



## Grievance procedure

**This is a translation of the French version of the Grievance procedure in order to track the timelines. This document is intended to simplify the task of the National 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**

Article 5.01	Step A	Occurrence or origination of the circumstances giving rise to the grievance	Write the date the process started in order to count expiry dates
	<b>Round 1</b>		
	Step B	Discussion between the employee and their supervisor within 21 days of the incident	Write date
	Step C	Supervisor's response to the employee within 7 days	Write date
Article 5.02	<b>Round 2</b>		
	Step D	Grievance presented in writing and signed within 15 days	Write date
	Step E	Meeting between the Guild and the Bureau Chief or the person they designate within 10 days	Write date
	Step F	Response from the Bureau Chief or the person they designate to the Guild, with a copy to the grievor, within 10 days	Write date
	<b>Round 3</b>		
	Step G	Grievance presented in writing by the grievor to the Human Resources within 10 days	Write date
	Step H	Meeting with the National Grievance Committee of the Guild within 30 days	Write date
	Step I	Response from the Human Resources to the grievor within 10 days	Write date
	<b>Round 4</b>		
Step J	The matter is referred to arbitration within 21 days	Write date	



**ARTICLE 5 — GRIEVANCE PROCEDURE AND ARBITRATION** 5.01 It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible and it is understood that if an employee has a grievance, the employee shall discuss it with his or her supervisor with twenty-one (21) days of the occurrence or origination of the circumstances giving rise to the grievance in order to give his or her supervisor an opportunity of adjusting the grievance. The discussion shall be between the employee and the supervisor but each party may elect to have another person in attendance. The supervisor's response to the grievance shall be within seven (7) days after the discussion with the employee. For the purpose of this Article, supervisor shall mean the employee's Bureau Chief or Department Head or a person designated by the Bureau Chief or Department Head.

5.02 Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply to the grievance; the employee or the Guild shall present the grievance in writing signed by the employee to the Bureau Chief setting forth the nature of the grievance, the article number of the Agreement alleged to have been violated, the surrounding circumstances and the remedy sought. The Bureau Chief or designate shall arrange a meeting with the Guild within ten (10) days of the receipt of the grievance at which the grievor may attend, if requested by either party, in the company of the Guild representative and discuss the grievance. The Bureau Chief or designate may have such assistance at the meeting as the Bureau Chief considers necessary. The Bureau Chief or designate will give the Guild a decision in writing within ten (10) days following the meeting with a copy to the grievor. Failing settlement of the grievance, the grievor and/or the Guild shall, within ten (10) days of receiving the reply of the Bureau Chief or designate, present the grievance in writing to Human Resources. Human Resources shall arrange a meeting within thirty (30) days upon receipt of the grievance with the National Grievance Committee of the Guild for the purpose of discussing the grievance. Human Resources will give the grievor their decision within ten (10) days following the meeting. In the event any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing given to the other party within twenty-one (21) days of the date of the decision from Human Resources, be referred to arbitration as hereinafter provided.

5.03 Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a board of three (3) arbitrators composed of an arbitrator appointed by each of the Employer and the Guild and a third arbitrator who shall be Chairperson. The notice of the party referring the decision to arbitration shall contain the name of its appointee to the Arbitration Board. The recipient of notice shall within fifteen (15) days advise the other party of the name of its appointee. The parties shall agree upon one of the following eight persons as Chairperson within fifteen (15) days of the date referral to arbitration is received: 1. Ross Kennedy 2. Paula Knopf 3. Owen Shime 4. Pamela Picher 5. Kevin Burkett 6. Howard Brown

The chairperson for a specific grievance will be selected as follows: For each arbitration, names will be taken from the list in groups of three. The Employer and the Guild shall each pick one name from the group of three and then will simultaneously exchange names. If the names exchanged are the same, that arbitrator will hear the case. If the names are different, the arbitrator not selected by either party will hear the case, unless the parties agree otherwise. For the first arbitration, the first three names on



the list will be used. For subsequent arbitrations, the next three names will be used. After the eighth name has been used as part of a list of three, the first name on the list will be used again and then the other names used again in order. Names on the list may be changed provided both parties agree. For arbitrations to be held in French, the parties will agree upon a Chairperson. If they fail to do so within 15 days of the date the referral to arbitration is received, the appointment shall be made by the Federal Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference of allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employees affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson will govern.

5.04 The Arbitration Board shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith. No matter shall be considered by the arbitrators nor shall they render any decision in connection therewith unless and until a majority of them have first decided that such matter constitutes a proper grievance under this Agreement.

5.05 The Employer and the Guild shall each pay one-half (1/2) the remuneration and expenses of the Chairman of the Arbitration Board and shall each pay the remuneration and expenses of its arbitrator. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

5.06 It is agreed that the time limits set out with respect to grievances and arbitrations are mandatory and in the event of failure to act within the time limits, the grievance shall be deemed to be abandoned. However, the time limits imposed upon either party of any step in the grievance procedure may be extended by mutual agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.

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

5.08 Where the arbitration board determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all circumstances.

5.09 — EMPLOYER GRIEVANCE The Employer shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing signed by Human Resources, to the Guild within twenty-one (21) days following the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held with the National Grievance Committee within thirty (30) days of the presentation of the grievance, the Guild shall give the Employer its written reply to the grievance in ten (10) days following the meeting. Failing settlement, such grievance may be referred to the Arbitration Board within ten (10) days of the date the Employer received the Guild's reply.

5.10 — GUILD GRIEVANCE The Guild shall have the right to file a grievance based on a difference directly with the Employer arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure



shall not be bypassed. Such grievance shall be submitted in writing by the Guild to Human Resources, within twenty-one (21) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Step No. 2 of the Grievance Procedure set out above.

5.11 Where the grievance concerns the discharge or the suspension of an employee or a disciplinary letter to an employee and is not settled under the Grievance Procedure, or in any other cases where the parties agree, the grievance shall be referred to a single arbitrator for final and binding arbitration and the provisions of the collective agreement shall apply with the changes necessary to reflect the fact of a single arbitrator.

5.12 If two (2) or more employees have the same individual grievance arising out of the same circumstances and based on the same incident, such grievances may be combined and treated as a Group grievance. The Guild shall have the right to file a group grievance on behalf of the affected individual employees and the regular grievance procedure shall be followed

5.13 For the purpose of this Agreement, “day” means a calendar day and “grievance” means a complaint arising from the interpretation, application, administration or alleged violation of the Agreement