

SECTION 48

GRIEVANCE PROCEDURE

The parties agree that the emphasis in this Section should be placed on resolving complaints at the lowest possible step with a positive solution and in an expedited manner.

48.01 In this Section:

- (a) a grievance shall be defined as any difference between the parties to or the persons bound by this Collective Agreement as to the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether the dispute is arbitrable or where any difference arises from the discipline or dismissal of any staff member. Such disputes may be the subject of a grievance and be resolved by the procedures contained herein;
- (b) "days", in Section 48.03 Step 1 means calendar days, but excludes Saturdays, Sundays, and Paid Holidays;
- (c) "days", in all other Sections, means calendar days, but excludes Saturdays, Sundays, and Paid Holidays and days of vacation leave approved pursuant to 18.01;
- (d) notwithstanding 48.01 (a), a grievance regarding the dismissal of a probationary staff member or a performance evaluation shall be settled at Step 3 of this procedure, and is not arbitrable.

48.02 When a grievance arises it shall be dealt with in the manner outlined in the following Sections, except that a grievance may not be presented on a matter where an alternate appeal procedure exists.

48.03 Time Limits and Procedures

Step 1: The staff member must raise the complaint with the Work Unit Leader within ten (10) days of the situation or awareness of the situation causing the complaint. The complaint of a staff member will be addressed within five (5) days of the complaint being raised.

Step 2: If the complaint is not resolved through the discussion, the grievance must be reduced to writing, on a form supplied by the Association, stating the facts of the complaint, the Sections of the Agreement involved and the remedy requested, and be dated and signed by the staff member and the Association. The written grievance will be submitted by the Association to the Dean or Director of the Program affected within ten (10) days of the date of the discussion with the work unit leader.

The Dean, Director, or designate will arrange for a meeting within ten (10) days of receipt of the written grievance with the grievor and the Association's Labour Relations Officer or designate in an attempt to resolve the grievance. The parties may request that other staff members attend if necessary. A decision, with rationale, from the Dean, Director, or designate shall be provided within five (5) days of the hearing. If the decision does not resolve the grievance, the Association shall submit the grievance along with a written summary of positions and relevant documents to the Institute President and Association President within ten (10) days of receipt of the decision.

Step 3: The Institute President and Association President or designates will meet within ten (10) days of receipt of the written grievance and supporting documentation in an attempt to resolve the grievance. The parties may request that other staff members attend if necessary. The Institute President or designate will provide a written decision to the Association within five (5) days of the meeting.

Step 4: If the decision of the Institute President or designate is unsatisfactory to the Association, the Association shall then submit the grievance to arbitration within ten (10) days of the receipt of the decision. The notice of submission to arbitration must be in writing.

- (a) A grievance involving discipline must be filed directly at Step 3 within ten (10) working days of the disciplinary action.
- (b) Either the Institute or Association may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Institute and the Association. A policy grievance commences at Step 3 of the grievance procedure. The grievance must be filed within ten (10) days of the incident coming to the attention of the grieving party.

- (c) When two or more staff members have a complaint arising from the same incident, the grievance may be handled as a group grievance.
- (d) The policy grievance procedure must not be used for processing individual grievances.
- (e) The parties may mutually agree in writing to extend any time limit. A request for extension of time limits will not be unreasonably denied.
- (f) Any grievance not submitted in conformity with the time limits prescribed in this Section or the agreed to time limit extension, is deemed to have been abandoned and must not be continued or reopened.
- (g) When the party receiving a grievance fails to process the grievance within the time limits specified in this Section, the aggrieved shall automatically be eligible to advance the grievance to the next higher level, except that to advance to Arbitration, a grievance must be a grievance as defined pursuant to 48.01.
- (h) The parties agree that any dispute or grievance concerning the alleged violation of this Agreement, which has not been settled, shall be referred to an Arbitration Board at the written request of either party.
- (i) The decision of the Arbitration Board is final and binding on the parties. The parties will share equally the cost of the arbitration.

48.04 Arbitration Board Structure

- (a) The notice to refer the matter to an Arbitration Board shall contain the grievance in the form set forth in Section 48.03 along with the name of the aggrieved's nominee to the Board of Arbitration.
- (b) Within ten (10) days, the recipient shall inform the other party of its nominee to the Arbitration Board. The two nominees so selected shall, within ten (10) days of the naming of the second of them, choose a third member who shall be Chair of the Arbitration Board.
- (c) If either party fails to name their nominee within the period specified, the Chair of the Labour Relations Board of Alberta shall be requested by the other party to choose their nominee. If the two nominees fail to choose a third member within the period specified, the Chair of the Labour Relations Board of Alberta shall be requested to choose a third member who shall be the Chair of the Arbitration Board.
- (d) The parties may mutually agree in writing to extend any time limit. A request for extension of time limits will not be unreasonably denied.
- (e) The Employer and the Association shall have the option of mutually referring a grievance eligible for consideration by an Arbitration Board to a single arbitrator who shall be the Arbitration Board.
- (f) The nominees of the Employer and the Association to the Arbitration Board shall not be an academic staff member in the Department involved in the grievance nor an employee of the Human Resources Department of the Employer.
- (g) The Employer and the Association shall each bear the total costs of its nominee to the Arbitration Board and shall share equally the total costs of the Chair of the Arbitration Board.
- (h) The Employer shall grant the grievor leave of absence with pay for the purpose of attending the Board hearing of the grievance provided that the leave of absence shall only be for the purpose of attending the hearing. Should the grievance deal with dismissal of a staff member and the dismissal be upheld by the Arbitration Board, no reimbursement for pay shall be allowed.
- (i) The Employer shall grant leave of absence to attend the Arbitration Board hearing:
 - (i) with pay for witnesses who are academic staff members of the Employer who are called by the grievor; and
 - (ii) without pay for the Association's nominee of the Arbitration Board, if employed by the Employer.
- (j) To facilitate the administration of Section 48.04(h)(ii), of this Section, the Employer will grant the leave of absence with pay and invoice the Association for the total costs incurred.
- (k) The Employer and the Association shall share the expenses of necessary witnesses called by the Chair of the Arbitration Board on an equal basis, if the necessary witnesses are not employed by

the Institute or the Association. The expenses of witnesses called by the Arbitrator at the request of one of the parties shall be borne by that party.

48.05 Powers of the Arbitration Board

- (a) The Arbitration Board shall neither add to, detract from, nor modify the language of any Section of the Collective Agreement.
- (b) The Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.
- (c) Where disciplinary action against an academic staff member is involved, the Arbitration Board may vary the penalty, as the Board considers fair and reasonable.
- (d) The Arbitration Board:
 - (i) may accept any oral or written evidence that it, in its discretion, considers proper whether admissible in a court of law or not;
 - (ii) is not bound by the law of evidence applicable to judicial proceedings; and
 - (iii) may summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce the documents and things that the Arbitration Board considers requisite to the full investigation and consideration of matters within its jurisdiction in the same manner as a court of record in civil cases.
- (e) If any persons fail to comply with an order of an Arbitration Board under Section 48.05(d)(iii), or conduct themselves in a manner that may be in contempt of the Arbitration Board or its proceedings, the Arbitration Board may apply to the court for an order directing compliance with the order of the Arbitration Board or restraining any conduct found by the court to be in contempt of the Arbitration Board or its proceedings.
- (f) The Arbitration Board may correct in any award any clerical mistake, error or omission.

48.06 Arbitration Board Procedures

- (a) Within thirty (30) days or as soon as reasonably possible upon receipt of a grievance, the Chair shall convene a Board of Arbitration and advise the Employer and the Association of the hearing date.
- (b) At the Board hearing, the Employer and the Association may be represented by any person(s) they so delegate.
- (c) Where a three (3) member Board hears a grievance, the decision of the majority of the members is the award of the Board, but if there is no majority, a decision of the Chair governs and this decision is the award of the Board.
- (d) The Chair shall submit a report on the findings and the decision of the Board, within thirty (30) days or as soon as reasonably possible following the completion of the hearing to:
 - (i) the President of the Institute,
 - (ii) the President of the Association.

48.07 Decision of the Board

The decision of the Arbitration Board shall be final and binding on the Employer, the Association and all academic staff members affected by the Collective Agreement.

48.08 Meetings During Grievance Procedure

A grievor who wishes to discuss the grievance with representatives of the Institute or Association at any level of the grievance procedure shall obtain the permission of the work unit leader before leaving the place of work for this purpose and shall report back to the work unit leader before resuming normal duties.

48.09 Group Grievances

A group grievance may be initiated by more than one staff member provided that all are grieving the identical issue and all who are grieving have signed the initial grievance document. Grievances initiated by more than one staff member and meeting the above criteria shall be dealt with in accordance with Sections 48.01 - 48.09 inclusive. The decision of an individual to abandon a group grievance shall not prejudice the rights of the remaining members of the group to advance their grievance.