

## APPENDIX A GRIEVANCE DETAILS

The Association of Canadian Financial Officers grieves the Employer's delay, failure and omission to pay members of its bargaining group (FI) on the basis that it contravenes, amongst other articles, articles 19, 46, 53, 54, 55 as well as Appendix "A" and "B" of the the Agreement between the Treasury Board and The Association of Canadian Financial Officers (FI Collective Agreement) as well as any and all other policies, rules, directives, agreements, laws, rights, practices, customs, principles or documentation which may apply.

The Association of Canadian Financial Officers grieves the Employer's delay, failure and omission to reimburse members of its bargaining group (FI), the annual professional fees that they must pay to remain members in good standing of their professional order on the basis that it contravenes article 53 of the FI Collective Agreement as well as any and all other policies, rules, directives, agreements, laws, rights, practices, customs, principles or documentation which may apply.

The Association of Canadian Financial Officers grieves the Employer's actions, failures and omissions as well as any subsequent decision(s) and consequence(s) on the grounds that it constitutes bad faith and discrimination against members of its bargaining group (FI), contrary to, amongst other articles, article 46 of the FI Collective Agreement; amongst other sections, ss. 2, 3, 7, 10, 14, 14.1 and 15 of the Canadian Human Rights Act, R.S.C. 1985, c.H-6 ("CHRA"); s. 15 of the Charter of Rights and Freedoms, s. 15, Part I of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (U.K.), 1982, c.11 ("Charter"); and any and all other policies, rules, directives, agreements, laws, rights, practices, costumes, guidelines, principles or documentation which may apply.

The Association of Canadian Financial Officers grieves the Employer failure and omission to provide the members of its bargaining group (FI) with their earned leave credits contrary to amongst other articles, articles 28 to 44 of the FI Collective Agreement as well as any and all other policies, rules, directives, agreements, laws, rights, practices, customs, principles or documentation which may apply.

**APPENDIX B**  
**CORRECTIVE ACTION REQUESTED**

The Association of Canadian Financial Officers requests the following corrective action be taken:

1. that a declaration be made that the Employer breached the FI Collective Agreement;
2. that its members be retroactively reimbursed for the fees associated maintaining their professional designation;
3. that an Order be made requiring the Employer to publish and distribute an information bulletin with an interpretation of the FI Collective Agreement (including but not limited to information regarding articles 19, 46, 53, 54, 55) which complies with the Association's grievance and the arbitrator's (and/or decision-maker's) decision;
4. that an Order be made requiring the Employer to send letters to all FIs, whose rights under the FI collective agreement were breached, advising them that they will be fully indemnified and inviting them to submit their claim;
5. that members of its bargaining group be compensated for all costs, expenses, penalties, interests, etc. incurred as a result of the Employer's actions, failures and omissions;
6. that a declaration be made that the Employer breached the Canadian Human Rights Act (CHRA);
7. that members of its bargaining group not be directly or indirectly differentiated adversely by the Employer;
8. that the Employer cease its discriminatory practices against members of its bargaining group;
9. that members of its bargaining group be reimbursed any and leave that has been or will be used as a result of the Employer's actions, omissions or failures;
10. that members of its bargaining group be treated fairly and in accordance with the Canadian Human Rights Act and, any and all other policies, rules, directives, laws, principles, guidelines, practices or other documentation which apply;
11. that the Employer's actions, omissions and failures be investigated by a neutral third party;

12. that each member of its bargaining group, whose rights under the CHRA were breached, be compensated in the amount of \$20,000, plus interest, for the pain and suffering that they have incurred as a result of my Employer's action(s) or omission(s), per ss. 53(2)(e) and 53(4) of the CHRA;
13. that each member of its bargaining group, whose rights under the CHRA were breached, receive special compensation in the amount of \$20,000, plus interest, for my Employer's wilful or reckless discriminatory acts against them, per s. 53(3) and 53(4) of the CHRA;
14. that members of its bargaining group be awarded damages, as determined by the Employer, the Public Service Labour Relations and Employment Board or other decision-maker(s), in compensation for the Employer's action(s), failure(s) or omission(s) towards them;
15. that members of its bargaining group be paid interest;
16. that members of its bargaining group be provided with proper health and benefits coverage;
17. that the leave credits and balances of members of its bargaining be adjusted to properly reflect the leave credits earned in accordance with the FI Collective Agreement and, any and all other collective agreements, documentation or term of employment which apply;
18. that members of its bargaining group be provided correct and up-to-date leave balances;
19. any and all other corrective action that will make members of the FI bargaining group whole.