

ARTICLE 8 - GRIEVANCES AND DISPUTE RESOLUTION

8.1. Grievances

8.1.1. Grievance Defined

A grievance for purposes of this agreement is defined to be a dispute, difference or disagreement between the City, on the one hand, and the Union or an employee or employees on the other hand; which dispute, difference or disagreement pertains to the following:

8.1.1.1. Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees.

8.1.1.2. Any matter involving the interpretation of any provision of this agreement.

8.1.1.3. Any matter involving the alleged violation of any provisions of this agreement.

8.1.2. Informal Discussion: Whenever possible, the Employee/Union will discuss the complaints with the supervisor and/or branch manager prior to filing a formal grievance. If a matter cannot be resolved through discussions, then the Union and employee may initiate the grievance procedure.

8.1.3. Initiating a Grievance: When an employee has a grievance, they shall, within 10 calendar days following the act or omission giving rise to such grievance, state their grievance in writing addressed to the Union. The Union shall thereupon and thereafter have the right to interview and obtain information pertaining to the grievance from any employee or any other person believed to have knowledge of the grievance.

8.1.4. Selection Grievances: Where the grievance is based on selection, the successful applicant shall be advised of the grievance within 14 days of the filing of the grievance.

8.1.5. Step 1: The Union shall, within 10 calendar days after receipt of the grievance, have the right to make a submission to the Director of the Department concerned and the Director of Human Resources.

After filing the grievance, the parties may mutually agree to advance the grievance to Step 2 as outlined in 8.1.6. In making application for a hearing the Union, shall outline, in writing, the matter complained of and the settlement sought. The hearing shall be held within 10 calendar days of the application being made, and the Union may have the employee or employees concerned present at the hearing. The Director of the Department shall, within 10 calendar days following the hearing, give their decision and reasons in writing to the Union.

Should a grievance be filed as a result of a dismissal, the grievance will commence at Step 2.

8.1.6. Step 2: The Union shall have the right to appeal the decision of the Director of the Department to the City Manager, or their designate. In so doing, the Union shall file with the City Manager or their designate, a written statement of the claim along with the reasons for lodging the appeal. A copy of the decision and reasons of the Director of the Department shall be submitted with the statement of the claim. The appeal shall be filed with the City Manager or their designate, within 10 calendar days following receipt of the decision of the Director of the Department. It is understood that the same individual will not hear both Step 1 and Step 2.

8.1.7. The City Manager, or their designate, shall hear the appeal within 10 calendar days after it has been filed with them and shall give their decision within 10 calendar days after the conclusion of the hearing.

8.1.8. Step 3: Any grievance which is not settled by the procedures set forth may be referred to a Board of Arbitration (Board) by either party of this Agreement. Application for the establishment of a Board must be made by either party

within 45 calendar days of the date of the decision of the City Manager, or their designate, is rendered. Alternatively, within the same timelines, by mutual agreement, the parties may agree to utilize the expedited arbitration process outlined in 8.1.17. below or non-binding grievance meditation.

Notwithstanding the provisions of clauses 8.1.8. through 8.1.15., the City and the Union may, by mutual consent, waive the provision to refer the grievance to a Board and elect to take the grievance to a single Arbitrator whose decision shall be final and binding and enforceable on all parties.

8.1.9. When either party requests that a grievance be submitted to a Board, the request shall be made by registered mail or alternative method that provides proof of receipt, addressed to the other party of the agreement, indicating the name of its nominee on the Board. Within seven (7) calendar days thereafter, the other party shall answer by registered mail or alternate method that provides proof of receipt, indicating the name and address of its nominee to the Board. The parties shall then meet to select an impartial chairperson.

8.1.10. If the recipient of the notice fails to appoint a nominee, or if the parties fail to agree upon a chairperson within seven (7) calendar days of appointment, the appointment shall be made by Minister of Labour, upon request by either party.

8.1.11. The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to the Board. It shall hear and determine the difference or allegation and render a decision within 60 calendar days from the time the hearing is completed.

8.1.12. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson will be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties, but in no event shall the Board have the power to change this agreement or to alter, modify or amend its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

8.1.13. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board to reconvene the Board to clarify the decision which it shall do within three (3) days.

8.1.14. When either party applies for the establishment of a Board, each party shall pay the fees and expenses of their own nominee, and shall each pay one-half (1/2) of the costs of the fees and expenses of the Chairperson.

8.1.15. The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal, or demotion.

8.1.16. The time limits as set out in the various clauses herein may be extended by mutual agreement.

8.1.17. Expedited Arbitration

8.1.17.1. By mutual agreement, the procedures as set out herein may be used after Step 2 of the grievance procedure.

8.1.17.2. Once a grievance has been referred to the expedited arbitration process, it shall be heard by a single Arbitrator within 60 calendar days.

8.1.17.3. Unless mutually agreed otherwise and exclusive of terminations and promotional grievances, arbitrations will be scheduled into the available hearing dates in the order of the date on which the Union referred the case to arbitration. It is agreed that termination and promotional grievances take precedence and such grievances will be assigned the next available arbitration hearing date whenever possible or as may otherwise be mutually agreed by the parties. Any other case the parties 16 mutually agree ought to be heard expeditiously may also be given precedence.

8.1.17.4. Subject to the approval set out in 8.1.17.1. hereof, the following criteria shall be used to determine appropriate grievances for expedited arbitration:

8.1.17.4.1. Grievances that seek an individual settlement, i.e. settlement applies only to the grievor, would not result in a similar claim by other employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect to any other matter in any other setting.

8.1.17.4.2. Grievances that have limited depth regarding complex legal issues.

8.1.17.4.3. Grievances that involve the interpretation and application of the alleged violation of the collective agreement.

8.1.17.4.4. Grievances where there is a limited range of solutions or single solution to the concern raised.

8.1.17.5. On agreement that a case expeditiously arbitrated, the parties will draw the arbitrator by chance from a list mutually agreed and the Arbitrator will act as a single Arbitrator on the matter.

8.1.17.6. The parties shall limit their use of representatives to the following:

Union: Staff representative or elected officer

Employer: Department or Human Resources Staff

8.1.17.7. The representatives of the parties shall meet within seven (7) calendar days prior to the hearing to discuss the issues including, but not limited to, the evidence, the procedure, and any other means of expediting the process.

8.1.17.8. The documents tabled with the arbitrator shall include:

- **8.1.17.8.1.** Collective bargaining agreement;
- **8.1.17.8.2.** Grievance statements and replies;
- **8.1.17.8.3.** Agreed statements of facts;
- **8.1.17.8.4.** Any cases that parties intended to rely on (limit two from each);
- **8.1.17.8.5.** A brief statement from each party's position and argument (one page each); and
- **8.1.17.8.6.** Where possible, an agreed statement as to the exact difference that the parties want decided.

8.1.17.9. No more than two cases to be scheduled in one day.

8.1.17.10. The maximum time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.

8.1.17.11. The parties shall follow the following procedural guidelines:

- **8.1.17.11.1.** Documents tabled;
- **8.1.17.11.2.** Brief opening statement by each of the parties;
- **8.1.17.11.3.** Witnesses (maximum two per party), examined, crossexamined and questioned by Arbitrator;
- **8.1.17.11.4.** Final argument (Brown and Beatty, or similar texts may be cited);
- **8.1.17.11.5.** The hearing will be conducted in an informal manner with limited objections and without concern for procedural irregularities;
- **8.1.17.11.6.** The arbitrator may attempt to mediate, e.g. propose a possible resolution if the parties agree and if the case has not previously been through the mediation process;
- **8.1.17.11.7.** The arbitrator may issue a verbal decision immediately. Within five (5) calendar days a written decision shall be rendered setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. The decision of the Arbitrator will be final and binding on the parties;
- **8.1.17.11.8.** The parties will equally share the cost of fees and expenses of the Arbitrator;

- **8.1.17.11.9.** The grievor and Branch Manager/Supervisor who are party to the case and one representative of the Union shall be granted leave with pay to be present at the arbitration; and

- **8.1.17.11.10.** The grievance may be removed from the expedited process at any time prior to the expedited hearing.

8.1.17.12. The terms of this agreement may be changed at any time by mutual agreement by both parties.

8.1.17.13. The terms of requirements of this agreement may be waived by mutual agreement for any specific grievance.

8.1.17.14. Expedited arbitration awards shall not set a precedent and shall not be referred to by the parties in respect to any other matter.

8.1.17.15. All settlements of expedited cases prior to the hearing are made on a without prejudice basis and shall not be referred to by the parties in respect of any other matter.

8.1.17.16. The decision of the Arbitrator shall be final and binding and enforceable on all parties but in no event shall the Arbitrator have the power to change the collective bargaining agreement or to alter, modify, or amend its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangements which, in its opinion, it deems just and equitable.

8.1.17.17. Should the parties disagree as to the meaning of the decision either party may apply to the Arbitrator to clarify the decision which it shall do within 10 calendar days.

8.1.17.18. The Arbitrator may determine the financial or other arrangements to be made in the case of any suspension, dismissal, or demotion.