

DRAFT PROPOSAL ON GRIEVANCE PROCEDURE AND ARBITRATION
FOR PRESENTATION TO A.U.C.E. LOCAL #1 MEMBERSHIP MEETING APRIL 17/74.
(presented more or less as it would appear in our first contract).

Article ____: ADJUSTMENT OF COMPLAINTS

The University shall appoint and maintain a committee to be called the Labour Committee, one member of which shall be designated as chairperson. The University shall, at all times, keep the Union informed of the individual membership of the Committee.

The Union shall maintain a Grievance Committee, comprised of members of Local #1, one member of which shall be designated as chairperson. The Union shall, at all times, keep the University informed as to the individual membership of the committee.

The Grievance Committee or its representative shall, as the occasion warrants, meet with the Labour Committee or its representative for the purpose of discussing and negotiating a settlement of any grievance arising between the University and an employee or any dispute arising between the University and the Union.

Section I GRIEVANCE PROCEDURE

A. For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the parties to this Agreement [concerning the interpretation, application, administration, operation or alleged violation of this collective Agreement] whether between the Employer and any employee bound by this Agreement or between the Employer and the Union, such question or difference shall be settled conclusively in the following manner, except that a grievance involving more than one employee in more than one department shall go directly to Step 4.

B. Step 1. An employee who has a grievance shall first go to the supervisor directly in charge of work. The employee must be accompanied or represented by her/his steward or representative of the Union. The supervisor shall be given an opportunity to answer the complaint verbally. The parties involved shall be given a maximum of three working days to solve the grievance.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee and her/his steward or union representative shall submit two(2) copies of the grievance, in writing, to the supervisor. Within the twenty-four hours (24 hours) following receipt of this grievance, the supervisor shall give one copy with his written answer to the shop steward concerned and shall deliver the second copy to the head of the department. If the head of the department is the supervisor as in Step 1, Step 3 shall be omitted and the grievance with the supervisor's written answer shall be sent to the Union Grievance Committee and the University's Labour Committee.

Step 3. Within five(5) working days following the written answer provided for above, the shop steward and division steward shall meet and discuss the grievance with the head of the department or his representative, in an effort to resolve the grievance.

Step 4. If the grievance is not resolved within five(5) working days at Step 3, it shall be referred to the Union Grievance Committee and the University's Labour Committee. These committees shall be given fourteen working days in which to resolve the grievance.

Section I GRIEVANCE PROCEDURE (continued)

- C. In the event that no settlement of the grievance is reached in Step 4, as provided above, then either party may, within five(5) days following the expiry of the fourteen days set out in Step 4 above, signify in writing to the other party of the failure to agree and notice of intention to invoke arbitration procedure as hereinafter set out in Section II (Arbitration).
- D. The time limits prescribed for the performance of any act in the Grievance Procedure may be extended by mutual consent of the parties and it is understood that all periods prescribed fall within the working week.
- E. By arrangement with her/his supervisor, an employee shall be permitted the necessary time off to attend to the adjustment of a grievance and may be present at any step in the grievance procedure if so requested by either party.

Section II ARBITRATION

- A. The Grievance Committee and the Labour Committee shall meet immediately upon the signing of this Agreement to agree upon a list of impartial arbitrators. If these two committees are unable to agree on a list within three(3) weeks of the signing of this Agreement, they shall request the Minister of Labour to supply a list. In either case, fifty per cent (50%) of those on the list shall be women and they shall serve on a rotating basis.
- B. The Arbitrator shall, within fifteen (15) working days of her/his appointment, settle the dispute, and her/his decision shall be binding on both parties.
- C. Both parties to the Arbitration shall pay for all their own expenses and one-half ($\frac{1}{2}$) of the expenses of the Arbitrator.
- D. The Arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement, [or in amendment to this agreement.]
- E. All time periods specified may, by agreement of both parties, be extended.