

TENTATIVELY AGREED
ARTICLE XX – GRIEVANCE PROCEDURE

The Parties tentatively agree to include the following Article in a collective agreement. It is understood that final agreement is subject to ratification of the Parties' respective principals following tentative agreement on all matters. Article numbering, including any Article cross-referencing, is subject to change following agreement on all matters. The Parties reserve the right to amend or withdraw any proposal herein prior to reaching a complete tentative agreement with CUPE, or to correct an error or omission.

XX.01 Overview

- (a) It is the mutual desire of the Parties that complaints by Employees be raised as soon as the Employee becomes aware or ought to have reasonably become aware of the issue. It is understood that an Employee will normally, in good faith, first give their immediate Supervisor an opportunity to address the complaint.
- (b) It is the Employer's responsibility to maintain an environment in which Employees remain free from harassment, intimidation, and any threats, explicit or implied, which are designed or might reasonably be understood to dissuade an Employee from exercising their rights under Article XX Grievance Procedure or any other right provided for in this Collective Agreement.
- (c) The Parties recognize the importance of confidentiality and agree that all grievances will be discussed, disseminated or otherwise shared by each of them on a need-to-know basis as determined by each of them in their discretion.
- (d) All agreements reached under the Grievance Procedure between the representatives of the Parties will be final and binding upon the Parties and the Employees.

XX.02 Grievance Process

To ensure that issues are remedied as quickly as possible, the Parties agree that the procedure for submitting and dealing with grievances, which shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, shall be as follows:

XX.03 Step 1:

- (a) Within fifteen (15) Business Days of the issue giving rise to the Grievance, the Union on behalf of the Employee (the "Grievor") may submit a written grievance signed by the Grievor and their Steward or Union Representative to the Director, Housing and Conference Services and the Associate Director, Employee/Labour Relations & Dispute Resolution.

(b) The Director, Housing and Conference Services, or their Designate, may hold a meeting with Grievor(s), the Steward or Union Representative who signed the grievance, and a Human Resources Representative, and shall give their decision in writing within fifteen (15) Business Days from the date the grievance was filed.

(c) Failing resolution at this Step, the Union may refer the grievance to Step 2.

XX.04 Step 2:

(a) Within fifteen (15) Business Days following the date a decision was due under Step 1, the Union may advance the written grievance to the Vice-President, Operations and Finance and the Executive Director, Health, Safety, Well-being & Labour Relations.

(b) The Vice-President, Operations & Finance, or their Designate, shall hold a meeting with Grievor(s), the Steward or Union Representative who signed the grievance, and a Human Resources Representative, and shall give their decision in writing within fifteen (15) Business Days from the date the grievance was advanced to Step 2.

(c) Failing a satisfactory resolution at this Step, the grievance may be referred to arbitration. The referral to arbitration must be made within fifteen (15) Business Days after the date on which the Step 2 response was due.

(d) By mutual agreement following referral to Step 3 below, the parties may engage in mediation prior to arbitration.

XX.05 Step 3 – Arbitration

(a) No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. 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.

(b) If the Employer or the Union requests that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party. In the case of a referral by the Union, the referral will be sent to the Executive Director, Health, Safety, Well-being & Labour Relations. In the case of a referral by the Employer, the referral will be sent to the President of the Local.

(c) Within ten (10) calendar days after the referral is received, the Parties will attempt to agree on the selection of a sole Arbitrator. If they are unable to agree on a sole Arbitrator, the referring party may then request the Minister of Labour to appoint a sole Arbitrator. No person may be appointed as an Arbitrator who has been involved in an attempt to settle that grievance that is the subject matter of the referral, unless otherwise mutually agreed to in writing.

(d) The Arbitrator shall be governed by the following provisions:

- i. they shall hear and determine the grievance and shall issue a decision which shall be final and binding on the Parties and Employees;
- ii. they shall not have jurisdiction to amend, alter, modify or add to any provisions of this Agreement, or to issue any decision inconsistent with the terms and provisions of this Agreement, provided that this prohibition does not affect the Arbitrator's statutory authority to modify disciplinary penalties;
- iii. the Parties hereto will share equally the fees and expenses of the Arbitrator;
- iv. if they consider it necessary to do so, the Arbitrator shall have the authority to take a view of the Employer's premises insofar as they determine that such a view may be relevant to their decision; and,
- v. they shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitrable.

XX.06 Policy Grievance

- (a) A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated at Step 2 and will copy the Associate Director, Employee/Labour Relations & Dispute Resolution.
- (b) The grievance must be signed by the Executive Director, Employee Health, Safety, Well-Being and Labour Relations or the Union President respectively, or their Designates.
- (c) It is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an Employee, thereby passing Step 1.
- (d) Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within twenty (20) Business Days after the circumstances giving rise to the grievance have occurred or within twenty (20) Business Days of the time the grieving party reasonably ought to have known of the circumstances.

XX.07 Group Grievance

- (a) A grievance resulting from a complaint of several Employees, or several individual

grievances regarding the same circumstances, may be consolidated and submitted at Step 1 of the Grievance Procedure, within twenty (20) Business Days after the date on which the circumstances giving rise to the complaint(s) originated, or occurred, or ought reasonably to have been known by the grieving parties.

- (b) The Parties agree to follow the same process for a group grievance as described above in Article XX.03 (Step 1).

XX.08 General

- (a) A claim by a non-probationary Employee that they have been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance, setting out the nature of the grievance and the remedy sought is lodged at Step 2 of the Grievance Procedure within twenty (20) Business Days after the discipline or discharge takes effect.
- (b) The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written consent of both Parties to this Collective Agreement. Similarly, any step of the Grievance Procedure may be waived by written consent of the responding party.
- (c) In exceptional circumstances the Union may direct to the attention of the Executive Director, Health, Safety, Well-being & Labour Relations, or Designate, a request that a grievance that would otherwise be submitted at Step 1 be expedited.

Such a request will include the grievance and the reasons for the Union’s request that the grievance be expedited. Should the Executive Director, Health, Safety, Well-being & Labour Relations, or Designate, agree to expedite the grievance as requested they will provide the Union with the name of the Employer representative who will hear the grievance, and the timelines will be those of Step 2 of the Grievance Procedure.

If such a request is denied, the Union will be notified within five (5) Business Days, and the grievance will be heard at the appropriate Step of the formal Grievance Procedure as though it had been received on the date that the Union’s original request to expedite the matter was received.

For the Union:

Mitchell Lupa
President, CUPE Local 3906

Date

Caleb Smolenaars
Lead Steward, CUPE Local 3906

Date

For the University:

Maggie Pooran
Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations

Date

Chris Eley
Acting Director, Housing & Conference Services & Chair, University Bargaining Team

Date