

ARTICLE 5 – GRIEVANCES

- 5.01** A "grievance" shall mean any difference relating to the meaning, application, or alleged violation of this Agreement.
- 5.02** When a grievance is submitted in writing, it shall be on a standard grievance form agreed to by both parties and to be supplied by the Union.
- 5.03** "Day" for the purpose of this Article shall mean any day that is not a Saturday, Sunday or a Company Holiday recognized by this Agreement.
- 5.04.1** In the event an employee chooses to grieve on a discharge, suspension or promotion, he/she must file his/her grievance within five (5) working days of receipt of a notice on the discharge, suspension or promotion. In such cases the grievance procedure will commence at Step 2.
- 5.04.2** For grievances pertaining to other matters, the grievance must be filed within twenty (20) working days from the time the employee has been made aware of the alleged violation.
- 5.05** *STEP 1*– A grievance shall be discussed with the immediate Manager by the grievor or the grievor accompanied by the Union Representative. The immediate Manager shall have ten (10) working days from the date of this discussion in which to render an oral decision.
- 5.06** *STEP 2*– The grievance shall be submitted in writing by the Union Representative to the applicable Human Resources Business Partner within ten (10) working days of the disposition of the matter at Step 1. The Company shall within ten (10) working days, convene a meeting with the Union and render a signed and dated, written decision.
- 5.07** *STEP 3*– If a satisfactory settlement is not obtained under the previous step, then the grievance may be submitted to the Labour Relations Specialist within fifteen (15) working days of the disposition of the matter at Step 2. The Labour Relations Specialist and the respective Senior Manager or designates shall, within fifteen (15) working days, convene a meeting with the Union and render a signed and dated, written decision.
- 5.08** Grievances filed in relation to the selection of employees on job postings shall commence at Step 2 and shall be filed with

the applicable Senior Director Talent Growth & Organizational Effectiveness.

The grievance meeting will be held in the location where the grievance originated.

- 5.09** Company responses at Step 1 to Step 3 will be given or sent to the employee or the Union Representative who initiated the Step.
- 5.10** Time limits specified in Steps 1 through 3 may be extended at any time by mutual agreement in writing.
- 5.11** Grievance meetings held in relation to Step 1 and Step 2 of this procedure will be held in the location where the grievance originated. Step 3 meetings will normally be held in Winnipeg, unless circumstances concerning the cause of the grievance necessitate this meeting to be held in a regional location
- 5.12** The Union may designate up to three representatives to attend Step 2 and Step 3 grievance meetings.
- 5.13** The Company shall pay for wages during the grievance meeting and wages for time spent travelling in-town between Company buildings to attend grievance meetings.

The Union shall be responsible for:

- (1)** all Union transportation expenses;
- (2)** Union out of town travel time;
- (3)** all other expenses for Union Representatives attending grievance meetings.

This shall be applicable to all steps of the grievance procedure.

The Union Representative(s) will be allowed to process grievances on Company time to the extent outlined in this Article.

- 5.14** The grievor may, at his/her own request, or shall, at the request of the Company, attend at Step 2 or 3 of the grievance procedure.
- 5.15** Either party, without stoppage of work and after exhausting the grievance procedure established by this Agreement, may notify the other party in writing of its desire to submit the alleged violation or difference to arbitration.

Policy Grievance

- 5.16** Any difference arising between the Company and the Union relating to the meaning, application, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable may be dealt with as a policy grievance commencing at Step 3. However, by mutual agreement, a policy grievance may commence at Step 2. Whenever a difference arises between the Union and the Company, there shall be no stoppage of work, but the parties shall confer in an effort to settle the differences.
- 5.17** If the Company has a grievance against the Union, the grievance may be submitted in writing by the Director Labour Relations to the Executive Director of the Union. A Step 3 meeting will be held within ten (10) working days following the receipt of the grievance. The Union shall render a written decision within ten (10) working days of such a discussion.