

Article 11 - Grievance Procedure and Arbitration

11.01 General

- a) The Parties will make every reasonable effort to resolve disputes arising from this Agreement promptly, justly, and equitably.
 - i. Unless otherwise stated in an offer of settlement or a settlement, all offers of settlement and settlements are without prejudice or precedent with respect to any other matter arising under this agreement.
 - ii. There shall be no reprisals of any kind taken against any Faculty Member because of the Member's participation, or lack thereof, in the grievance and arbitration procedure under this Agreement.
 - iii. The Association shall have carriage of all grievances. No grievance may proceed to Step 1 unless it has been assumed by the Association.
 - iv. All written communications pursuant to this Article shall be by registered mail or receipted hand delivery and receipt of notification shall be deemed to be the date of delivery of such communications.

11.02 Definitions

- a) A grievance is any dispute or difference between the parties that has not been resolved informally (as described in Article 11.05) arising from the application, interpretation, administration, or alleged violation of this Collective Agreement, including any question as to whether the matter is arbitrable.
- b) For the purposes of interpretation of this Article, the meaning of "circumstance" shall include the occurrence of those specific facts that give rise to the disputed application, interpretation, administration, or alleged violation of this Collective Agreement, including any alleged failure to apply or administer this Collective Agreement.

11.03 Types of Grievance

- a) An individual grievance is a grievance initiated by the Association on behalf of an individual Faculty Member, who is solely affected. Only one (1) grievance concerning the same circumstance will be

recognized. Where grievances are similar, the Parties agree to make the necessary arrangements to hear the grievances as a group grievance.

- b) A group grievance is a grievance involving the same issue in dispute initiated by the Association on behalf of two or more Faculty Members, who alone are affected. The grievance shall name only the Faculty Members who have given written consent to be named therein. Any remedy shall be restricted to the Faculty Members so named.
- c) A policy grievance is a grievance initiated by either party involving the interpretation, application or alleged violation of this Collective Agreement that has implications generally for Faculty Members. A policy grievance cannot be initiated when the substance of the grievance could have been initiated as an individual grievance but for the lack of consent of the employee affected. A policy grievance by the Employer can only name the Association. Policy grievances shall be filed at Step 2 of the grievance procedure.

11.04 Time Limits

- a) Any time limits in this Article may be extended by agreement between the Parties in writing. If the grieving party fails to act within the time limits set out at any of the stages or steps of the grievance and arbitration procedure and has not within that period requested and been granted an extension of time, the grievance will be considered abandoned or resolved on the basis of the responding party's last response as the case may be. If the responding party or its representative(s) fail(s) to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, and has not within that period requested and been granted an extension of time, the grieving party may submit the grievance to the next step of the procedure.
- b) One or more steps in the grievance procedure may be omitted upon the written agreement of both Parties.

11.05 Informal Resolution

- a) Except as otherwise specified, a Member or group of Members must attempt to resolve a dispute by informal discussion with his/her/their Dean/Associate Dean before the initiation of a formal grievance. The Member or group of Members must contact the Dean/Associate Dean within twenty (20) Days of when the Member(s) knew or reasonably ought to have known of the circumstance giving rise to the dispute.

Within ten (10) days of receiving the contact the Dean/Associate Dean shall convene a meeting in order to deal with the matter. The Member or group of Members presenting the complaint(s) has the right to have an Association representative, present at this meeting at his/her/their request. Prior to the meeting the Dean shall inform the Member or group of Members, in writing, of this right. The Dean/Associate Dean shall respond with a decision within no more than five (5) Days. Should the Dean or Associate Dean declare a conflict of interest, the Dean or Associate Dean shall withdraw from the proceedings. The Provost shall appoint a Dean or an Associate Dean from another Faculty as a substitute. The original timeline as specified in 11.05 a) shall be followed.

- b) If (a) Faculty Member(s) fail(s) to respond to any request for a meeting relative to the informal grievance within fifteen (15) Days of the delivery of notification of such a request, the Member shall be deemed to have abandoned the complaint.
- c) Instead of the informal procedure set out in 11.05 a) to c), the Member has the right to contact the Association directly to raise an issue on their behalf. The Association may raise an issue on behalf of a Faculty Member or Members with the Vice President Human Resources and Services within twenty (20) Days of when the Faculty Member(s) knew or reasonably ought to have known of the circumstance giving rise to the issue. These Parties may resolve the issue or make suggestions to their principals that may resolve the issue. The Vice President Human Resources and Services shall respond to such an issue within ten (10) Days of it being brought forward by the Association.

11.06 Formal Grievance Process

- a) Step 1
 - i. Where there is no resolution at the informal stage or the Dean has not responded with the timelines in 11.05 a) the Association may decide to proceed with a formal grievance. The grievance must be filed with the Dean/Associate Dean in writing within ten (10) Days of the Dean or Associate Dean's response to the informal complaint under 11.05 c) or the failure to resolve the issue under 11.05 d). The grievance shall set out the details of the circumstance giving rise to the grievance, specify the Article or Articles which has or have been allegedly breached, and identify the remedy sought.
 - ii. The Dean/Associate Dean or designate, who may be accompanied by another representative of the Employer, shall meet with an Association representative and the Faculty Member(s) within ten (10) Days from the receipt of the

grievance. The Dean/Associate Dean or designate shall forward his/her written decision to the Association with a copy to Human Resources within five (5) Days of such meeting.

- iii. If the Grievance is resolved at this Step, such settlement shall be reduced to writing and signed by the Association representative and the Dean/Associate Dean or designate within five (5) Days after the Step 1 meeting or the response of the Dean/Associate Dean, as the case may be.

b) Step 2

- i. Failing a resolution at Step 1, the grievance may proceed to Step 2 within five (5) Days of receipt of the decision at Step 1. A grievance filed at Step 2 shall be submitted in writing to the Provost through the Vice President Human Resources and Services, or in the case of a University Policy grievance, to the President of the Association.
- ii. Policy grievances initiated at Step 2 must be filed within fifteen (15) Days of the date upon which the submitting party knew or ought reasonably to have known of the circumstance giving rise to the grievance.
- iii. The Provost or designate, who may be accompanied by another representative of the Employer, shall meet with an Association representative and the member(s) affected within ten (10) Days from the receipt of the grievance.
- iv. If the grievance is resolved at this Step, such settlement shall be reduced to writing and signed by the Association representative and the Provost or designate within ten (10) Days after the date of the Step 2 meeting.
- v. If no settlement is reached at Step 2, the Provost or designate, shall within ten (10) Days after the date of the last meeting forward his/her written decision to the Association with a copy to the Vice President Human Resources and Services.
- vi. In the case of a University policy grievance, the President of the Faculty Association shall within ten (10) Days after the date of the last meeting forward his/her written decision to the Provost with a copy to the Vice President Human Resources and Services.
- vii. The Faculty Association will advise the Provost within ten (10) Days of the receiving his/her decision under iv) whether or not the grievance can be considered resolved on the basis of his/her decision.

viii. In the event that arbitration is commenced under Article 23.02 d) and the arbitration hearing date is scheduled prior to completing Step 2 the hearing date shall take precedence over completion of Step 2.

c) Step 3 Arbitration

- i. If the grievance(s) is not resolved with the Step 2 response and either party wishes to proceed with the grievance it must be submitted to arbitration within fifteen (15) Days of the Step 2 response.
- ii. The Parties shall select one arbitrator from the list of arbitrators in Appendix "C" of this Agreement. Unless otherwise agreed, arbitrators shall be selected on a rotating basis from the list.
- iii. Alternately the Parties by mutual agreement may agree that the grievance will be referred to a Board of Arbitration. The Parties shall then exchange names of their respective nominees to a Board of Arbitration within ten (10) Days of first being notified of the desire to proceed to a Board of Arbitration. If they are unable to agree on a chairperson within ten (10) Days of their appointment to the Board of Arbitration then either party shall have the right to request that the Ministry of Labour appoint a chairperson for the Board of Arbitration.
- iv. An arbitrator or Board of Arbitration has the powers of an arbitrator under the Ontario Labour Relations Act, but shall not have the power to alter, amend, add to or subtract from this Collective Agreement or to render a decision inconsistent with its terms.
- v. A decision of an arbitrator or Board of Arbitration will be final and binding on the Parties.
- vi. Both Parties agree to pay fifty percent (50%) of the fees and expenses of the single Arbitrator or Chairperson for the Board of Arbitration, as the case may be. In the case of a Board of Arbitration each party will also pay the fees and expenses of its nominee.
- vii. Any grievance initiated or in process during the statutory extension between the expiry date of this Collective Agreement and the ratification of a new Collective Agreement between the parties may proceed to arbitration under the terms of this Collective Agreement.