

## **ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION as per the TRUOLFA Collective Agreement**

### **5.1 Purpose**

The purpose of this Article is to establish an expeditious procedure for discussion, processing and settlement of grievances.

### **5.2 Definition of Grievance**

A grievance is defined as any difference arising between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is grievable or arbitrable.

### **5.4 Grievance Procedure**

The procedure for resolving a grievance follows the steps below. Grievances shall be resolved without a work stoppage and without delay.

Previous text reads:

#### **Step 1**

An Employee who believes that he/she has a grievance shall informally discuss the grievance with his/her supervisor for that work within thirty (30) calendar days following the occurrence of the subject matter of the grievance, or within thirty (30) calendar days of the Employee having a reasonable opportunity to become aware of the occurrence, whichever is later. Every effort shall be made by the Employee and his/her supervisor to informally settle the grievance through forthright discussion. The Employee, upon request, has the right to have a Steward involved in the discussion. A decision shall be rendered by the Employer to the Employee and to the Steward, if involved in the discussion, within ten (10) business days of the initial discussion. Step 1 shall not apply to group, Union or policy grievances initiated by the Parties to this Agreement. These grievances shall commence at Step 3 and must be submitted in writing on the proper form by one Party to the other Party within thirty (30) calendar days of the occurrence of the subject matter of the grievance, or within thirty (30) calendar days of when either Party has had a reasonable opportunity to become aware of the occurrence, whichever is the later.

#### **Step 2**

If no informal settlement is reached, the grievance shall be written on the proper form and presented by a Steward to the Director of Program Delivery, or designate within ten (10) business days. The form shall record the nature of the grievance, the date and circumstances from which it arose, and the remedy requested. The Director of Program Delivery or designate will then investigate the grievance and render a written decision to the Union within ten (10) business days of receipt of the grievance.

### **Step 3**

If no settlement is reached, or upon receipt of a group, Union or policy grievance, a meeting/teleconference shall be convened between the Vice Provost of Open Learning and/or designate, the Steward, and the Director of Human Resources or designate within ten (10) business days. A FPSE Representative may attend or monitor the meeting/teleconference when requested. A written decision shall be rendered to the Union within ten (10) business days from the meeting.

#### **1) Notice**

If the grievance is not settled at the Step 3 level, then either Party may notify the other in writing of its intention to refer the grievance to arbitration, within twenty (20) business days of the Step 3 written response.

#### **2) Abandonment of Grievance**

If either Party does not present a grievance to the next higher level within the time limit stipulated herein, the grievance will be deemed to have been abandoned. The Parties may mutually agree to alter any time limits set out in this grievance procedure.

### **5.5 Suspension and Discharge Grievance Resolution**

If resolution is not reached at Step 3, either the University or the Union may elect to resolve a grievance respecting the suspension or discharge of an Employee or a grievance relating to Course Development work through the process outlined herein as an alternative to the process established in Article 5.6. The referring Party shall provide notice of the referral to the other Party within thirty (30) calendar days of completion of the grievance procedure. Within ten (10) business days of receipt of notice, the Parties shall select an Expedited Arbitrator. The University and the Union will submit to the Expedited Arbitrator:

- a) A joint statement of the issue(s) in dispute.
- b) A joint statement of agreed facts.
- c) Individual statements of facts that are in dispute.
- d) Individual statements of position.

The Expedited Arbitrator has the authority to determine his/her own procedure, subject to what is described below, including ordering pre-hearing disclosure. The Expedited Arbitrator will schedule and conclude a hearing into the dispute within twenty-eight (28) calendar days of receiving notice from the Parties of his/her appointment on the matter.

It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the Parties or as directed by the Expedited Arbitrator. The Expedited Arbitrator will issue a binding decision within fifteen (15) calendar days of the conclusion of the hearing.

The Expedited Arbitrator may, at the request of either Party or at his/her own discretion, act as a mediator in advance of the hearing provided that such action does not alter the timelines established in this Article. The decision of the Expedited Arbitrator is final and binding on the Parties except as provided in Section 99 (1) of the Labour Relations Code.

Each Party will be responsible for its own cost except that the cost of the Expedited Arbitrator shall be equally shared by the Parties.

## **5.6 Arbitration**

If a dispute is referred to arbitration, the Parties will select a single arbitrator to hear the grievance. The Parties agree to select a mutually agreed upon arbitrator. Should the Parties fail to select an arbitrator within five (5) business days of the grievance being referred to arbitration, then each Party within a further five (5) business days will select a name from the above list and the final name will be determined by chance.

Each Party shall pay its own expenses and costs of arbitration, and one-half of the compensation and expenses of the Arbitrator.

The decision of the Arbitrator will be final and binding on the Parties. The Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may however interpret the provisions of this Agreement and has the power to relieve against technical irregularities including time limits and to render a decision according to equitable principles and the justice of the case.