

ARTICLE 35 - ADJUSTMENT OF COMPLAINTS

35.01 Grievance Committee and Labour Committee

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.

35.02 Definition of Grievance

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, including any question as to whether a matter is arbitrable, whether between the University and any employee bound by this Agreement or between the University and the Union. Such question or difference shall be settled conclusively in the following manner, except that:

(a) A Grievance involving more than one employee within a department shall go directly to Step 2.

(b) A policy grievance, a grievance of discharge where salary is given in lieu of notice, a grievance involving a reclassification request, or a grievance involving more than one department shall go directly to Step 3.

35.03 Grievance Procedure

(a) Step 1 An employee who has a grievance shall first go to her/his supervisor/ or designate. The employee must be accompanied or represented by her/his steward or other Union representative. The

supervisor shall be given an opportunity to answer the complaint verbally.

Failing resolution, the grievor and her/his steward shall present the grievance to the supervisor in writing. After receipt of a written grievance the supervisor shall have three (3) working days in which to present her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the five (5) working days following either receipt of the supervisor's reply or expiry of the above time limit, whichever comes first.

If the supervisor is the department head, step 2 shall be omitted and the grievance with the supervisor's written reply shall proceed directly to Step 3.

(b) Step 2 Step 2 shall commence upon presentation of the grievance to the department head or designate. The department head shall meet with the grievor, the steward and the division steward (or other union representative) in an effort to resolve the grievance. Within five (5) working days after commencement of this step, the department head shall deliver her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the ten (10) working days following either receipt of the department head's reply or expiry of the above time limit, whichever comes first.

(c) Step 3 Step 3 shall commence upon notification to the University Labour Committee or its representative. The University Labour Committee and the Union Grievance Committee shall then have fifteen (15) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum shall be made of the agreement reached and signed by the Chairperson of each committee with a copy for each party to the agreement. If the grievance cannot be resolved, the Union shall, not later than the five (5) working days following expiration of the fifteen (15) working day time limit, signify in writing to the University its intention to invoke arbitration procedure as hereinafter set out.

(d) Absence from work

By arrangement with her/his supervisor, an employee shall be permitted the necessary time off without loss of pay and benefits 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.

35.04 Arbitration

(a) Upon the request of either party, the Grievance Committee and the Labour Committee shall meet and attempt to agree upon a list of impartial arbitrators. If the committees are unable to agree on a list, 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. The arbitrators shall serve on a rotating basis, or as otherwise determined by mutual agreement of the parties at the time the list is established.

(b) The parties shall make every effort to ensure the speedy dispatch of arbitration cases.

(c) The Arbitrator shall issue her/his award within fifteen (15) working days of the hearing.

(d) The Arbitrator shall conclusively settle the dispute, and her/his decision shall be binding on both parties.

(e) Both parties to the Arbitration shall pay for all their own expenses and one-half of the expenses of the Arbitrator.

(f) The Arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

35.05 Time Limits

The time limits prescribed for the performance of any act in this Article may be extended by mutual consent of the parties and it is understood that all periods prescribed fall within the working week.

35.06 Previous Collective Agreements

All grievances which, at the date of signing of this Collective Agreement, are in process under the Grievance Procedure set out in a previous Collective Agreement, shall continue to be processed without interruption under the terms of said Grievance Procedure, with the understanding that such grievances continue to be

grievances of alleged violations of such previous Collective Agreement.

For the University:

*R. Raut*

For the Union:

*Jean Laurent*

July 27th 1977