Dispute Resolution

Article 21: Dispute Resolution

Informal Resolution of Disagreements
21.1 The University and the Association are committed to resolving differences informally, in a fair and timely manner, whenever possible.
21.2 If a Member of the bargaining unit (or a group of Members) has a complaint or concern, the Member(s) should make every reasonable effort to discuss this matter with the appropriate administrator within 20 working days of the date the complainant(s) became aware of or ought reasonably to have become aware of the incident giving rise to the grievance.
21.3 The Member will have the right to have an Association representative present in such a discussion. The administrator will have the right to have a representative from Faculty Relations present for such a discussion.
21.4 If the informal meeting leads to a resolution of the dispute, the resolution must be recorded in a manner agreed to by the parties.
21.5 A resolution achieved at an informal meeting will be without prejudice or precedent and will have no effect other than to resolve the dispute that was discussed at the informal meeting.

Grievance
21.6 A Grievance is a dispute between the parties over the interpretation, application, operation or alleged violation of the Collective Agreement that has been filed according to the grievance procedure described below.
21.7 Both the University and the Association have the authority to file a Grievance.
21.8 The University and the Association undertake to process Grievances expeditiously.
21.9 The party that has filed a Grievance will have the sole carriage of it.
21.10 The designated representative(s) of one party must deal directly and exclusively with the designated representative(s) of the other party in connection with the processing of a Grievance.
21.11 The time limits specified in this Article may be extended by the mutual agreement of the parties. Where this occurs, the amended time limits must be specified in writing.

Grievance Procedure
21.12 A Grievance must be in writing and must specify:
21.12.1 the events which have given rise to the Grievance or the matter(s) in dispute or both;
21.12.2 the article(s) of this Collective Agreement which are in issue including those which the party filing the Grievance alleges the other party has violated;
21.12.3 the remedy sought.
21.13 A Grievance brought by the Association must be submitted to the Executive Director of Faculty Relations with a copy to the Dean of the faculty under whose authority the act or omission occurred which forms the basis of the Grievance.
21.14 A Grievance brought by the University must be submitted to the President of the Association.
21.15 In all cases, a grievance brought by either party must be submitted to the other party within 30 working days of the date on which:
21.15.1 the matter giving rise to the Grievance occurred;
21.15.2 the grievor knew, or should reasonably have known of the incident giving rise to the Grievance;
21.15.3 an attempted informal resolution of the dispute has failed or either party has given notice that they wish to end the Informal Resolution process; whichever is later.

21.16 The parties will meet within 10 working days of receipt of the Grievance, and will make every reasonable effort to resolve the Grievance. Each party will determine their appropriate attendees for this meeting.

21.17 If a Grievance is resolved at this meeting, the settlement must be committed to writing and signed by the representatives of the University and the Association who attended the meeting within five working days of the date on which the resolution was reached.

21.18 If the Grievance is not resolved at this meeting, the representative of the party that received the Grievance must provide the other party with written reasons for denying the Grievance within five working days of the last meeting.

21.19 Meetings held between the parties in an effort to resolve the Grievance will take place on a without prejudice basis.

21.20 The parties may agree to hold more than one meeting for the purpose of resolving the Grievance. Where more than one meeting occurs, the time for delivering a party’s reasons for denying the Grievance will be calculated from the date of the final such meeting or correspondence between the parties related to the Grievance.

21.21 In the case of grievance of suspension or dismissal, the matter may proceed directly to arbitration.

Arbitration
21.22 If efforts of the parties to resolve the Grievance are unsuccessful, the grieving party may, within 15 working days after receiving the other party’s written denial of the Grievance, submit written notification of intent to submit the matter to arbitration.

21.23 All arbitration will be by a single arbitrator agreed to by the parties or, failing such agreement within 10 working days, appointed pursuant to the Labour Relations Code.

21.24 The University and the Association will share equally the fees and expenses of the arbitrator.

Power of the Arbitrator
21.25 Arbitrators will have the powers of an arbitration board as provided in the Labour Relations Code subject to any restrictions imposed under any other statute.

Extension of Appointment Pending Arbitral Decision
21.26 Where a Grievance Arbitration involves renewal of contract or tenure, the contract of the Member will be extended for one year from its expiry date.

This article is agreed to by the parties on this 6th day of June, 2019.

John O’Neill, for SFU

David Broun, for SFUFA