



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 the process started in order to count expiry dates
Round 1		
Step B	Discussion between the employee and their supervisor within 20 days of the incident	Write date
Step C	Supervisor's response to the employee within 7 days	Write date
Round 2		
Step D	Grievance presented in writing and signed within 7 days	Write date
Step E	Meeting between the Guild and the Employer or the person they designate within 10 days	Write date
Step F	Response from the Employer or the person they designate to the Guild, with a copy to the grievor, within 14 days	Write date
Round 3		
Step I	The matter is referred to arbitration within 20 days of the response.	Write 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

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6

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. The parties have agreed to the list of arbitrators below to whom grievances referred to arbitration will be assigned. When a Grievance is referred to arbitration, the parties will discuss which arbitrator on list to appoint to determine the Grievance. In the event that the parties cannot reach agreement on an arbitrator,



the next arbitrator in the rotation who is available to commence hearing the case within sixty (60) days will be assigned the case and the hearing will be scheduled within that timeframe, unless the parties agree otherwise. If none of the arbitrators on the parties' list of arbitrators is available to hear a case within the sixty (60) day period, then the parties will, by mutual agreement, within five (5) business days select an arbitrator who is not on the parties' list. In such a situation, if the parties are unable to agree on an arbitrator, the parties will request that the Minister of Labour appoint one.

The arbitrator appointed will not be authorized to alter, amend add to or change the language of the collective agreement.

List of Arbitrators

Chris Albertyn

Collective Agreement – CMG & VICE Studio Canada Inc. 41

Gord Luborsky

Brian Keller

Stephen Raymond

Fred Von Veh

Marilyn Nairn

Jasbir Parmar

14.8 Grievance Procedure Arbitrator

The grievance procedure arbitrator will be seized for the life of the agreement to determine by conference call or as agreed otherwise between the parties any dispute concerning the exchange of relevant information, referrals of grievances to arbitration, and the assignment of cases to arbitrators from the Parties' list.

Conference call hearings under this provision will take place within 48 hours of being requested by either party and the grievance



procedure arbitrator will render a decision within 24 hours of the hearing with written reasons to follow if requested by either party.

This decision will not set any precedent for any future case or matter. The fees will be split equally between the parties.

The grievance procedure arbitrator will be Russell Goodfellow.

14.9 Mediation

After the grievance procedure has been exhausted and the matter has been referred to arbitration in accordance with the terms of this Collective Agreement, the parties may by mutual agreement submit the matter to a private mediator agreed to by the parties.

By mutual agreement the mediator may be appointed as an arbitrator to hear the matter if it is not resolved. Settlement arrived at in mediation will be final and binding on all the parties involved.

Each party will be responsible to pay one half of the costs of such mediation.

14.10 Management/Union Grievance

If VICE or the Union has an issue arising out of the application, interpretation or alleged violation of this agreement, it may raise the issue with the employer/ Union as appropriate and pursue a Grievance by following the steps outlined above.

14.11 The fees and expenses of any arbitrator appointed under the Arbitration Procedure will be borne equally by the parties.