Employer counter proposal – All Units – Article 6

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the Parties ~~Employer~~ shall act reasonably, non-discriminatorily and in good faith.

(ii) A grievance shall be received within twenty-eight (28) calendar days after the employee(s), or in the case of a Union grievance or policy grievance ~~or Union grievance~~ as defined below, the Union or, in the case of an Employer grievance, the Employer~~,~~ became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.

(iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within seventeen (17) calendar days of the date of the Employer's response to the query, provided that the query is initiated within twenty-eight (28) calendar days after the date of the "Notice of Recommended Appointment." The Employer will respond to the query within ten calendar days of the receipt of the query.

(iv) For administrative purposes only, the Union shall ensure that a copy of every grievance filed under this Article is sent to the Office of Faculty Relations (frinfo@yorku.ca) at the time the grievance is filed.

6.02 The Employer acknowledges the rights and duties of the Union officers, staff, and stewards to assist employees in preparing and presenting a grievance.

6.03 INFORMAL RESOLUTION: If an employee believes they may have a grievance, they may first discuss the matter with their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall hold this discussion within seven (7) calendar days of the matter being raised by the employee and, following the discussion give their reply in writing within five (5) calendar days.

6.04 STEP ONE: If the matter is not resolved through informal resolution, it shall be set forth in writing as a grievance, be signed by the grievor and a Union representative and given to their Chair or equivalent within the twenty-eight (28) calendar day period stated at Article 6.01 (ii) and (iii). At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten (10) calendar days of the receipt of the grievance and shall give their reply, in writing, within ten (10) calendar days of that meeting. The written response shall contain the date of the meeting, the provision(s) and/or statute(s) that allegedly have been violated, and the Employer's reason for upholding or denying the grievance.

6.05 STEP TWO: If the grievance is not resolved at Step One the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen (17) calendar days of the date of the Step One reply. The Dean or their

designated representative shall convene a meeting to discuss the grievance within fourteen (14) calendar days of the receipt of the grievance and shall give their reply, in writing, within twenty-one (21) calendar days after that meeting. The written response shall contain the date of the meeting, the provision(s) and/or statute(s) that allegedly have been violated, and the Employer's reason for upholding or denying the grievance.

6.06 STEP THREE: If the grievance is not resolved at Step Two the grievance shall be submitted to the Assistant Vice-President, Labour Relations or designate within ten (10) calendar days of the date of the Step Two reply. The Assistant Vice-President, Labour Relations or designate shall convene a meeting to discuss the grievance within ten (10) calendar days of the receipt of the grievance and shall give their reply, in writing, within ten (10) calendar days after that meeting. The written response shall contain the date of the meeting, the provision(s) and/or statute(s) that allegedly have been violated, and the Employer's reason for upholding or denying the grievance.

The Union will convene a meeting within ten (10) calendar days of receipt of a policy grievance submitted by the Employer and shall give its reply, in writing, within ten (10) calendar days after that meeting. The written response shall contain the date of the meeting, the provision(s) and/or statute(s) that allegedly have been violated, and the Union's reason for upholding or denying the grievance.

~~6.06~~ 6.07 If the grievance is not settled at Step ~~Two~~ Three, it may be taken to Arbitration by either Party with a written notice to the other Party within twenty-eight (28) calendar days after receipt of the written reply as required in Step Three. ~~Written notice by the Union will be signed by a chief lead steward or, for the Employer, by the Assistant Vice-President Labour Relations and submitted to the Director, Faculty Relations or designate within twenty-eight calendar days after receipt of the Employer's written reply as required in Step Two~~. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator.

6.08 Prior to taking a grievance to Arbitration per Article 6.07, either Party may request the other Party in writing to refer the grievance to Mediation before an external Mediator. If the Parties agree to Mediation, the Mediator will be selected from among the ~~following~~ list set out in Article 6.10 or as agreed to by the Parties~~:~~.

~~Eli Gedalof~~
~~Lindsay Lawrence~~
~~Archana Mathew~~
~~Jasbir Parmar~~
~~Laura Trachuk~~
~~Mark Wright~~

If the ~~p~~Parties agree to ~~m~~Mediation, the twenty-eight (28) calendar day timeline set out in Article 6.07 will be held in abeyance pending the outcome of the ~~m~~Mediation.

If the parties do not agree to ~~m~~Mediation, notice to take the grievance to ~~a~~Arbitration must be given according to the twenty-eight (28) calendar day timeline in Article 6.07.

6.09 Where a grievance has been referred to Arbitration per Article 6.07, either Party may request the other Party in writing to refer the grievance to Mediation-Arbitration before an external Mediator-Arbitrator. If the Parties agree to Mediation-Arbitration, the Mediator-Arbitrator will be selected from among the list set out in Article 6:10 or as agreed to by the Parties.

6.10 Where the Parties agree in writing to refer the grievance to either Mediation or Mediation-Arbitration in accordance with Article 6.08 or Article 6.09 respectively, the Mediator or Mediator-Arbitrator shall be selected from among the following or as agreed to by the Parties:

Eli Gedalof
Lindsay Lawrence
Archana Mathew
Tom Moutsatsos
Jasbir Parmar
Laura Trachuk
Mark Wright

~~6.07~~ 6.~~09~~11 Subject to Article 6.13~~5~~7, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at any Step, the Employer's representative fails to give their written answer within the required time limit, the Union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.

~~6.08~~ 6.~~10~~12 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One if the employees are all employed within a single hiring unit, or at Step Two if employed in different hiring units, subject to the time limits set out in 6.01 above.

~~6.09~~ 6.~~11~~13 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, will be initiated by either the Union ~~at Step Two~~ or the Employer at Step Three, subject to the time limits set out in 6.01 above.

~~6.10~~ 6.~~12~~14 UNION GRIEVANCE: The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the Union, and to seek adjustment with the Employer in the manner provided for in this article. Such grievances may be initiated at Step Two, subject to the time limits set out in 6.01 above.

~~6.11~~ 6.~~13~~15 If ~~the Union~~ either ~~p~~Party notifies the ~~Employer~~ other ~~p~~Party 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. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.

~~6.12~~ 6.~~14~~16 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the ~~Employer~~ grieved ~~p~~Party receives written notification of this decision from the ~~Union~~ grieving ~~p~~Party. Settlements by the Employer of matters at the informal resolution stage or of grievances at Steps One, ~~and~~ Two, and Three shall not prejudice the position of the Employer or the Union with respect to other grievances.

~~6.13~~ 6.~~15~~17 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

~~6.14~~ 6.~~16~~18 In exceptional circumstances, the Union may apply to the ~~Director, Faculty Relations~~ Assistant Vice-President, Labour Relations for expedited processing of a grievance. The ~~Director, Faculty Relations~~ Assistant Vice-President, Labour Relations or designate shall respond to this application within seven (7) calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step ~~Two~~ Three. Time limits set out in Article 6.01 above apply after the Union has received the response from the ~~Director, Faculty Relations~~ Assistant Vice-President, Labour Relations or designate.

~~6.15~~ 6.~~17~~19 On application by the Union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.

~~6.16~~ 6.~~18~~20 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a Union newsletter shall not violate the principle of confidentiality.

~~6.17~~ 6.~~19~~21 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.

~~6.18~~ 6.~~20~~22 A grievor has the right to attend their grievance hearing at any step after Informal Resolution and not face their supervisor directly in such a hearing.

~~6.19~~ 6.~~21~~23 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty (30) days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be prorated.

~~6.20~~ 6.~~22~~24 Grievances concerning harassment, discrimination, or disability may be initiated at Step ~~Two~~ Three.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.