

#### 4. Protecting Your Rights – Grievances

APUO PROPOSAL – Presented to the employer on March 11, 2021

*PRIVATE GRIEVANCE*: a grievance which is initiated by a Member or Members is a *private grievance* prior to and throughout Mediation, and remains so thereafter unless and until assumed by the Association. A private grievance may be pursued beyond Mediation only where the subject matter involves an Employer decision with respect to tenure, promotion or discipline or workload.

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#### Section 13.2 Dispositions générales – General

**\*13.2.3** The time limits for filing of letters of disagreement under 13.3.1, for the initiation of grievances under 13.4.1 for the types listed in 13.4.6, and for holding a Step 1 meeting as per 13.4.2 are mandatory, provided that the letter from the Dean or the Employer to the Member, giving notice of the recommendation or decision in question, contains an explicit mention of the time limit for filing a letter of disagreement or grievance, as the case may be, and a reference to 13.3.1 or 13.4.1 respectively. All other time limits are directory, and moreover they may be altered or extended by agreement of the Parties to this agreement.

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**\*13.2.8** For any formal document submitted directly by Members, the Employer's Liaison Officer shall without undue delay forward to the Association's Liaison Officer, including but not limited to: a copy of any letter of disagreement, brief, notice of grievance, referral of the grievance to mediation, or notice of referral to arbitration, and notice of the time and place of any mediation or arbitration.

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**\*13.2.10** Where a grievance is filed against an Employer decision, the Employer decision shall stand and remain effective until and unless the Employer reverses its decision, or arbitration has issued an interim order with respect to the grievance, or there has been a final and binding determination by an arbitrator upholding the grievance, or there has been settlement.

**\*13.2.11** The Parties shall make every reasonable effort to resolve matters of a purely procedural nature prior to mediation or arbitration.

#### Section 13.4 Étape 1 : Présentation d'un grief – Step 1: Filing a grievance

**\*13.4.2** **Step 1 meeting** A Step 1 meeting shall take place no more than fifteen (15) working days of receipt of the written notice of grievance, or such other time as agreed to by the Liaison Officers, to be attended by the Liaison Officers or their delegates, the grievor, and the Dean, it being understood that:

(a) in the case of a grievance against a decision of the Joint Committee, Board of Governors, or Administrative Committee, the Provost and Vice-President Academic Affairs or her delegate shall replace the Dean;

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(b) in the case of a group grievance, an authorized spokesperson shall attend for the group and shall deliver to the Liaison Officers, in writing, a list of the members of the group;

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(c) in the case of a grievance initiated by the Association, the president of the Association or her delegate shall attend as the grievor.

Notwithstanding the above, in the case of a grievance against a decision of the Joint Committee to defer or refuse promotion and tenure or promotion application following a positive recommendation from the FTPC, the Parties agree to replace the Step 1 meeting with a mediation session with a mutually agreed-to mediator. The mediation session shall take place no more than

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fifteen (15) working days of receipt of the written notice of grievance. ~~If mediation is unsuccessful, the process continues directly to arbitration under 13.6.~~

It is agreed that this mediation session will be referred to as the Step 1 meeting, *mutatis mutandis*, for all deferral or denial of a promotion and tenure or promotion applications.

**\*13.4.3 Waiver of Step 1 meeting** The Parties may consent, ~~in writing,~~ to waive the Step 1 meeting requirement, in which case the time limits for any following steps shall be counted from the date of ~~the~~ agreement to waive the meeting.

**\*13.4.6** Unless otherwise agreed to by the Liaison Officers, ~~all~~ grievance ~~shall proceed to Step 2: Mediation~~

#### Section 13.5 Step 2: ~~Mediation~~

**\*13.5.1** Where a grievance is not resolved at Step 1, the grievor may submit the grievance to ~~mediation~~ by forwarding to the ~~other Party's~~ Liaison Officer a request to that effect within ~~ten (10)~~ working days of receipt of the ~~signed~~ Step 1 memorandum.

**\*13.5.2** ~~The Liaison Officer shall, within ten (10) working days following receipt of the request for Mediation under 13.5.1, advise the other Party's Liaison Officer whether or not they accept Mediation. If Mediation is refused, the grievance shall proceed to Step 3: Arbitration pursuant to 13.6.~~

**\*13.5.3** ~~A third-party external mediator shall be appointed by the parties within ten (10) working days following section 13.5.2, at which time the Parties shall also agree to the length of time required for Mediation, which can be prolonged at the request of either party. The Mediation shall be convened within a reasonable time period.~~

**\*13.5.4** ~~Within five (5) working days of the conclusion of the Mediation, the mediator shall issue a report stating whether the Parties were able to resolve the matter.~~

**\*13.5.5** ~~If the matter is not resolved at Mediation, the grievance may be referred to Step 3: Arbitration pursuant to section 13.6. If the grievor does not refer the matter to arbitration, the grievance shall be deemed withdrawn or settled pursuant to section 13.2.5.~~

**13.5.6 Costs** Each party shall share the costs of the mediator equally.

#### Section 13.6 Step 3: Arbitration

**\*13.6.1** Within fifteen (15) working days following receipt of the ~~mediator's report in Step 2: Mediation, or the receipt of the Mediation refusal,~~ either Party may refer the grievance to arbitration, by a written notice to the other Party's ~~Liaison Officer~~ stating briefly the nature of the grievance and the name of the grievor(s).

**\*13.6.2** Within fifteen (15) working days following the forwarding of the referral to arbitration, the grievor (or the Association, where the grievance has been assumed) shall forward a supplementary notice stating:

(a) the question to be submitted to arbitration;

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**Deleted:** with respect to matters related to the assignment of teaching load and other decanal decisions other than the issuance of a written reprimand or formal warning or the non-renewal of a limited-term regular appointment, shall proceed to Step 2. For the issuance of a written reprimand or formal warning, or the non-renewal of a limited-term regular appointment and in all other cases, the grievance shall bypass Step 2 and proceed directly to Step 3 as set out in section 13.6. Notwithstanding the foregoing, where a grievance that would normally proceed to Step 2 alleges a breach of the duty to accommodate under the *Ontario Human Rights Code*, it shall bypass Step 2 and proceed directly to Step 3

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**Deleted:** The Association's Liaison Officer shall, within fifteen (15) working days following the forwarding of the referral to the FGC under 13.5.1, advise the Employer's Liaison Officer whether the grievance is proceeding as an Association grievance.

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**Deleted:** Time limits for FGC hearing The FGC shall convene a hearing of the grievance within twenty (20) working days of receipt, by the Employer's Liaison Officer, of the notice from the Association under 13.5.2.¶

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(b) identification of the grievor(s) and the classification of the grievance as an Association, private, or Employer grievance and the Parties to the grievance.

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\*13.6.3 Within ten (10) working days following receipt of the supplementary notice provided for in 13.6.2, the recipient shall forward a written reply, stating any objections to the question formulated.

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\*13.6.4 Arbitrator selection Within twenty (20) working days following receipt of the supplementary notice provided for in 13.6.2, the Parties shall appoint an arbitrator.

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(a) Either Party may propose an arbitrator; and

Deleted: \*13.6.4 - Chair of board of arbitration Within fifteen (15) working days following receipt of the reply to the notice of referral to arbitration, or, where there is no such reply in cases of a one-person board of arbitration, within twenty-five (25) working days following receipt of the supplementary notice provided for in 13.6.2, the Parties shall appoint a chair of the board of arbitration. In the event that the Parties are unable to agree upon a chair within the above time limit,

(b) An arbitrator will only be appointed upon the consent of both Parties.

\*13.6.5 Arbitrator exclusions The arbitrator shall not be an employee of the University of Ottawa or a member of the Board of Governors or Senate of the University of Ottawa, or who has been involved with or has attempted to negotiate or settle the matter being placed before arbitration.

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13.6.6 Duties and powers of an arbitration

\*13.6.6.1 An arbitrator shall have the duty and power to adjudicate all differences between the Parties. An arbitrator shall have all the powers of an arbitrator or board of arbitration provided for in the Ontario Labour Relations Act, as amended from time to time.

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\*13.6.6.2 Subject to the provisions of the Ontario Labour Relations Act, an arbitration shall not have jurisdiction to amend, modify, or act inconsistently with this collective agreement, it being understood that the arbitrator will not be barred on the basis of a minor procedural or technical irregularity from hearing a grievance and rendering an award.

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\*13.6.6.3 Notwithstanding 12.4.1 and 12.5, the identity of a confidential document's author may be revealed to the arbitrator or to the Parties to the grievance when the arbitrator the board decides that the identity of the author of such a document is relevant to the determination of a grievance. In such a case, the arbitration may use this information for its decision but must preserve its confidentiality in its award.

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\*13.6.7 Costs Each Party shall share the costs of the arbitrator equally except in those cases set out in 13.7.1 below, it being understood that the arbitrator may, due to exceptional circumstances, make a different determination.

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Section 13.7 Grievs privés – Private grievances

\*13.7.1 In the event that a Member pursues a private grievance to arbitration, the costs of the arbitrator shall be shared equally between the Member and the Employer where the grievance is won by the Member. In the event that the grievance is lost by the Member, all costs of the arbitrator shall be completely assumed by the Member, it being understood that the arbitrator may make a different determination.

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\*13.7.2 A Member who pursues a private grievance to arbitration shall be required to obtain and deliver to the arbitrator a performance bond in an amount of five thousand dollars (\$5,000) to guarantee the arbitrators' fees.

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**ANNEXE E** – This page left blank intentionally

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