



APTN-CMG 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 Articles 30 & 31 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 manager within 10 days of the incident	Write date
Step C	Manager'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 it designates within 10 days *Should be a joint grievance committee held*	Write date
Step F	Response from the Employer or the person it designates to the Guild, with a copy to the grievor, within 10 days	Write date
Round 3		
Step G	The matter is referred to arbitration within 15 days of the response.	Write date



ARTICLE 30 - GRIEVANCE PROCEDURE

30.1 Employer and the Union agree that it is the purpose of the grievance procedure to settle amicably and fairly any complaints and disagreements concerning the employees, the Union and the Employer, without, so far as is possible, resort to arbitration. The provisions of Articles 30 and 31 of this Agreement are the sole and exclusive means of addressing and resolving grievances.

30.2 For the purposes of this Agreement 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 Agreement including any question as to whether a matter is arbitrable. At any stage of the grievance procedure an employee is entitled to be represented by a Union Representative.

30.3 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 such difference in the following manner:

Step One

30.4 Within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee, the grievance shall be submitted in writing, through the Union, signed by the employee, to their immediate Manager or designate who is excluded from the bargaining unit. The grievance shall identify the nature of the grievance, the remedy sought and will identify the provisions of this Agreement which are alleged to have been violated. The parties may meet to discuss the grievance at a mutually agreed time and place. The Manager shall reply in writing within ten (10) days after the grievance has been submitted or the meeting held, whichever the case may be.

Step Two

30.5 If the grievance cannot be addressed satisfactorily then within ten (10) days after the reply has or should have been received, the employee shall present their grievance in writing to the People and Culture Leader or designate. The People and Culture Leader or designate shall schedule a meeting to be held within ten (10) days from the time such grievance was presented at Step Two, or as mutually agreed. The Union Representative and the grievor may be present at the meeting. The People and Culture Leader or designate may have such assistance as they desire at the meeting. The decision of the Employer will be delivered in writing within ten (10) days after the meeting.

General Provisions

30.6 In the event that two (2) or more employees have grievances which are sufficiently common in nature that they may conveniently be dealt with together, such grievances may constitute a group grievance and shall be presented at Step One within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of at least one (1) of the grievors.

30.7 (a) A “policy grievance” is any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement and shall be submitted at Step Two within ten (10) days after the circumstances giving rise to the grievance have occurred.



(b) A grievance regarding the termination of an employee shall be submitted at Step Two within ten (10) days after the termination has been communicated to the employee and the Union.

(c) A grievance by the Employer shall be filed with the Local Union President or designate.

30.8 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 30 or Article 31. Any grievance not submitted by the grievor or advanced by the Union to the next step within the applicable time limit shall be deemed resolved by the Employer's initial action or reply as the case may be. If a time limited for the giving of a reply is missed, the grievance shall proceed to the next step. A step is deemed to have been taken when notice is given by the party who filed the grievance.

30.9 Any and all the time limits set forth in Article 30 or Article 31 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.



ARTICLE 31 - ARBITRATION

31.1 In the event that a grievance shall not have been settled to the satisfaction of either party, the matter may then be referred to arbitration. If either party wishes to refer a grievance to arbitration the notice of referral to arbitration must be made in writing to the other party within fifteen (15) days from the Step Two decision of the party denying the grievance. The notice shall contain a copy of the grievance and the remedy sought.

31.2 Grievances which are referred to arbitration shall be heard by a sole arbitrator in accordance with the list provided below. Each individual on the list shall serve as sole arbitrator in rotation. The date of referral of a grievance to arbitration shall determine the order of rotation. The parties may agree to submit more than one grievance to the same arbitrator.

List of Arbitrators:

1. Michael Werier, K.C.;
2. Karine Pelletier;
3. Diane Jones, K.C.;

31.3 It is agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any employee or group of employees. All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the affected employees.

31.4 No matter may be referred to arbitration which has not properly been carried through all requisite steps of the grievance procedure.

31.5 The issue(s) raised in the written grievance shall be presented to the arbitrator and their Award shall be confined to such issue(s). The finding of the arbitrator as to the facts and the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

31.6 The Employer and the Union shall share equally the expense of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

31.7 The parties may, by 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 referral to or hearing of the arbitration. The parties will share equally the expense of the mediator.

31.8 The parties may, by written agreement, proceed by way of mediation – arbitration.

31.9 As a general rule, arbitrations will be heard in Winnipeg. Where an alternate location is more reasonable having regard to cost and efficiency, it will be considered in good faith by the parties.