



Grievance procedure

This document is intended to simplify the task of the Grievance Committee and Guild counsel as well as provide a step by step understanding for members. For reference please read Article 5 of the collective agreement below

Step A	Occurrence or origination of the circumstances giving rise to the grievance	Write the date
 Round 1		
Step B	Discussion between the employee and their supervisor within 20 days	Write the date
Step C	Supervisor's response to the employee within 7 days	Write the date
 Round 2		
Step D	Grievance presented in writing and signed within 7 days	Write the date
Step E	Meeting between the Guild and the Employer or the person they designate within 10 days	Write the date
Step F	Response from the Employer or the designated person providing copy to to the grievor within 14 days	Write the date
 Round 3		
Step G	The matter is referred to arbitration within 20 days of the response	Write the date



ARTICLE 5 – GRIEVANCE & ARBITRATION PROCEDURE

5.1 A "grievance" means a difference arising from the interpretation, administration, application or claimed violation of any terms of this agreement. Should a grievance arise between the Employer and the Guild or its members the matter shall be handled as a grievance under the following procedure.

Grievance Procedure

5.2 In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

STEP 1

An employee, accompanied by a Guild representative, if desired, shall within twenty (20) calendar days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with their Department Head or designate, as appropriate. If a satisfactory settlement is not reached within seven (7) calendar days the grievance may proceed to Step 2.

STEP 2

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within seven (7) calendar days of the completion of Step 1, to the Human Resources or designate, who will convene a grievance meeting to discuss the matter within ten (10) calendar days of the presentation of the grievance. Guild representation shall consist of no more than two (2) persons, of whom one (1) may be the grievor. The Step 2 reply shall be given in writing within fourteen (14) calendar days of the grievance meeting.



5.3 A management or policy grievance may be initiated at Step 2.

5.4 It is agreed that the time limits and all of the requirements of the grievance and arbitration procedure are mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure, the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective Agreement may be extended or abridged by the mutual agreement of the parties in writing.

5.5 Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Guild or the Employer, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration procedure.

5.6 Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

5.7 An Employee may file a grievance on their own behalf, or through the union.

It is agreed and understood that once a grievance has been filed, the union, as sole and exclusive bargaining agent for all employees in the bargaining unit, has sole carriage of any and all grievances throughout the grievance and arbitration procedure.

Arbitration Procedure

5.8 The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.



5.9 The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list, or within such time as agreed to by the parties.

5.10 Each party will jointly share the expense of the arbitrator.

5.11 The arbitrator shall not have the power to alter or change any of the provisions of the collective agreement, nor to give any decision inconsistent with the terms or provisions of this Agreement.