



## 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 34 of the collective agreement below**

Step A	Complaint to submit in writing to manager copy Human resources within 10 business days of the event giving rise to the complaint.	Write the date the process started in order to count expiry dates
<b>Round 1</b>		
Step B	Discussion between the employee and the manager within 20 business days of the incident.	Write date
Step C	Manager response in writing to the employee and the Union within the 20 business days above mentioned (discussion+ response within 20 days). If unresolved move to Round 2.	Write date
<b>Round 2</b>		
Step D	Grievance presented in writing using the form (Grievance Factsheet) and signed within 20 business days of receiving the complaint response in step C. Sent to Manager copy HR and the Union.	Write date
Step E	Meeting between the Guild and the Employer or the person he designates within 10 business days. The member or other guests may be present.	Write date
Step F	Response from the Employer or the person he designates within 10 business days. If unresolved move to Round 3.	Write date
<b>Round 3</b>		
Step G	Referral to arbitration or mediation	Write date
Step H	The Guild will provide choice of arbitrator names (3) within 10 days of the response in step F	Write date



## **Article 34 - DISPUTE RESOLUTION**

34.1 The parties agree that the purpose of this article and the procedures outlined within are to settle any complaints or disagreements between members of the bargaining unit or the union and the Employer amicably, fairly and in an expeditious manner.

34.2 A grievance is defined as a difference arising between the Employer and the union relating to the interpretation, application, administration or alleged violation of the provisions of this collective agreement, including any question as to whether a matter is grievable or arbitrable. At any stage of the grievance procedure an employee is entitled to representation by the union.

34.3 It is the intent of the parties that complaints of an employee shall be adjusted as quickly as possible and accordingly, should a grievance arise, an earnest effort shall be made to settle the dispute in the following manner.

### **34.4 Complaint Stage:**

Any employee may present a complaint to his/her manager, with a copy to Human Resources at any time. Such complaint should be brought to the attention of the manager within ten (10) business days of the event that caused the complaint, or knowledge thereof.

The manager and the employee shall make a sincere and genuine effort to resolve the complaint prior to a formal grievance being filed. Unless otherwise agreed, the parties have twenty (20) business days from the date the complaint is lodged, to resolve it. The manager shall



communicate his/her decision to the employee and to the union, in writing, within the above-noted time frame.

#### 34.5 Grievance:

If the dispute is not resolved at the complaint stage, a grievance may be filed within twenty (20) business days of the end of the complaint stage. For clarity, the complaint stage ends when the manager communicates his/her decision to the employee and to the union as set out above, or twenty (20) days after the lodging of the complaint, whichever is earlier.

The grievance must be filed in writing, using a standard form developed by the parties, and must be submitted to the employee's manager with a copy to Human Resources and a copy to the union. The grievance form must provide sufficient specific information to allow the responding party to fully understand the allegations being made.

A grievance meeting will be held within ten (10) business days of filing of the grievance or at such time mutually agreed upon by the parties. This grievance committee shall be composed, at minimum, of a representative from the union as well as one from the Employer. The grievor may attend if he/she wishes to. Both parties may have additional members on the committee as reasonably required but in no case can the number of union representatives exceed three (3) (including paid union staff).

The parties will exchange any and all relevant information relating to the issue or issues in dispute and will make a



sincere effort to resolve the dispute. Minutes will be kept and signed by the parties. The Employer's decision shall be delivered in writing within ten (10) business days of the meeting.

34.6 The parties at the grievance meeting shall make a sincere and genuine effort to resolve the issue(s) in dispute. In the event a satisfactory resolution is not reached, the parties have the option of holding a further meeting or moving to the next phase.

**34.7 Mediation and Arbitration:**

If the dispute remains unresolved after the grievance meeting or meetings, the parties shall refer the dispute to arbitration as set out below.

The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance. The parties will share equally the fees and expenses, if any, of the mediator.

**34.8 Choice of Arbitrator:**

Unless a mutually agreed-upon list of arbitrators has been established, in which case one shall be selected at random or by rotation, the union and the Employer shall each submit a list of three (3) names of preferred arbitrators within ten (10) days of the end of the previous step.

If a named arbitrator is on both lists, that person shall be appointed as sole arbitrator. If more than one (1) name has been given by the parties the person who has the earliest available arbitration date(s) shall be appointed.

If the two lists have no names in common, the parties will attempt to select a mutually satisfactory arbitrator. If the



parties are unable to agree, the parties shall request an arbitrator via the federal Ministry of Labour.

#### 34.9 Powers of the Arbitrator:

Once appointed, the sole arbitrator shall have all powers as set out in the Canada Labour Code, 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 award 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 shall be final and binding upon the parties and the employee or employees concerned.

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

Except by express consent, neither party will be required to share the cost of stenographic transcript of the proceedings.

A party that seeks to adjourn an arbitration hearing shall bear the costs associated with such adjournment.

#### 34.11 Union or Employer Grievance:

Either the Employer or the union may, on its own behalf, file a grievance concerning any dispute arising from the interpretation, application, administration or alleged contravention of this agreement. Such a grievance must be filed as per article 33.6 above within twenty (20) business days of knowledge of the events giving rise to the grievance.

A grievance by the Employer shall be filed with the president of the union's branch executive.



34.12 General Provisions:

It is agreed and understood that the union has sole carriage of any and all grievances throughout the grievance and arbitration procedure.

Any and all time limits set out in this article are directory rather than mandatory.

Neither party shall use technical arguments to impede the resolution process.