

ALTERNATE DISPUTES RESOLUTION PROCESS

1. Notwithstanding the procedural requirements of the collective agreement, the parties agree to submit grievances not resolved at joint conference to expedited Mediation/Arbitration on a semi annual basis. Grievances to be excluded from the expedited Mediation/Arbitration include:

- Discipline cases in regard to employees with active discipline over 45 demerits.
- Discipline cases involving the assessment of demerits in excess of 30.
- Dismissal cases.
- Out of service disputes.
- Cases dealing with Legislative matters.
- Contracting Out cases.
- Any other cases mutually agreed not to be progressed in the expedited forum.

2. The expedited hearing in each region shall be scheduled semi-annually in April and September of each year, or as otherwise mutually arranged. The hearings shall be held in Toronto for Great Lakes Region, Montreal for St. Lawrence/Atlantic Region, Winnipeg, for the Prairie Region and Vancouver or Edmonton for the Mountain Region. The Union shall submit a list of grievances to the Company to be submitted to expedited mediation/arbitration 30 days prior to the expedited hearing, unless otherwise agreed. To the extent possible, all grievances except those specifically excluded by item #1 above, shall be placed into the expedited process.

Expedited cases shall be referred to agreed upon arbitrators according to the following procedures:

3. In accordance with Rule 28.4 of the Collective Agreement: a Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective 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, 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.

4. At the hearing the positions of the parties shall be presented orally. Written briefs need not be utilized in the presentation of expedited cases. Each party shall be given a total of ten (10) minutes to present its position and arguments and then an additional (4) minutes each for rebuttal. The normal burden of proof shall prevail. The parties may submit such documents, including a maximum one page summary of the parties presentation, records or other evidence as they deem appropriate, subject to the normal rules of admissibility and discretion of the arbitrator. In circumstances in which a case is progressed to expedited mediation/arbitration on an ex parte basis, each party shall be given a total of 20 minutes to present its position with the additional 4 minutes each for rebuttal.

5. Awards shall not be precedential for the purposes of any future case. Expedited awards shall not be quoted or otherwise cited at the presentation of any other cases before any Arbitrator, and shall not be reported, except to the parties, save as required by the Canada Labour Code . Written reasons for the award shall be provided only to the parties to the grievance and they shall be numbered in sequential order, for administrative ease of identification only. However, the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable Collective Agreement. The Arbitrator shall, upon request of either party, or if he/she deems fit, issue an immediate award, to be followed up with a more detailed confirmation in writing.

6. Where, at any time during the filing or presentation of a case under this process, it appears to the arbitrator, after consultation with the parties, that the case is not appropriate for proper hearing and disposition under this process, and should be heard through the normal arbitration procedures, he or she may refer the matter back to the parties to be progressed in accordance with the normal operation of Rule 28.

7. Notwithstanding the foregoing, the parties, may, by mutual agreement, request that mediation be involved at any time in the Expedited Process. The Arbitrator may, at his sole discretion, mediate the dispute in advance of the commencement of the Expedited hearing. Any mediated settlement shall be without prejudice to either party and shall not be construed as an admission of liability by either the Company or the Union.

8. Representations and arguments during this process shall be restricted and limited for each case, to not more than two spokespersons for the Union and two for the Company. Legal counsel will not be permitted to attend on behalf of either party. Witnesses will not be called but affidavits and witness statements may be tendered as evidence.

9. Each decision rendered under this process, shall be final and binding upon the Company, the Union and any implicated employees. The Arbitrator shall remain seized for each case presented.

10. The parties agree that these cases can be instructional and results should help with interpreting and addressing similar issues that might arise in the workplace.

11. The parties agree that the following Arbitrators shall be utilized to hear the expedited cases:

For Ontario – East: The primary arbitrators shall be C. Albertyn and M.G. Picher. These arbitrators shall be utilized in rotation. Should the Arbitrators mentioned herein not be available in the months prescribed above, the parties will utilize the following arbitrators as replacements: F. W. Weatherill and H. Frumkin.

Manitoba – West: The primary arbitrators shall be V. Ready and D. Jones. These arbitrators shall be utilized in rotation. Should the Arbitrators mentioned herein not be available in the months prescribed above, the parties will utilize the following arbitrators as replacements: H. Allan Hope and J. Moreau.

If none of the above arbitrators are available, the parties will make every effort to agree on an alternate Arbtrator. If no agreement is forthcoming, either party may apply to the Minister of Labour for an appointment of an Arbitrator.

12. Any and all fees charged by or costs and expenses incurred by the Arbitrator shall be shared equally between the Company and the Union.