



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 9 of the collective agreement below

Step A	Occurrence or origination of the circumstances giving rise to the grievance	Write the date the process started to count expiry dates
Round 1		
Step B	Discussion between the employee and his supervisor within 30 days of the incident. Orally or in writing	Write date
Step C	Supervisor's response to the employee within 7 days. Orally or in writing	Write date
Round 2		
Step D	Grievance presented in writing and signed within 7 days	Write date
Step E	Response from the department manager or the person he designates to the Guild, with a copy to the grievor, within 7 days	Write date
Round 3		
Step F	If unresolved above the level 2 grievance is presented in writing to the General Manager within 7 days.	Write date
Step G	Response from the General Manager to the griever within 7 days	Write date
Round 4		
Step H	The matter is referred to arbitration within 15 days of the response.	Write date



ARTICLE 9: GRIEVANCE PROCEDURE

9.1 An employee and/or the Guild shall, within thirty (30) days of the circumstances giving rise to the complaint, raise the matter orally with the employee's department manager. If the Guild is not satisfied with such discussions, the Guild may resort to the grievance procedure described in this section.

9.2 Definitions:

"Grievance" means any difference between the parties bound by the agreement concerning its interpretation, application or alleged violation and whether a matter is arbitrable.

For the purpose of this article, "Officer of the Guild" shall include any elected officer of the Guild, representative or shop steward recognized by the Guild.

"Days" means calendar days, excluding statutory holidays.

9.3 Grievance Procedure:

Either party may initiate a grievance. If a grievance is not settled at either stage of the grievance procedure, the grieving party shall either abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Company and the Guild and in the case of the Company or the Guild grievance, the processing of any grievance may begin at the second stage. The successive stages of the grievance procedure are:

First Stage:

If the two parties are unable to resolve the oral complaint, then within seven (7) days of the oral meeting, the Guild shall grieve the matter in writing with the employee's department manager or designated representative. The answer to the first stage grievance shall be given in writing within seven (7) days of receipt of the grievance.

Second Stage:

If the two parties are unable to agree at the first stage grievance, then within seven (7) days of an answer at the first stage, the Guild shall take up the grievance in writing with the General Manager



or designated representative. The answer to the second stage grievance must be given in writing within seven (7) days of receipt of the second stage grievance.

Sub section: ARBITRATION

Final Stage - Arbitration

If the parties are unable to agree at the second stage, then within fifteen (15) days of receipt of an answer at the second stage, the grieving party shall notify the other party, in writing, of its intention to take the grievance to arbitration.

9.4 In the event that a grievance is to be adjudicated, the parties to the Agreement shall attempt to agree on an Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render their award, and their decision shall be final and binding upon the parties and upon any employee affected by it.

9.5 Time Limits:

It is intended that grievance shall be processed as quickly as possible. Time limits are mandatory and not directory. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement.

9.6 Each of the parties shall bear their own expenses and shall jointly share the expense of the Arbitrator.

9.7 The Arbitrator shall have no ability to alter, amend, or otherwise change any provision of this Agreement, nor to make a decision in conflict with the provisions herein.