

ARTICLE 21 GRIEVANCE PROCEDURE AND ARBITRATION

21.1 Definitions

In this Article:

21.1.1 A “grievance” shall be defined as any difference arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

21.1.2 A “grievor” shall be defined as the Party (Employer or Union) or employee(s) who initiates a grievance.

The Employer acknowledges the rights and duties of the Union Officers and designates to assist employees in preparing and presenting grievances filed on their behalf.

21.1.3 For the purposes of this Article, a “working day” shall be defined as Monday to Friday excluding statutory holidays.

21.2 Written Grievance

All formal grievances shall be required to be set forth in writing.

A written grievance shall set forth the particulars or the nature of the grievance, the name(s) of the person(s) involved, the date(s) or approximate dates of any alleged violation, and the number(s) of any Article(s) of the Collective Agreement alleged to have been violated if applicable and the remedy sought.

21.3 Time Limits

Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Union. If a grievance is not responded to within the time limits as established or as mutually extended the grievance may be referred to the next step of the grievance procedure.

21.4 Step Bypassing

One or more of the steps of the grievance procedure may be bypassed by mutual agreement between the Employer and the Union.

21.5 Employer Grievance:

An Employer grievance shall be defined as a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and

presented to the Local Union Office within ten (10) working days from the date of the occurrence of the circumstance giving rise to the grievance or from the date the Employer could have been reasonably aware of the occurrence of the circumstances. The Union shall have ten (10) working days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Union does not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) working days of receipt of the Union's reply, the grievance shall be referred to arbitration in accordance with the provisions of Article 21.

21.6 Union Policy Grievance

A Union grievance shall be defined as a grievance initiated by the Union. A Union grievance shall be set forth in writing and filed at either Step Two or Step Three of the grievance procedure as outlined in Article 21.8 as may be appropriate.

21.7 Individual and Group Grievances

An individual or group grievance shall be filed by the Union at Step One of the grievance procedure.

21.8 Grievance Procedure:

Step One:

Grievances filed with respect to Articles 21.6 and 21.7 shall be set forth in writing in accordance with Article 21.2 and within twenty (20) working days of the occurrence giving rise to the grievance and sent to the appropriate Department Head with a copy to the appropriate Staff Relations Officer in Human Resources.

The Department Head or their designate shall have ten (10) working days from the date of receipt of the grievance to reply in writing to the Union (If the work unit in which the employee(s) is employed has no Department Head the grievance shall commence at Step Two, however, the time limits as set out in Step One shall apply.)

Step Two:

If the reply provided at Step One does not resolve the grievance and the Union wishes to proceed with the grievance, then the grievance shall be, within ten (10) working days from the date of the reply at Step One, delivered to the appropriate Dean/Director with a copy to the Staff Relations Officer.

Upon mutual agreement between the Union and the Employer, a meeting between the Parties shall be held within ten (10) working days from the date of receipt of the grievance, and the employee may be required to attend.

The Dean/Director or designate shall have ten (10) working days from either the date of the meeting or, if no meeting is convened, the date of receipt of the grievance in which to reply in writing to the Union with a copy to the Staff Relations Officer.

Step Three:

If the reply provided at Step Two does not resolve the grievance and the Union wishes to proceed with the grievance, within ten (10) working days of the Step Two reply the grievance shall be referred to the Vice-Provost (Academic Affairs) with a copy of the referral notice the Staff Relations Officer.

The Vice-Provost (Academic Affairs) or designate, within ten (10) working days of receipt of the grievance, may convene a meeting with the Union and the appropriate Employer representatives to discuss the grievance. The Vice-Provost (Academic Affairs) or designate shall have ten (10) working days from the date of the meeting or, if no meeting is convened, the date of receipt of the grievance to reply in writing to the Union and the Staff Relations Officer.

Upon mutual agreement an employee may be required to attend a meeting.

Step Four:

If the reply provided at Step Three does not resolve the grievance and the Union wishes to proceed with the grievance then, within ten (10) working days of the Step Three reply, the grievance shall be referred to arbitration in accordance with the provisions as outlined in Article 21.9.

Upon mutual agreement, the Parties may attempt to resolve the grievance through a mediation process prior to proceeding to arbitration. The mediator shall be agreed upon by the Parties.

21.9 Arbitration

21.9.1 When, pursuant to Article 21.5, 21.6 or 21.7 of the Collective Agreement, either Party requests that any matter be submitted to arbitration, the Parties agree to the use of a single arbitrator. The following persons shall be called upon in rotation commencing with the first person on the list, who shall then serve at the first

arbitration.

Thereafter, for each successive arbitration the person on the list immediately following the last person to have served as arbitrator shall then be called upon to serve. In the event the person requested to serve as arbitrator is unavailable, the next person on the list shall be requested to serve or the Parties may agree on another arbitrator.

1. Arne Peltz
2. Michael Werier

21.9.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

21.9.3 No grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure mentioned in this Collective Agreement, except as provided for in Articles 21.3 and 21.4.

21.9.4 No grievance shall be subject to arbitration which involves:

- (1) Any request for modification of the Collective Agreement;
- (2) Any matter not covered by the Collective Agreement;
- (3) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.

21.9.5 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify or amend any part of this Collective Agreement.

21.9.6 The decision of the Arbitrator shall be final and binding on the employee, the Union and the Employer.

21.9.7 Each of the Parties hereto will jointly bear the expense of the Arbitrator so appointed.