2024-03-24 CUPE Proposals on Article 6 Grievances

**March 24, 2024 (4:45 p.m.)**

*CUPE 3903 proposals are tabled without prejudice to the Union’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union’s interpretation of collective agreement language in any current or future grievance. Unless otherwise agreed any article or provision expiring during the life of the 2020–2023 Collective Agreement is hereby renewed.*

Agreed-to Language

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**[Units 1 & 2]**

**ARTICLE 6 – GRIEVANCE PROCEDURE – New Employer Counter Proposal – March 24, 2024 (Employer proposals withdrawn at 6.01) \*\*Agreed to by CUPE March 24, as indicated below\*\***

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 employer ~~parties~~ shall act reasonably, non-discriminatorily and in good faith.

1. A grievance shall be received within twenty-eight ~~fourteen~~ calendar days after the ~~grieving party(ies)~~ employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
2. 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 ~~fourteen~~ calendar days of the date of the employer’s response to the query, provided that the query is initiated within twenty-eight ~~fourteen~~ 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.
	1. The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. ~~The union may form a Grievance Committee for this purpose.~~

6.03 INFORMAL RESOLUTION ~~STEP ONE~~: If an employee believes they may have a grievance, they may first ~~submit a grievance to and~~ discuss the matter with ~~their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance.~~ their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply in writing within five calendar days.

6.04 STEP ONE~~TWO~~: If the ~~grievance~~ matter is not resolved through informal resolution ~~at Step One, or where Step One is not exercised~~, 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 ~~fourteen~~ calendar days. 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 calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

* 1. STEP TWO ~~THREE~~: If the grievance is not resolved at Step One ~~Two~~, ~~the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply.~~ the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen 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 calendar days of the receipt of the grievance and shall give their reply, in writing, within ~~ten~~ twenty-one calendar days after that meeting.
	2. ~~STEP FOUR: If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.~~
	3. If the grievance is not settled at ~~Step Four~~ Step Two, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive~~ Director, Faculty Relations or designate within twenty-eight calendar days after receipt of the employer’s written reply as required in Step Two ~~Four~~. 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 ~~or Arbitration Board~~.
	4. Subject to Article ~~6.14~~6.13, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at any Step ~~Steps Two and Three~~, 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.
	5. GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two~~ One if the employees are all employed within a single hiring unit, or at Step ~~Three~~ Two if employed in different hiring units, subject to the time limits set out in 6.01 above. ~~or at Step Four if employed in different faculties~~.
	6. POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may~~ will be initiated by the union at Step ~~Three or Step Four, as appropriate~~ Two, subject to the time limits set out in 6.01 above.
	7. UNION~~-INITIATED~~ 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 ~~Three~~ Two, subject to the time limits set out in 6.01 above.
	8. If ~~one party~~ the union notifies the ~~other~~ employer 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.
	9. The withdrawal of a grievance ~~by either party or~~ at ~~either~~ any Step shall be without prejudice to grievances on similar matters if the ~~party being grieved~~ employer receives written notification of this decision from the ~~grieving party~~ union. Settlements by the ~~parties~~ Employer of matters at the informal resolution stage or of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
	10. 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.
	11. In exceptional circumstances, the union may apply to the ~~Office of the Executive~~ Director, Faculty Relations for expedited processing of a grievance. ~~The Office of the Executive~~ Director, Faculty Relations or designate shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step Two ~~Four~~. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive~~ Director, Faculty Relations.
	12. 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.
	13. 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.
	14. 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.
	15. A grievor has the right to attend their grievance hearing at any step after Informal Resolution ~~Step One~~ and not face their supervisor directly in such a hearing.
	16. 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 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 pro-rated.
	17. Grievances concerning harassment, discrimination, or disability may be initiated at Step Two ~~Four~~.

**[Unit 3]**

**ARTICLE 6 – GRIEVANCE PROCEDURE – New Employer Counter Proposal – March 24, 2024 (Employer proposals withdrawn at 6.01) \*\*Agreed to by CUPE March 24, as indicated below\*\***

* 1. (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 employer ~~parties~~ shall act reasonably, non-discriminatorily and in good faith.

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

* 1. The Employer acknowledges the rights and duties of the Union officers and stewards to assist employees in preparing and presenting a grievance. ~~The Union may form a grievance committee for this purpose.~~
	2. INFORMAL RESOLUTION ~~STEP ONE~~: If an employee believes they may have a grievance, they may first ~~submit a grievance to~~ and discuss the matter with their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply in writing within five ~~ten~~ calendar days.

6.04 STEP ONE ~~TWO~~: ~~The~~ If the matter is not resolved through informal resolution, ~~grievance~~ it shall be set forth in writing as a grievance, be signed by the grievor and a Union representative and given to the Dean of FGS or designate within twenty-eight ~~fourteen~~ calendar days. 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 Dean of FGS or designate shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

* 1. STEP TWO ~~THREE~~: If the grievance is not resolved at Step One ~~Two~~, ~~the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply.~~ the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply. ~~The Department of Faculty Relations or its designated representative~~ The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.
	2. If the grievance is not settled at Step ~~Three~~ Two it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Executive~~ Director, ~~Department of~~ Faculty Relations 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 ~~or Arbitration Board~~.
	3. Subject to Article 6.13, 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.
	4. GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One.
	5. POLICY GRIEVANCE: A policy grievance, defined as involving a question of general application or interpretation of this agreement, ~~may~~ will be initiated by the union at Step ~~One~~ Two, subject to the time limits set out in 6.01 above.
	6. UNION~~-INITIATED~~ 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 ~~One~~ Two, subject to the time limits set out in 6.01 above.
	7. If the Union ~~one party~~ notifies the ~~other~~ Employer 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.
	8. The withdrawal of a grievance ~~by either party~~ at any ~~either~~ Step shall be without prejudice to grievances on similar matters if the ~~party being grieved~~ Employer receives written notification of this decision from the ~~grieving party~~ union. Settlements by the ~~parties~~ Employer of matters at the informal resolution stage or of grievances at ~~Step One~~ Steps One and Two shall not prejudice the position of the Employer or the Union with respect to other grievances.
	9. 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.
	10. 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.
	11. A grievor has the right to attend their grievance hearing at any step after Informal Resolution ~~Step One~~ and not face their supervisor directly in such a hearing.
	12. 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 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 pro-rated.
	13. Grievances concerning harassment, discrimination, or disability may be initiated at Step Two ~~Three~~.
		1. In exceptional circumstances, the Union may apply to the ~~Office of the Executive~~ Director, Faculty Relations ~~(FR)~~ for expedited processing of a grievance. The ~~Office of the Executive~~ Director, Faculty Relations ~~FR~~ shall respond to this application within seven 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 ~~Office of the Executive~~ Director, Faculty Relations ~~FR~~.
		2. On application by the Union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, and grievances submitted pursuant to Article 10.01 and 10.02, shall be processed according to the expedited grievance procedure specified in this Article.
	14. No bargaining unit member will be required to hear or attend the grievance hearings of another employee. The member 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 duties and responsibilities.
	15. Grievances concerning harassment, discrimination, or disability may be initiated at Step Two.