

Article 1.7 GRIEVANCE AND ARBITRATION

1.0 The Parties agree to attempt to resolve disputes arising from this Agreement informally, amicably and promptly.

a) Any time limits in this Article may be extended by mutual agreement between the Parties.

2.0 All offers of settlement shall be kept confidential and are without prejudice.

3.0 There shall be no reprisals of any kind taken against any Member because of the Member's participation in the Grievance and Arbitration procedure under this Agreement.

4.0 There is no Grievance unless it has been assumed by the Association.

5.0 All written communications pursuant to this Article shall be by registered mail or receipted hand delivery and receipt of notification shall be deemed to be the date of delivery of such communications.

Definitions

6.0 a) A complaint is a dispute that may be resolved without reference to the grievance procedure.

b) The Parties will use every effort to encourage informal settlement of complaints.

7.0 A Grievance is any dispute or difference between the Parties arising from the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

8.0 For the purposes of interpretation of this Article, the meaning of 'event' shall include the event, identification of a pattern of events, decision or other determination which is the subject of a Grievance.

9.0 For the purposes of this article in the case of Faculty members, Lab Instructors, and Clinical Associates, the appropriate administrative officer is the Dean of the Faculty in which that Member is employed. In the case of Librarians, the appropriate administrative officer is the University Librarian. In the case of Extension Program Staff, the appropriate administrative officer is the Director of the Extension Department. In the case of Coady Program Teaching Staff, the appropriate administrative officer is the Director of the Coady Institute.

Types of Grievance

10.0 An Individual Grievance is a Grievance initiated by the Association on behalf of a single Member against the University. Only one Grievance concerning the same facts, incidents and alleged violation of this Agreement will be recognized. Where Grievances are similar, the Parties agree to make the necessary arrangements to hear the Grievances as a Group Grievance.

11.0 A Group Grievance is a Grievance involving the same issue in dispute initiated by the Association on behalf of two or more Members against the University. The Grievance shall name only the Members who have given written

consent to be named therein. The withdrawal of any Members from a Group Grievance does not thereby terminate the Grievance.

12.0 A Policy Grievance is a Grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Association against the University or by the University against the Association.

Application

13.0 The following Grievances shall be filed at Step 2 of this Article: a) Policy Grievances;

b) Any Grievances for which a provision of this Agreement specifies that such Grievances shall be initiated at Step 2.

Time Limits

14.0 If the grievor or the Association fails to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure and has not within that period requested and been granted an extension of time from the University, the Grievance will be considered abandoned. If the University or its representative(s) fail(s) to reply to a Grievance within the time limits set out at any of the stages or steps of the Grievance or Arbitration procedure, and has not within that period requested and been granted an extension of time from the Association, the grievor and the Association may submit the Grievance to the next step of the procedure.

a) One or more steps in the Grievance procedure may be omitted upon the written agreement of both Parties.

Informal Resolution of a Complaint

15.0 Except as otherwise specified in Clause 11.0 above, a Member or Group of Members are strongly encouraged to resolve a complaint by informal discussion with the appropriate administrative officer before the initiation of a formal Grievance. A meeting shall be convened by the appropriate administrative officer in order to deal with the matter. Normally this meeting will involve the appropriate administrative officer and the Member only.

15.1 In the event the appropriate administrative officer declares a conflict of interest, that officer shall withdraw from the proceedings. The Academic Vice-President & Provost shall appoint another administrative officer, or designate another University representative, as a substitute.

Formal Grievance Process

Step 1

16.0 Where there is no informal resolution to a complaint the Association may decide to proceed with a formal Grievance. The Grievance must be filed with the appropriate administrative officer in writing within thirty days of the Member(s) knowing of, or of when the Member(s) ought reasonably to have known of, the event which is the subject of the Grievance, whichever is later. The Grievance should set out the event which is the subject matter of the Grievance, specify the Article or Articles or right which has or have been allegedly breached, and identify the remedy sought.

16.1 The appropriate administrative officer or designate, who may be accompanied by another representative of the University, shall meet with the member(s) and the Association representative within ten days from the receipt of the Grievance. The appropriate administrative officer or designate shall send

his/her written decision to the Association within five days of such meeting. A decision to deny the Grievance shall specify reasons for denying the Grievance.

16.2 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the Association representative and the appropriate administrative officer or designate within five days after the Step 1 meeting. Any such settlement shall not set a precedent with respect to any other matter or circumstances unless the Parties to the Collective Agreement agree in writing to be bound in the future by such a settlement. The settlement of a grievance at this stage results in the withdrawal of the grievance and binds the parties with respect to the terms of settlement.

16.3 In the event that the grievance is initiated by the Employer, the grievance must be filed with the President of the Association and follow the same process as outlined in clauses 16.0 ,Äì 16.2 above.

Step 2

17.0 Failing a resolution at Step 1, the Grievance may proceed to Step 2 within five working days of receipt of the decision at Step 1. A Grievance filed at Step 2 shall be submitted in writing to the Academic Vice-President & Provost. The submission shall contain, in addition to the information provided in Step 1 (if there was such a Step), any correspondence or other documents presented at Step 1 and the written disposition thereof.

17.1 Grievances initiated at Step 2 under Clause 13.0 above must be filed within thirty days of the event giving rise to the Grievance, or within fifteen working days of the date upon which the grievor knew or ought reasonably to have known of the event, whichever is later.

17.2 The Academic Vice-President & Provost or designate, who may be accompanied by another representative of the University, shall meet with the grievor(s) and up to two Association representatives within ten days from the receipt of the Grievance.

a) The same decision-maker shall not hear both Step 1 and Step 2 of the same Grievance.

17.3 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at least two days prior to the Step 2 meeting.

17.4 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the grievor, the Association representative and the Academic Vice- President & Provost within ten working days after the date of the Step 2 meeting.

17.5 If no settlement is reached at Step 2, the Academic Vice-President & Provost or designate shall within five days after the date of the last meeting under Clause 17.2 forward his/her written decision, with reasons, to the Association.

17.6 In the event that the grievance is initiated by the Employer, the grievance must be filed with the President of the Association and follow the same process as outlined in clauses 17.0 ,Äì 17.5 above.

Step 3: Arbitration

18.0 If either the University or the Association wishes to refer a matter to arbitration, the Parties shall, within ten (10) days of the date on which the grievor received or should have received the disposition to the grievance, give to the other party written notice of its intention to submit the matter to arbitration. No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as set out above.

18.1 Appointment of the Arbitrator: Except in cases involving the termination of employment for cause, or the denial of Tenure, or where the Parties agree to the selection of an Arbitration Board, within twenty (20) days of receipt of a notice of intention to proceed to Arbitration, the University and the Association shall select an Arbitrator. The appointment of the Arbitrator shall be conditional upon the Arbitrator,Äs agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the final award has been rendered. If the University and the Association fail to agree on the choice of an Arbitrator within the time limit indicated above, the Minister of Labour of the Province of Nova Scotia shall be requested to appoint an Arbitrator.

18.2 Arbitration Board: Where the Parties agree or if the case to be arbitrated concerns the termination of a Member,Äs employment for cause or the denial of Tenure, a Grievance may be submitted to an Arbitration Board. Notification shall be provided in writing to the other Party, within twenty-one days of the decision to proceed to Arbitration, indicating the name of an appointee to an Arbitration Board. The third member of the Arbitration Board, who shall be the Chair of the Board, shall be selected by the Parties. If the Parties fail to agree on the choice of a Chair of the Arbitration Board within the time limit indicated above, the Minister of Labour of the Province of Nova Scotia shall be requested to appoint the Chair. The Appointment of the Chair shall be conditional upon the Chair,Äs agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the final award has been rendered. The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs. Appointments from within the University community to the Arbitration Board shall be unpaid and shall be deemed equivalent to Service on other University committees.

18.3 Duties and Powers of the Arbitrator or Arbitration Board: An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or an Arbitration Board under the Nova Scotia Labour Relations Act, but has no jurisdiction to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.

18.4 Costs of Arbitration: Both Parties agree to pay 50% of the fees and expenses of the single Arbitrator. In the case of an Arbitration Board, the Parties agree to pay the fees and expenses of their respective appointees and 50% of the fees and expenses of the Chair of the Arbitration Board.
Other

19.0 No minor technical irregularity or error shall prevent the substance of a Grievance being heard and determined on its merits, nor shall it affect the jurisdiction of the Arbitrator.

20.0 Any Grievance initiated or in process between the expiry date of this Agreement and the ratification of a new Agreement between the Parties may proceed to Arbitration in accord with the terms of this Agreement.

21.0 In this Article, „Äüdays,Äü means „Äüworking days,Äü.