

## **ARTICLE 30: GRIEVANCE AND ARBITRATION**

30.01 The parties agree to use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation or application of this Agreement.

30.02 All written communications pursuant to the Article shall be by registered mail or receipted delivery.

### 30.03 **Definitions**

#### 30.03.01 **Academic Status Grievance**

An academic status grievance shall be a dispute or difference arising from a peer evaluation of an academic nature and relating to the scholarly qualities and performance of a member. Such a grievance shall be a dispute or difference arising out of the application, interpretation, administration or alleged violation of Article 23 (Renewal of Probationary Appointments), 25 (Tenure), or 26 (Promotion), except where the grievance alleges violation of discrimination under Article 4 or of the procedures established under Articles 23, 25, or 26, in which cases the grievance shall proceed as an ordinary grievance, commencing at Step III.

#### 30.03.02 **Ordinary Grievance**

An ordinary grievance shall be any dispute or difference (other than those defined in 30.03.01) arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

#### 30.03.03 **Types of Grievances**

Each formal grievance shall be classified as one of the following and shall not subsequently be reclassified. The Association shall have carriage of all Individual, Group and Association grievances. :

- (A) An "Individual grievance", shall be one involving a single member. The member concerned must sign the formal grievance. An individual grievance shall not proceed beyond Step III of the grievance procedure without the written consent of the Association;
- (B) A "Group grievance", shall be one involving more than one member and by virtue of this Article can be presented as an individual grievance. It shall be initiated by the Association and shall name the members involved;
- (C) An "Association grievance", shall be one arising directly between the Association and the Board concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, but is not an Academic Status Grievance;
- (D) A "Board grievance", shall be one arising directly between the Board and the Association.

- 30.04 The following grievances shall be filed at Step III (30.07.03) of this procedure:
- (A) Association grievances.
  - (B) Board grievances.
  - (C) Academic status grievances.
  - (D) Individual grievances that involve the dismissal or suspension of a member, or that involve allegations of discrimination or procedural irregularities as described in 30.03.01.

In the above instances, the grieving party shall submit a written grievance to the Board's designated Grievance Officer within fifteen (15) days of the date on which the event(s) giving rise to the grievance occurred, or within fifteen (15) days of the date upon which the grievor knew or ought to have known of the event(s) giving rise to the grievance. Where the grieving party is the Board, the grievance shall be submitted to the President of the Association. The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

30.05 **Time Limits**

- 30.05.01 The parties and grievors shall act in accordance with the time limits set out in this Article.
- 30.05.02 The parties may extend the time limits set forth in this Article by mutual agreement in writing.
- 30.05.03 Time limits shall be computed by excluding Saturdays, Sundays and official University holidays.

30.06 The contents of Article 1 (Purpose) shall not be made the subject of a grievance.

30.07 **Steps of the Grievance and Arbitration Procedure**

30.07.01 **Step I Grievance:**

A member shall be accompanied by a grievance officer and should discuss informally a grievance with his/her Dean/University Librarian as soon as possible after the date on which the event(s) giving rise to the grievance occurred, or the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. If the grievance is resolved at this stage, the agreed resolution shall, at the discretion of the Dean/University Librarian and the member, be put in writing and countersigned by the member and the Dean/University Librarian. The Dean/University Librarian shall forward a copy of any such signed resolution to the Association. Such resolution shall not constitute a precedent to be used against the Board, the Association, or any other member.

30.07.02 **Step II Grievance:**

If the informal procedure described at Step I of this Article is unsuccessful in resolving the dispute or difference, the Association may present a formal grievance to the Dean/University Librarian. A formal grievance shall be in writing signed by the Association (and for individual grievances the grievor) and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. A formal grievance shall be presented within twenty (20) days of the date on which the event(s) giving rise to the grievance occurred or within twenty (20) days of the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. No later than five (5) days following the receipt of the formal grievance, the Dean/University Librarian shall meet with the grievor, who shall be accompanied by an Association representative and officially represented by an Association representative, and the parties shall make every reasonable effort to resolve the grievance. In the event that a resolution is reached, it shall be immediately put in writing and signed by the Dean/University Librarian and the Association. In the event that no resolution is reached, the Dean/University Librarian shall forward in writing to the Association and to the President of the Association a statement of his/her position within five (5) days of the date of the meeting specified in 30.07.02.

30.07.03 **Step III Grievance:**

If the formal procedure described in 30.07.02 is unsuccessful in resolving the dispute or difference which gave rise to the grievance, or if no response has been received within the time limit, or if the grievance is filed pursuant to 30.04, the Association shall submit a written grievance to the Board's designated Grievance Officer within fifteen (15) days from the date of the meeting specified in 30.07.02. Where the grieving party is the Board, the grievance shall be submitted to the Association within fifteen (15) days from the date of the meeting specified in 30.07.02.

The grievance shall be in writing, shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, the remedy sought and, if applicable, shall include a statement as to the reason that the disposition of the grievance offered at Step II was unsatisfactory. The Board's Grievance Officer shall be responsible for submitting a written response to the Association within twenty (20) days of receipt of the grievance. In the meantime, the Board's Grievance Officer, or the Association in the case of a Board grievance, shall convene a meeting of the parties concerned with the grievance.

30.07.04 **Step IV: Arbitration**

In the event that the grievance is not resolved at Step III, the Association or the Board shall inform the other party within fifteen (15) days of the receipt of the response of its intent to proceed to Arbitration.

30.08 **Arbitration Procedures**

30.08.01 Within five (5) days of receipt of the notice of intent to proceed to arbitration described in 30.07.04, a representative of the Board and a representative of the Association shall meet to select an arbitrator to hear and decide the grievance.

30.08.02 The following seven (7) persons shall serve as arbitrators on a rotating basis:

1. Brian Keller
2. Paula Knopf
3. Louisa Davie
4. Larry Steinberg
5. George Surdykowski
6. Burkett, Kevin
7. Brian Etherington

The foregoing arbitrators shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed six (6) weeks, the next arbitrator on the list shall be selected, and so on until one of the arbitrators is available. If none of the arbitrators on the list is available within the six (6) week period and if the parties do not agree on another arbitrator who is available within six (6) weeks, either party may request the Minister of Labour to appoint an arbitrator.

For the next arbitration thereafter the arbitrator whose name appears on the list immediately after that of the last arbitrator selected shall be next in sequence of selection. By mutual agreement, the parties may select a listed arbitrator out of turn, or select an arbitrator not on the list.

No person may be appointed an arbitrator who has been involved in an attempt to negotiate or resolve the grievance, or who has acted as a member of a panel or committee which has been involved in the case at any level.

30.09

30.09.01 The arbitrator shall have the jurisdiction to dispose of a grievance, including whether a grievance is arbitrable, by any arrangement which it deems to be just and equitable, but shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.

30.09.02 The decision of the arbitrator shall be final and binding upon the parties.

30.10 The costs of the arbitration hearing shall be shared equally by the parties. In both cases, the costs of presenting the case to arbitration shall be borne by the respective parties.

30.11 Association Grievance Officers, whose names have been submitted to the Board pursuant to 9.05, shall be entitled to devote a reasonable amount of time to processing grievances so long as there is no interference with the scheduled teaching responsibilities or in the case of librarians, scheduled responsibilities of the Grievance Officer or the members.