



The Grievance Procedure

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Introduction

The nature of the workplace is that from time to time complaints and disputes will arise relative to the application or interpretation of the collective agreement. To address this reality, each collective agreement in Ontario contains provisions for a grievance procedure by which a dispute arising between the employer and the union may be resolved. The grievance process exists to provide a framework to address and ultimately resolve the dispute.

Although a collective agreement provides a framework for resolving a grievance, the approach and methodology used while working through the process can make a significant difference towards achieving a positive outcome.

As a leader, your role within the process exists well before a formal grievance is filed. Once an issue is identified, understanding how to deal with the complaint, where it originates, and how the grievance process may act as an effective problem solving tool, will allow the conversion of conflict into resolution. This manual serves as a guide when managing employee complaints from the informal stage through to formal arbitration.

One of the key services Human Resources provides is support to both academic and administrative leaders in the development of optimal human resource strategy. This includes acting as a resource in situations involving complaints and disputes and interpretation of collective agreements. Human Resources can play an integral role in minimizing the impact of conflict. Therefore, it is essential that Human Resources is contacted in the early stages of a dispute.

Definition of “Grievance”

Every collective agreement in Ontario contains a grievance procedure delineating the steps by which an issue between the employer and the union during the tenure of the collective agreement is to be resolved. In all cases a grievance can be defined as **any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of the collective agreement**. In short, a grievance is essentially a complaint filed by an employee based on his or her interpretation of the collective agreement.

If a grievance is not settled in the course of the grievance procedure, it may be referred within specific timelines as defined by the collective agreement to Arbitration. However, the *Ontario Labour Relations Act* (S48.2) indicates that a problem should only be advanced to the arbitration stage “after exhausting any grievance procedure established by [the Collective agreement]”. This is of great benefit to both the employer and the union, as arbitration can be very costly, time-consuming, and may delay the day-to-day affairs of the unit and all those involved. However, if the grievance procedure has been followed and resolution has not been achieved, then a single Arbitrator or an Arbitration Board shall hear and determine the dispute referred to it, and his/her/its decision shall be final and binding upon all parties and upon any employee or employer affected by it. Therefore, this is viewed as a final stage of resolution.

Time Limits

The informal discussion phase through to filing for arbitration all operate within specified time limits which are delineated in each Collective agreement (Appendix A). Time limits are intended to ensure grievances are dealt with expeditiously. ***It is understood by both the employer and the union that unless special permission is granted by one or the other, the time limits must be adhered to.*** If time limits have not been adhered to, this should be identified during the grievance meeting and included in every response since failure to adhere to time limits may invalidate the whole grievance procedure, particularly if it is referred to arbitration. Either party can raise the lack of adherence to timelines as a preliminary objection to having the grievance dismissed.

Benefits of a Grievance Process

To become effective at managing one's way through the grievance procedure, an awareness of the five major benefits of having such a process in place can be of assistance:

- ' Stabilization of daily employee relations;
- ' Democracy in the workplace;
- ' Open discussion of issues, and improved communication between the employer and employee;
- ' Allows for interpretation of the Collective agreement;
- ' Provides the option to submit the problem to a neutral third party.

The grievance process creates stability in day-to-day employee relations because it gives the employee a sense of assurance during the life of the collective agreement that there is a mechanism to resolve issues rather than letting them continue. Without a grievance process in place, a work place dispute could escalate unnecessarily. Additionally, the grievance process plays an important role in creating a sense of democracy in the workplace by allowing employees to raise issues without fear of reprisal by the employer. Furthermore, by employees voicing their concerns through this process, the employer is able to focus on problem areas and bring about solutions. This reinforces strong labour relations, improved morale and increased productivity overall.

Types of Grievances

There are different types of grievances: individual, group and policy. They differ in their intent as well as in their processes.

& Individual Grievance:

An individual grievance is a complaint brought forward by a single employee in which a decision made affects that specific employee. For example, an employee who has applied for a vacancy within the organization, may grieve the fact that she was unsuccessful at securing that position. She may feel that she is the most qualified and therefore should be appointed, as per the collective agreement. A grievance is filed to contest the decision of the hiring department. The onus will be on the hiring department, with the assistance of Human Resources, to present the facts supporting decisions made in the hiring process.

& Group Grievance:

A group grievance is a complaint brought forward which concerns more than one employee grieving the same alleged violation. In this case, the facts surrounding the alleged violation are the same in all cases. A group grievance involves the “effect of management action on two or more employees” under the same collective agreement. Any settlement of a group grievance would apply to all employees identified with the grievance.

& Policy Grievance:

A Policy grievance is a dispute involving a question of general application or interpretation of any article of the collective agreement rather than the direct management action involving a particular employee. For example, the process by which a position is posted may be viewed by the union as a violation of the collective agreement and therefore they wish to challenge it. These types of grievances are initiated at the final step of the grievance procedure and arise directly between the employer and the union.

Roles

Each participant in a grievance process has a defined role as well as specific obligations, responsibilities and privileges. They are as follows:

& The Employee:

An employee may use the grievance procedure without prejudice to his/her employment should (s)he feel there has been a violation of the specific terms of the collective agreement. However, prior to launching an individual or group grievance, the supervisor outside the bargaining unit must be provided an opportunity to be made aware of the issue and have an opportunity to resolve it. If the issue remains unresolved, the employee may bring the issue to the union to assess and to decide whether or not to pursue a grievance. Once initiated as a formal grievance, the issue will be addressed following the steps outlined in the Grievance article of the collective agreement, which will be detailed later in this guide.

& The Supervisor/Manager:

The Supervisor/Manager has a right to exercise his/her management rights subject to the provisions of the collective agreement. If an employee brings forward an alleged violation of the collective agreement, the supervisor/manager must meet with that employee to discuss the issue within the time frame specified in the collective agreement. The supervisor/manager has a responsibility to fully investigate the issue and respond back to the employee on the findings and a decision. The supervisor/manager is responsible for keeping and presenting accurate and up-to-date records of circumstances relating to the grievance and the employee's work history and performance record. This will become particularly important if the issue is advanced to later stages of the grievance process or arbitration. With increasingly greater lapse in time before resolution, it is important that statements can be substantiated through factual information and documents.

Working with Human Resources, all facts are examined in light of the dispute to determine if the decision/action is not a violation of the collective agreement and that this can be clearly shown and articulated throughout the grievance process.

It is the Supervisor/Manager's responsibility to ensure that there is clear and ongoing communication within their unit, thus minimizing confusion and creating a culture of openness. Informed employees who understand the organization's direction are better able to cope with change and decisions that affect them. Insufficient information can lead to stress, frustration and dissatisfaction among employees, and in the absence of well structured information, the 'grape vine' or 'rumor mill' will generate misinformation. By creating a culture of openness, issues are likely to be resolved before a formal grievance is filed.

& The Union Representative:

The union representatives play a dual role within an organization. They are first an employee with role responsibilities that must be completed and subject to supervision and policies/procedures as any other employee. Secondly, the union representative has privileges, duties, and responsibilities as a representative of the union. They serve as advisors to employees about the collective agreement and will support and represent them when there is a dispute related to the collective agreement. To accomplish this second role, union representatives are allowed time, with permission, to tend to problems that may arise with members, and to represent them during the grievance process.

In a discussion with the complainant, the steward (or Council Representative) will advise the employee as to the merits of his or her grievance, the basis of the complaint within the bounds of the collective agreement, and the steward's (or Council Representative's) opinion on the chances of a successful outcome. Thus, acting as a sort of filter, the union representative will undoubtedly counsel the employee that his/ her complaint is or is not well founded and a violation of the collective agreement based on the information provided by the employee.

Rights of the Union Representative: A union representative has the right to observe and, if necessary, to protest the employer's actions. The only legal avenue of protest is through the grievance procedure. If the union representative disagrees with the employer's decision or action, the union representative must honour the decision or action and pursue the dispute through the grievance process. It is the role of the Chief Steward or Grievance Officer to present the case on behalf of the employee throughout the grievance process and therefore will be present at all stages up to and including arbitration.

Representation Rights: Union representation is at the employee's discretion and is allowed at any meetings where disciplinary action is imposed. It is essential that the employee is notified of this right prior to such a meeting. Under the UWOSA collective agreement, an employee may also have representation for any meeting in which discipline is being discussed or investigated. If the supervisor/manager wishes to meet with an employee to discuss, investigate or review a situation which is *not* disciplinary, union representation is not required.

The union representative cannot:

- <continue to question a decision or action after it has been explained to him/her;
- <refuse to honour a decision unless it affects his/her safety;
- <refuse to work or prevent others from working except in unsafe work conditions

& Human Resources:

Effective investigation and preparation is essential in dealing with grievances. Preparatory measures are critical to thoroughly investigating the issue brought forward, determining the appropriate response and ensuring a complete record of events exists in the instance that the grievance is advanced further up to and including arbitration.

Human Resources provides support and advice to managers throughout the entire process, from the informal discussion stage to arbitration. Human Resources guides supervisors/managers through the investigation, supports supervisors/managers in their role in the process, acts as lead spokesperson in the last stage of the grievance process, facilitates negotiations to achieve the best possible resolution, and work with legal counsel in preparing the case should it be referred to arbitration. Therefore, it is essential that Human Resources be contacted when an issue has been first identified and brought forward.

Common Sources of Grievances

Because a collective agreement is composed of language that is designed to cover a wide range of situations, it can be subject to interpretation as new issues are brought forward and language is applied. The grievance process is the venue for resolving questions of meaning and application of language.

Common sources of grievances include:

- <Discipline and discharge
- <Hours of work and Overtime
- <Job Postings
- <Seniority

& Discipline and Discharge:

All collective agreements (to which this document pertains) outline management functions and confirm the right of the employer to manage and direct employees, and to determine the standards of work. When those standards are not met, management has the right to address the issues within the guidelines of the collective agreement. Disciplinary action may result, such as warnings or suspension when performance or behavioural standards are not being met. Discipline is viewed as a serious action imposed on an employee and, given the severity of disciplinary action and the “just cause” standard which it must meet, unions are prone to initiate grievances on these actions. The grievances initiated tend to challenge either the discipline itself i.e. there was insufficient warning that discipline would result, or they challenge the severity of the discipline imposed.

Where performance or behavioural issues exist, the employee needs to be made aware of the performance standards to be met.

- ' Identified areas of concern are brought to the employee’s attention
- ' Problems are clearly described, expectations clearly outlined
- ' Tools are offered to the employee in support of improving performance and meeting expectations
- ' A reasonable time frame in which to improve is established.

Given the opportunity and the tools, the onus is then on the employee to improve their performance or to correct their behaviour over an appropriate, established period of time. If the issue is, however, behavioural in nature, such as insubordination, and its inappropriateness has been brought to the attention of the employee, an immediate or very quick change may be expected.

In working through performance related issues, a ***performance management*** approach is followed.

- ' ***Informal meetings:*** Prior to progressive discipline, there are informal meetings where problem areas are discussed between the supervisor and the employee. These meetings are meant to be coaching sessions where specific concerns are brought to the attention of the staff member and where expectations are outlined with the intent of achieving significant improvement. The staff member is given sufficient time, tools and the support to achieve this goal. Notes are kept on file specifying the dates and reasons for the meeting(s), and a follow-up date for a meeting is established.
- ' ***Non-disciplinary written follow up:*** If the problem still persists, a *non-disciplinary* memo is drafted, referring to the meetings, and recording the problems, the expectations and next steps. It is crucial that these initial “feedback” sessions take place before any discipline is considered or imposed.
- ' ***Disciplinary meeting:*** Given all of the above steps, if the problem is still not remedied, then the meetings would progress to being more formal and disciplinary in nature. A disciplinary meeting would include clear communication that future problems would result in further discipline up to and including termination.
- ' ***Written warning, etc.:*** Following such a formal meeting, a disciplinary letter (written warning) is given to the employee as a summary of items discussed and an indication that continued lack of improvement will result in further disciplinary action. (This is outlined in greater detail in the guide *Managing Performance in a Unionized Environment* available from Human Resources).
- ' ***Suspensions:*** When an employee is the recipient of a disciplinary action from the employer (i.e. written warning letter, suspension) a grievance may be filed to challenge it. The employer must be able to demonstrate what led up to the disciplinary action, and that the discipline is justifiable and reasonable. In such cases, it is therefore critical that the informal discussions and background that led up to the disciplinary action being

taken is well documented so dates, discussions, etc. can be referred to in the grievance process in support of the action taken.

Human Resources provides advice and guidance when addressing performance or behavioural issues. No discipline should be issued without consulting Human Resources.

& Hours of Work and Overtime:

A common source of grievances is Hours of Work and Overtime. One example of this may be a busy environment where staff work under pressure to meet prescribed deadlines. The expectation is that those deadlines will be met. However, that is not always possible within the normal 35 hour work week. Therefore, an employee may decide to work a number of extra hours during the week to meet his deadline and then expects to be compensated for the overtime hours. He argues that even though he did not obtain approval up front, the expectation was there for him to meet the deadline. However, the contract clearly states that all overtime must be approved in advance of the hours being worked, therefore, the unit refuses to reimburse him for the extra hours. It may very well result in a grievance in which case the language of the contract will be reviewed and will be the deciding factor. It is imperative that staff are made aware of the collective agreement stipulations so that they fully understand what is expected of them. If prior approval of overtime worked is a requirement, staff should be informed of that process within their unit.

In some contracts seniority is a determining factor in who works overtime hours at peak periods. In such instances, if the most senior staff are *not* selected, the reason may have to be indicated and justification may have to be provided. It could be that the most senior staff did not have the skills to perform the work at hand. Once again, the language of the contract will have to be consulted.

Human Resources can assist with all of the above issues and should be consulted as questions arise.

& Job Postings:

Collective agreements usually define the process for filling vacancies quite clearly. Yet, there is always room for interpretation in the wording of the contract. Language such as “skill, ability and qualifications to satisfactorily perform the requirements of the vacant position shall be the determining factor” is sometimes challenged. Candidates may feel they are the best fit for a job posting without being aware of the pool of applicants against whom they are competing, and they challenge the decision. In such an instance, the bona fide requirements of the position are reviewed, along with the skills, abilities and qualifications of the applicant. The interview tool and testing material (if any) are also examined with a view to understanding how the selection of the best candidate for the position was determined. In situations where an applicant from outside the organization becomes the successful candidate, it is not unusual to encounter a grievance from an individual who is considered an “internal” applicant. In those instances, the information listed above is reviewed and the onus is on the hiring unit, with the assistance of Human Resources, to justify the decision.

Seniority may also be a determining factor in the recruitment process. If the most senior applicant is unsuccessful in a competition, they may grieve that decision. The onus is on the Union to present why the more senior employee should have been the successful candidate. The hiring manager, with the assistance of Human Resources, would provide the rationale with supporting documentation for the decision. It may be that the most senior applicant was lacking a fundamental requirement for the position. Nevertheless, the case must be made to support the decision, so thorough documentation of the recruitment process is essential. ***Human Resources ensures that such documentation is filed and available and should be consulted for upcoming recruitment efforts.***

& Seniority:

Although seniority is not usually the direct cause of grievances, it is a significant factor in many. Unions often strive to create an environment where such things as promotions or the allotment of overtime is determined by the length of time that the employee has worked for the employer. The philosophy behind this principle is the avoidance of differential treatment. In such collective agreements where this is achieved in its entirety, seniority is the backbone of the collective agreement.

Seniority related grievances can also arise in a layoff situation. In a unionized environment, it is typical that those employees with the least seniority are laid off first and are displaced by more senior employees who have the ability to do the work. Grievances often result around the concept of whether the person displacing has the skills, abilities and qualifications to perform effectively in the new role. The onus is then on the union to prove that the person displacing could do the work.

Steps in the Grievance Procedure

Each collective agreement delineates the steps of their respective grievance procedures (see Appendix A for specifics in collective agreements at UWO). Success at grievance hearings and arbitrations is due, in large part, to effective preparation. The typical steps of the individual employee grievance procedure are as follows:

& Informal Discussion:

Before a grievance is formally filed, an employee must first discuss this issue with his or her supervisor. This step of the procedure is often referred to as the **Informal Discussion** phase. Frequently a potential grievance may be resolved at this step via the supervisor listening to the issue(s) raised by the employee, investigating the concerns thoroughly and providing a thoughtful response. This phase of the process can often resolve misunderstandings, issues of miscommunication, and perceived concerns of unfair treatment.

At the Informal Discussion stage, the emphasis should be placed on *Investigation* and *Documentation*. Taking the time to do a thorough investigation in the initial stages will establish clearly whether or not a violation of the collective agreement has occurred and may ultimately shorten the grievance process.

Human Resources assists leaders in the planning of an investigation or preparing documentation, and should be contacted when an issue is initially raised.

Investigation

When meeting with an employee about a complaint or concern, it is important that they feel they have your undivided attention. Total privacy and sufficient time to allow the employee to vent their frustrations is crucial, as it may lead to underlying issues, larger problems, and additional facts which may help clarify the occurrence.

Several specific questions should be asked to fully understand the employee's complaint:

- ' What specifically is the complaint?
- ' What happened to give rise to the complaint?
- ' Who was involved?
- ' When did the incident occur?
- ' Where did it occur?
- ' What article in the collective agreement is the employee questioning?
- ' What redress is the employee requesting?
- ' Is there any other relevant information that should be considered and recorded?

A template to aid you in the investigation of the complaint is included as Appendix C (i). An investigation checklist is included as Appendix C (ii).

If others were involved or if someone may have witnessed the incident, it is important to speak with them as soon as possible after the complaint has been brought forward. Therefore, once again, from the witness' perspective, it should be noted:

- ' Who was involved?
- ' What was witnessed?
- ' When did the incident occur?
- ' Where did the incident occur?
- ' Were there any other witnesses
- ' Was the incident reported? (If so, to whom; if not, why not)
- ' Did they discuss it with the employee at the time?
- ' Would they like to add anything further which may be relevant to the investigation?

A witness statement template is included as Appendix D.

& Documentation:

Documentation starts with the employee coming forward with a complaint and is crucial if the

complaint proceeds to the grievance stage or even to arbitration. Solid records are critical and would consist of any information which bears directly on the case which is documented. This would include a completed investigation report, witness statements, the employee's file, previous incidents of similar cases, and the collective agreement. Depending on the issue, other forms of documentation may include attendance sheets, statements from other faculty members or staff, physical evidence, knowledge of previous similar grievances and their outcomes, prior arbitration awards, established work procedures, current legislation, etc. Solid records are also of benefit at arbitration hearings. Memories tend to fade and a detailed record is of assistance to all, especially witnesses who may be testifying. Finally, if there is a conflict in the testimony of two witnesses, the arbitrator or chair will most likely accept the testimony of the witness who has solid documentation and can refer to those notes throughout the process.

In the case of discipline or discharge, access to the employee's personnel record, and copies of any notes or performance reviews by the employer are critical in establishing that discipline/discharge was justifiable and reasonable.

In grievances related to policy or interpretation of the collective agreement, the original notes taken at the bargaining sessions may become evidence towards establishing intent. Furthermore, any correspondence between the parties discussing the issue would be relevant.

In situations where a portion of the collective agreement has been implemented or administered in a manner inconsistent with the intent of the language, and where that practice has been tolerated and accepted by the employer/union, that practice could be considered binding until it is changed through collective bargaining. In such instances, the union, or the employer, cannot suddenly state that they no longer agree with the practice and that they would like to enforce the language in the contract instead. Therefore, **past practice** plays an important role in the interpretation and implementation of any collective agreement.

The consistent actions of the employer over a period of time can have an effect on the application of the collective agreement.

A precedent can be defined as a practice now serving as the rule.

For example, over a period of time, a lateness standard will have developed to such a degree that it becomes difficult for management to control because past practice has created a precedent. If a company were to tolerate the tardiness of an employee or of a group of employees on an ongoing basis, it could be deemed to be an accepted practice. Therefore, if, one day, the company were to decide that tardiness was no longer acceptable and now impose a different standard, likely that standard would be grieved with the employee arguing that a precedent has been set as to the accepted standard. It would raise the question of why a certain practice was acceptable for a significant period in the past, but can no longer be tolerated.

If a dispute is not settled at the Informal Discussion, then a grievance is filed stating clearly the articles allegedly violated.

& Step One:

If a grievance is filed, the employee, in conjunction with his or her union representative will complete a numbered grievance form provided by the union, outlining the facts of the grievance, the article(s) of the collective agreement allegedly violated, and the remedy sought and submit this to the supervisor or designate. Upon receipt of the grievance, the supervisor or designate must arrange to meet with the employee and the union representative within prescribed timelines to discuss the problem. In addition to the supervisor, the employee and the union representative, an employer representative will also be in attendance. Subsequent to the meeting, and within the specified time frame, the supervisor will provide a written response to the grievance.

As noted above, the best way to prepare for a grievance meeting is to understand the nature of the complaint and to speak with Human Resources at the early stages. Familiarization with and seeking clarification of the article(s) which were allegedly violated and cited is also essential prior to the Step One grievance hearing. Also, prior to the discussion, **all** documentation being relied upon by either party should be accessible and carefully reviewed. Reflection about what it is that the union considers important and why, is useful when preparing a response.

& Step Two:

If the problem is not worked out to the satisfaction of the employee at Step One, the grievance may then be submitted to the Dean/Budget Unit Head within the specified time frame. In the UWOSA process, the Dean/Budget Unit Head or designate will hold a meeting with the employee, up to two Union stewards/representatives, and UWO representatives (i.e., the Supervisor, Human Resources Consultant, etc.). Following the meeting, the Dean/Budget Unit Head or designate will respond in writing to the union and the grievor. In the CUPE agreements, IUOE, Police Association and PSAC the written response is provided by the Department Head.

If the union determines that the grievance has not been resolved to its satisfaction at Step Two, it may proceed to the next step of the grievance process. In the PSAC (GTA's) agreement, it is at this stage that the decision is made whether to proceed to arbitration or withdraw the grievance. The UWOSA, CUPE and IUOE agreements provide for a Step 3 in their grievance process.

& Step Three:

This is the final stage before arbitration. If a UWOSA, Police Association, CUPE or IUOE grievance is not settled at Step Two, the matter may be referred to the Associate Vice-President, Human Resources, or her designate, who will hold a meeting with the employee, union representatives and UWO representatives within a specified time period. At this stage, the position of the employer is presented by the Human Resources Consultant, relying on additional information and input at the meeting by supervisors, etc. Following the Step Three meeting, the AVP or designate will respond in writing to the union. Should the union not find the response satisfactory, it may inform the employer of its intention to take the grievance to arbitration.

Human Resources acts as liaison between the University representatives and the University's legal counsel to ensure adequate preparation occurs prior to any arbitration hearing convening.

& Arbitration Procedure:

Should a case proceed to arbitration, the structure of the proceedings is similar to that of a hearing in a court of law. Except in cases of termination or discipline, the burden of proof rests with the union to make a clear case that the employer violated the collective agreement. It is during these proceedings that *documentary evidence* is critical in establishing the facts of the case and the support for the decision/action taken. Legal counsel is generally involved in these proceedings and the decision made by the arbitrator is final and binding.

Ontario law requires that all collective agreements provide a stipulation for final and binding arbitration:

“Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party’s appointee to an arbitration board.

(Ontario *Labor Relations Act* 48.2)

As one can surmise, arbitration holds potential problems for both the employer and the union. The first problem is the cost, which is significant, and generally falls in the area of several thousands of dollars. The employer must also pay for the cost of its legal representation. The union may engage the services of a lawyer, but will oftentimes use a regional representative, if they are associated with a national union, to make their arguments. Alongside the high monetary cost is the time and productivity committed by management and employees who are present at the arbitration hearings rather than at the workplace. Dependent upon the complexity of the case, and the number of witnesses who must testify, an arbitration can last anywhere from a single day to several years. The third issue is that the decision of the arbitrator could drastically affect the manner in which day-to-day affairs at the workplace take place. The decision could alter management’s or the union’s rights, or have costly ramifications. The decision of an arbitrator is final and binding. In the case of an individual grievance this means implementing the remedy for the individual grievor. In the case of a group grievance, it means that

the remedy must be implemented equally for all those who grieved the same alleged violation. In the case of a policy grievance, the remedy would mean clarifying the interpretation of language within the contract and ensuring that the application of policy would be consistently applied.

& The Grievance Hearing - Presentations:

Any meeting between the employee, a Union representative and representative(s) for the Employer should be approached with a problem-solving frame of mind. Except for the final stage of the grievance process where the Human Resources Consultant will present the position of the employer, it rests with the supervisor or designate to properly represent the facts that support the decision/action taken. A checklist to use as a guide is attached as Appendix B.

, **Keep focused on the issues.** A common occurrence in grievance hearings is that the discussion is diverted into generalizations. It is essential to bring the focus back to the actual grievance, and the specifics of the alleged contractual violation.

In most grievances, except for termination or discipline, the burden of proof will be upon the union, which means that they present their case first. Depending on the stage of the grievance, the person presenting could be either a union representative or the regional representative. They may or may not have witnesses, and the Grievor will usually be present. The representative may direct questions at the supervisor about the facts or about their thoughts at the time the problem occurred. It is important to remain calm and offer thoughtful answers. After the union has entered its case, the employer will respond and it is usually the HR Consultant who presents.

, **Be factual, concise and thoughtful.** State the facts and present the evidence gathered during the documentation process of the investigation in a clear, thoughtful and concise manner. If referring to the collective agreement, explain clearly your interpretation of the clause in question and how, if at all, it has been applied in the past. If you have witnesses who will be presenting, ensure that they cover the essential information by providing prompts or questions.

, **Practice active listening.** After the employer's response has been presented, both sides have an

opportunity to clarify any outstanding issues in dispute. The Chair will likely have questions. Being a good listener throughout the meeting will ensure that you understand their point of view and are better able to respond to their argument. Try to have good, strong answers to the union's specific claims. It may be that the union offers alternative suggestions as a means of resolving the grievance. Watch for them.

, Explore potential resolutions.

It is not expected that a conclusion will be reached at the hearing, but that the facts are presented, and that both sides of the position and the resolution being sought are heard. All proposals should be considered and a response will be given within the time limits prescribed.

SUMMARY

In summary, no matter what the workplace is like, from time to time complaints and disputes will arise relative to the application or interpretation of the collective agreement. The purpose of the grievance procedure is to provide a mechanism for the resolution of those disputes.

Human Resources can play an integral role in minimizing the impact of conflict. Therefore, it is imperative that Staff Relations be contacted at the initial stages of any dispute. They will act as a valuable resource to both academic and administrative leaders throughout the process.

It is important for leaders/managers to keep the lines of communication open with their staff and to address problems as they arise. A sense of democracy and open communication without fear of reprisal will, most certainly, ensure better labour relations. If, however, a grievance is filed, it will have an impact on the individual, the unit, or on the interpretation of the collective agreement overall. In case of an individual grievance, the primary impact will be on the individual, but it may also influence the management of that unit and of the interpretation of the collective agreement. Grievance is a useful means by which to resolve issues, which is in the best interest of all parties.

GLOSSARY OF TERMS

Arbitration - Settlement of a dispute by a third party. In instances where a dispute could not be settled through the normal grievance process, the issue goes to a third party who determines whether there has been a violation of the collective agreement.

Collective agreement - A written contractual agreement between the employer and the union which defines the terms and conditions of their work relationship. Its provisions and operation is governed by the *Labour Relations Act*.

Grievance - Any work-related dispute arising out of the interpretation, application administration or alleged violation of the terms of the collective agreement.

Just Cause - Justifiable and reasonable decision/action.

Progressive Discipline - Discipline imposed only after it has been determined that the misconduct occurred, that it has been brought to the attention of the employee, and that the employee was given a fair chance to correct the behaviour. If the behaviour has not changed, then at some point, discipline is imposed progressively (e.g., written warning, suspension).

Steward/Union Representative/Council Representative -An employee who has been authorized to represent the union with respect to matters relating to the Collective agreement.

APPENDIX A

Summary of Time Limits for UWO Union's Grievance Process

Step	UWOSA	CUPE 2361 (PPD)	CUPE 2692 (Food Services)	UWOPA	IUOE	PSAC
Informal Discussion	Employee should give supervisor outside bargaining unit the first opportunity to address the problem.	Within 4 days of the incident with Supervisor.	Employee may ask manager to arrange a meeting with steward within 3 days.	Sergeant will arrange a meeting within 3 days with steward.	Employee may ask the Plant Manager to arrange a meeting with the steward within 3 days.	Within 14 days of the occurrence. Department Designate to reply within 5 days.
Step One	Submitted to supervisor outside bargaining unit within 15 days of incident. Supervisor will convene a meeting within 5 days and respond in writing within 10 days.	Submitted to Supervisor within 7 days of the incident. Supervisor will arrange a meeting within 4 days with the employee and steward. Supervisor to reply in 4 days.	Submitted to Assistant Director within 3 days of receipt, and will arrange a meeting with employee and steward. Ass't. Director to respond within 3 days.	Submitted to Sergeant within 7 days of incident. Meeting to be held within 5 days. Sergeant to respond within 3 days.	Submitted to the Plant Manager within 7 days of the incident. A hearing will be set within 3 days with the steward. Manager to respond within 3 days.	Submitted to the Dean within 10 days of the incident. A hearing will be set within 10 days with the steward. Manager to respond within 7 days.
Step Two	Submit grievance to Dean/Budget Unit Head or designate within 10 days of Step One. A meeting will occur within 10 days. The Dean/Budget Unit Head or designate will respond within 10 days.	Submit grievance to the Director within 4 days. Within 4 days a hearing will be held with the chief steward, steward and employee. Director to reply within 4 days.	Submit grievance to Director within 3 days. Within 5 days a hearing will be held with chief steward, steward and employee. Director to respond within 3 days.	Submitted to Manager of Police within 3 days. Meeting will be held within 5 days. Manager to respond within 3 days.	Submitted to AVP – PPD, and within 3 days a hearing will be set with the steward. The AVP will respond within 3 days.	Submitter to the employer designate within 7 days. A meeting will be held within 10 days. Designate to respond within 7 days.
Step Three	Submit grievance to AVP-HR or HR Director, Staff Relations within 10 days of Step Two. A meeting will occur within 10 days. The AVP-HR /HR Director, Staff Relations or designate will respond within 10 days.	Submitted to AVP of HR or designate within 4 days. HR will arrange a hearing within 4 days. HR to respond within 4 days.	Submitted to HR within 4 days. HR will arrange a hearing within 5 days. HR will respond within 4 days.	Submitted to HR within 4 days. Meeting will be held within 10 days. HR to respond within 4 days.	Submitted to HR within 4 days. Within 3 days a hearing will be set. HR will respond within 4 days.	N/

APPENDIX B
CHECKLIST OF ITEMS TO CONSIDER WHEN PREPARING FOR A
GRIEVANCE HEARING

- ' Study the original grievance and its history

- ' Read the Collective agreement, especially the articles which pertain

- ' Coordinate all pertinent documents and papers being referred to at the hearing.

- ' Make copies for the chair of the meeting and the other party

- ' Request a copy of evidence union may have

- ' Interview all witnesses. (Make certain they understand the whole case and the importance of their testimony as well as the procedss.)

- ' Make a written summary of what each witness will say to be used as a checklist at the hearing to ensure no points were missed.

- ' Analyze the case from the union's perspective and anticipate possible questions they may ask.

- ' Draft possible responses.

- ' Review the case you have prepared with others involved in the department to ensure that you understand the history and possible ramifications of the issues at hand.

Adapted from Labour Arbitrators Procedures and Techniques

APPENDIX C (i)
INVESTIGATION REPORT

EMPLOYEE NAME: _____ **POSITION:** _____

1. What exactly is the complaint?

2. What happened to give rise to the complaint?

3. Was anyone else involved? Yes _____ No _____
If yes, who?

4. When did it occur?

5. Where did it occur?

6. What article in the Collective agreement is the employee questioning?

7. What redress is the employee requesting?

8. Are there any other details to this complaint that should be recorded?

Names: _____ Date: _____

APPENDIX C (ii)
INVESTIGATION CHECK LIST

EMPLOYEE NAME: _____

- ' Note how I found out about the incident

- ' Contact Staff Relations

- ' Witness Statement(s)

- ' Employee Statement(s)

- ' Obtain other evidence

- ' Review of supervisor's file on employee (History of corrective action)

- ' Review employee's personnel file (History of corrective action)

- ' Identify mitigating circumstances

- ' Prepare letter if required

- ' Arrange union representation if required

- ' Implement corrective action

APPENDIX D
WITNESS STATEMENT

EMPLOYEE NAME:

POSITION:

1. Please describe the incident as specifically as you can noting:

Who was involved?

What did you witness? (i.e. What actually happened)

When did it happen? (Date, time, length of time, etc.)

Where did it happen?

Were there any other witnesses to the incident?

2. Did you report the incident to anyone?

[] yes - to whom?:

[] no - reason why?

3. Did you say anything to the employee at the time of the incident?

4. Do you have anything further to add that may help us in the investigation?

Name of Investigator: _____ Date: _____

APPENDIX E

Negotiated Grievance Procedures:

CUPE 2361 - PPD

Article 17

Grievance Procedure

.01 A grievance is defined as an alleged violation of the specific terms of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.

(a) No temporary employee or part-time employee can grieve a termination or lay off which results from a predetermined termination or lay off date, except if the Union claims the termination was made in bad faith.

(b) As stated in Article 2.01(b), if any temporary employee or part-time employee whose seniority exceeds 1040 hours claims he/she has been discharged or disciplined without cause, a grievance may be filed and dealt with in accordance with this Grievance Procedure.

.02 A group grievance may be initiated should more than one member be grieving the same alleged violation. All members affected may sign the grievance but only one griever may be present at each step of the grievance process. Any agreement under the Grievance Procedure would be applied to all affected members who signed the grievance.

.03 It is the mutual desire of the parties hereto that problems experienced by members shall be addressed as quickly as possible, and it is understood that a member has no grievance until he/she has given the Supervisor the first opportunity to address the problem. Following this, should a member wish to discuss the problem with his/her Steward, he/she will request the Supervisor to arrange a meeting between the member and his/her Steward. Such meeting will take place within 3 working days. If a written grievance is filed with the Supervisor, it must be filed within seven working days after the circumstances giving rise to the grievance have occurred and shall proceed in the following manner and sequence.

Step No. 1

The member may submit a written grievance to the Supervisor on the form (Appendix E) provided by the Union. It will be signed and dated by the member involved and in all cases by his/her Steward. It will be identified by a number issued by the Chief Steward. The Supervisor will acknowledge the receipt of the grievance with his/her signature and the date received. Within four working days, a tentative hearing date

should be set. At the grievance hearing a Steward will be present. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Supervisor will deliver his/her decision in writing within four working days of the hearing to the griever and the Steward.

Step No. 2

Within four working days of the Supervisor's decision under Step No. 1, the grievance may be submitted to the Director - Operations and Maintenance for Physical Plant Department members and the Manager of the Thompson Recreational and Athletics Centre for members in that department or his/her designate and within four working days a tentative hearing date should be set. At the grievance hearing the Chief Steward, Steward and the griever will be present. Director or Manager will deliver his/her decision in writing within four working days of the hearing.

Step No. 3

Within four working days of the Director's decision under Step No. 2, the grievance may be submitted to the Associate Vice-President (Human Resources) or his/her designate and within four working days a tentative hearing date should be set. At this grievance hearing the CUPE Representative and/or the Chief Steward, the Steward and the griever will be present. The Associate Vice-President (Human Resources) will deliver his/her decision in writing within four working days of the hearing.

.04 Where no answer is given within the time limits specified in the Grievance Procedure the member concerned, the Union, or the Employer shall be entitled to submit the grievance to the next step of the Grievance procedure.

.05 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the member(s).

.06 A grievance as defined herein arising directly between the Employer and the Union shall be originated under Step. No. 3. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an member or members which such member or members could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

(a) An Employer grievance entered under .06 above will be submitted to the CUPE Representative. The CUPE Representative will deliver his/her decision in writing within four working days of the hearing provided for in Step No. 3.

.07 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 18. If no written request for Arbitration is received within thirty (30) days of the Union's receipt of the decision under Step No. 3, it shall be deemed to have been settled and not eligible for Arbitration.

.08 When a grievance is initiated at Step No. 2 or Step No. 3 stage it must be accompanied by a written statement outlining the following:

- (a) Griever's Name
- (b) Classification
- (c) Date of Incident Resulting in Alleged Grievance
- (d) Article and Section being grieved
- (e) Action Requested

.09 Wherever "working days" are referred to in Article 17, 18 and 20, such days shall not include Saturdays, Sundays or Holidays.

Article 18

Arbitration Procedure

.01 If the Employer or the Union requests that a grievance as provided in Article 17 be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time name its appointee to the Arbitration Board. Within five working days thereafter the other party shall name its appointee to the Arbitration Board and notify the other party. The two Appointees so nominated shall, within fifteen working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and Chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairperson. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.

.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

.03 The Arbitration Board shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

.04 No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven days before the complaint was discussed with the Supervisor or as lodged by the Employer or Union under Section .06 of Article 17.

.06 The written decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the members.

.07 Each of the parties hereto will bear the fees and expenses of its appointee to the Board of Arbitration, and the parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.

CUPE 2692 - FOOD SERVICES:

Article 15

GRIEVANCE PROCEDURE

.01 A grievance is defined as an alleged violation of the specific terms of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.

.02 A group grievance may be initiated should more than one member be grieving the same alleged violation. All members affected may sign the grievance but only one grievor may be present at each step of the grievance process. Any agreement under the Grievance Procedure would be applied to all affected members who signed the grievance.

.03 It is the mutual desire of the parties hereto that problems experienced by members shall be addressed as quickly as possible, and it is understood that a member has no grievance until he/she has given the Unit Manager the first opportunity to address the problem. Following this, should a member wish to discuss the problem with his/her Steward, he/she will request the Unit Manager to arrange a meeting between the member and his/her Steward. Such meeting will take place within three (3) working days. If a written grievance is filed with the Assistant Director, it must be filed within seven days after the circumstances giving rise to the grievance have occurred and shall proceed in the following manner and sequence.

Step No. 1

The member may submit a written grievance to the Assistant Director on the form (Appendix D) provided by the Union. It will be signed and dated by the member involved and in all cases by his/her Steward. It will be identified by a number issued by the Chief Steward. The Assistant Director will acknowledge the receipt of the grievance with his/her signature and the date received. Within three working days a tentative hearing date should be set. At the grievance hearing a Steward will be present. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Assistant Director will deliver his/her decision in writing within three working days of the hearing to the grievor and the Chief Steward.

Step No. 2

Within three (3) working days of the Assistant Director's decision under Step No. 1, the grievance may be submitted to the Director, Hospitality Services, and within five (5) working days a tentative hearing date should be set. At the grievance hearing the Chief Steward, Steward and the grievor will be present. The Director, Hospitality Services will deliver his/her decision in writing within three (3) working days of the hearing.

Step No. 3

Within four (4) working days of the Director's, Hospitality Services, decision under Step No. 2, the grievance may be submitted to the Director, Human Resources (Staff Relations) or his/her designate, and within five (5) working days a tentative hearing date should be set. At this grievance hearing the CUPE Representative and/or the Chief Steward, the Steward and the grievor will be present. The Director, Human Resources (Staff Relations) will deliver his/her decision in writing within four (4) working days of the hearing.

.04 Where no answer is given within the time limits specified in the Grievance Procedure the member concerned, the Union, or the Employer shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been abandoned.

.05 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the member(s).

.06 A grievance as defined herein arising directly between the Employer and the Union shall be originated under Step. No. 3. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting a member or members which such member or members could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

(a) An Employer grievance entered under .06 above will be submitted to the CUPE Representative. The CUPE Representative will deliver his/her decision in writing within four working days of the hearing provided for in Step No. 3.

.07 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 16. If no written request for Arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

.08 All grievances initiated at Step No. 2 or Step No. 3 require all information contained on the Step 1 grievance form (Appendix D) be completed with the exception of the Supervisor's decision and signature.

.09 Wherever "working days" are referred to in Article 15, 16, and 18, such days shall not include Saturdays, Sundays, or Holidays.

Article 16

ARBITRATION PROCEDURE

.01 If the Employer or the Union requests that a grievance as provided in Article 15 be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time nominate an Arbitrator. Within five (5) working days thereafter the other party shall nominate an Arbitrator and notify the other party. The two (2) Arbitrators so nominated shall, within fifteen (15) working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and Chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairperson. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.

.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

.03 The Arbitration Board shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

.04 No matter may be submitted to Arbitration which has not been properly carried through the Complaint and Grievance Procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven (7) days before the complaint was discussed with the Supervisor or as lodged by the Employer or Union under Section .05 of Article 15.

.06 The written decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.

.07 Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses to the Chairperson of the Arbitration Board.

UWOSA:

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 An employee may use this grievance procedure without prejudice to her employment.

8.02 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of the Articles in this Agreement. It is the mutual desire of UWOSA and UWO that grievances should be addressed as quickly as possible. It is agreed that only one grievance concerning the same facts, incidents and alleged violation of this Agreement will be recognized.

8.03 A group grievance shall be initiated should more than one employee be grieving the same alleged violation. All employees affected may sign the grievance but no more than two (2) affected employees may be present at each step of the grievance process.

8.04 STEP ONE

It is the mutual desire of the parties hereto that problems experienced by employees shall be addressed as quickly as possible, and it is understood that an employee must give the supervisor outside the bargaining unit or designate the first opportunity to address the problem.

- a) If a matter is not resolved as above, a Grievance may be initiated by the grievor. The Grievance will be stated in writing on a numbered Grievance Form provided by UWOSA, outlining the facts of the Grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The Grievance must be submitted to the supervisor outside the bargaining unit or designate within fifteen (15) days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the Grievance.
- b) The supervisor named above shall arrange for a meeting within five (5) days of the matter being brought to her attention. The UWOSA Grievance Officer or designate shall be present at this meeting.
- c) The supervisor, outside the bargaining unit, shall respond within ten (10) days of the STEP ONE meeting with a copy going to the grievor, UWOSA Office and Human Resources.

8.05 STEP TWO

- a) If the grievance is not resolved at STEP ONE, the grievance must be submitted, to the Dean, Budget Unit Head or designate within ten (10) days of the reply provided for in Article 8.04 c). The grievance shall also be forwarded to the UWOSA Office and Human Resources.
- b) Within ten (10) days of the receipt of the grievance, the Dean, Budget Unit Head or designate shall convene a meeting with the grievor, who shall be accompanied by the UWOSA Grievance Officer or designate and up to one other representative. The UWO may also have two (2) other representatives present.
- c) The UWO shall give written reply to the grievance, within ten (10) days of the STEP TWO meeting.

8.06 STEP THREE

- a) If the grievance remains unresolved following the STEP TWO process, the grievance must be submitted to the AVP – Human Resources or Director, Staff Relations within ten (10) days of the STEP TWO response.
- b) Within ten (10) days of the submission to STEP THREE, a meeting shall be convened by the AVP - Human Resources or Director, Staff Relations. The grievor, and up to three (3) representatives from both UWOSA and UWO shall be permitted to attend.
- c) The UWO shall respond to the grievance in writing within ten (10) days of the STEP THREE meeting.

8.07 If the grievance remains unresolved following STEP THREE, the grievance may be submitted to Arbitration as set forth in Article 9.

8.08 a) Every grievance must be commenced and processed to the next step in the Grievance Procedure within the time limits under this Article, or as mutually extended in writing, it being understood that these time limits are mandatory.

- b) Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure or, if the next step is Arbitration, to Arbitration in accordance with Article 9.

8.09 a) UWOSA Policy Grievance

UWOSA shall be entitled to file a policy grievance involving a question of general application or interpretation of any Article of this Agreement directly at STEP THREE by filing such a grievance with the AVP - Human Resources or Director, Staff Relations. Any grievance by UWOSA as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from the date UWOSA ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance. UWOSA agrees not to unnecessarily by-pass the individual or group grievance process through the filing of Policy grievances.

b) UWO Grievance

UWO shall be entitled to file a grievance directly at STEP THREE by filing such grievance with the President of UWOSA. Any grievance by UWO as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from the date UWO ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

c) In either Article 8.09 a) or b), a meeting shall be held within ten (10) days of the receipt of the grievance and the responding party shall respond within seven (7) days with a decision of this meeting. If the grieving party is not satisfied with the decision of the STEP THREE process, it may take this matter to Arbitration as per Article 9.

8.10 The grieving employee will not suffer a loss in pay as a result of attendance at scheduled grievance meetings between UWO and the employee as provided for under this Article. Such employee will provide as much advance notice as possible to the Dean, Budget Unit Head or designate of any such meetings that may conflict with her employee responsibilities.

8.11 Recognizing that council representatives have regular duties to perform as employees, council representatives will be given reasonable time off work without loss of pay or reduction in benefits, to fulfill their duties in respect of the investigating and processing of grievances, provided they first obtain permission from the Dean, Budget Unit Head or designate which permission will not be unreasonably withheld. These council representatives shall advise the Dean, Budget Unit Head or designate when they return to work.

8.12A A grievance into any Termination of Employment shall commence at STEP THREE.

ARTICLE 9 – ARBITRATION PROCEDURE

9.01 If a grievance is not settled in the course of the grievance procedure it may be referred to Arbitration by

written notice signed by the President of UWOSA, or designate, and given to the AVP – Division of Human Resources, or vice versa, no later than twenty (20) days from the receipt of the answer at STEP THREE. This referral to Arbitration must be made within twenty (20) days of the answer at STEP THREE of the Grievance Procedure, it being understood that this time limit is mandatory.

9.02 Grievances shall be heard by a Board of Arbitration. The party referring the grievance to Arbitration shall at the same time name its appointee to the Board of Arbitration. The other party shall, within ten (10) days, provide written notice of its appointee to the Board of Arbitration. The two appointees shall, within ten (10) days, agree on the selection of the Chair of the Board of Arbitration. If the appointees are unable to agree, either appointee may apply to the Minister of Labour for the appointment of a Chair of the Board of Arbitration.

9.03 Notwithstanding Article 9.02, the parties may mutually agree in writing to proceed by way of a single arbitrator to hear the grievance. If the parties are unable to agree within twenty (20) days of the referral to Arbitration as to who will act as the single arbitrator, either party may apply to the Minister of Labour for the appointment of a single arbitrator.

9.04 The Arbitrator or Arbitration Board shall hear and determine the dispute referred to it, and his, her or its decision shall be final and binding on the parties. The Arbitrator or Arbitration Board does not have any jurisdiction to alter, amend, add to, or subtract from any provision of this Agreement.

9.05 Each party shall bear its own legal expenses of Arbitration including its nominee to a Board of Arbitration. The fees and expenses of the Arbitrator, or the Chair of the Arbitration Board, shall be equally divided between the parties.

9.06 No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedure.

PSAC:

Article 9

GRIEVANCE PROCEDURE

9.01 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of this Agreement. It is the mutual desire of the Union and the Employer that grievances should be addressed as quickly as possible.

9.02 The Employer acknowledges the right and duties of the representatives of the Union to assist employees in preparing and presenting a grievance.

9.03 INFORMAL DISCUSSION: Before a grievance is filed formally, and whenever it is possible, the person designated by the Department or Faculty where the employee works will be given the opportunity to resolve the matter in accordance with the following:

(a) The employee shall discuss the matter, accompanied and represented by a representative of the Union if she/he wishes, with the person designated by the Department or Faculty where the employee works. The matter shall be brought to the attention of the person designated by the Department or Faculty within fourteen (14) days after its occurrence, or from the date the employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.

(b) The discussion shall take place within five (5) days after the matter is brought to the attention of the person designated by the Department or Faculty. If requested, the person designated by the Department or Faculty shall give a reply in writing within five (5) days of the discussion.

9.04 STEP ONE

(a) If a matter is not resolved by the Informal Discussion with the person designated by the Department or Faculty as provided for in 9.03 above, a grievance shall be submitted to the Dean of the Faculty (or designate) where the employee works within ten (10) days of the discussion provided for in 9.03 above. The grievance should be stated in writing on a numbered Grievance Form provided by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.

(b) The Dean (or designate) shall convene a meeting with the employee, up to two (2) Union representatives and up to two (2) Employer representatives to discuss the grievance within ten (10) days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) days of this meeting.

9.05 STEP TWO

If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the person designated by the Employer (or designate) within seven (7) days of the STEP ONE reply. The person designated by the Employer (or designate) shall convene a meeting with the employee, up to two (2) Union representatives and up to two (2) Employer representatives to discuss the grievance within ten (10) days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) days of this meeting.

9.06 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 10. If no written request for Arbitration is received within thirty days (excluding Saturdays, Sundays and statutory holidays) of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been terminated.

9.07 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been terminated.

9.08 A group grievance shall be initiated should more than one employee be grieving the same alleged violation. Failing resolution of the matter following the Informal Discussion, as provided for in Article 9.03, a group grievance shall be submitted at the STEP ONE stage. All employees affected may sign the grievance but only one affected employee may be present at the Informal Discussion and at each step of the grievance process. Up to three additional employees from the group may be called as witnesses. Any agreement under this Grievance Procedure would be applied to all affected employees who signed the grievance.

9.09 A grievance as defined herein arising directly between the Employer and the Union shall be originated under STEP TWO. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within fifteen (15) working days after its occurrence or from the date the Employer or the Union ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

9.10 An Employer grievance will be submitted to the President of the local and shall be originated at STEP TWO. The President of the local will deliver his/her decision in writing within seven (7) days of the hearing provided for in STEP TWO.

9.11 With the exception of Article 9.06 and 9.09 above, all of the time limits fixed in this Article and Article 10 Arbitration are in calendar days and may be extended by the mutual written consent of the parties.

9.12 The employee and a representative who accompanies this employee under this Article will not suffer a loss in pay as a result of attendance at meetings between the Employer and the employee as provided for under this Article. Both the employee and the representative will provide as much advance notice as possible to the person designated by the Department or Faculty where they are employed of any such meetings that conflict with their employee responsibilities.

9.13 If the Union notifies the Employer in writing of an alleged violation of the Collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

Article 10

ARBITRATION PROCEDURE

10.01 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party within thirty (30) days, excluding Saturdays and Sundays, of the written decision of Step Two pursuant to Paragraph 9.06.

10.02 Grievances shall be heard by a single Arbitrator or by a three (3) person Arbitration Board.

10.03 If a hearing before a single Arbitrator is requested by either party, such request shall be included in the notice provided for in paragraph 10.01. The other party shall indicate within ten (10) working days whether or not a single Arbitrator is acceptable.

10.04 Single Arbitrator

If both parties agree to arbitration before a single Arbitrator, the Arbitrator shall be selected from among the panel set out in the paragraph 10.06, it being understood that if the parties are unable to agree to an Arbitrator from the list, then the Arbitrator shall be selected from that list by lot. In the event that no Arbitrator is available within a reasonable period of time, which in any event shall not normally exceed twenty-six (26) weeks, the parties may select an Arbitrator outside the panel. If an agreement cannot be reached on an outside Arbitrator within five (5) working days, either party may request the appointment of an Arbitrator by the Minister of Labour for the Province of Ontario.

10.05 Arbitration Board

If either party does not agree to arbitration before a single Arbitrator, the arbitration shall be before a three (3) person Arbitration Board. The parties shall immediately proceed to the selection of a Chairperson in accordance with the Provision of paragraph 10.04. Each party shall advise the other, within five (5) working days of the selection of the Chairperson, of their appointee to the Arbitration Board.

10.06 Arbitration Panel

The parties agree that for the duration of the present Agreement, the persons listed herein may be chosen to sit as a single Arbitrator pursuant to paragraph 10.04, or Chairperson of a three (3) member Arbitration Board pursuant to paragraph 10.05.

Gail Brent, Jane Devlin, plus 3 others.

10.07 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.08 Authority

The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or her/his specific authority to do so or to make a decision which has such effect.

However, an Arbitrator or the Chair of an Arbitration Board, as the case may be, has the power and authority as provided for in the Ontario Labour Relations Act.

10.09 No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

10.10 The written decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.

10.11 Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chair of the Arbitration Board.

10.12 No adjustment effected under the Grievance or Arbitration procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the employee, or the Union or the Employer in respect of Article 9.09, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.

UWOPA:

ARTICLE 12

GRIEVANCE PROCEDURE

.01 A grievance is defined as an alleged violation of the specific terms of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.

.02 It is the mutual desire of the parties hereto that problems experienced by employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has given the Sergeant the first opportunity to address the problem. Following this, should an employee wish to discuss the problem with the Steward, he will request the Sergeant to arrange a meeting between the employee and the Steward. Such meeting will take place within 3 working days. If a written grievance is filed with the Sergeant it must be filed within seven days after the circumstances giving rise to the grievance have occurred and shall proceed in the following manner and sequence.

Step No. 1

The employee may submit a written grievance to the Sergeant on the form (Appendix C). It will be signed and dated by the employee involved and in all cases by the Steward. It will be identified by a number issued by the Steward. The Sergeant will acknowledge the receipt of the grievance with his signature and the date received. At the grievance hearing the Steward will be present. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Sergeant will whenever possible hold the grievance hearing within 5 working days and deliver his decision in writing within three working days of the hearing to the grievor and the Steward.

Step No. 2

Within three working days of the Sergeant's decision under Step No. 1, the grievance may be submitted to the Manager of University Police or his designate. At the grievance hearing the Sergeant, the Steward and the grievor will be present. The Manager will whenever possible hold the grievance hearing within 5 working days and deliver his decision in writing within three working days of the hearing.

Step No. 3

Within four working days of the Manager's decision under Step No. 2, the grievance may be submitted to the Senior Director (Human Resources) or his designate. At this grievance hearing the University of Western Ontario Police Association Representative and/or the Steward and the grievor will be present. The Senior Director (Human Resources) will whenever possible hold the grievance hearing within 10 working days and deliver his decision in writing within four working days of the hearing.

.03 Where no answer is given within the time limits specified in the Grievance Procedure the employee concerned, the Association, or the Employer shall be entitled to submit the grievance to the next step of the Grievance procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as extended by written mutual agreement, shall be deemed to have been abandoned.

.04 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and Association and the employee(s).

.05 A grievance as defined herein arising directly between the Employer and the Association shall be originated under Step. No. 3. However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Association as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.

.06 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 13. If no written request for Arbitration is received within five working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

.07 Work days as delineated in this Article will be confined to Monday to Friday inclusive.

.08 All grievances initiated at Step 2 or Step 3 require a step one grievance form (Appendix C) be completed with the exception of the decision, signature and discussion with the Sergeant.

.09 Whenever the term Sergeant is used in this article it shall relate to the Sergeant appropriate to the incident being grieved.

ARTICLE 13

ARBITRATION PROCEDURE

.01 If the Employer or the Association requests that a grievance as provided in Article 12 be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time nominate an Arbitrator. Within five working days thereafter the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall, within fifteen working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Minister of Labour for the

Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.

.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

.03 The Arbitration Board shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

.04 No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven days before the complaint was discussed with the Sergeant or as lodged by the Employer or Association under Section .05 of Article 12.

.06 The written decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.

.07 Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.

IUOE:

Article 13

GRIEVANCE PROCEDURE

- .01 A grievance is defined as an alleged violation of the specific terms of the Articles of this Agreement. It is agreed that only one grievance concerning an alleged violation will be recognized.
- .02 It is the mutual desire of the parties hereto that problems experienced by employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he/she has given the Manager, Plant Operations the first opportunity to address the problem. Following this, should an employee wish to discuss the problem with his/her Steward, he/she will request the Manager, Plant Operations to arrange a meeting between the employee and his/her Steward. Such meeting will take place within 3 working days. If a written grievance is filed with the Manager, Plant Operations, it must be filed within seven days after the circumstances giving rise to the grievance have occurred and shall proceed in the following manner and sequence.

Step No. 1

The employee may submit a written grievance to the Manager, Plant Operations on the prescribed form (Appendix D). It will be signed and dated by the employee involved and in all cases by his/her Steward. It will be identified by a number issued by the Steward. The Manager, Plant Operations will acknowledge the receipt of the grievance with his/her signature and the date received. Within three working days, a tentative hearing date will be set. At the grievance hearing a Steward will be present. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Manager, Plant Operations will deliver his/her decision in writing within three working days of the hearing to the grievor and the Steward.

Step No. 2

Within three working days of the Manager, Plant Operations decision under Step No. 1, the grievance may be submitted to the Director , Operations & Maintenance or his/her designate and within three working days a tentative hearing date will be set. At the grievance hearing the Steward and the grievor will be present. The Director, Operations & Maintenance will deliver his/her decision in writing within three working days of the hearing.

Step No. 3

Within four working days of the Director's decision under Step No. 2, the grievance may be submitted to the Director of Employee Relations or his/her designate and within three working days a tentative

hearing date will be set. At this grievance hearing the Union Business Agent and/or the President, the Steward and the grievor will be present. The Director of Employee Relations will deliver his/her decision in writing within four working days of the hearing.

- .03 Where no answer is given within the time limits specified in the Grievance Procedure the employee concerned, the Union, or the Employer shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been abandoned.
- .04 All Agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the employee(s).
- .05 A grievance as defined herein arising directly between the Employer and the Union shall be originated under Step No. 3. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within seven working days after the circumstances giving rise to the grievance have occurred.
- .06 Failing settlement under the Grievance Procedure, such grievance may be submitted to Arbitration as set forth in Article 13. If no written request for Arbitration is received within five working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.
- .07 Work days as delineated in this Article will be confined to Monday to Friday inclusive with the exception of the holidays stated in Article 20, Section .01.

Article 14

ARBITRATION PROCEDURE

- .01 If the Employer or the Union requests that a grievance as provided in Article 12 be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time nominate an Arbitrator. Within five working days thereafter the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall, within fifteen working days of the nomination of the latter of them, attempt to select by Agreement a third person to be a member and

Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.

- .02 Notwithstanding Article 13.01, the parties may mutually agree in writing to proceed by way of a single Arbitrator to hear the grievance. If the parties are unable to agree within thirty (30) days of the referral to Arbitration as to who will act as a single Arbitrator, either party may apply to the Minister of Labour for the appointment of a single Arbitrator.
- .03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- .04 The Arbitration Board or the single Arbitrator shall not have jurisdiction to alter, modify, amend, add or delete any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- .05 No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.
- .06 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive beyond seven days before the complaint was discussed with the Manager, Plant Operations or as lodged by the Employer or Union under Section .05 of Article 12.
- .07 The written decision of the majority of the Arbitration Board or the single Arbitrator will be final and binding upon the parties hereto, and the employees.
- .08 Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board or the single Arbitrator.