

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 Nature of Grievance

3.1.1 If any difference arises between the Parties concerning the application, operation, or alleged violation of the Agreement, including any question of whether a matter is arbitrable, or where any difference arises from the suspension, discipline or dismissal of any Employee, such differences may be the subject of a grievance and the following steps shall apply in sequence subject to Articles 3.4.3.2, 2.2 and 2.5.2.4.

3.1.2 A grievance may be initiated by the Employer, by the Employee, or by the Union and shall be finally and conclusively settled without stoppage of work in the manner described in Article 3.

3.2 Participation of Management

Management shall have the right to include another Management person, in addition to the Management Representative designated, at any meetings under Article 3.

3.3 Participation of the Union

The Union shall be informed at least 48 hours in advance of all meetings to be held under Article 3 and shall have the right to be present and to participate.

3.4 Employee Grievances

3.4.1 Step I: Manager

3.4.1.1 Subject to Article 3.4.3.2, an Employee shall discuss any grievance or other complaint with the Employee's Manager (or equivalent) in an effort to resolve the matter promptly. The Employee shall advise the Manager in writing that the grievance or complaint is being lodged at Step I.

3.4.1.2 The Manager's decision at this step shall not be inconsistent with the Collective Agreement. At the conclusion of discussions under Article 3.4.1, a grievance report will be placed on the Employee's file by the Manager (or equivalent), with a copy to the Employee and the Union.

3.4.1.3 If the Employee or the Union feels that the Manager's decision is inconsistent with the terms of this Agreement, then either may carry the grievance to Step II within five (5) working days of the date of receipt of the Manager's decision.

3.4.2 Step II: Dean

3.4.2.1 Subject to Article 3.4.3.2, if a grievance is not resolved at Step I, the Employee and/or the Union may proceed to Step II by submitting a written formal grievance to that effect to the Dean or equivalent, with a copy delivered simultaneously to the Manager of Labour Relations.

3.4.2.2 The Dean or equivalent shall meet with the Employee and/or the Union within five (5) working days after the grievance has been received as in Article 3.4.2.1 above.

3.4.2.3 Within 10 working days of the meeting at Step II, the Dean or equivalent shall render a decision in writing addressed to the Employee with a copy to the Union and the appropriate representatives of the Employer.

3.4.2.4 If the Union does not proceed to Step III within 10 working days of receipt of the decision rendered, that decision shall become final and binding.

3.4.3 Step III: Vice President

3.4.3.1 If the grievance is not resolved at Step I or II, then the Union may proceed to Step III by submitting a written formal grievance to the appropriate Vice President, with a copy delivered simultaneously to the Manager of Labour Relations.

3.4.3.2 If any Employee has been disciplined, suspended or discharged under the provisions of Article 19, Step III may be invoked without invoking Steps I and II of the grievance procedure.

3.4.3.3 Within five (5) working days of receipt of the notice specified in Article 3.4.3.1, the Vice President shall convene a meeting with the Employee and Union to hear the grievance.

3.4.3.4 A decision shall be rendered in writing by the Vice President within 10 working days of the date of the meeting above.

3.4.3.5 If the grievance has not been resolved at Step III, the Union may proceed to Step IV.

3.5 Union Grievance

3.5.1 If the Union desires to initiate a grievance, it shall present a written statement of the grievance to the Employer within 10 working days of the date the facts on which the grievance is based first became fully known to the Union.

3.5.2 **Union grievances shall be initiated at Step II of the grievance procedure, and shall be dealt with as described in Articles 3.4.2 and 3.4.3.**

3.5.3 If the grievance has not been resolved within 20 working days of the receipt of the **Step III** response, then the Union may proceed to Step IV.

3.6 Employer Grievance

3.6.1 If the Employer desires to initiate a grievance, the Employer shall present a written statement of the grievance to the Union within 10 working days of the date the facts on which the grievance is based first became fully known to the Employer.

3.6.2 The Labour/Management Committee shall meet within 10 working days after the grievance has been presented.

3.6.3 The Union shall respond in writing within 10 working days following the meeting above.

3.6.4 If the grievance is not resolved within 20 working days following receipt of the response in Article 3.6.3 above, then the Employer may proceed to Step IV.

3.7 Step IV: Arbitration

3.7.1 If a grievance has not been resolved at Step III or under Article 3.5 or 3.6, then the Union if the Union is grieving, or the Employer if the Employer is grieving, may submit it to an impartial arbitrator for final binding determination. Notice of referral to arbitration shall be given within 20 working days of the action in Article 3.4.3.4, 3.5.4 or 3.6.4.

- 3.7.2 The fees and expenses of the arbitrator shall be shared equally by the Parties.
- 3.7.3 The arbitrator shall be mutually agreed by the Parties within 10 working days after either Party has given notice of the desire to invoke arbitration.
- 3.7.4 If the Parties are unable to agree upon an arbitrator within 10 working days, then either Party may ask the Chair of the Labour Relations Board of B.C. to select an arbitrator.
- 3.7.5 The arbitrator shall have the authority to interpret and apply the provisions of this Agreement in determination of a grievance referred to arbitration but shall not have the authority to alter or amend any of the provisions of this Agreement. The arbitrator shall also have the authority to determine whether the matter is arbitrable.
- 3.7.6 In the event of a dispute over the interpretation of the arbitrator's decision, then either party may request a clarification of the decision from the arbitrator within 10 working days. Such clarification shall be considered part of the arbitrator's decision.
- 3.8 Expedited Arbitration
- 3.8.1 Where a difference arises relating to the interpretation, application or administration of the Collective Agreement, including where an allegation is made that a term or condition of the Agreement has been violated, either Party may, after exhausting the steps of the grievance procedure under the agreement, notify the other Party within 10 calendar days of receipt of the last grievance step reply, of its desire to arbitrate under Article 3.8 and to submit the difference or allegation to expedited arbitration before a single arbitrator.
- 3.8.2 All grievances except those relating to the following shall be resolved by expedited arbitration:
- 3.8.2.1 Dismissals;
 - 3.8.2.2 Suspensions in excess of five (5) working days;
 - 3.8.2.3 Policy grievances;
 - 3.8.2.4 Grievances requiring the presentation of extrinsic evidence;
 - 3.8.2.5 Grievances where either party intends to raise a preliminary objection;
 - 3.8.2.6 Grievances arising from the duty to accommodate.
- 3.8.3 Those grievances not suitable for resolution at expedited arbitration, as listed under Article 3.8.2 above, may be referred to arbitration under the provisions of Article 3.7 of the Collective Agreement.
- 3.8.4 By mutual agreement, a grievance falling into any of the categories as listed under Article 3.8.2 above, may be placed into the expedited arbitration process.
- 3.8.5 The Arbitrator shall be selected on the basis of the person who is available to hear the grievance within 30 calendar days of appointment. If the parties are unable to agree upon an arbitrator within 10 working days, then either party may ask the Director of the Collective Agreement Arbitration Bureau (CAAB) to select an arbitrator.
- 3.8.6 The Arbitration process will be expedited further in the following manner:
- 3.8.6.1 Lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.
 - 3.8.6.2 The Parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the

particular hearing.

3.8.6.3 By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than 10 pages long.

3.8.6.4 All presentations shall be short and concise and are to include a comprehensive opening statement. The Parties shall make limited use of authorities during their presentations.

3.8.7 Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

3.8.8 The decision of the arbitrator is to be completed and delivered to the Parties within three (3) working days of the hearing.

3.8.9 All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.

3.8.10 All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

3.8.11 The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.

3.8.12 Should the Parties disagree as to the meaning of the decision or award, including mediated settlements, either Party may request that the arbitrator clarify the decision.

3.8.13 The Parties shall equally share in the costs of the fees and expenses of the expedited arbitrator. Hearings shall be conducted at the Institute or at the offices of the Union where possible to minimize costs.

3.8.14 The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of the *Labour Relations Code*.

3.9 Time Limits

The time limits specified in Article 3 may be extended by mutual agreement.