

SAFETY AND HEALTH AGREEMENT

VIARAIL CANADA INC.

and

**UNIFOR, NATIONAL COUNCIL 4000
UNIFOR, LOCAL 100**

SAFETY, HEALTH & ENVIRONMENT AGREEMENT

**VIA RAIL CANADA INC.
and
Unifor National Council 4000
Unifor Local 100**

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SAFETY, HEALTH & ENVIRONMENT AGREEMENT

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1. Health and Safety Policy Committee

- 1.1.** The Corporation and the Union are committed to creating and maintaining a safe and healthy place to work. To promote this objective, a **Health and Safety** Policy Committee on Safety and Health will be established consisting of five (5) representatives of **Unifor** and five (5) representatives of the Corporation. The meetings shall be facilitated by the Corporation's **Senior Health and Safety representative**

- 1.2. The mandate** of the **Health and Safety** Policy Committee on Safety and Health shall be as follows:
 - 1.2.1.** Meet four times a year or more often as mutually agreed. Minutes shall be taken and provided.
 - 1.2.2.** Before the Corporation finalizes Safety and Health policies, the Union members of the Committee will be given an opportunity to have input and make recommendations.
 - 1.2.3.** To recommend appropriate training program for the members of the **Health and Safety** Committees and **Health and Safety** Representatives. The **Health and Safety** Policy Committee may consider such training or instruction programs as it deems necessary.
 - 1.2.4.** Review problems concerning serious or unusual situations relating to the safety and health of employees covered under the Collective Agreement as identified on behalf of **Unifor** Canada by the System Health and Safety Legislative Representatives and/or the Corporation and take necessary steps to eliminate or minimize these problems.
 - 1.2.5.** Review and analyze statistical safety and health data for all workplaces, of employees covered by the Collective Agreements and recommend appropriate action.
 - 1.2.6.** The Committee members shall participate in a spirit of cooperation and to the betterment of the safety and health of the employees in the workplace and take all reasonable measures within their powers to reach agreement on items before them. Where agreement has been reached on items before the Committee, they shall be implemented within an agreed upon time.
 - 1.2.7.** The Corporation will pay all costs associated with the setting up of the **Health and Safety** Policy Committee and continuing costs associated

with the functions of such committee, including but not limited to lost wages and expenses of employees of the Corporation on the Committee.

2. Corporation Duties

- 2.1. The Corporation shall institute and maintain all necessary precautions to ensure every worker a safe and healthy workplace and to protect the environment.
- 2.2. The Corporation shall comply in a timely manner with the Canada Labour Code, Part II, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines as they impact on Safety and Health. All standards established under these laws are a minimum acceptable practice to be improved upon by agreement of the **Unifor-VIA Rail Health and Safety** Policy Committee.

3. Joint Health and Safety Committees

- 3.1. The Corporation and the Union agree to maintain the established Joint **Health and Safety Committees and Health and Safety Representatives** in accordance with the Canada Labour Code, Part II, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice and guidelines.
- 3.2. Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the union members. The other co-chairperson shall be a Corporation member.
- 3.3. Union committee members shall be given sufficient time to address Safety, Health and environmental issues that impact on safety and health.
- 3.4. During all absences of the union co-chairperson the Corporation shall recognize an alternate co-chairperson designated by the union.
- 3.5. The Committee shall assist in creating a safe and healthy place in which to work and one which does not harm the environment as it relates to Safety and Health, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice and guidelines. The Corporation shall endeavour to comply with the recommendations of the Committee.
- 3.6. Without limiting the generality of the foregoing, the Committee shall:
 - 3.6.1. Determine that the required inspections have been carried out at least once a month. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that harm the environment.
 - 3.6.2. Participate in the evaluation of all potential new equipment purchases or changes to the workplace including work processes and practices for potential hazards and recommend alternative purchases processes or practices if they deem them appropriate.
 - 3.6.3. Participate in the preparation of job safety analyses, if required, in conjunction with the workers concerned. The Corporation will not use breach of the Job Safety analyses as grounds for discipline.

- 3.6.4. Participate in accident and incident investigations. A Union committee member shall be involved.
- 3.6.5. Recommend measures required to attain compliance with appropriate laws which will correct hazardous conditions or conditions which may harm the environment as it relates to Safety and Health.
- 3.6.6. A union committee member or union safety representative shall have the right to participate in safety and health inspections and work refusals.
- 3.6.7. Solicit and consider recommendations from the workforce with respect to Safety Health and environmental matters as it relates to Safety and Health and recommend implementation where warranted.
- 3.6.8. Hold regular meetings at least once a month or more frequently if mutually agreed by the union and the Corporation co- chairpersons for the review of:
 - a) reports of current accidents, industrial diseases, and environmental accidents and incidents as they relate to Safety and Health, their causes and means of prevention;
 - b) remedial action taken or required by the reports of investigations or inspections;
 - c) any other matters pertinent to safety, health and the environment.
- 3.6.9. Regular meetings shall be conducted during the day shift or another day shift as soon as possible thereafter if unable to finish all the business before the committee that day.
- 3.6.10. Record the proceedings of the Committee, which shall be signed by the co-chairpersons after their accuracy has been determined, distribute them to Committee members and post them on the bulletin boards.
- 3.6.11. Have full access to all government and employer reports relating to the Safety, Health and environment of the employees represented by the committee.
- 3.7. Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid at the rate of pay they receive in their classification. This shall include all time spent out of the workplace on Safety, Health and environmental matters as they relate to safety and health.
- 3.8. The union committee members shall have 1 hour to meet prior to the regular monthly meeting to ensure that the meeting is conducted efficiently.

4. Employee Health and Safety and Environment Committee Co-Chairperson (Local and Policy Chairperson)

- 4.1. **An employee chairperson shall be provided access, where available, to a work space with filing cabinets, a desk, chairs, a telephone, a photocopy machine, computer (laptop), and a fax machine. The laptop will be provided to the employee chairperson for work specific to committee purposes and for the use of all committee members. The laptop will remain the property of VIA Rail.**

- 4.2. The Health and Safety Committees and Health and Safety Representatives shall be provided access to any system the corporation uses to track health and safety, when applicable and in compliance with the VIA Rail confidentiality and protection of personal information guidelines. If access can't be provided for the above-mentioned reasons, other means will be put in place to provide access to the Health and Safety information to the Health and Safety Committees and Health and Safety Representatives.
- 4.3. The employee chairperson will work in collaboration with the employer chairperson to achieve the priorities and objectives of the Health and Safety Committees (Policy and Local).

5. Dangerous Circumstances

- 5.1. The Corporation agrees that members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. "Dangerous circumstances" are considered to be any breach of the Canada Labour Code, Part II or the regulations thereto or situations that pose a danger to the employee(s) and are not the normal conditions of employment.
- 5.2. If the committee member determines that there is a dangerous circumstance as set out above, he or she must meet with the **responsible** Supervisor to endeavour to reach agreement on appropriate action to be taken.
- 5.3. The Committee member and the Supervisor must both agree to halt the work, the use of any part of the workplace or the use of any equipment, machine, device, article or thing.

6. Right to Refuse

- 6.1. The Corporation shall ensure that all employees are informed about their right to refuse hazardous work which may harm them, or another employee, under the Canada Labour Code Part II and that signs are posted in the workplace advising them of this right.
- 6.2. If a worker exercises his or her right to refuse, he or she shall notify the supervisor and a Union member of the Committee. The employee will be removed from the alleged dangerous situation and can be assigned to other work. The employee shall participate fully in the investigation of the hazard.
- 6.3. Prior to assigning the work to another employee, the supervisor and the Committee member will explain the nature of the work and the reason for the work refusal, as well as the individual employees' rights under the Canada Labour Code Part II.

7. No Disciplinary Action

- 7.1. No employee shall be dismissed, suspended, laid off, threatened or intimidated for exercising their rights under the Canada Labour Code, Part II, its regulations, standards and codes of practice and environmental laws as they relate to Safety and Health, regulations or codes of practice.
- 7.2. No employee shall be dismissed, suspended, laid off, threatened or intimidated for refusing to work on a job or in any workplace or to operate any equipment

where he/she believes that it would be unsafe to himself/herself, their fetus, or another employee or the environment as it applies to Safety and Health.

- 7.3. For the employee who refuses work under Article 8, there shall be no financial penalty, loss of pay, seniority or benefits during the period of refusal.

8. Whistleblower Protection

- 8.1. It is the responsibility of the Corporation and its employees to notify the appropriate authorities and the Corporation (if applicable) if there is a release of a hazardous substance to the air, land or water systems beyond acceptable limits.
- 8.2. No employee shall be dismissed, suspended, laid off, threatened or intimidated, for performing this duty.

9. Education and Training

- 9.1. No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- 9.2. The Corporation shall provide each employee with appropriate training as recommended by the local **Health and Safety** Committee. Additionally, **Health and Safety** Committee members and **Health and Safety** Representatives shall be provided specific training for Safety and Health in a course to be developed in co-operation with the Union.
- 9.3. All members of the Joint **Health and Safety** Committee and **Health and Safety Representatives** will receive the training set out in Article 9.2 during the duration of the present Collective Agreement. **All new members to committees or representatives will receive the training within 3 months of joining the committee. When not practical to meet the 3-month timeframe, a mutual agreement will be arranged between the VIA Rail Senior Health and Safety representative and the System Health and Safety Legislative Representative Local 100 and the National Council 4000.**
- 9.4. The Corporation will pay employees receiving training in accordance with the terms of the applicable Collective Agreement.
- 9.5. All health and safety committee members, alternates and representatives shall receive training in the Corporation's Safety Management System, with special emphasis on participation in **Hazard and Risk Assessment** process.

10. Accident and Incident Investigations

- 10.1. Every **hazardous occurrence** which had the potential to cause serious personal injury or death must be investigated within acceptable limits.
- 10.2. An **employee** committee member shall participate in the investigation of the **hazardous occurrence with the responsible** supervisor.
- 10.3. The Corporation shall immediately notify the committee and Environment

Canada of all incidents involving a release of harmful substances to the air, land or water systems beyond acceptable limits.

10.4. Accident and Incident Investigation Reports shall contain:

10.4.1. The place, date and time of the accident or incident;

10.4.2. The names and job titles of persons injured, where applicable. Names shall be omitted from published reports;

10.4.3. The names of witnesses;

10.4.4. A brief description of the accident or incident within acceptable limits;

10.4.5. A statement of the sequence of events which preceded the accident or incident;

10.4.6. The identification of any conditions or procedures which contributed in any manner to the accident or incident;

10.4.7. Recommended corrective actions to prevent similar occurrences;

10.4.8. The names of the persons who investigated the accident and;

10.4.9. The date of review by the local Safety and Health Committee.

11. Disclosure of Information

11.1. The Corporation shall notify all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

11.2. The Corporation shall provide the Committee with written information (MSDS) which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information (MSDS) shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

11.3. The Corporation shall provide as much notice as possible to the Committee of all new substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken prior to their introduction.

12. Monitoring

12.1. Where there is a likelihood that the safety or health of an employee in the work place is or may be endangered by exposure to a hazardous substance, the Corporation shall, without delay;

12.1.1. Appoint a qualified person to carry out an investigation in that regard, and

12.1.2. For the purposes of providing for the participation of the Safety and Health Committee or Safety and Health Representative, if either exists, in the investigation, notify either the Committee or representative of the proposed investigation, the name of the qualified person appointed to carry out that investigation and provide for the opportunity to be present

at the commencement of the investigation.

- 12.2.** The Corporation shall promptly supply the results of any monitoring it conducts or arranges and the results of any monitoring by any government agency to the Committee and copies of the study to be given to the Committee and communicated to those affected.

13. Toxic Substances and Waste Reduction

- 13.1.** The Corporation shall, in consultation with the Committee:

13.1.1. Ensure to the greatest extent possible the use of substances in work processes which will eliminate or minimize harm to the employees and to the environment.

13.1.2. Evaluate all substances used or produced in the workplace to determine if a less hazardous substance can be substituted. Where a substance is in compliance with the applicable laws or regulations, but a less hazardous substitute is available, as effective and is the same or comparable value, use it in place of the first substance.

13.1.3. Where suitable less hazardous replacements cannot be found, proper protective equipment shall be provided, and shielding will be arranged.

13.1.4. All substances that cannot be substituted shall be evaluated and handled in the following manner in order of preference with the preferred method to be recommended by the Committee:

- a)** Reused;
- b)** Recycled;
- c)** Disposed of in a manner to eliminate or minimize harm to the environment;
- d)** Stored in an environmentally sound manner according to established regulations or guidelines.

14. Right to Accompany Inspectors

14.1. A Union committee member shall be allowed to accompany government inspectors (Safety, Health and Environment) on an inspection tour.

14.2. The Corporation shall give a copy of the reports or any other written documents received from the inspector to the committee.

14.3. The Corporation shall give a copy of any replies to such reports or documents to the relevant Committee.

15. Access to the Workplace

15.1. The System **Health and Safety** Legislative Representative, Local 100 and the designated equivalent representative of National Council 4000 and those individuals they may need to assist them, shall be provided access to the workplace to attend meetings of the Committees and act as a resource person for the Committee members. The said representatives will provide as much notice as possible to the appropriate Supervisor of their planned attendance at the workplace.

16. Confidentiality of Health Information

- 16.1. The parties to this agreement recognize the importance of confidentiality of medical information and of access by employees to their own health information.

17. Ventilation

- 17.1. The Corporation shall ensure that adequate local exhaust ventilation systems are installed and maintained on all sources of hazardous airborne contaminants in conformity with the Canada Labour Code Part II and regulations thereto.
- 17.2. The Corporation shall ensure that adequate general ventilation systems are installed and maintained in accordance with the Canada Labour Code Part II and regulations thereto.
- 17.3. The Corporation shall endeavour to ensure that airborne contaminants are not released into the environment.

18. Noise Abatement

- 18.1. The Corporation shall ensure compliance with the requirements of the Canada Labour Code Part II and the regulations thereto regarding Levels of Sound in the workplace.

19. Vibration

- 19.1. The Corporation shall ensure compliance with the requirements of the Canada Labour Code, Part II and the regulations thereto regarding Vibration in the workplace.

20. Heat and Cold Stress

- 20.1. The **hazard** of heat and cold stress is to be reviewed by the **Policy Health and Safety Committee in collaboration with the Local Health and Safety Committees** to achieve compliance with the Canada Labour Code Part II and the regulations thereto.

21. Ergonomics

- 21.1. The **Health and Safety** Policy Committee shall review the issue of Ergonomics and endeavour to establish an overall policy for the Corporation **which complies with the requirements of the Canada Labour Code**

22. Protective Clothing and Equipment

- 22.1. Employees whose work requires them to wear protective devices shall be provided with all necessary tools, equipment and protective clothing required **and training required to use such tools, equipment or protective clothing**, including, but not limited to:

- 22.1.1. Eye protective devices;

- 22.1.2. Specialized protective clothing required by the Corporation for a specific operation;
- 22.1.3. The Corporation shall provide all employees whose work requires it with personal work coveralls, at no cost to the employees.
- 22.1.4. Safety footwear allowance of \$125.00 per year, **or as per each individual collective agreement.**

23.Lockout and Blue Flag Program

- 23.1. The parties recognize the need for a lockout and blue flag procedure. This rule is in addition to and in conjunction with Appendix I of Collective Agreement #3.
- 23.2. Employees who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems (including train yard inspection and rip or shop track repair) where lockout is required, shall receive lockout training.
- 23.3. The Corporation shall provide employees with sufficient numbers of personal locks to ensure that all equipment and machinery is locked out before equipment is inspected, maintained or repaired.
- 23.4. All lockout training shall be completed within six (6) months of the effective date of the Agreement.

24.Confined Space Entry

- 24.1. Confined space means an enclosed or partially enclosed space that:
 - 24.1.1. Is not designed or intended for human occupancy except for the purpose of performing work;
 - 24.1.2. Has restricted means of access and egress; and,
 - 24.1.3. May become hazardous to an employee entering it due to its design, construction, location or atmosphere, the materials or substance in it, or any other condition relating to it.
- 24.2. An assessment of physical and chemical hazards of confined spaces in the workplace shall be carried out every 3 years unless otherwise provided. It will also specify what tests are to be carried out to determine if there are physical or chemical hazards present when work is to be carried out.
- 24.3. With the assessment report and in consultation with the Local **Health and Safety** Committee, the Corporation will establish procedures for those entering confined spaces and where practicable, establish an entry permit system.
- 24.4. Prior to entering a confined space, a qualified person will test for unacceptable levels of chemicals, gasses, liquids or free flowing solids according to the assessment.
- 24.5. Where the tests indicate unacceptable levels of chemicals, gasses, liquids or free flowing solids or it is determined that acceptable levels cannot be maintained for the entire time a person is in the confined space, entry can only be made after;
 - 24.5.1. The confined space is properly ventilated to acceptable levels, or;

- 24.5.2.** Where airborne hazardous substances or chemical agents will be present, or the atmosphere will be oxygen deficient or enriched, the person is provided with and is wearing proper respiratory equipment, or;
- 24.5.3.** Where there **are** unacceptable levels of explosive or flammable substances, a qualified person maintains fire watch with specified emergency equipment, whichever is applicable in the circumstances.
- 24.6.** In addition, when a person enters a confined space in the circumstances set out above, they will be attached to an appropriate safety harness attached to a lifeline securely anchored outside the confined space and the lifeline will be attended by another person stationed outside the confined space, in communication with the person inside and equipped to effect a rescue if required.
- 24.7.** The provisions of the Canada Labour Code Part II and the regulations, particularly Part XI dealing with Confined Spaces, shall provide the minimum standard.

25. Hand Protection

- 25.1.** The Local Health and Safety Committees **and Health and Safety Representatives** shall review their premises to ensure compliance with the Canada Labour Code Part II and the regulations thereto.

26. First Aid Attendants

- 26.1.** There shall be qualified first aid attendants holding a St. John Standard certificate present on all shifts and in each workplace. The first aid attendants will be members of the bargaining unit or management. Details of the workers to be designated as first aid attendant shall be jointly agreed upon by the Corporation and the appropriate **Unifor** Local at each workplace.
- 26.2.** The employer shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.
- 26.3.** The Corporation shall provide in each workplace, or in close vicinity thereof, a private first aid station/room supplied with those supplies and equipment recommended by the Committee.
- 26.4.** At the time of the injury, the first aid attendant shall accompany injured employees transported off the property for medical attention by means other than ambulance when it is deemed to be necessary.
- 26.5.** The shift and workplace first aid attendant shall be granted adequate time to properly attend to workers injured at his/her workplace.
- 26.6.** Employees will be given refresher courses every three years in first aid and CPR techniques.
- 26.7.** The First Aid training for front line employees will include choking for infants and children as part of recertification.

27. Safety Talk Program

- 27.1. **Health and Safety** Policy Committee will establish a Safety Talk program.
- 27.2. The Committee at each workplace will participate in the development and delivery of Safety Talk programs.
- 27.3. The effectiveness of the Safety Talk programs will be reviewed and monitored by the **Health and Safety** Policy Committee.

28. System Health & Safety Legislative Representative Local 100 & National Council 4000

- 28.1. The System **Health and Safety** Legislative Representative shall work with the Corporation **Health and Safety** representatives to solve problems as required with the most serious problems given priority to ensure immediate resolution.
- 28.2. **The System Health and Safety Representative will be expected to fulfill his duties at the Headquarters. He will be provided with a workspace, a filing cabinet, a desk, a telephone, a photocopy machine and a laptop.**
- 28.3. The System **Health and Safety** Legislative Representatives for Local 100 and National Council 4000 shall be recognized by the Corporation as the duly authorized representatives for their respective Local and National Council on Safety, Health and Environment issues.
- 28.4. The Corporation shall recognize that the System **Health and Safety** Legislative Representatives' **duties** include, but are not limited to the following;
 - 28.4.1. Meet with local Committees on a regular basis;
 - 28.4.2. Review the activities of local Committees;
 - 28.4.3. Review and recommend changes to existing workplace programs;
 - 28.4.4. **Review** compliance with all Legislative and Regulatory requirements **and advise of non-compliances**;
 - 28.4.5. Establish communication/liaison with workplace union and Management representatives and government enforcement agencies;
 - 28.4.6. Assist local Committees in the investigation of fatalities and critical injuries;
 - 28.4.7. Assist local Committees in the development and delivery of training programs;
 - 28.4.8. Review all orders, directions and governmental enforcement reports relating to Safety and Health;
 - 28.4.9. Handle all complaints, appeals and issues filed under the Canada Labour code, Part II Section 133, on behalf of their respective members;
 - 28.4.10. Represent their respective members on railway operational Safety and Health matters.

29. National Day of Mourning

29.1. The **Health and Safety** Policy Committee will determine an appropriate manner to commemorate, on April 28th each year, all Canadian workers killed or injured on the job.

30. Employment of Disabled Persons

30.1. The Corporation recognizes its' obligation to accommodate disabled persons under the Canadian Charter of Rights and Freedoms, the Canadian Human Rights Code, the Collective Agreements and all other applicable legislation and regulations thereto.

31. Non-Smoking Policy

31.1. The Corporation will renew its commitment to its non-smoking policy which protects the rights of non-smokers, promote awareness of the effects of smoking and second-hand smoke and provide assistance to those employees who wish to stop smoking.

32. Dispute Resolution

32.1. Any complaint or grievance concerning the interpretation, application or alleged violation of this Agreement shall be dealt with as described below.

32.1.1. STEP 1

The employee may present the complaint or grievance to his or her immediate supervisor for adjustment. If not adjusted, the employee may notify the Local Chairperson or designate, within ten (10) calendar days from the date of the alleged complaint or grievance.

The Local Chairperson or designate, within twenty (20) calendar days from the cause of the grievance, may present the grievance in writing to the Manager or equivalent representative of the Corporation, who will give a decision in writing within ten (10) calendar days of receipt of the grievance.

32.1.2. STEP 2

Within Twenty (20) calendar days of receiving the decision under Step 1, the Local Chairperson Council 4000 or the Vice- President Local 100 as applicable, or their designates, may appeal in writing to the Director or authorized representative. A decision will be rendered within twenty (20) calendar days of receiving appeal under Step 2.

32.1.3. STEP 3

Within twenty (20) calendar days of receiving the decision under Step 2, the Regional Representative Council 4000 or Local President Local 100 as applicable, or their designates, of the Union may appeal in writing to the Director of Labour Relations of the Corporation or authorized representative by requesting a joint conference to be held within forty

(40) calendar days, identifying the article or articles involved, to review the facts of the grievance. The Corporation may convene the joint conference or advise in writing that it does not agree that a joint conference is necessary. A written decision will be rendered within twenty (20) calendar days of the date of the joint conference or the correspondence. Failing satisfactory settlement, the grievance may then be referred to arbitration as set out in this Agreement.

- 32.2.** The time limits as provided in Article 34 may be extended by agreement between the respective parties at any step of the grievance procedure.
- 32.3.** All conferences between line officers and the Local chairperson or designate will be held by appointment and concluded during regular working hours without loss of earnings to the Local chairperson or designate concerned.
- 32.4.** If any of the aforementioned union representatives should consider that a provision of this agreement has been violated, he or she may initiate a grievance within twenty (20) calendar days from the cause of the grievance at Step 1 of the dispute resolution procedure or at Step 2 if mutually agreed.

33. Final Disposition of Grievances

- 33.1.** A grievance concerning the interpretation or alleged violation of this Agreement, which is not settled through the grievance procedure, may be referred by either the Union or the Corporation herein defined as “the parties”, to a single arbitrator or to a mediation/arbitration process for final and binding settlement without stoppage of work.
- 33.2.** Both the Corporation and the union must agree that a mediation/arbitration process is appropriate for the resolution of the grievance, failing such mutual agreement, the grievance will proceed to a single arbitrator for final and binding settlement as set out hereafter.
- 33.3.** The party requesting arbitration must so notify the other party in writing within forty (40) calendar days following the date the decision was rendered at the last step of the grievance procedure.
- 33.4.** Within forty (40) calendar days of the date of receipt of a request for arbitration, the parties shall endeavour to agree on the name of the Arbitrator. If agreement is reached within forty (40) calendar days, the dispute must be docketed with that Arbitrator within twenty (20) calendar days of said agreement. If agreement is not reached, the party requesting arbitration may then request the Minister of Labour to appoint an Arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made not later than twenty (20) calendar days following the forty (40) day period referred to in this paragraph.
- 33.5.** A Joint Statement of Issue and Facts of the dispute and reference to the specific provision or provisions of the Agreement allegedly violated shall be jointly submitted to the Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue and Facts, each party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.
- 33.6.** The hearing shall be held by the Arbitrator in the respective region where the

grievance originated, unless otherwise mutually agreed, or unless the Arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

- 33.7.** At the hearing before the Arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 33.8.** Disputes arising out of modifications or additions to this Agreement are specifically excluded from the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Agreement.
- 33.9.** The Arbitrator's decision shall be rendered, in writing, together with written reasons therefore, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties of the dispute.
- 33.10.** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration and expenses of the Arbitrator, shall be divided equally.
- 33.11.** The time limits in Article 35 may be extended by mutual agreement between the parties.