are the same as the time limits for the Staff Relations Grievances. In addition, there are also four levels in the process for these grievances as well as the forum of Adjudication. Furthermore, these grievances are subject to the same conditions for extension of time limits and for the waiving of levels.

c) Disciplinary Grievances

There are two types of disciplinary grievances; the first being discipline resulting in a suspension or financial penalty and the second being discipline without a suspension or financial penalty. It is very important to be able to distinguish between these two types of disciplinary grievances as the first type is adjudicable while the second is not.

Clause 18.21 of the Program Delivery and Administration Services Agreement reads as follows:

18.21 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- a) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award,
- or
- b) disciplinary action resulting in termination of employment pursuant to paragraph 51(1)(f) of the Canada Revenue Agency Act, suspension or financial penalty,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the Public Service Labour Relations Act and Regulations.

As a result, grievances against disciplinary penalties such as oral reprimands, written reprimands and counselling sessions cannot be referred to adjudication. However, grievances relating to disciplinary actions such as suspensions without pay and the levying of financial penalties without suspension are adjudicable.

In addition, while a grievance against the collective agreement or an arbitral award requires the approval of the Alliance in order to refer it to adjudication, the same does not hold true for a grievance against a disciplinary action resulting in financial penalty. For such grievances, an employee may refer the grievance to Adjudication. We do not recommend this approach, however, if an employee is seeking Alliance representation as it is the normal practice of the Alliance to refer all disciplinary grievances to Adjudication.

Time Limits and Grievance Levels

The time limits for disciplinary grievances are the same as for the other types of grievances that we have previously dealt with. That is, an employee has 25 working days in order to present the grievance and has 10 working days in order to transmit the grievance from the date the reply was received or 10 working days to transmit if no reply was received within 15 working days. In addition, there are four levels in the process for these grievances and as we discussed, the process of Adjudication for discipline resulting in financial penalty. As well, these grievances are subject to the same conditions for extension of time limits and the waiving of levels as the other classes of grievances with which we have already dealt.

d) Termination of Employment and Demotion Grievances

Clause 18.17 of the Collective Agreement reads:

18.17 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 51(1)(f) or (g) of the *Canada Revenue Agency Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

In effect, what this clause tells us is that for grievances against termination of employment and demotion, there is only one level in the grievance process, the final level. Grievances of this nature are to be referred directly and expeditiously to the National Office as these grievances are the responsibility of the Union of Taxation Employees at the National Office level.

In addition, clause 18.21 of the Collective Agreement reads:

18.21 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

(a) the interpretation or application, in respect of him or her, of a provision of this Agreement or a related arbitral award,

or

(b) disciplinary action resulting in termination of employment pursuant to paragraph 51(1)(f) of the *Canada Revenue Agency Act*, suspension or financial penalty,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

You will note that, unlike clause 18.17, the matter of demotion is not subject to arbitration. In negotiating this clause, the parties intended that non-disciplinary demotions be dealt with in another forum and subsequently, an Independent Third Party Review Process was established following the final level of the grievance process to address this matter. It is the position of UTE that where an employee is demoted for disciplinary reasons, the matter is indeed adjudicable. As a result, if the final level of the grievance procedure proves to be unsuccessful, we recommend that the grievance be referred to adjudication and that concurrently, the employee should file a request for an ITPR with a request that the ITPR be held in abeyance pending the Public Service Staff Relations Board's disposition of the referral to adjudication.

Again, like Disciplinary grievances, a grievor may refer a grievance concerning his/her termination or disciplinary demotion to Adjudication without going through the Alliance, but again we recommend against this approach as it is the normal policy of the Alliance to refer these types of grievance to Adjudication.

Time Limits and Grievance Levels

Again, for these types of grievances, an employee has 25 working days in order to present a grievance against his/her termination of employment or demotion. As was stated earlier, this grievance is referred immediately to the Final Level where the Agency has 30 working days in order to reply. The Final Level in this process cannot be waived or eliminated. In fact, for all classes of grievances, the grievance must always be heard at the Final Level by virtue of the Public Service Labour Relations Board Regulations and consequently, the Final Level can never be waived or eliminated. Time limits may be extended, however, by mutual agreement between the Employer, the grievor and where applicable, the Union.

e) Classification Grievances

As the Public Service Labour Relations Act does not allow for the classification of positions to be the subject of bargaining in the federal public service, no mention of the classification process is contained in the Collective Agreements. As a result, classification is the sole unfettered right of the Employer. The P.S.L.R.B. Board Regulations, however, allows for employees to file grievances with respect to the classification of their positions.

The classification grievance procedure is a one-step procedure. The grievance is filed with the member's immediate supervisor or local officer-in-charge who will transmit it directly to the Agency's head office (final level). In addition, the steward must immediately refer the grievance to the Component National Office who will forward it to the Alliance's Classification Section for review. When sending the grievance to the Component National Office for re-routing to the PSAC, the grievance file should include at least the following items:

- the grievance presentation form;
- a signed copy of the current job description with the point rating for the position;
- an approved organizational chart showing the relativity of the position to others in the organization; and
- a narrative summary of the significant aspects of the job and the member's rationale for filing the grievance.

Upon receipt of this information, the Alliance's Classification section will review

the classification of the position and advise the member of his/her chances of success. If the PSAC recommends that the grievance should be pursued, a PSAC Classification Officer will represent the grievor before the Employer's Classification Review Board. Should the PSAC recommend, however, that the grievance not be pursued, the grievor may elect to withdraw the grievance or to proceed on his/her own without Alliance representation. The latter is not recommended, however, as the Alliance's Classification Officers are specialists in the area of classification and a grievor may find his/her position being classified downwards should the Classification Review Board decide that the position was erroneously classified at the current level.

Furthermore, the decision of the Classification Review Board is final and binding and a member may not again challenge the classification until such time as the duties of the position change significantly.

One of the most common occurrences in the Classification Grievance Procedure is when an employee grieves the Classification of his/her position because he/she feels that he/she is completing additional duties which are not contained in his/her job description. In this case, before presenting a classification grievance, the employee must first ensure that his/her job description is complete and accurate. Thus, the employee should take the following steps before presenting the classification grievance:

- (1) Obtain a copy of the most current job description and compare it to the duties actually being performed.
- (2) Prepare a list of the duties being performed which are not contained in the job description.
- (3) Prepare a memorandum to his/her immediate supervisor advising that the job description is not complete and accurate and request that the job description be rewritten to accurately reflect the duties being performed. Provide the list of additional duties as an attachment with the memorandum.
- (4) If the Employer responds that he/she is not required to perform those additional duties, he/she should cease performing those duties immediately.
- (5) If the Employer responds that the duties are already included in the job description or that he/she is required to perform the duties listed, but refuses to provide a complete and accurate job description including the duties identified, the member should file a job description grievance immediately stating that the job description does not accurately reflect the duties being performed and asking that a new job description be completed to include the additional duties identified and that the job

description be properly point rated and classified.

- (6) Upon receipt of the finalized job description, submit the classification grievance.

Unlike the other types of grievances which we have examined, the Employer has 60 days rather than 30 days to respond to a Classification Grievance. As was stated earlier, there is only one step to this procedure and thus, levels cannot be waived. Time limits can be and usually are extended due to the heavy volume of classification grievances in the system. Finally, as we have already discussed, the Employer's decision is final and binding and consequently, we cannot refer this type of grievance to Adjudication.

f) CRA Policies Grievances

The next class of grievances which we will examine is the procedure for grievances against the misapplication or misinterpretation of what were formerly the National Joint Council Directives and are now referred to as the CRA Policies. More specifically, these policies relate to Mobility, Occupational Safety and Health and Bilingual Bonus and include the following:

- Bilingualism Bonus Policy;
- Commuting Assistance Policy;
- Foreign Service Directives;
- Boiler and Pressure Vessels Policy;
- Occupational Health and Safety Committee Representatives Policy;
- Hazardous Substances Policy;
- Electrical Policy;
- Elevated Work Structures Policy;
- Elevating Devices Policy;
- First-Aid Safety and Health Policy;
- Hazardous Confined Spaces Policy;
- Material Handling Policy;
- Motor Vehicle Operations Policy;
- Noise Control and Hearing Conservation Policy;
- Personal Protective Equipment and Clothing Policy;
- Pesticides Policy;
- Refusal to Work Policy;
- Sanitation Policy;
- Tools and Machinery Policy;
- Use and Occupancy of Buildings Policy;
- Isolated Posts Policy;
- Living Accommodation Charges Policy;
- Relocation Policy;

- Travel Policy;
- Uniforms Policy.

An employee who feels that he/she has been treated unjustly or is aggrieved by the interpretation or application of these policies procedures may present a grievance in accordance with the following:

Grievances are to be processed by using the following steps:

First Level of Management: CRA representative authorized to deal with grievances at the first level of the grievance procedure as established pursuant to the relevant collective agreements between CRA and the Unions (article 18 of the PSAC-CRA Collective Agreement and article 34 of the PIPSC-CRA Collective Agreement);

Second Level: the Director General, Staff Relations and Compensation Directorate, Human Resources Branch;

Third Level: Joint Union-Management Review Committee consisting of an equal number of representatives from both sides (thereafter called Review Committee);

Final Level: Jointly funded Independent Third Party Review (ITPR).

The employee must present the grievance to the first level no later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing, or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.

The time limits for responding to a grievance are:

- 10 days at the first level
- 20 days at the second level
- 30 days at the Review Committee level and, ITPR

In determining the time within which a reply is to be given, the grievance is deemed to have been presented on the day the Union makes representation at that level. The time limits specified are exclusive of Saturdays, Sundays and designated paid holidays.

If the employee is not satisfied with the reply, he or she may, with the approval of his or her Union representative, submit the grievance to the next level: within ten (10) days after receiving the reply in writing or, if the aggrieved employee does not receive a reply within the prescribed time limit, within ten (10) days after the date by which the authorized level was required to reply.

Time limits may be extended by mutual agreement between the Union and the Employer.

The Employer will provide the appropriate representative of the Union with a copy of the decision at each level of the process at the same time that the decision is conveyed to the employee.

An employee may withdraw a grievance by written notice to his or her immediate supervisor or officer-in-charge, or Union representative.

Where the grievance is not presented to the next higher level within the stipulated time limits, it will be considered to have been abandoned.

The Union may consult with the Employer representative with respect to a grievance at each level of the grievance process.

g. Group Grievances and Policy Grievances

With the proclamation of the *Public Service Labour Relations Act* on April 1, 2005, **two new types of grievances were created** – the group grievance and the policy grievance. Section 215 of the PSLRA allows the bargaining agent to present a group grievance on behalf of employees in the bargaining who feel aggrieved by the interpretation or application of a Collective Agreement or an arbitral award. In order to file such a grievance, however, the bargaining agent must first obtain the consent of employees and complete form 19.

It should be noted, however, that it is only the PSAC who may authorize the filing of such a group grievance. The group grievance process can consist of no more than three levels. While the PSLRA prescribes different time limits, the collective agreement states that the bargaining agent has 25 working days to present a group grievance at the first level, along with Form 19. At the first and second level of the grievance procedure, the employer normally has 15 working days to respond and the bargaining agent may transmit a group grievance to successive levels no later than 10 working days after a reply is received or no later than 10 working days after 20 working days have passed. At the final level, the employer has 30 working days to respond.

Section 220 of the PSLRA allows the bargaining agent or the employer to file a policy grievance in respect of the interpretation or application of the collective agreement as it relates to either of the parties or to the bargaining unit generally. The policy grievance procedure consists of only one level (at the Headquarters level) and again, only the PSAC may file a policy grievance.

Again, while the PSLRA prescribes different time limits, the collective agreement states that a party filing a policy grievance has 25 working days to file the

grievance after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance. The employer/bargaining agent has 20 working days to respond to the grievance.

Both group grievances and policy grievances may be referred to adjudication, but any such referrals must be made, along with the appropriate forms, within 40 working days of having received the final level reply or within 40 working days upon the expiry of the 20 working day period for reply.

Now that we have studied the various classes of grievances, we will briefly examine the areas of jurisdiction for each level of the grievance procedure for these specific classes of grievances.

3. Areas of Jurisdiction

Staff Relations Grievances, Collective Agreement/ Arbitral Award Grievances and Disciplinary Grievances are all four level grievance processes. The first level of this grievance process is the responsibility of the Local and representation is usually provided by the steward in the work area. Consultation at this level is held with the management representative who has the delegated authority as the first step in the grievance procedure. This is usually at the Manager or Assistant Director level.

The second level is also the jurisdiction of the Local and representation is normally provided by the worksite steward or the Chief/Senior Steward. Consultation at this level is normally held with the Director.

Third level representation is provided by the Regional Vice-President in whose jurisdiction the Local lies and consultation is held with the Regional Assistant Commissioner.

The fourth or final level representation is the responsibility of the Component National Office Labour Relations Officers. At this level, consultation is held with the Agency Headquarters Staff Relations Officers or with the Assistant Commissioner, Human Resources Branch.

Finally, where a grievance may be referred to adjudication, the PSAC Grievance and Adjudication Section represents the grievor before the Public Service Labour Relations Board if the PSAC authorizes the referral of the grievance to adjudication.

The CRA Policies Grievance Procedure is a three level grievance process. Representation at the first level is the responsibility of the Local and is usually provided by the Steward or Chief/Senior Steward before the Departmental local manager authorized as the first step in either of these procedures.

The second level of these procedures is the responsibility of the Component National Office. Representation at this level is provided by the Component Labour Relations Officers and consultation is held with the Director General, Staff Relations and Compensation. The third level of these procedures is the responsibility once again of the UTE Labour Relations Officer in the Component National Office who presents these grievances before the Joint Review Committee.

The PSAC Grievance and Representation Section is responsible for presenting grievances before an Independent Third Party Reviewer.

Both the Classification Grievance Procedure and the Termination of Employment and Demotion Grievance Procedure are one level grievance processes. In both instances, grievances are presented directly at the Final Level. While the steward is responsible for assisting the grievor in the preparation of the Grievance Presentation Form, no

consultation is held locally. Instead, after presenting the grievance to the grievor's immediate supervisor, the steward must ensure that the grievance form and the related documents are forwarded immediately to the Component National Office.

For Termination of Employment and Demotion grievances, representation at the Final Level is the responsibility of the Component National Office Labour Relations Officers and consultation at this level is held with the Agency Headquarters Staff Relations Officer or the Assistant Commissioner, Human Resources Branch. Where the grievance is referred to Adjudication, if the PSAC approves the referral of the grievance, it will provide representation through its Grievance and Adjudication Section.

With respect to Classification Grievances, the steward's role is to assist the grievor in the preparation of the grievance, ensuring that the grievance is presented to the grievor's immediate supervisor and to ensure that the grievance form and the related documents are forwarded immediately to the Component National Office. Upon receipt of this grievance information, the Component Labour Relations Officer reviews the information to ensure that the file is complete and re-routes it to the PSAC Classification Section. At that point, a Classification Officer will review the grievance file and recommend whether it should proceed or be withdrawn. If the grievance is approved by the PSAC, the Alliance Classification Officer will provide the necessary representation before the Classification Review Board.

The Group Grievance Procedure is a three level grievance process, with the access to adjudication for these classes of grievances. The first level is the responsibility of the Local and consultation is with the manager who has delegated authority as the first step in the grievance procedure.

The second level is the responsibility of the RVP and consultation is held with the Regional Assistant Commissioner. The final level is handled by the National Office Labour Relations Officer who consults with the Assistant Commissioner of the Human Resources Branch. Where the grievance proceeds to Adjudication, the PSAC provides representation.

As discussed as well, the Policy Grievance Procedure is a one-level process, followed by the right to adjudication. Representation at the Final Level is the responsibility of the Component National Office Labour Relations Officer and consultation at this level is held with the Agency's Assistant Commissioner, Human Resources Branch.

Where the grievance is referred to Adjudication, upon approval of the referral by the PSAC, representation is provided through its Grievance and Adjudication Section.

4. Grievance Forms

The proper completion of a grievance form and a transmittal form is of prime importance to the grievance procedure. Both of these forms serve to properly identify the grievor and the respondent Department or Agency, to serve notice if the Union is providing representation and stands as evidence that the grievance has been presented and transmitted within the prescribed time limits. In addition, the grievance presentation form sets the reasons for the grievance and suggests a specific remedy which the grievor seeks in order to resolve the grievance.

As a result, it is very important that these forms be completed properly, especially for the requested corrective action area of the grievance presentation form as the grievance will set the terms and conditions under which the Public Service Labour Relations Board may assume jurisdiction if the grievance is referred to adjudication. In addition, the Board Chairperson may, in allowing the grievance, not grant any remedy greater than what was requested by the grievor.

a. Grievance Presentation Form

General:

- The grievance information should be printed legibly or typed.
- The grievance number assigned by the Agency should be transcribed in the "Reference No." area.

Section 1(A):

- The grievor's full home and work phone numbers should be included in order to provide representatives with sufficient information to contact the grievor.

Section 1(B):

- When completing the "Details of Grievance" area, it is recommended that the grievor makes a short, concise statement concerning the nature of the grievance. Do not try to be wordy and do not provide your arguments in this area. Save your supporting arguments for the grievance hearing. The statement should, however, supply enough information in order to enable the grievor's representatives and the Employer to identify the issue.

Section 1(C):

- In deciding what corrective action to request, the grievor and his/her representative should keep the following principle in mind:

The requested corrective action, if granted, should place the grievor in the situation in which he/she would have been had the

incident not occurred.

Accordingly, the "requested corrective action" area should include an itemized statement of all remedies sought by the grievor. In the example illustrated, it would not be enough to request that the Employer's decision be rescinded. We have to ensure that, in addition to this remedy, the grievor is reimbursed for lost pay and benefits and that the disciplinary records be removed and destroyed. Remember, as we discussed earlier, should a grievance of this nature be allowed at Adjudication, the adjudicator cannot grant any remedy greater than what was requested by the grievor.

Section 2:

- Where a grievance relates to the interpretation or application of a collective agreement or an arbitral award, the steward must sign in this area on behalf of the bargaining agent, the PSAC, before the grievance is officially recognized. As well, in cases where the grievance does not relate to the collective agreement or an arbitral award, but where the steward on behalf of the PSAC has agreed to represent the grievor, the steward should still sign in this area.

Section 3:

- This section must be completed by the grievor's immediate supervisor or local officer-in-charge upon presentation of the grievance at the first level. This area of the form will also act as a receipt to show that the grievance was presented within the prescribed time limits. In cases where a grievance was presented outside of the time limits, the supervisor still must sign it to acknowledge receipt and to signify the date presented.

Distribution:

Five copies of the form should be made. Upon presentation to and signed receipt by the immediate supervisor, copies 1 and 2 should be given to the supervisor, copies 3 and 4 retained by the representative and copy 5 given to the grievor.

b. Grievance Transmittal Form

General:

- The grievance information should be printed legibly or typed.
- The grievance number assigned by the Agency should be transcribed in the "Reference No." area.

Section 1:

- An "X" should be placed in the appropriate box in order to signify to which level the grievance is being transmitted. Remember a classification grievance and a termination of employment/ demotion grievance go directly to the final level and do not need a transmittal form.

Section 2:

- Again, the representative of the bargaining agent, the steward, must sign here if the grievance relates to the collective agreement or an arbitral award or for any other grievance where the grievor is to be represented by the Union.

Section 3:

- This again is to be completed by the immediate supervisor or local officer-in-charge upon transmission of the grievance and serves as a receipt to show that the grievance was transmitted within the prescribed time limits. In cases where the transmittal is presented outside of the time limits, the supervisor must still sign to acknowledge receipt and to signify the date presented.

Distribution:

- Three copies of this form should be made. Upon presentation to and signature of receipt by the immediate supervisor, copy 1 (Agency copy) should be provided to the supervisor, copy 2 is retained by the representative and copy 3 is given to the grievor.

5. File Organization

While some grievances are settled at the complaint stage or at the first level of the grievance procedure, this is unfortunately not true of the majority of grievances. Where a grievance has not been resolved to the satisfaction of the grievor at the first level, the grievance is usually transmitted to successive levels of the grievance procedure until the matter has been satisfactorily resolved or until all levels have been exhausted. As the grievor may be represented at the various levels by up to five different representatives of the bargaining agent, it is of the utmost importance that the grievance file be well documented and well organized.

Grievance files that are incomplete, poorly organized or in a state of disarray create delays in presenting the grievance, delay justice for the grievor and decrease the chances of success within the grievance procedure. In addition, in some cases these delays may create undue hardship for the grievor especially in cases where loss of income or employment are involved.

Thus, it is very important that the representative at each level of the grievance procedure ensures that the file is maintained in an orderly manner to minimize potential problems and delays.

The following is a suggested method of organizing the grievance file in order to ensure consistency at all levels and maximize the potential benefits:

1. FOLDERS

Each grievance and its related documentation should be maintained in file folders with the folders notated with the grievor's name, the grievance number and the nature of the grievance.

2. CONTENTS

We suggest that the contents of the file be attached by ACCO fasteners

2(1) LEFT SIDE OF THE FILE FOLDER

On the inside left side of the file folder, the following documents/information should be attached:

a) THE GRIEVANCE PRESENTATION FORM

The grievance presentation form should be fully completed. Many grievance presentation forms received are illegible; therefore we strongly recommend that all information entered on the form be printed or typed.

The completed form should contain at least the following information:

- i) grievor's full name;
- ii) grievor's full address (including postal code);
- iii) grievor's work and home telephone numbers;
- iv) the grievor's classification (group and level) - (This information indicates to the representative which collective agreement applies.)
- v) grievor's work section;
- vi) grievor's work location.

b) TRANSMITTAL FORMS

All grievance transmittal forms should be fully completed. (This information is required when completing the forms when referring a grievance to adjudication as the forms require that we enter the dates that the grievance was presented at the first and final levels).

c) WAIVERS

When a grievor elects to waive level two or three by virtue of Article 18.08, or when any other levels have been waived by mutual agreement by virtue of Article 18.16, a statement signed by the grievor, the grievor's representative and the employer's representative should be attached.

d) EXTENSION OF TIME LIMITS

Where the time limits for presentation or reply have been extended by virtue of Article 18.03 of the Collective Agreement, a statement to that effect signed by the grievor, the grievor's representative and the employer's representative should be attached.

e) REPLIES

The employer's reply to each level of the grievance procedure should be attached with the most current reply on top.

2(2) RIGHT SIDE OF THE FILE FOLDER

On the inside right side of the file folder, the following documents/information should be attached:

a) TABLE OF CONTENTS

The table of contents enumerates the documentary evidence and presentation that will be attached to the right side. It is not necessary to include in the table of contents the documents contained on the left side of the file.

To enable each union representative to add to the table of contents, the documents should be listed in chronological order with the oldest source document listed first. When the documents are organized in the file, however, the documents should be placed in the file with the oldest document on the bottom and the most recent source document on top. This too enables the grievor's representative at successive levels to add documentary evidence without having to reassemble the grievance file each time information is received. The table of contents should identify the following:

- i) the nature of the document;
- ii) the author
- iii) the addressee
- iv) the object
- v) the date

b) SHORT BRIEF OF GRIEVANCE PRESENTATION

The following information should be included in this brief:

- i) grievor's full name;
- ii) grievor's job title;
- iii) representative's names and work and home phone numbers;
- iv) facts pertinent to the grievance;
- v) arguments advanced by the grievor and/or grievor's representative;
- vi) pertinent documentary evidence (quote policies, procedures, articles, legislation, etc.)
- vii) witnesses' names, addresses, phone numbers and relationship, if any, to the grievor (i.e. co-worker, doctor, etc.);
- viii) witnesses' statements if any;
- ix) grievor's statement (Appendix H); and
- x) employer's position.

Often, the employer's reply does not reflect his initial position.

c) EVIDENCE

Evidence referred to in the brief should be included in the file. This documentary evidence could be:

- i) written statements;
- ii) related correspondence;
- iii) policies;
- iv) written procedures;
- v) copies of claims, receipts, etc.; or
- vi) any other relevant documents.

(This documentary evidence should also be attached in chronological order with the most current documentation on top.)

3. GROUP GRIEVANCES

The following procedure should also be followed for organizing group grievances:

- a) Where the Agency has assigned one grievance number for the group grievance(s), a list of grievors in strict alphabetical order should be attached to the grievance presentation form and to the right side of the file.
- b) Where the Agency has assigned individual grievance numbers, a list of grievors in numerical order should be attached to the right side of the file.

4. TIMELY REFERRAL OF GRIEVANCES

When transmitting a grievance to each successive level, the following should be strictly adhered to:

- 1) the file should be organized as described in number 2 above,
- 2) the file should be photocopied in the event that the file is lost while routing or should the Grievor's representative at the various levels require information concerning a specific document or need to refer to a specific document,
- 3) the original file should be immediately referred to the representative at the next level by hand, mail or courier with a dated covering letter.

6. Adjudication

Clause 18.21 of the Collective Agreement reads as follows:

18.21 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- a) the interpretation or application, in respect of him or her, of a provision of this Agreement or a related arbitral award, or
- b) disciplinary action resulting in termination of employment pursuant to paragraph 51(1)(f) of the *Canada Revenue Agency Act*, suspension or financial penalty,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

The adjudication process is also referred to throughout sections 206 to 238 of the PSLRA and sections 89 to 106 of the PSLRB Regulations.

Adjudication is a procedure provided for under legislation by which certain types of grievances may be referred to a single adjudicator or a panel of an independent and impartial third party, the Public Service Labour Relations Board. When a grievance is properly referred to adjudication, a hearing is usually scheduled in the geographic proximity of where the grievor works. The adjudication hearing is a quasi-judicial process where the representatives of and counsel for the Employer as well as the PSAC for policy, group or individuals (for collective agreement or arbitral award issues or for disciplinary matters) and the grievor and/or his/her representative (for disciplinary matters) are invited to submit evidence, examine and cross-examine the testimony of witnesses and present arguments in support of their respective positions. Although the Adjudication process is not truly judicial in nature, the adjudicator appointed by the PSLRB does have judicial rights conferred upon him/her by virtue of Sections 226 and 227 of the PSLRA which reads as follows:

Powers

Powers

226. (1) An adjudicator may, in relation to any matter referred to adjudication,

(a) summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath in the same manner as a superior court of record;

(b) order that a hearing or a pre-hearing conference be conducted using a means of telecommunication that permits the parties and the adjudicator to communicate with each other simultaneously;

- (c) administer oaths and solemn affirmations;
- (d) accept any evidence, whether admissible in a court of law or not;
- (e) compel, at any stage of a proceeding, any person to produce the documents and things that may be relevant;
- (f) subject to any limitations that the Governor in Council may establish in the interests of defence or security, enter any premises of the employer where work is being or has been done by employees, inspect and view any work, material, machinery, appliance or article in the premises and require any person in the premises to answer all questions relating to the matter being adjudicated;
- (g) interpret and apply the *Canadian Human Rights Act* and any other Act of Parliament relating to employment matters, other than the provisions of the *Canadian Human Rights Act* related to the right to equal pay for work of equal value, whether or not there is a conflict between the Act being interpreted and applied and the collective agreement, if any;
- (h) give relief in accordance with paragraph 53(2)(e) or subsection 53(3) of the *Canadian Human Rights Act*;
- (i) award interest in the case of grievances involving termination, demotion, suspension or financial penalty at a rate and for a period that the adjudicator considers appropriate; and
- (j) summarily dismiss grievances that in the opinion of the adjudicator are frivolous or vexatious.

Power to mediate

(2) At any stage of a proceeding before an adjudicator, the adjudicator may, if the parties agree, assist the parties in resolving the difference at issue without prejudice to the power of the adjudicator to continue the adjudication with respect to the issues that have not been resolved.

Determination without oral hearing

227. An adjudicator may decide any matter referred to adjudication without holding an oral hearing.

At the end of the Adjudication hearing, the adjudicator will adjourn the process and return to his/her head office where he/she will review the proceedings as transcribed in his notes and as recorded and render a written decision, taking into consideration such things as the provisions of the collective agreement, the spirit and intent of the collective agreement, the positions advanced by the parties and the relevant jurisprudence. The

written decision by the Adjudicator must contain the following items:

- a summary statement of the grievance;
- a summary of the representations of the parties;
- the decision on the grievance; and
- the reasons for the decision.

For all intents and purposes, the decision is final and binding on all of the parties. There are provisions, however, for challenging the decision of the adjudicator in Federal Court if:

- the adjudicator failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise his/her jurisdiction; or
- the adjudicator erred in law in making his/her decision, whether or not the error appears on the face of the record; or
- the adjudicator based his/her decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before him/her.

Challenges to the Federal Court are very complex in nature and very costly and as a result, this decision is best left in the hands of the PSAC Legislative Officers.

As we discussed clause 18.21 of the Collective Agreement and the PSLRA define the types of grievances that may be referred to adjudication. However, clause 18.22 of the agreement provides for two more conditions before a grievance may be referred to Adjudication.

While the grievor himself/herself may refer a discharge or disciplinary grievance resulting in financial penalty to adjudication, a grievance against the Collective Agreement or an arbitral award may not be referred unless:

- (1) The PSAC signifies its approval of the reference to adjudication;
and
- (2) agrees to represent the grievor in the adjudication proceedings.

The main reason why this provision is contained in the Collective Agreement and in the PSLRA is that Collective Bargaining and the collective agreement is the responsibility of, and under the jurisdiction of the bargaining agent and not the individual employee. As this responsibility belongs to the PSAC, it has the obligation to ensure that unreasonable or poor grievances are not referred as negative or detrimental decisions may be rendered, creating poor jurisprudence for the rest of the employees.

In order to meet our obligations in this regard and also to ensure that the grievor's interests are protected, the Labour Relations Officer at the National Office examines very closely the grievances referred to him/her at the Final Level. Upon receipt of the Final Level reply, the Labour Relations Officer reviews the grievance in conjunction with

the reply and if the grievance relates to the collective agreement or an arbitral award, issues a written or verbal recommendation as to whether or not the grievance should be referred. The Union of Taxation Employees has adopted a policy of recommending referral for all disciplinary or discharge grievances.

If it is recommended that the grievance be referred to Adjudication, the National Office will send to the grievor the necessary forms, Notice of Reference to Adjudication with instructions for the grievor to complete and return the forms. The PSAC must also complete Form 22 for the referral of a Group Grievance and Form 23 for referral of a Policy Grievance.

Upon receipt of the completed form from the grievor, the U.T.E. National Office will forward the complete grievance file along with a brief to the PSAC Grievance and Adjudication Section with a request that the PSAC review the file with a view to referring the grievance to adjudication. The PSAC Grievance and Adjudication Section will examine the grievance file and advise the Component if the PSAC supports the referral.

Should the PSAC recommend that the grievance be referred to Adjudication, the Grievance and Adjudication Section will forward the necessary forms to the Registrar of the P.S.L.R.B. in duplicate not later than the 40th day after the date on which the grievor received a reply at the Final Level of the Grievance Procedure or from the last day on which the Employer was required to reply at the Final Level. In referring the forms to the P.S.L.R.B., the Alliance must also include two copies of the grievance form exactly as it was presented. Prior to the hearing, the Alliance Grievance and Adjudication Officer will meet with the grievor and any witnesses, to review and prepare the case.

The Union of Taxation Employees acts as intermediary between the grievor and the PSAC and forwards to the grievor all correspondence from the PSAC concerning the case. Likewise, all correspondence from the grievor must be forwarded to the Component National Office who redirects it to the PSAC.

7. Investigating and Presenting the Grievance

There is no one specific method that is the best for investigating or preparing for and presenting a grievance. Instead, as each of you gains experience, you will develop your own specific style or styles that will work best for you. There are, however, some basic steps and methods that should be followed in the investigation and the presentation of the grievance.

The following is a list of suggested steps and methods when investigating, preparing for and presenting a grievance. The form or style which you adopt should include the substance or major part of these recommended steps or methods.

- Listen carefully and attentively to the grievor's explanation of events.
- Make note of the salient points.
- Clarify by asking questions.
- Obtain additional information by asking questions.
- Transcribe all information, even though it may not appear at first to be relevant.
- Determine what is factual and what is assumption/opinion.
- Make a list of parties involved in incident (e.g., grievor, supervisor, manager, witnesses, etc.) including names, phone nos., job titles, etc.
- Make a list of documents related to the case (e.g. collective agreement, PMM, Agency Policies, personnel file, etc.).
- Prepare a list of individuals you may wish to interview.
- Obtain management's side of the story.
- Transcribe relevant dates and locations.
- Weed out irrelevant information.
- Ask "six W's" - Who, What, When, Where, Why, Want
- Have the grievor provide you with a written summary of events.
- Review information and schedule another meeting with the grievor if necessary.
- Review the legislation, collective agreement and other resources in order to determine if the grievance has merit.
- Consult with other stewards, grievance committee, etc.
- If the matter is one of discipline, determine if there were any prior incidents.
- Maintain complete and accurate records of all aspects of your investigation.
- Review grievance information and documentation to ensure that the grievance file is complete.
- Ensure that opinions and assumptions are fully investigated.
- Use only facts to prepare the case.
- Try to confirm the differences in facts raised by grievor and management through the use of evidence, documents, witnesses, policies, etc.
- In preparing your case, review the relevant source of authority (e.g. collective agreement, CRA policies, legislation, Adjudication Decisions, etc.). Reinforce your arguments by making reference to the relevant sources of authority listed above.
- Present all relevant facts at the first level of the grievance procedure. Do not

attempt to conceal information that may be relevant to the case as an adjudicator may perhaps not permit you to enter evidence which was not raised at an earlier level unless the evidence is new or unless the evidence has only recently been discovered.

- Never let the Employer know that the Union is not truly supporting the grievance by stating "the grievor contends" or "the grievor states"... Instead, use collective phrases such as "the union contends" or "we contend"...
- Anticipate and be prepared to defend arguments which the Employer is likely to raise. Do not attempt to answer questions or defend arguments to which you do not know the proper response. If this happens, make note of the question or argument and inform the manager that you will investigate and advise him/her accordingly.
- Do not be argumentative or overly aggressive during the hearing. The best method in presenting a grievance is:
 - State the facts of the case that you have determined during the investigation.
 - Let the Employer state their facts as they see them.
 - Advance the Union's position on behalf of the grievor.
 - Ask the Employer to state their position.
 - Summarize the Union's position and rebut the Employer's position.
- Ensure that you stick to the point and try not to get sidetracked by letting the manager lead you into an unrelated issue.
- Deal with the issue of the grievance and not with the personalities behind the issue.
- Don't attempt to bluff, threaten or blackmail the Employer or promise something that you cannot deliver.
- Keep complete and accurate written records of all grievance consultation hearings including the facts presented, the union's position on behalf of the grievor and the Employer's position.
- Keep the grievor informed on an ongoing basis about the progress of the grievor.
- If the Employer permits the grievor to attend the hearing, determine whether it would be better to take the grievor to the hearing or to proceed without the grievor.
- If you decide to take the grievor with you to the hearing, advise him/her the he/she is not to respond to questions from management unless you advise him/her to do so. As well, advise the grievor not to interrupt or speak on the grievance without speaking with you first.
- If necessary, request a short recess to speak with the grievor. Remember, you are the grievor's representative.

8. Interpreting the Collective Agreement

As a steward, one of your major roles will be to provide advice and assistance to members in the workplace with respect to the resolution of members' problems and alleged violation of members' rights. Although each member should have a copy of his/her collective agreement, few members actually read the collective agreement and even fewer truly know how to apply and interpret the agreement. As a result, these members will come to you, the union "expert" in the workplace in order to determine if their rights have been violated and to seek the proper form of redress in order to deal with their problems.

Consequently, it becomes vital for you, the steward, to know the various collective agreements and to be able to provide the member with the correct application or interpretation of the agreement. This does not mean that you have to be able to recite each article or clause of the agreement from memory and be automatically able to provide the correct interpretation. Instead, you should be able to identify the relevant article or clause and after some study, be able to provide the member with a logical, reasonable interpretation.

From time to time, the proper interpretation may appear ambiguous or unclear and it may be necessary to seek assistance from a Local Officer, the grievance committee, the R.V.P., the PSAC Regional Office, the Component National Office or even the PSAC. It is not a reflection of lack of knowledge on your part if you do not know the correct interpretation. In fact, quite often the PSAC and the Employer share a completely different and opposing interpretation of a specific article or clause of the Collective Agreement even though these two parties negotiated the agreement. This is why we have the process of Adjudication so that an independent third party may render a decision with respect to the proper interpretation or application.

9. Regulation 11 – Grievance Representation Policy

REGULATION NO. 11

11.1 GRIEVANCE REPRESENTATION POLICY

11.1.1 Grievance Steps 1st & 2nd Levels

- (1) Representation and costs involved in providing representation at the 1st and 2nd levels of the grievance procedure shall be the responsibility of the Local. In cases where the 1st and/or 2nd level is outside the Local's assignment area, and at the request of the Local all costs involved in providing representation for the grievance procedure (grievor, witnesses and representatives) shall be the responsibility of UTE.

11.1.2 Grievance Step 3rd Level

- (1) Representation and costs involved in providing representation at the 3rd level:
 - (a) shall be the responsibility of the Regional Vice-President or their Alternate Regional Vice-President in all cases where the grievor requests union representation; or
 - (b) where, in the opinion of the Regional Vice-President, the interest of the grievor are best served by another person then that person may be appointed to represent the grievor at the 3rd level with all costs related thereto to be borne by UTE;
 - (c) notwithstanding the Regulation, where the Local and/or grievor wishes to appoint their own representative at the 3rd level representation and where there is written concurrence with the President, they can provide such representation at their own cost.

11.1.3 Grievance Step 4th Level

- (1) Representation and costs involved in providing representation at the 4th level shall be the responsibility of the UTE national office.

11.1.4 General

- (1) It is incumbent upon the representatives at all levels of the grievance process to ensure that all grievances are dealt with in an expeditious manner.

Adopted October 1978
Amended August 1981
Amended September 1983
Amended July 1984
Amended September 1989
Amended July 1990
Amended September 1992
Amended December 1996
Amended July 2005

10. Article 18 of the Collective Agreement

****ARTICLE 18**

GRIEVANCE PROCEDURE

18.01 The parties recognize the value of informally resolving problems prior to presenting a formal grievance or using alternative dispute resolution mechanisms to resolve grievances that are presented in accordance with this Article. Accordingly, when an employee:

- (a) within the time limits prescribed in clause 18.11, gives notice that he or she wishes to take advantage of this clause for the purpose of informally resolving a problem without recourse to a formal grievance and facilitating discussions between the employee and their supervisors, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits; or,
- (b) following the presentation of a grievance and within the time limits prescribed under this Article, gives notice to the delegated grievance step authority of his or her intention to take advantage of alternative dispute resolution mechanisms, the time limits stipulated in this Article may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance representative.
- (c) No representative of the Employer or the Bargaining Agent shall seek by intimidation, threat or any other means to compel an employee to either participate or not participate in an alternate dispute resolution mechanism.
- (d) When an employee wishes to take advantage of a process outlined under 18.01 (a) or 18.01 (b) above that pertains to the application of a provision of the collective agreement, the employee may, at his or her request, be represented by the Alliance at any meeting or mediation session held to deal with the matter.

18.02 In determining the time within which any action is to be taken as prescribed in this Article, Saturdays, Sundays and designated paid holidays shall be excluded.

18.03 The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance representative.

18.04 Where the provisions of clauses 18.06, 18.23 or 18.37 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is date stamped received by the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated

from the date on which the Employer's reply was delivered to the address shown on the grievance form.

18.05 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

Individual Grievances

18.06 An employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level, and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

18.07 Presentation of grievance

Subject to and as provided in Section 208 of the *Public Service Labour Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer, in matters other than those arising from the classification process, is entitled to present a grievance in the manner prescribed in clause 18.06 except that:

- (a) where there is another administrative procedure for redress provided by or under any Act of Parliament other than the *Canadian Human Rights Act* to deal with the employee's specific complaint, such procedure must be followed, and
- (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Alliance.

18.08 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 - intermediate level(s), where such level or levels are established in the Agency;
- (c) Final level - the Commissioner or his authorized representative.

Whenever there are four levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

18.09 Representatives

- (a) The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- (b) This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

18.10 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.11 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.06, not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to grievance.

18.12 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer, or
- (b) where the Employer has not conveyed a decision within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

18.14 Where an employee has been represented by the Alliance in the presentation of his or her grievance, the Employer will provide the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

18.15 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

18.16 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.

18.17 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 51(1)(f) or (g) of the *Canada Revenue Agency Act*, the grievance procedure set forth in this Agreement shall apply, except that the grievance may be presented at the final level only.

18.18 An employee may by written notice to his or her immediate supervisor or officer-in-charge withdraw a grievance.

18.19 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his or her control, he or she was unable to comply with the prescribed time limits.

18.20 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance, as provided in this Collective Agreement.

18.21 Reference to Adjudication

Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

(a) the interpretation or application, in respect of him or her, of a provision of this Agreement or a related arbitral award, or

(b) disciplinary action resulting in termination of employment pursuant to paragraph 51(1)(f) of the *Canada Revenue Agency Act*, suspension or financial penalty, and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

18.22 The employee must obtain the approval of, and be represented by, the Alliance in respect of any grievance referred to in paragraph 18.21(a).

Group Grievances

18.23 The Alliance may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level, and

(b) provide the Alliance with a receipt stating the date on which the grievance was received by him or her.

18.24 Presentation of a Group Grievance

Subject to and as provided in Section 215 of the *Public Service Labour Relations Act*, the Alliance may present to the employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.

18.25 There shall be no more than a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Level 2 - intermediate level, where established in the Agency;
- (c) Final level - the Commissioner or his authorized representative.

18.26 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Alliance of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.27 The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.28 The Alliance may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

18.29 The Alliance may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the Alliance, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Alliance by the Employer, or
- (b) where the Employer has not conveyed a decision within twenty (20) days from the date that a grievance is presented at any level, except the final level, the Alliance may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

18.30 The Employer shall normally reply to the Alliance's grievance at any level of the grievance procedure, except the final level, within fifteen (15) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.31 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the Alliance.

18.32 The Alliance may by written notice to the officer-in-charge withdraw a grievance.

18.33 Opting Out of a Group Grievance

- (1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.
- (2) The Alliance shall provide, to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.

18.34 The Alliance failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

18.35 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

18.36 Reference to Adjudication

The Alliance may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.

Policy Grievances

18.37 The Employer or the Alliance may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.

18.38 A policy grievance shall be presented at the final level in the grievance procedure to the representative of the Alliance or the Employer, as the case may be, authorized to deal with the grievance.

The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received.

18.39 The Employer and the Alliance shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.40 The Employer or the Alliance may present a grievance in the manner prescribed in clause 18.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

18.41 The Employer or the Alliance shall normally reply to the grievance within twenty (20) days when the grievance is presented.

18.42 The Employer or the Alliance, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.

18.43 Reference to Adjudication

A party that presents a policy grievance may refer it to adjudication in accordance with the provisions of the *Public Service Labour Relations Act*.

Expedited Adjudication

18.44 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least two years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

7. STAFFING

Staffing was, and still is non-negotiable within the federal public service. The UTE fought hard and long to have this prohibition removed from the legislation establishing the Canada Customs and Revenue Agency, now the Canada Revenue Agency. It seems, the employer has become used to playing with a stacked deck, especially when it alone can change the rules of the game whenever it wishes or desires. The UTE continues to place staffing as a priority demand in the bargaining process.

The UTE some years ago formed a Staffing Committee to act as the members' advocate on staffing issues with the employer. The Committee's persistence and dogged work has succeeded in having a real impact on many of the employer's staffing initiatives. Although we have had some success in convincing the employer to adapt processes to benefit the membership, we have not been successful in changing the recourse attached to staffing.

When faced with staffing concerns that have been brought forward by the members, a Union representative is responsible for seeking either an answer to the question or resolution to the problem. A member may come forward with a straightforward question as to why or if the employer is doing something. When faced with that type of scenario we should be aware that all the CRA's Staffing Directives and Bulletins are available on the CRA Infozone. The wealth of information that is available to us on the employer's system should not be ignored. Bookmarking the sites related to the Agency's staffing practices is the best tool you have for answering your members' questions. If a Union representative is unable to respond to a staffing question posed, they can, through their Local President, contact their Regional Vice President or if they are unavailable, the Labour Relations Officer for their region.

The CRA has developed a Staffing Recourse system that depending on the type of staffing action will dictate the recourse rights the employer has deemed applicable.

According to the CRA, staffing recourse provides the opportunity for individuals to raise concerns related to staffing and to have these addressed in a timely manner. Individuals have access to recourse mechanisms including Individual Feedback, Decision Review and Independent Third Party Review, depending on the nature of the staffing activity and as per the Directive on Recourse for Staffing (Annex L). It should be noted that if a member has the option of D/R or an I.T.P.R., UTE's position is a member should always request an I.T.P.R.

Individual Feedback (I.F) is provided upon request by the person(s) responsible for that particular staffing process or stage of the selection process. I.F. should be sought after each stage of the Staffing process.

Individual Feedback applies to such circumstances as:

- a) Term extensions;
- b) Rehire of term employees;
- c) Temporary lateral moves;
- d) At the pre-requisite stage of internal selection processes; and
- e) Actings less than 6 months, without selection process.

Individual feedback is also a mandatory step before proceeding to Decision Review.

Decision Review is available in such circumstances as:

- a) Acting appointments (6 months or over) without selection process;
- b) Permanent lateral moves (of permanent employees);
- c) Promotions following reclassification;
- d) Promotions within an apprenticeship program; and
- e) For the assessment stage of internal selection processes to individuals whose concerns were not addressed through Individual Feedback.

In a Decision Review Process, the supervisor of the Authorized Person, or a delegate, is responsible for conducting the review and rendering a decision.

Independent Third Party Review (ITPR) is the review of an individual's concern by a person external to the CRA, resulting in a binding and non-precedent-setting decision. Independent Third Party Review applies to:

- a. Permanent promotions without a Selection Process;
- b. Internal selection Process/Pre-qualified Pool placement decisions for permanent appointments; and
- c. Entry (from within the CRA) into an apprenticeship program.

Special Note : Seven (7) is the magic number.

You have seven (7) calendar days to request recourse.

The seven days time frame begins from the date any notification was sent.

For external selection processes, there is no formal recourse available but the CRA has advised that the hiring managers will address concerns raised by candidates and take corrective actions when required.

8. COLLECTIVE BARGAINING

a) PSAC Regulation 15 – Process of Collective Bargaining in the PSAC

REGULATION 15

Public Service Alliance of Canada

Enacted this 29th day of May 1975

(As amended May 22, 1976 and May 26, 1977)

(As amended September 26, 1979)

(As amended February 1, 1980)

(As amended May 29, 1980)

(As amended September 27, 1981)

(As amended January 28, 1982)

(As amended September 27, 1983)

(As amended September 24, 1985)

(As amended March 28, 1987)

(As amended April, 1988)

(As amended May 22, 1990)

(As amended January 29, 1992)

(As amended March 30, 1992)

(As amended February 3, 1995)

(As amended January 31, 1996)

(As amended January 27, 1999)

(As amended January 25, 2001)

(As amended May 22, 2002)

(As amended July 29, 2002)

(As amended June 2006)

(As amended December 2008)

The PSAC Collective Bargaining Process

INTRODUCTION

Membership involvement and mobilization form the bedrock of the collective bargaining process. Through collective bargaining we protect and improve our working lives and help to build the labour movement. Collective bargaining is also an important vehicle for advancing our goals with respect to human rights and social justice. Collective bargaining also benefits society at large by helping to create more inclusive and progressive workplaces. By engaging and empowering all members of the Public Service Alliance of Canada through the collective bargaining process, we will achieve our shared aspirations and goals and create a stronger union.

The Public Service Alliance of Canada is a broad and diverse union and we are committed to ensuring that all bargaining units, regardless of size, industry or sector, have an equal opportunity to achieve their goals and advance our union's vision of

social justice and equality. Underlying the success of any negotiation is membership mobilization and engagement across the union. Therefore, ensuring strong communication, mobilization and engagement throughout the bargaining process are essential components of how we conduct collective bargaining.

To that end, this document is a democratic framework that works towards ensuring that all involved in the process - from members and shop stewards in the worksite to union staff to our National President - understand their roles and responsibilities in bargaining a collective agreement.

STRUCTURE

This Regulation is divided into three parts. This allows our Union to address the diversity of the bargaining units within the Public Service Alliance of Canada and encourage and support our members' engagement in the collective bargaining process. The three parts of this Regulation are **15A: Treasury Board and Agency Bargaining**; **15B National Bargaining Units and Territorial Government Bargaining Units**; and **15C Directly Chartered Local and Regional Bargaining Units**.

b) 15A - TREASURY BOARD, CANADA REVENUE AGENCY, PARKS AGENCY AND CANADIAN FOOD INSPECTION AGENCY COLLECTIVE BARGAINING

1. APPLICATION

This Regulation applies to our Treasury Board bargaining units: Program and Administrative Services (PA), Operational Services (SV), Technical Services (TC), Education and Library Science (EB), and Frontière/Border Services (FB). It also applies to our large Agency bargaining units: Canada Revenue Agency (CRA), Parks Canada and the Canadian Food Inspection Agency (CFIA).

2. ROLES AND RESPONSIBILITIES

2.1 Members

2.1.1

Members are the backbone of the collective bargaining process. The active support and mobilization of our members is critical to successful collective bargaining. Our union is only as strong as our membership.

2.1.2

Collective bargaining is the way to improve working conditions and advance the issues that are important to our union members. The more there is participation in the process, which includes submitting bargaining demands, being aware of the issues at the bargaining table, supporting our bargaining teams, and participating in mobilization activities, the greater the success of collective bargaining.

2.2 Locals/Branches

2.2.1

Locals/Branches are the first point of contact with the union for most bargaining unit members. Local Union Officers are, therefore, key to our ability to mobilize our membership and achieve success at the bargaining table.

2.2.2

Locals/Branches receive the bargaining input call and distribute it to bargaining unit members in the Local/Branch. The Local/Branch then receives bargaining input from the members.

2.2.3

Locals/Branches are responsible for establishing Standing Bargaining Committees that review and organize the input from members, and assist in the development of rationales. These Committees also ensure that information is included with the bargaining input when it is returned to the Component.

2.2.4

Standing Bargaining Committees work to make bargaining an engaging and ongoing participatory process for the membership. This can include developing bargaining surveys, grievance analysis and having members assist other PSAC bargaining units currently engaged in negotiation.

2.2.5

The Standing Bargaining Committee of the Local/Branch and the Local/Branch Officers provide important support to the bargaining process by ensuring that bargaining unit members in the Local/Branch are well informed about the issues, and that mobilization events are well-supported in the Local/Branch.

2.2.6

Locals/Branches strengthen the bargaining process by putting forward, to their Components, the names of knowledgeable and committed members who are able to represent the Local/Branch at bargaining conferences (where applicable), on bargaining teams (where applicable) and on strike coordinating committees (where applicable).

2.2.7

Locals/Branches work with the PSAC and are responsible for the conduct of votes, such as ratification, strike or dispute settlement route votes, among their membership.

2.3 Components

2.3.1

Components receive the input call for bargaining demands from the PSAC. The Components then forward the input call to each Local/Branch that represents members in the bargaining unit.

2.3.2

Components then receive the bargaining demands from the members, forwarded through their Locals/Branches. The Component reviews, amends and/or supplements, and selects the demands to be sent to PSAC in the manner set out in this Regulation.

2.3.3

Components support the bargaining process by electing/selecting bargaining unit members who are engaged in union activities and committed to union principles to represent the bargaining unit members at regional and/or national bargaining conferences in the manner set out in this Regulation. Delegates to regional and national bargaining conferences are responsible for supporting member mobilization throughout the bargaining process.

2.3.4

Components are responsible for keeping their members informed about the issues, and ensuring that mobilization events are well-supported throughout the Component.

2.3.5

Components work with the PSAC to conduct votes, such as ratification, strike or dispute settlement route votes, among their members.

2.4 National Board of Directors (NBoD)

2.4.1

As the Union's governing body between Conventions, the NBoD establishes policies related to collective bargaining.

2.4.2

The NBoD determines whether coalition/multi-unit bargaining is appropriate, in circumstances where there is a community of interest.

2.4.3

The NBoD is responsible for reviewing and recommending the program of demands created for the Treasury Board and Agency bargaining units, and determining whether the number of demands that each Component may submit will be limited.

2.4.4

The NBoD is responsible for determining whether a dispute settlement route vote should be held in accordance with this Regulation.

2.4.5

The NBoD is responsible for fully supporting the recommendations of a negotiating team and may not make any public statement that is critical of the bargaining team's decision or that calls that decision into question.

2.4.6

Members of the NBoD who have bargaining unit members in their Components are responsible for fully participating in mobilizing efforts.

2.4.7

Members of the NBoD who have bargaining unit members in their Components may be elected/selected to sit as part of the National Strategy Coordinating Committee and/or National Strike Coordinating Committee.

2.5 Collective Bargaining Committee (CBC) of the NBoD

2.5.1

The CBC of the NBoD is composed of members of the NBoD appointed to it by the PSAC National President and is chaired by the AEC Officer(s) responsible for collective bargaining.

2.5.2

The CBC reviews and recommends for adoption by the NBoD the initial program of demands that accompanies the input call that initiates the bargaining process.

2.5.3

The CBC may be asked to consider any matter related to collective bargaining referred to it by the NBoD or the AEC and to make recommendations as required.

2.6 National Strategy/Strike Coordinating Committee (NSCC)

2.6.1

The NSCC provides key strategic support and advice throughout the bargaining process and makes recommendations to the National President, the AEC and the NBoD on such matters as the bargaining timelines, bargaining strategy and priorities, and the communications and mobilization strategy.

2.6.2

The National Strategy Coordinating Committee (NSCC) becomes the National Strike Coordinating Committee (NSCC) at the point at which strike mobilization is required. The NSCC makes key recommendations to the National President, the AEC and the NBoD where necessary on strike strategy and mobilization.

2.7 Bargaining Team

2.7.1

Bargaining Teams represent all members of the bargaining unit at the bargaining table and play an essential role in the bargaining process.

2.7.2

Bargaining Team members are expected to engage directly with other workers

throughout the entire bargaining process.

2.7.3

Bargaining team members are responsible for ensuring that the bargaining process helps build the union and advances the interests of all members.

2.7.4

Bargaining team members are obligated to respect the Constitution and Regulations of the PSAC and to adhere to PSAC policies.

2.7.5

Bargaining team members must be dedicated union activists, who are engaged in union activities and committed to union principles, including social justice and human rights.

2.7.6

Bargaining team members provide important insight and information on the actual working conditions of bargaining unit members in the workplace and on the rationales behind the bargaining demands.

2.7.7

Bargaining team members are responsible for conveying information about the progress of bargaining to bargaining unit members, and for explaining decisions made by them at the bargaining table.

2.7.8

Bargaining team members are responsible for reporting back to the bargaining team relevant issues raised by the membership, received as part of their communication and outreach work, on an ongoing basis.

2.7.9

Bargaining team members participate in the process of negotiations by: reviewing the bargaining input, finalizing and prioritizing the package of demands, participating in bargaining, participating in strategy and mobilization discussions as required, making decisions on employer offers and tentative settlements, and by participating in all mobilization activities established for the bargaining unit.

2.7.10

Bargaining team members must make a decision to accept or reject a proposed memorandum of settlement before it is sent to the members of the bargaining unit for a vote. Once that decision is made, all members of the bargaining team must support it.

2.8 Regional Councils

2.8.1

As the body of elected officers in each region, Regional Councils play a vital role in regional mobilization during the bargaining process and in the strike mobilization process, particularly in multi-unit or coalition bargaining.

2.8.2

Regional Councils are an important venue for information sharing and for encouraging solidarity and support for other PSAC bargaining units in need of assistance.

2.9 Alliance Executive Committee (AEC)

2.9.1

The AEC will ensure an effective bargaining environment by appointing the staff necessary to facilitate bargaining and membership mobilization.

2.9.2

The AEC shall, where appropriate, establish Regional and/or National Bargaining Conferences.

2.9.3

The AEC will determine the size of bargaining teams within the parameters established in 3.8 of this Regulation.

2.9.4

The AEC will ensure that bargaining teams are representative by using its authority to appoint bargaining team members.

2.9.5

The AEC has the sole authority to remove a member from a bargaining team.

2.9.6

The AEC has sole authority for approving Memoranda of Settlement and letters of understanding.

2.9.7

The AEC is responsible for approving administrative guidelines governing activities associated with Regulation 15.

2.10 AEC Officers

2.10.1

AEC Officers have the responsibility for the establishment of a National Strategy/Strike Coordinating Committee (NSCC) and chairing NSCC meetings.

2.10.2

Regional AEC Officers will approve the Agenda for their respective Regional Bargaining Conferences, and chair such Conferences.

2.10.3

AEC Officer(s) will chair National Bargaining Conferences. 2.10.4 AEC Officers are mandated to sign collective agreements.

2.11 National President

2.11.1

The National President has the sole authority to interpret the PSAC Constitution and this Regulation.

2.11.2

The National President, in consultation with the Collective Bargaining Committee of the NBoD, will determine which items will be the subject of negotiations through the collective bargaining process and which items will be subject to co-development/consultation at the National Joint Council.

2.11.3

The National President has the sole authority to authorize a strike vote and authorize or end strike action.

2.11.4

In consultation with the affected bargaining team(s), the National President or designate may engage in direct negotiations with the employer to achieve a Memorandum of Settlement.

3. COLLECTIVE BARGAINING PROCESS

3.1 Establishment of a National Strategy/Strike Coordinating Committee (NSCC)

3.1.1

The AEC Officer(s) responsible for collective bargaining in the case of our Treasury Board bargaining units, or the AEC Officer assigned to a particular bargaining unit in the case of our Agency bargaining units, will establish an NSCC to provide strategic advice on bargaining, mobilization and strike mobilization.

3.1.2

The NSCC will be composed of the AEC Officer(s) responsible, members of the NBoD selected from those Components with members in the bargaining unit, and bargaining team members selected by the team to sit on the NSCC. The NSCC will also assign appropriate staff to provide technical advice as required.

3.1.3

The number of Component Presidents sitting on the NSCC will be determined by the National President and/or the AEC, and the number of team members elected/selected to sit on the committee will be determined by the National President and/or the AEC, in consultation with the Component Presidents who have members in the bargaining unit.

3.1.4

The NSCC is chaired by the AEC Officer(s) responsible for collective bargaining in the case of our Treasury Board bargaining units, or the AEC Officer assigned to a particular bargaining unit in the case of our Agency bargaining units, and is composed of members of the NBoD selected from those Components with members in the bargaining unit, and bargaining team members selected by the team to sit on the NSCC.

3.1.5

The NSCC will meet as early as possible in the bargaining process, ideally before Notice to Bargain has been served.

3.1.6

The NSCC will determine its own process and agenda, but generally will be mandated to discuss and recommend strategies with respect to bargaining timelines, communications to the membership and others, mobilization and strike mobilization and strategy, as well as any other matter that may have an impact on bargaining in any particular round of negotiations.

3.2 Bargaining Timelines

3.2.1

Between six (6) months and one year before notice to bargain is to be served, the PSAC will develop the initial timeline for bargaining in consultation with the AEC, the NBoD and/or the Component Presidents with members in the bargaining unit, the Collective Bargaining Committee of the NBoD and the NSCC.

3.2.2

The bargaining timeline may be revised as required from time to time throughout the process of bargaining.

Input Call/Program of Demands

3.3 Program of Demands

3.3.1

At least six (6) months prior to serving Notice to Bargain, the PSAC Negotiations Section will prepare a program of suggested demands that accompanies the input call. These demands will be derived in part from demands that remained on the table from the last round, new developments in collective bargaining, ongoing research and the priorities and goals of the union.

3.3.2

The form of the program of demands may vary from round to round, but in all cases, it will contain the principle advanced by the demand and its rationale.

3.3.3

The proposed program of demands will be reviewed by the Collective Bargaining Committee of the NBoD, who will review it and, if satisfied, recommend its adoption by the NBoD.

3.3.4

At the same time that the proposed program of demands is reviewed and adopted, a determination will be made as to whether or not the number of demands that each Component may submit will be limited and, if so, what that limit will be.

3.4 Input Call

3.4.1

At least six (6) months before Notice to Bargain is served, or at such time established on the bargaining timeline, PSAC will send out the call for bargaining input from the members in the bargaining unit.

3.4.2

The input call, with the attached program of demands, will be sent to each Component with members in the bargaining unit, and will set out the date that the input must be sent to the PSAC Negotiations Section.

3.4.3

The Component will forward the input call and program of demands to each Local/Branch with members in the bargaining unit.

3.4.4

Each Local/Branch with members in the bargaining unit will distribute the input call, program of demands and any attached documents to members of the bargaining unit.

3.4.5

The Locals/Branches will receive the bargaining input from members of the bargaining unit and will review each demand to ensure that there is a complete rationale for the demand. The Locals/Branches will also ensure that where there are multiple proposals on the same subject, that one proposal will cover all aspects of the group of proposals.

3.4.6

The Local/Branch will forward only one proposal on each issue to the Component and will only forward the number of proposals set out in the input call if the input call limits the number of proposals.

3.4.7

The Component reviews, amends and/or supplements the proposals received from the Locals/Branches, and will forward to the PSAC Negotiations Section only the number of proposals set out in the input call, and will send only one proposal for each issue as established by the input call.

3.4.8

The Component shall ensure that each proposal is sent electronically to the PSAC Negotiations Section within the timeframe set out in the input call. Each proposal shall contain a rationale, identify the submitting Local/Branch and be provided in both official languages.

3.5 Bargaining Conferences

3.5.1

In consultation with the Components that represent members in the bargaining units affected, where the AEC decides that Regional and/or National Bargaining Conferences will be held, the following rules and procedures shall apply.

3.5.2

Bargaining Conferences are the opportunity for bargaining unit members, Elected Officers and activists to meet, plan the upcoming round of bargaining, review bargaining demands, identify priorities, develop initial mobilization strategies, and to build awareness of the political context in which the round of bargaining will take place.

3.5.3

Bargaining Conferences also present an important learning opportunity for new activists and an equally-important opportunity for all members in attendance to build solidarity.

3.5.4

Delegates chosen to attend either Regional or National Bargaining Conferences must be members of the bargaining unit or, hold office in the union, which can include being a shop steward. Delegates must also be dedicated union activists, engaged in union activities and committed to union principles, including social justice and human rights.

3.5.5

Members of the NBoD who have bargaining unit members participating in the round of bargaining may attend Bargaining Conferences and may fully participate in all discussions, but may not seek election or vote in the election of bargaining team members.

3.6 Regional Conferences

3.6.1

Regional Bargaining Conferences may be held where they are deemed to be appropriate.

3.6.2

The decision to hold Regional Bargaining Conferences will be made by the AEC, in consultation with Components that have members in the bargaining unit and the Collective Bargaining Committee of the NBoD.

3.6.3

The location of Regional Bargaining Conferences will be determined by the AEC

and may vary from round to round as circumstances and as necessity dictate. Where there are bargaining unit members in each region, a regional conference will be held for each region. However, several regional conferences may be held in one location at the same time in order to more effectively allocate resources.

3.6.4

Regional Bargaining Conferences will be chaired by the PSAC Regional Executive Vice-President of the region. Where regional bargaining conferences are co-located, sessions involving more than one region may be chaired by the REVP(s) assigned responsibility for collective bargaining.

3.6.5

The agenda for Regional Bargaining Conferences will be reviewed and approved by the appropriate REVPs and may vary from round to round. However, in all cases, there should be an opportunity provided for delegates to consider mobilization strategies and to have an initial review of bargaining proposals, in addition to selecting delegates to attend the National Bargaining Conference.

3.6.6

Delegates will be chosen to attend Regional Bargaining Conferences according to the following criteria:

A. Component Representation

Each Component with members in a bargaining unit shall be entitled to:

One delegate for the first 400 bargaining unit members in a given region or part thereof;

One additional delegate for each additional 400 bargaining unit members in a given region or major fraction thereof.

B. Women and Equity Representation

For each bargaining unit represented at the conference, there shall be one delegate for appointed by the AEC from the Regional Women's Committees. In addition, there shall be one delegate from each of the following equity-seeking groups:

- Aboriginal Peoples
- Racialized Workers
- Gay/Lesbian/Bisexual/Trans
- Members with Disabilities

C. Youth

For each bargaining unit represented at the Conference, there shall be one youth delegate appointed by the AEC. Youth is defined as a member of the bargaining unit who is 30 years of age or younger.

3.6.7

Delegates who attend the Regional Bargaining Conference will elect two members from each bargaining unit to attend the National Bargaining Conference.

3.7 National Bargaining Conferences

3.7.1

National Bargaining Conferences will be held at a location to be determined by the AEC.

3.7.2

National Bargaining Conferences will be chaired by an AEC Officer.

3.7.3

The agenda for National Bargaining Conferences and the duration of the conference will be reviewed and approved by the AEC and will include an opportunity for the delegates to: review the bargaining proposals, establish bargaining priorities, develop mobilization strategies and elect bargaining teams.

3.7.4

In addition to the delegates elected to attend the National Bargaining Conference from the Regional Bargaining Conferences, delegates will be chosen to attend National Bargaining Conferences using the following criteria:

A. Component Representation

Each Component with members in the bargaining unit that has not had a member selected through the Regional Bargaining Conferences may send one member per bargaining unit who is a member of the bargaining unit and who attended the Regional Bargaining Conference.

B. Women and Equity Representation

The AEC may select delegates from among equity group members and from the Regional Women's Committees, representing women, who attended the Regional Bargaining Conferences if there is a need to address their representation at the National Bargaining Conference.

C. Youth Delegates

The AEC may select youth delegates who attended the Regional Bargaining Conferences if there is a need to address their representation at the National Bargaining Conference.

3.7.5

A National Bargaining Conference may be held where no Regional Bargaining Conference has been held. Delegates to such National Bargaining Conferences will be chosen according to a process established by the AEC in consultation with the Component(s) who have members in the bargaining unit.

3.8 Bargaining Teams General

3.8.1

Bargaining team members must hold office in the union and must represent all members of the bargaining unit and not any particular constituency within the bargaining unit or the union.

3.8.2

Bargaining team members are required to attend all bargaining sessions and failure to do so could result in removal from the team.

3.8.3

Bargaining team members will be protected from loss of income and their expenses will be reimbursed according to the administrative guidelines that are amended from time to time and approved by the AEC.

3.8.4

The bargaining team will communicate with members on the progress of negotiations at each stage of the negotiations process (e.g. prior to the initial exchange, at impasse, and ratification or award), or more often as appropriate, and will report back to the rest of the bargaining team any relevant issues raised by them.

3.8.5

Bargaining team members who do not fulfill their responsibilities as a bargaining team member may be removed from the team. All removal requests are to be submitted to the AEC Officer(s) responsible for collective bargaining for the bargaining unit. The decision as to whether a bargaining team member is to be removed shall be made by the AEC.

Size of Bargaining Teams

3.8.6

The AEC will determine the size of the bargaining team taking into account the size of the unit and its reflection of geographic, occupational and equity group diversity.

3.8.7

The size of a bargaining team will normally be between seven and nine members, with the goal of ensuring women representation, geographic, occupational and equity group diversity.

3.8.8

The AEC may determine that a bargaining team should be smaller than seven members where the bargaining unit has fewer than 1,500 members. However, no bargaining team should have fewer than five members.

3.9 Election/Selection and Composition of Bargaining Teams

3.9.1

A majority of each bargaining team will be elected at the National Bargaining Conference and the remaining members will be appointed from the pool of National or Regional Bargaining Conference delegates by the AEC in consultation with the Component. The number to be appointed will be decided and announced by the AEC prior to the National Bargaining Conference.

3.9.2

The remaining members of the bargaining team will be appointed by the AEC from bargaining unit members who attended either the Regional or National Bargaining Conferences, based on the need to ensure women representation, equity, geographic, linguistic and/or occupational group diversity on the bargaining team.

3.9.3

The National President may appoint a member of the AEC and/or the NBoD to sit as a member of the bargaining team, who shall have full voice but no vote.

3.9.4

The National President and/or the AEC shall appoint a staff representative to sit on the bargaining team as chair of the team. This appointee shall have full voice but no vote.

3.9.5

The National President and/or the AEC may appoint additional staff representatives to sit on the bargaining team as technical advisors who have voice but no vote.

3.10 Memorandum of Settlement

3.10.1

In consultation with the affected bargaining team(s), the National President or designate may engage in direct negotiations with the employer to achieve a Memorandum of Settlement.

3.10.2

Authority to arrive at a Memoranda of Settlement or Letters of Understanding rests with the AEC. The AEC Officer(s) responsible for collective bargaining for the bargaining unit must be consulted prior to signing a Memorandum of Settlement or Letter of Understanding.

3.10.3

The AEC Officer(s) or designate shall have the signing authority on any Memorandum of Settlement, Collective Agreements or Letters of Understanding.

3.11 Votes

Dispute Settlement Route Votes

3.11.1

All bargaining units governed by the PSLRA shall remain on the conciliation with the right to strike dispute settlement route. Requests to change the route to arbitration can be submitted as outlined below and, if approved, shall be for one round of bargaining only.

3.11.2

A dispute settlement route vote shall be taken when there has been a request by either a petition from 10 percent of the membership of the bargaining unit or when the NBoD so directs.

3.11.3

The AEC shall have the right to set deadlines for the receipt of such requests in order to allow for the scheduling of votes well in advance of the notice to bargain date. Such deadlines shall be communicated to all Components at least three months before the deadline date.

3.11.4

Approval of a change in the dispute settlement route shall be made as a result of a majority of the returned ballots, excluding spoiled ballots, or by a decision of the NBoD.

Strike Votes

3.11.5

The National President is the only person who may authorize a strike vote and authorize or end strike activity. Such authorization(s) shall be in writing.

3.11.6

Subject to the applicable legislation, strike votes shall be conducted at meetings established for the purpose of explaining the outstanding issues and reasons that a strike vote is necessary, except where the isolated location of the worksite or shift schedules require that special arrangements be made.

3.11.7

All employees in the bargaining unit are entitled to vote in strike votes.

Ratification Votes

3.11.8

Ratification votes shall be held at meetings conducted for the purpose of explaining the terms of the tentative agreement, except where the isolated nature of the worksite or shift schedules require that special arrangements be made.

3.11.9

Only employees in the bargaining unit who are PSAC members in good standing shall be entitled to vote in a ratification vote; proof of membership may be required.

3.11.10

When a ratification vote on whether or not employees wish to accept a tentative collective agreement is also intended to constitute a strike vote, all employees in the bargaining unit are entitled to vote in the strike vote as required by legislation and by section 3.11.7 of this Regulation. The following procedure shall apply:

- a) employees in the bargaining unit who are PSAC members in good standing shall be provided with a ballot that asks whether they accept the tentative agreement or whether they reject it and authorize strike action; and,

b) employees in the bargaining unit who are not PSAC members in good standing shall be provided with a ballot that asks whether the employee authorizes or does not authorize strike action.

3.11.11

An AEC Officer shall have a mandate to sign a collective agreement for a bargaining unit or a coalition bargaining group when a majority of the votes cast by PSAC members in good standing in the bargaining unit have been cast in favour of accepting a tentative collective agreement, excluding spoiled ballots.

4. DEVIATION FROM THE REGULATION

4.1

Requests for deviation from this Regulation may be made by a majority of Component Presidents where the unit is comprised of members from three or more Components or a Component President where the bargaining unit is comprised of members within one or two Components.

4.2

In the case of bargaining units with more than two Components, deviation from the Regulation requires the approval of the AEC and the majority of Component Presidents with members in the bargaining unit.

4.3

In the case of bargaining units with one or two Components, deviation from the Regulation requires the approval of the AEC and the Component President(s).

c) PSAC Regulation 15A – Regulation governing the payment of expenses to specified members of an Alliance bargaining committee and/or Alliance negotiating team

THIS REGULATION WILL BE REVISED BY THE END OF 2009.

REGULATION 15A

Public Service Alliance of Canada

Enacted this 29th day of January 1985

(As amended May 22, 1990)

(As amended March 30, 1992)

(As amended May 27, 1993)

(As amended July 29, 2002)

**REGULATION GOVERNING THE PAYMENT OF EXPENSES
TO SPECIFIED MEMBERS OF A PSAC BARGAINING COMMITTEE
AND/OR PSAC NEGOTIATING TEAM**

1. GENERAL

(a) This Regulation shall govern the payment of funds to specified members of the PSAC that are elected or otherwise appointed to serve on an PSAC Bargaining Committee or on a PSAC Negotiating Team representing a bargaining unit of which they are a member.

(b) The intent is to reimburse specified members, to the extent provided herein, to assure that they do not suffer financially as a result of fulfilling the responsibility of serving on such Committee or Team.

(c) In order to expedite reimbursement, expense claim forms (as approved by the AEC) shall be completed and submitted by the member. An explanatory instruction sheet shall be provided to the member along with the expense claim form.

(d) Claims will be settled in accordance with the provisions of Section 4 of Regulation 15.

(e) Where applicable, loss of salary shall include Supervisory Differential, Shift Premium, Weekend Premium, Isolated Posts Allowance, Environmental Living Cost Differential, Foreign Service Directive, Fuel & Utilities, Family Care and the rate of pay specified in the applicable collective agreement.

(f) PSAC Bargaining Committee specified member(s) will be paid loss of salary for all normal working days, however, no payment may be claimed for days of rest and overtime may not be claimed under any circumstances.

(g) Notwithstanding (f) above, PSAC Bargaining Committee representatives on a PSAC Negotiating Team who work on a day of rest, shall be compensated at their straight-time rate to a maximum of one (1) day's normal pay.

(h) If a member's entitlement is increased by reason of a collective agreement being approved retroactively, it is the responsibility of the member to submit a supplementary claim to the Finance and Administration Branch.

(i) No member of a negotiating team will be required to begin work within ten (10) hours of his/her return home after bargaining.

d) Strike Structure (Regulation 10)

REGULATION NO.10

10.1 COLLECTIVE BARGAINING PROCEDURES

10.1.1 General

- (1) Any member participating in collective bargaining shall abide by the process of Collective Bargaining.
- (2) Bargaining proposals shall include changes to the existing Collective Agreement in the form of amendments, additions or deletions.
- (3) The President be an ex-officio member of the National Bargaining Committee and the PSAC/CRA Negotiating Team.
- (4) The 2nd Vice-President is also a member of the PSAC National Coordinating Strike Committee.

10.2 STANDING BARGAINING COMMITTEE

10.2.1 Composition

- (1) This committee is made up of:
 - (a) the 2nd Vice-President who is Chair of the Committee;
 - (b) the Regional Vice-President appointed by the Executive Council who is the Co-chair of the committee;
 - (c) two Local President representatives, one representing Tax Services Offices and another representing Tax Centers.

Total Committee members 4.

10.2.2 Duties and Responsibilities

- (1) The Committee:
 - (a) solicits, receives and organizes demands from Locals for the National Bargaining Committee;

- (b) prepares the UTE program of demands and forwards them to the National Bargaining Committee.

10.3 NATIONAL BARGAINING COMMITTEE

10.3.1 Composition

- (1) This committee is made up of:
 - (a) Four members of the Standing Bargaining Committee;
 - (b) Chairs of each of the following Standing Committees:
 - (i) Staffing Committee
 - (ii) Technological Change Committee
 - (iii) Workforce Adjustment Committee
 - (iv) Health and Safety Committee
 - (v) Equal Opportunities Committee

Total Committee members 9.

10.3.2 Duties and Responsibilities

- (1) The Committee:
 - (a) receives the demands from the Standing Bargaining Committee, selects, modifies, writes or drafts a composite demand which represents the official position of UTE;
 - (b) establishes the priorities of the bargaining demands and submits them within established deadlines to the bargaining section of the PSAC;
- (2) The Committee is established by the President when a bargaining process is required.

10.4 PSAC/CRA NEGOTIATING TEAM

10.4.1 Composition

- (1) (a) the first seat is allocated to the 2nd Vice-President;
- (b) the second seat is allocated to the Regional Vice-President

appointed by the Executive Council who is the Co-chair of the Standing Bargaining Committee;

- (c) all other available seats will be selected from the members of the National Bargaining Committee.
- (2) The selection of the PSAC/CRA Negotiating Team members in (c) is done by the President; the 2nd Vice-President and the Regional Vice-President appointed by the Executive Council who is the Co-chair of the Standing Bargaining Committee.

10.4.2 Duties and Responsibilities

- (1) The Team:
 - (a) represents UTE members and protects their interests during bargaining meetings with PSAC and employer representatives.

Adopted March 1976
Amended February 1979
Amended June 1980
Amended February 1981
Amended August 1981
Amended March 1982
Amended March 1985
Amended September 1986
Amended March 1987
Amended June 1989
Amended July 2005

Amended July 1990
Amended March 1992
Amended July 1993
Amended September 1995
Amended December 1996
Amended December 1999
Amended June 2000
Amended August 2000
Amended March 2002
Amended March 2003
Amended December 2007

e) *Resolutions of Record*

a. Resolution 1 – Bargaining Demands

1. Bargaining Demands

BE IT RESOLVED THAT resolutions that are specific bargaining demands will not be dealt with at triennial conventions.

Adopted July 1981

b. Resolution 23 – Bargaining Demand Resolution

23. Bargaining Demand Resolution

BE IT RESOLVED THAT bargaining demands be received and reviewed by the UTE National Bargaining Committee at any time on a continual basis.

Adopted July 2005

c. Resolution 24 – Joint Bargaining Meeting

24. Joint Bargaining Meeting

BE IT RESOLVED THAT the UTE ask the PSAC to introduce a schedule of meetings of CRA, PSAC and UTE officials to discuss all of the technical aspects involved in preparing bargaining sessions; and

BE IT FURTHER RESOLVED THAT the UTE Executive Council give clear, complete directives as to its expectations and objectives for these meetings; and

BE IT FURTHER RESOLVED THAT union representatives attending these preparation meetings and discussions be: the elected member designated by the PSAC connected with the PSAC/CRA bargaining team and, for UTE representatives, the UTE President and the 2nd Vice-President.

Adopted July 2005