

ARTICLE 31: COMPLAINTS, GRIEVANCES AND ARBITRATION

31:01 Preamble

The parties agree to make every reasonable effort to settle all complaints and grievances in a prompt, just and equitable manner. Except as specified in this Collective Agreement, the procedures detailed hereunder shall be the sole method for the resolution of complaints or grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

Every effort will be made to resolve complaints informally at the Complaint Stage. Only once the Complaint Stage has concluded can a complaint move to the Grievance Stage.

There shall be no discrimination, harassment or coercion of any kind by either party or their agents against any person who elects to use these procedures.

The Union shall have carriage of all grievances, save and except those filed by the University. The employer shall deal only with the Union with respect to a grievance. A representative of the Union and the University shall be present at all stages of the grievance and arbitration procedures.

Individuals from either party who have a conflict of interest will recuse themselves immediately from the process. An appropriate replacement will be named as required.

31:02 Definitions

- (a) **Complaint:** A complaint is a claim or dispute involving the interpretation, application, administration or alleged violation of this Collective Agreement. A complaint may lead to a grievance should either party fail to resolve the claim or dispute to the satisfaction of the other party through the procedures of the Complaint Stage as described in Article 31.04.
- (b) **Grievance:** A grievance is an unresolved complaint involving the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance may lead to arbitration should either party fail to resolve the grievance to the satisfaction of the other party through the procedures of the Grievance Stage as described in Article 31.05.
- (c) **Complainant:** The complainant is the University, or individual member, or the Union which initiates a complaint on behalf of a member or group of members or itself.

- (d) Grievor: The grievor is the University or the Union which initiates a grievance on behalf of a member or group of members or itself.
- (e) OPSEU Steward, OPSEU Staff Representative or OPSEU Grievance Officer: The representative of the grievor and/or Union in all aspects of the complaint, grievance and arbitration procedures.

31:03 Types of Grievances

- (a) Individual Grievance: A grievance initiated by the Union on behalf of an individual member
- (b) Group Grievance: A grievance initiated by the Union on behalf of a group of members
- (c) Policy Grievance: A grievance initiated by the Union that may involve a matter of general policy or of general application of the Collective Agreement
- (d) University Grievance: A grievance initiated by the university that may involve a matter of general policy or of general application to the Collective Agreement.

All of the above grievances must first be initiated as complaints unless otherwise specified by this Collective Agreement.

31:04 Complaint Stage

- (a) Should any difference arise between the University and any Union member regarding the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement, it is the mutual desire of the parties that the complaint be resolved as promptly as possible.
- (b) It is understood that all individual Group or Policy complaints are initially discussed with the Academic Dean, or designate. All University complaints will be addressed through informal discussions with the Union and the member. All initial individual complaint discussions must include the member. The member has the option of being accompanied by a Union Steward.
- (c) While issues are welcomed to be resolved at any time, in order for them to be eligible for any formal stages outlined below, this initial discussion in 31.04 b) must take place within fourteen (14) calendar days of the event giving rise to the complaint or awareness is established of the event giving rise to the complaint.

In the case of individual complaints the above timeline pertains specifically to the member. Furthermore, if the individual complainant opts to be represented by a Union Steward, the 14 day timeline refers to the act of scheduling the discussion outlined in 31.04 (b) – in this case, the discussion in 31.04 b) must take place within fourteen (14) calendar days from the first attempt to schedule the discussion.

- (d) Resolutions in this Complaint Stage must not violate the terms of this Collective Agreement. If a resolution is reached in this complaint stage, it may be reduced to writing, signed by both parties, and a copy of the signed document provided to the Local President of the Union.
- (e) If the Informal discussions are unsuccessful in resolving the complaint, a grievance may be filed and submitted to the Grievance Stage within a period of seven (7) calendar days from the conclusion of the discussion(s) outlined in 31.04(b).

31:05 Grievance Stage

- (a) Grievances filed by the Union and/or the University shall be filed in writing to the University and/or Union Local President and shall include the following:
 - (i) the article(s) of this Collective Agreement relied upon or claimed to have been violated, misinterpreted or improperly applied;
 - (ii) the nature of the grievance;
 - (vi) the facts upon which the grievance is based; and
 - (vii) the remedy sought.
- (b) No later than ten (10) calendar days following receipt of the grievance, the University's designates, and the Union's designates must meet to make every reasonable attempt to resolve the grievance. The affected employee(s) may attend such meeting, with the agreement of both parties, to act as a resource person only.
- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by both the University's designate(s), the Union's designate and in the case of an individual grievance, the grievor within seven (7) calendar days of the meeting(s) at which the settlement was reached.
- (d) In the event the grievance has not been resolved within ten (10) calendar days of the meeting(s) in (b) above, the denying party (University or Union) shall forward in writing to all parties participating in the Grievance Stage

the reasons for denying the grievance. In the case of an Individual Grievance, the grievor shall receive a copy of the denial letter.

31:06 Time Limits and Extensions

- (a) In the event that a party fails to meet its obligations within the time limits provided under Articles 31.04 or 31.05, the other party may submit the matter to the next stage in the complaint, grievance or arbitration process as if a negative reply had been received on the last day for meeting these obligations.
- (b) In the event of illness of a complainant or grievor or in the event of their temporary absence from campus, the time for initiating a complaint or grievance process may be extended through the mutual agreement of the Union and the University.
- (c) In the event of the illness of the Academic Dean or pertinent members of the Union or in the event of their temporary absence from campus, the time for initiating any type of complaint or grievance may be extended through the mutual agreement of the Union and the University.
- (d) The timelines specified in this Article may be extended through the mutual agreement of both parties.

31:07 Arbitration

- (a) If the Grievance Stage is unsuccessful in resolving the grievance, the Union or University may, within fourteen (14) calendar days of the receipt of the response specified in 31.05 (d) above, given written notice to all parties involved with Grievance Stage its intention to submit the disputed matter to arbitration.

Despite submitting the grievance to arbitration, it is acceptable for both parties to work towards a settlement of the grievance while awaiting arbitration proceedings. Such settlement if reached shall be reduced to writing and countersigned by both the University's designate(s), the Union designate(s), and in the case of an individual grievance, the grievor. In the case of an Individual Grievance, the grievor shall receive a copy of the settlement. No details of these discussions may be used in Arbitration as evidence.

- (b) Arbitration Board
 - (i) Where the parties can agree, a one-person arbitrator may be appointed in lieu of the Arbitration Board. The parties shall choose an arbitrator from any recognized list of arbitrators. Should the

parties fail to agree on the appointment of an arbitrator within fourteen (14) calendar days of receipt of the notice specified in 31:07 (a), the arbitrator shall, upon request of either party, be appointed by the Minister of Labour of Ontario as provided for under Ontario's Labour Relations Act. Otherwise, there shall be an Arbitration Board composed of three (3) persons: A nominee of each of the parties and a chairperson to be chosen jointly by the two nominees.

- (ii) No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance in process.
 - (iii) At the time notice is given of a request for arbitration, the party giving the notice shall indicate the name of its nominee on the Arbitration Board, and, within seven (7) calendar days, the other party shall reply, naming its nominee. The two nominees will then select a chairperson for the Arbitration Board.
 - (iv) If the recipient of the notice fails to nominate an arbitrator or if the two nominees fail to agree on a chairperson within five (5) calendar days of their appointment, any required appointment shall be made by the Minister of Labour for the Province of Ontario at the request of either party.
 - (v) The Arbitration Board shall determine its own procedures, but all parties will be given full opportunity to present evidence and to make any representation.
 - (vi) The decision of the Arbitration Board shall be final, binding and enforceable on both parties; provided that the Arbitration board shall not have the power to alter, add to, modify or amend the Agreement in any respect whatsoever.
- (c) Each party shall bear the fees and expenses of its appointed arbitrator and one half of the fees and expenses of the chairperson of the Arbitration Board.
 - (d) Notwithstanding the above, the parties will abide by current legislation.

31:08 Technical Irregularities

No technical violation or irregularity occasioned by clerical or typographical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.