

Article 19

COMPLAINTS, GRIEVANCE AND ARBITRATION

19.01 Should a dispute arise between the Association or an ASM and the University, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article. The resolution of a dispute may commence under either Clauses 19.03 or 19.06.

19.02 Definitions in this Article:

- (a) A Complaint is a problem that may be resolved without reference to the formal grievance procedure as set out in Clause 19.06.
- (b) A Grievance is a dispute regarding the interpretation, meaning, operation, or application of this Collective Agreement, including any question as to whether a matter is arbitrable or not, any allegation that this Collective Agreement has been violated, or any other dispute arising out of the administration of this Collective Agreement.

19.03 An ASM who has a complaint may first present it orally to their Administrative Head and shall do so within twenty (20) days of the date they knew or ought reasonably to have known of the events giving rise to the complaint. The Administrative Head shall give their oral answer within ten (10) days. Should the oral answer not be acceptable, the complaint may be submitted at Step 1 of the Grievance procedure.

If the oral answer is acceptable, the Association may require that the answer to the complaint be put in writing by submitting to the Administrative Head a written statement of the complaint within five (5) days of the oral answer. The Administrative Head shall give their written answer within a further five (5) days.

19.04 When a grievance involves termination, layoff, or a question of general application or interpretation, the Parties by mutual agreement may bypass either Step 1, or both Step 1 and Step 2.

19.05 The Association shall have the right to originate a grievance on behalf of an ASM, or a group of ASMs, or on its own behalf. Association Grievances shall originate at Step 2.

19.06 A Grievance shall be resolved in accordance with the following procedures:

STEP 1. The aggrieved ASM shall submit their Grievance to the Association and, if the Association considers the Grievance to be justified, the ASM concerned, together with a representative of the Association, shall within twenty-five (25) days of the date they knew or ought reasonably to have known of the occurrence of the matter giving rise to the Grievance or within ten (10) days of the conclusion of the complaint procedures under Clause 19.03, whichever is later, submit the Grievance in writing to the Administrative Head and an earnest effort shall be made by all Parties to settle the Grievance at Step 1. The Administrative Head shall, within twenty-five (25) days of receipt of the Grievance, render a decision in writing, following a meeting of the interested Parties if either Party deems a meeting to be necessary.

STEP 2. If the decision rendered by the Administrative Head at Step 1 is unsatisfactory to the Association, and the Association decides to continue the Grievance, the Grievance shall be submitted to the President within fifteen (15) days. The President or their delegate shall convene a Grievance resolution meeting of the two (2) Parties. Each Party shall be represented by no more than four (4) representatives who shall make an earnest effort to resolve the Grievance. The University shall forward its decision to the Association within twenty-five (25) days of the receipt of the Grievance by the President.

STEP 3. Failing a satisfactory settlement being reached, as provided in Step 2, either Party may decide to take the Grievance to arbitration and shall notify the other Party within twenty (20) days of the Association receiving the reply at Step 2 or within forty-five (45) days of the President receiving notification of the Grievance at Step 2.

ARBITRATION

19.07 Where a Grievance arises between the Parties to, or persons bound by, this Collective Agreement or on whose behalf it has been entered into, one (1) of the Parties may, after exhausting the above grievance procedure,

notify the other Party in writing within the time limits specified in Step 3 of its desire to submit the Grievance to arbitration. The notice shall contain the name of the person appointed to be its nominee on the arbitration board.

- 19.08 The Party to whom the notice is given shall within five (5) days after receiving the notice name the person whom it appoints to be its nominee on the arbitration board and advise the Party who gave the notice of the name of its nominee.
- 19.09 The Parties shall within five (5) days after the appointment of their nominees select a third person in accordance with the provisions of Clauses 19.10 to 19.13, and they shall be Chairperson of the arbitration board.
- *19.10 In accordance with the provisions of Clause 19.09, there shall be a standing list of ten (10) persons as set out below who shall serve as Chairperson of an arbitration board on a rotating basis:
1. Kevin Burkett
 2. William Kaplan
 3. Paula Knopf
 4. James Oakley
 5. Bruce Outhouse
 6. Jasbir Parmar
 7. Gus Richardson
 8. Sheila Murphy
 9. Kenneth Swan
 10. Chris Peddigrew
- *19.11 If a person is not available within four (4) months of the date on which they are notified of appointment as Chairperson of the arbitration board, the next person in order of rotation shall be selected. Whichever person is chosen, the next arbitration case shall be heard by the next person in rotation. If none of the persons is available within four (4) months of the date on which they are notified, then the person available at the earliest date shall be the Chairperson of the arbitration board. In the case of dismissal, the Parties may agree to seek a mutually-acceptable arbitrator outside of the rota who is available within the four (4) month time frame.
- 19.12 By mutual agreement, the Parties may select a person on the list out of turn. However, should the Parties fail to agree, then the arbitration board shall be chaired by one of the persons listed in Clause 19.10 in accordance with the rotation schedule set out therein.
- 19.13 If the Party to whom notice is given fails to appoint a nominee within the period of five (5) days after receiving the notice, the Minister of Environment and Climate Change shall, on the request of either Party, appoint a nominee on behalf of the Party who failed to appoint a nominee.
- 19.14 The arbitration board named under this provision shall hear relevant evidence adduced relating to the grievance and argument thereon by the Parties or counsel on behalf of either or both of them and make a decision on the Grievance. The decision is final and binding upon the Parties and upon any person on whose behalf this Collective Agreement was made.
- 19.15 The decision of the majority of the members of an arbitration board named under this provision shall be the decision of that board and if there is no majority decision the decision of the Chairperson shall be the decision of the board.
- 19.16 Each Party which is required to name a member of the arbitration board shall pay the remuneration and expenses of that member and the Parties shall pay equally the remuneration and expenses of the Chairperson.

SOLE ARBITRATOR

- 19.17 Where a Grievance is referred to arbitration, both Parties may, by mutual consent, agree to have the dispute dealt with by a sole arbitrator. In such a case, the provisions of this Article as they relate to an arbitration board or Chairperson of an arbitration board shall apply *mutatis mutandis*.

- 19.18 The time limits set forth in this Article may be varied by mutual consent of the Parties to the Collective Agreement.
- 19.19 No Grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error or by inadvertent omission of a step in the Grievance procedure.
- 19.20 The University shall provide space to hold the arbitration hearings on the University campus unless otherwise requested by the Chairperson of the arbitration board.

MEDIATION

- *19.21 Mediation shall not preclude the Parties from proceeding with the grievance process in accordance with the provisions of this Article.
- *19.22 The Parties agree to meet at least twice a year, with the assistance of a mutually-agreed third party, to review outstanding grievances and attempt to find a resolution. The Parties agree that discussions at mediation shall be on a “without prejudice” basis.