



## 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 32 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
<b>Round 1</b>		
Step B	Discussion between the employee and his supervisor within 14 days of the incident	Write date
Step C	Supervisor's response to the employee within 14 days	Write date
<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 Employer or the person he designates within 15 days	Write date
Step F	Response from the Employer or the person he designates to the Guild, with a copy to the grievor, within 10 days	Write date
<b>Round 3</b>		
Step G	The matter is referred to arbitration within 36 days of the response.	Write date



## ARTICLE 32

### GRIEVANCE PROCEDURE

32.1 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

32.2 At any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her or his union representative.

32.3 It is the intent of the parties that complaints of an employee shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within fourteen (14) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. This discussion may include consultation, advice and assistance from others. Unless otherwise agreed, if there is no settlement within these fourteen (14) working days, the complaint may be taken up as a grievance under Clause 32.4. An extension will be granted to an employee upon written request.

32.4 Failing a satisfactory settlement under 32.3 above within fifteen (15) working days following the matter giving rise to the grievance, an employee may submit a written grievance, through the Union, signed by the employee to the Director, Employee & Labour Relations or designate. A meeting will then be held between the Director, Employee & Labour Relations or designate and the Grievance Committee within fifteen (15) working days of the date of



submission of the grievance unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Union and the grievor may be present at the meeting. It is further understood that the Director, Employee & Labour Relations or designate may have such assistance as she or he may desire at such meeting. The decision of the Authority shall be delivered in writing within ten (10) working days following the date of such meeting.

32.5 A complaint or grievance arising directly between the Authority and the Union concerning the interpretation, application or alleged violation of the Agreement shall be submitted in writing within ten (10) working days following the circumstances giving rise to the

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complaint or grievance. In such circumstances, the Union shall file a grievance with the Director, Employee & Labour Relations or designate. A grievance by the Authority shall be filed with the Bargaining Unit President or designate.

32.6 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance, in writing signed by each employee who is grieving to the Director, Employee & Labour Relations or designate, within fourteen (14) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated according to Clause 32.4 and the applicable provisions of this Article.

32.7 The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the



probationary employee is released for:

- a) Reasons which are arbitrary, discriminatory or in bad faith;
- b) Exercising a right under this Agreement.

#### Arbitration

32.8 a) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may, by written agreement extend the time limits for the request for arbitration.

The parties will share equally the fees and expenses, if any, of the mediator.

b) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to a sole arbitrator at the request of either party in writing and as hereinafter provided. Names of preferred arbitrators will also be provided in writing. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under 32.4 is given, the grievance shall be deemed to have been abandoned.

Where such a written request is postmarked within thirty-four (34) calendar days after the decision under 32.4, it will be

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deemed to have been received within the time limits.

Transmission by fax or e-mail will satisfy this requirement.

32.9 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and



not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Authority and the representatives of the Union will be final and binding upon the Authority and the Union and the employees in question.

32.10 A sole arbitrator may proceed by way of mediation-arbitration with the mutual written consent of the parties.

32.11 Once appointed, the sole arbitrator shall have all powers as set out in The Ontario Labour Relations Act, including the power to mediate/ arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

The decision of the arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

32.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure described in this Article.

32.13 Each of the parties hereto will share equally the fees and expenses, if any, of the sole arbitrator.

32.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of The Ontario Labour Relations Act.

32.15 In order to promote the principles of a collaborative approach to resolving grievances in a timely and effective manner, the Union and the Authority agree to jointly develop education sessions designed



**Canadian Media Guild**

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to assist the parties.