# ARTICLE 9 GRIEVANCES

All provisions of this collective agreement are subject to this Article.

## 9.1 GENERAL

A. Prior to filing a grievance, the parties will undertake reasonable steps to try to resolve the issue(s) under dispute.

B. Definitions

1. Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Agreement.

2. Grievor: The grievor is the Association which initiates a grievance on behalf of a member or group of members or itself; or the University.

C. The Parties shall have carriage of all grievances which they respectively initiate. The University shall deal only with the Association with respect to a grievance.

## 9.2 TIME LIMITS

A. Initiation

The Association or the University shall initiate the grievance process according to procedures outlined in 9.3 or 9.4 within sixty-six (66) working days after the occurrence of the incident giving rise to the grievance, or sixty-six (66) working days from the date events giving rise to the grievance ought reasonably to have been known, whichever is later.

B. Continuation

In the event a party fails to reply in writing as specified in this Article within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

C. Extensions

The time limits specified in this Article may be extended by written mutual agreement by the parties. Such agreement should not be unreasonably withheld. It is also understood that the timelines for the submission and processing of grievances will be suspended for the months of July and August in each year and that time limits will be extended accordingly.

### 9.3 ASSOCIATION GRIEVANCE PROCEDURE ON BEHALF OF A MEMBER OR GROUP OF MEMBERS

A. A grievance shall be in writing signed by a representative designated by the Association and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. The grievance will be filed in writing with the appropriate Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing or Vice-Provost, Students or their respective designate (University representative).

B. No later than 10 working days following the receipt of the grievance, the Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing, Vice-Provost, Students, and/or the University representative(s), shall meet with the Association representatives. In the case of a member grievance, the aggrieved member shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.

C. If the grievance is resolved at this stage, such resolution shall be documented and countersigned by the Association representative and the University representative within 10 working days of the meeting at which the settlement was reached.

D. In the event that the parties cannot resolve the grievance within 10 working days of the meeting(s) specified in 9.3.C, the Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing or Vice-Provost, Students or the University representative shall within a further 10 working days forward in writing to the Association representative the reasons for denying the grievance.

E. The Association may, within fifteen (15) working days of receipt of the response specified in 9.3D, give written notice of its intention to refer the matter to the Vice-Provost, Faculty Affairs.

F. In cases where the Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing or Vice-Provost, Students was not the decision maker, the steps A to E above may be skipped and the grievance may be filed directly with the Vice-Provost, Faculty Affairs.

G. No later than 10 working days following the receipt of the grievance, the Vice-Provost, Faculty Affairs or designate shall meet with the Association representatives. In the case of a member grievance, the aggrieved member shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.

H. If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Association representative and the University representative within 10 working days of the meeting at which the settlement was reached.

I. In the event that the Association representative and the Vice-Provost, Faculty Affairs or designate cannot resolve the grievance within 10 working days of the meeting(s) specified in 9.3.G, the University representative shall within a further 10 working days forward in writing to the Association representative the reasons for denying the grievance.

J. The Association may within thirty (30) working days of receipt of the response specified in 9.3.I, give written notice of its intention to submit the grievance to an arbitrator for final and binding arbitration.

## 9.4 UNIVERSITY AND ASSOCIATION POLICY GRIEVANCE PROCEDURES

A. In the case of a University grievance the grievance will be initiated by the Vice-Provost Faculty Affairs and will be directed to the Association's grievance officer. In the case of an Association policy grievance the grievance will be initiated by one of the Association's grievance officers and will be directed to the Vice-Provost, Faculty Affairs.

B. The grieving party shall lodge a grievance in writing with the respondent. Such a grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

C. Such a grievance shall be in writing lodged within 66 working days from the action giving rise to the complaint or from the time the grieving party ought reasonably to have been aware of such action.

D. The parties shall meet within 20 working days of receipt of the grievance and make every reasonable attempt to resolve the grievance.

E. In the event that the parties cannot resolve the grievance within 10 working days of the meeting(s) specified above, the responding party shall forward in writing the reasons for denying the grievance. Thereafter, the grieving party may within a further 30 working days proceed to binding arbitration as per 9.5.

## 9.5 ARBITRATION

A. The grieving party may, within the time frames specified in Article 9.3 and 9.4, give written notice of its intention to submit the grievance to an arbitrator for final and binding arbitration.

1. The parties shall choose an arbitrator through mutual agreement. If no agreement has been reached within 20 business days, either party may request that the Minister of Labour appoint such an arbitrator as provided for under the Ontario Labour Relations Act.

2. By mutual agreement, the parties may choose to refer the matter to a three person arbitration board. In such a case the arbitration board will be constituted as follows: each of the parties shall, within 20 business days of the date at which notice was giving of the intention to submit the matter to arbitration, appoint their nominee to the board and notify the other party. The two nominees so nominated shall, within ten (10) working days of the nomination of the latter of them, attempt to settle by agreement the selection of the third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, they may then request that the Minister of Labour for Ontario assist them in the appointment of a chairperson. In the event of default by either party in nominating their representative to the Arbitration Board, within the 20 business day period referred to above the procedure and timelines for the appointment of a single arbitrator will prevail.

B. No person may be appointed as an Arbitrator or as a nominee who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.

C. The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this Agreement.

D. In cases where the Vice-Provost, Faculty Affairs disagrees with the recommendation of either the DEC, FTC, CAC or LAC after the conclusion of a probationary period the University will assume the burden of proof at arbitration.

E. Each will equally share the fees and expenses of the Arbitrator. Where a three person arbitration board is utilized each of the parties will bear the fee and expense of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairperson of the Arbitration Board.

F. The Arbitrator shall determine the procedure to be followed, which shall, however, afford full opportunity to the parties to provide evidence and to present arguments bearing on the case.

G. Decisions of the Arbitrator shall be final and binding upon the parties, but if the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, and such clarification shall be binding.