

Article A.7: Expedited Arbitration

❖ Overview

The following is a summary of the expedited arbitration procedure. All time limits are based on “working days,” which include both instructional and non-instructional days.

❖ Article A.7: Expedited Arbitration

1. **Scope**

*By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.**

2. **Process**

a. *The grievance shall be referred to one of the following arbitrators:*

- i. Mark Brown*
- ii. Irene Holden*
- iii. Chris Sullivan*
- iv. Elaine Doyle*
- v. Judi Korbin*
- vi. John Hall*

b. *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*

c. *Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.*

d. *If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.*

- e. *The written submissions shall not exceed ten (10) pages in length.*
- f. *As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.*
- g. *The parties will use a limited number of authorities.*
- h. *The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.*
- i. *Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.*
- j. *All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.*
- k. *Neither party shall appeal or to seek to review a decision of the arbitrator.*
- l. *The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- m. *Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.*
- n. *The parties shall equally share the costs of the fees and expenses of the arbitrator.*
- o. *Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.*

❖ Explanation

<p>A.7.1</p>	<p>1. Scope</p> <p><i>By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.*</i></p>
	<p>A.7.1 provides for referral of a grievance to expedited arbitration only where the expedited referral is agreed to by both parties. This agreement is between BCPSEA (in consultation with the district) and BCTF (in consultation with the local union).</p> <p>If the parties do not mutually agree to utilize the expedited arbitration process, either party can refer the grievance to arbitration in accordance with G.6.6 or G.6.7.</p>
<p>A.7.2</p>	<p>2. Process</p> <p>a. <i>The grievance shall be referred to one of the following arbitrators:</i></p> <ul style="list-style-type: none"> i. <i>Mark Brown</i> ii. <i>Irene Holden</i> iii. <i>Chris Sullivan</i> iv. <i>Elaine Doyle</i> v. <i>Judi Korbin</i> vi. <i>John Hall</i> <p>b. <i>The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.</i></p>
	<p>The arbitrator to be appointed to hear and provide a decision on the expedited arbitration will be one of the six arbitrators listed in A.7.2.a or a different arbitrator provided that arbitrator is agreed to by both BCPSEA (in consultation with the district) and BCTF (in consultation with the local union).</p> <p>BCPSEA and BCTF are able to modify the list of six arbitrators by adding or deleting arbitrators if both are in agreement to do so.</p>
	<p>c. <i>Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.</i></p> <p>d. <i>If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.</i></p> <p>e. <i>The written submissions shall not exceed ten (10) pages in length.</i></p>

	<p><i>f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.</i></p> <p><i>g. The parties will use a limited number of authorities.</i></p> <p><i>h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.</i></p> <p><i>ii. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.</i></p> <p><i>j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.</i></p> <p><i>k. Neither party shall appeal or to seek to review a decision of the arbitrator.</i></p> <p><i>l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.</i></p> <p><i>m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.</i></p> <p><i>n. The parties shall equally share the costs of the fees and expenses of the arbitrator.</i></p>
	<p>A.7.2.c through A.7.2.n establish a procedure and timeline for the expedited arbitration process. Of particular note is A.7.2.f which prevents outside legal counsel from representing the parties, this means that district staff and local union representatives will need to be prepared to present the case to the arbitrator.</p>

❖ Implementation

This article was introduced as part of the 2013-2019 collective agreement and implemented as of September 17, 2014.

❖ Relationship to Other Articles

See Article A.6: Grievance Procedure.