



Article: XV

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Subject: INTERPRETATION AND ARBITRATION

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ARTICLE XV - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

- a) In case of any dispute arising regarding the interpretation of this Agreement which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner.
- b) Either Party may notify the other Party in writing by Registered Mail on the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the Interpreter selected by the Parties.
- c) The Parties agree to _____ as the Interpreter for the duration of this Agreement.
- d) In the event that the Interpreter as provided for in c) herein is not available to preside as Interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a Judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside as Interpreter for the dispute then pending.
- e) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Parts.



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There are two types of arbitration proceedings covered under this Article. The first of these is covered by Section 1, Interpretation, and deals with differences of opinion which arise in the interpretation of the Collective Agreement and have usually been previously discussed in a Right of Reference process.

The second type is covered under Section 2, Arbitration, and usually deals with the grievance of an individual or individuals that has not reached a satisfactory resolution in the course of the grievance procedure (Article XIII).

Section 1: Interpretation

This section outlines the procedures following the Right of Reference process when a mutually agreeable interpretation has not been achieved.

Under sub-section c), the interpreter is not specifically designated. This was historically the case, however, more recently the parties have agreed to leave this blank and agreed to the designation of an interpreter on an as needed basis to allow for some flexibility. There have only been several interpretations over the last 30 years of CONIFER. Sub-section d) has never been utilized.



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ARTICLE XV – INTERPRETATION AND ARBITRATION

Section 2: Arbitration

- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the Parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated.
- c) After receiving such notice and statement, each of the Parties will then refer the matter in writing to the Arbitrator who has been selected by the Parties.
- d) The Parties shall appoint a panel of three (3) Arbitrators. If the Parties fail to appoint the required three (3) Arbitrators, they shall forthwith request the Honorable Minister of Labour of the Province of British Columbia to appoint the arbitrators required. As per the October 27, 2003 Memorandum of Agreement, the Parties agree to review the panel of arbitrators and replace as jointly agreed upon.
- e) The single Arbitrator shall be selected from the panel of three (3) Arbitrators on a rotational basis.
- f) In the event that the Arbitrators provided for in this Section are not available to preside as Arbitrator under this Section, the Parties agree to meet and attempt to select a mutually satisfactory arbitrator. If unable to select one which is mutually satisfactory, the Parties further agree to request the Honorable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
- g) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all their rights and privileges preserved under the terms of this Agreement. The Arbitrator shall further make the determination on the amount of lost pay to be paid to the employee.
- h) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.



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Section 2: Arbitration

This section spells out all the aspects of the arbitration process. This process is typically engaged following unsuccessful efforts to resolve a dispute in the grievance procedure (Article XIII).

The parties have agreed to appoint a panel of three arbitrators. The rotational assignment of arbitrators is orchestrated through the CONIFER office. From time-to-time specific arbitrators may change. When this occurs CONIFER staff will notify member companies.

Occasionally arbitrators are assigned and the matter does not ultimately proceed to arbitration. Members are reminded to advise CONIFER staff when this occurs. Also, members are reminded to notify CONIFER staff of arbitration dates and location. Finally, please be reminded to submit resulting arbitration awards to the CONIFER office.

The decision of an Arbitrator is final and binding upon the parties.



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Section 3:

The Parties of the First and Second Parts will each bear one-half (1/2) of the expenses of interpretations and arbitrations including the salary of the Interpreter or Arbitrator plus any stenographic, secretarial and rent expenses which may be incurred in respect of such proceedings.

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held at such place as may be decided by the Arbitrator.

Section 5: Expedited Arbitration

A Committee shall be established to develop and implement a system of expedited arbitration of grievances. The chairperson of this Committee will be H Allan Hope, Q.C. The Committee shall report to the parties not later than July 1st, 1984.

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Section 5: Expedited Arbitration

Refers to a historical intention to develop and implement a system of expedited arbitration of grievances. This was not finalized.