

# TIME IS NOT ON OUR SIDE

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**A** well-known saying among Unionists and others who defend the rights of the oppressed is “Justice Delayed Is Justice Denied”. We in the Mail Handler craft know this all too well. Unfortunately, there are many within the ranks of the employer who embrace this concept in a way that is designed to thwart our never-ending efforts to protect the contractual rights we have earned through decades of struggle. Many have heard the misguided and malignant in management announce to anyone who will listen that those who have been maliciously denied their contractual rights will just have to grieve it and that they may win their grievance but will have to wait for it. It is apparent that the greatest impediment to getting the day-in-court we deserve when our rights are violated is the employer's efforts to slow the grievance-arbitration process and to deny us justice. For those who are not familiar, the contract provides that

“Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause unless the parties agree in writing to extend the fourteen (14) day period.”

The penalty for missing this time limit is a waiver of the right to challenge the violation. In other words, we are “shit outta luck”. Oh yes, the employer has time limits too, but when they fail to meet those time limits within the grievance procedure we don't win by default. Our reward is that we get to move it to the next step in the grievance process. The time limits for management are that they must answer a step one grievance as soon as practicable but not later than five days

from the step one meeting. If they don't answer within five days the clock for the Union to appeal starts to tick and we have ten days to appeal it to the second step of the process. Once appealed to the second step, the employer's designee has seven days to meet with the Union. This is where the impediment rears its ugly head, and our right to justice begins its delay. For me, the jury is still out on whether the delay-tactics at this level are deliberate or simply a matter of poor or incompetent management. It is hard to argue against the latter, but one can never be too sure. The right to request an extension to any grievance time limits exists for both parties and must be mutually agreed to and always in writing. This provision can be beneficial for either side. This is true for a variety of reasons. However, for me, the employer has much more to gain when we agree to delay, as we are the moving party and they have no real interest in seeing that justice is served. At this point they can only lose. For those who file and argue grievances and for those who are the subject of the grievance and potential benefactor of a winning case, unilateral delays by the employer, like not meeting or rendering a decision on a grievance, should not be tolerated. When granting extensions, Representatives of the Union are urged to ensure that we have a written and signed agreement to extend grievance processing time limits to fully protect our rights under the National Agreement. With no written extension, a waiver of the grievance and our right to remedy may be in jeopardy.

In Solidarity,  
John Gibson