



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 14 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 his supervisor within 20 days of the incident	Write date
Step C	Supervisor's response to the employee within 10 days	Write date
Round 2		
Step D	Grievance presented in writing and signed within 10 days	Write date
Step E	Meeting between the Guild and the Employer or the person he designates within 10 days	Write date
Step F	Response from the Employer or the person he designates to the Guild, with a copy to the grievor, within 5 days	Write date
Round 3		
Step G	Meeting with the Grievance Committee of the Guild within 10 days	Write date
Step H	Response from the Human Resources to the grievor within 5 days	Write date
		Write date
Round 4		
Step I	The matter is referred to arbitration within 5 days of the response.	Write date



ARTICLE 14 – DISPUTE RESOLUTION & ARBITRATION

14.1 The parties agree that the dispute resolution process outlined below is intended to resolve matters quickly and effectively, ensure open communication, and provide a fair and binding resolution mechanism in the event that the parties are unable to resolve any matter themselves. The parties agree that they will work together and make every effort to find mutually agreeable solutions to resolve matters among themselves prior to seeking the assistance of a third party. The parties agree not to use technical arguments to impede the resolution process. The timelines under the grievance/arbitration procedure are mandatory, unless the grievor supplies a good and sufficient reason for missing the timelines such as illness or other unforeseen event beyond the control of the grievor.

14.2 Step 1 – Raising an Issue

If an employee, group of employees, or the Union has an issue arising out of the application, interpretation, or alleged violation of this agreement, the employee, group of employees, or Union should raise this issue with VICE management within twenty (20) working days of the occurrence, or of its becoming known to the employee or Union, prior to filing a formal written complaint. At the request of either party, a Union representative may be advised of the raising of the issue and may be in attendance at the discussion of the issue. Management will respond within ten (10) working days after the initial discussion.



14.3 Step 2 – Grievance

If the matter cannot be resolved after being raised and discussed informally as above, then the Union/employee may submit a formal written complaint to VICE on behalf of the employee, group of employees and/or the Union within ten (10) working days from the decision in 14.2 above. This complaint is called a Grievance. The Grievance should provide sufficient details to allow VICE to understand the issue being raised and the resolution being sought.

14.4 Step 3 – Grievance Meeting

Unless otherwise agreed to by the parties, within ten (10) business days of the Grievance being provided to VICE, the parties will meet to discuss the Grievance. This meeting will be held during work time and will be used to discuss the Grievance and to look for a resolution. Before or at the meeting, both Parties will exchange information that is relevant to the Grievance. Up to two (2) members of the bargaining unit and a staff representative will be permitted to attend the meeting and the members will not suffer a loss of pay to attend. At or following the meeting, either party can request additional relevant information from the other party, and such information will be provided as soon as practicable.

14.5 Step 4 – Grievance Response

Within five (5) working days of the Grievance meeting, VICE will provide to the Union a written response to the Grievance. The timelines may be extended by mutual agreement of the parties.



14.6 Step 5 – Referral to Arbitration

If a Grievance remains unresolved after the above steps, either party may then have the Grievance resolved by binding arbitration within five (5) working days from the Step Four response above and will commence that process by informing the other party in writing of its desire to proceed to arbitration.

14.7 Appointment of Arbitrators

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

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.