

## Grievance Policy

### Grievance and Member Services Policy

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Policy Approver	Policy Owner	Policy Contact
Board of Directors	Policy & Governance Committee	UWOFA Vice-President
Last Reviewed	Next Review Date	Required Reviewers
April 2024	April 2026	Policy & Governance Committee Grievance Officer Associate Grievance Officer Member Services Officers

#### I. PURPOSE

UWOFA is committed to ensuring fair treatment for its Members, advocating for the rights of its Members, and resolving Member disputes with the Employer effectively and efficiently. The purpose of this Policy is to outline the procedures and principles by which UWOFA will support its Members in addressing grievances under the Collective Agreement and/or potential disputes with the Employer. The Policy establishes guidelines, process, and requirements for: (i) Members, when raising any potential Grievances, disputes, or issues in relation to the Employer's conduct; and (ii) UWOFA, when considering, filing, or progressing potential or existing Grievances and/or other disputes with the Employer.

#### II. DEFINITIONS

The following definitions shall apply to this policy:

**“Collective Agreement”** shall mean the relevant collective agreements negotiated by the University of Western Ontario Faculty Association and the University of Western Ontario.

**“UWOFA”** shall mean the University of Western Ontario Faculty Association.

**“Agent”** shall mean any employee, director, officer, committee member or other person performing services for or on behalf of UWOFA.

**“Member”** shall mean any member of the bargaining unit(s) represented by UWOFA.

**“Employer”** shall mean the University of Western Ontario acting through the Board of Governors and through any other person not in the bargaining unit(s) represented by UWOFA.

**“Grievance”** shall mean any dispute or difference between UWOFA and the Employer that has not been resolved informally in accordance with the Collective Agreement, arising from the application, interpretation, administration, or alleged violation of the Collective Agreement, including any question as to whether the matter is arbitrable. The Definition of Grievance encompasses an Individual Grievance, a Group Grievance, and a Policy Grievance.

**“Individual Grievance”** is a Grievance initiated by UWOFA against the Employer on behalf of a single Member, who is solely affected.

**“Group Grievance”** is a Grievance involving the same issue in dispute initiated by UWOFA against the Employer on behalf of two or more Members, who alone are affected.

**“Policy Grievance”** is a Grievance involving the interpretation, application or alleged violation of the

## **Grievance Policy**

Collective Agreement that has implications generally for Members, initiated by UWOFA against the Employer, or a Grievance involving the interpretation, application or alleged violation of the Collective Agreement, initiated by the Employer against UWOFA.

### **III. APPLICATION**

This Policy applies to all Members, as well as all Agents of UWOFA responsible for managing grievances or disputes involving Members, including but not limited to, the Grievance Committee.

This Policy is intended to supplement but not replace any requirements contained in the *Grievance and Arbitration* Article of the Collective Agreement.

### **IV. ROLES AND RESPONSIBILITIES**

UWOFA has carriage and ownership of all Grievances. This means that UWOFA has the sole authority to determine whether a Grievance shall be filed or progressed. UWOFA shall exercise this authority in accordance with the terms contained in the within Policy, the Collective Agreement, and applicable laws.

UWOFA shall assume all costs associated with any filed Grievance, including all legal and administrative costs. As per the *Grievance and Arbitration* article in the Collective Agreements, costs related to Arbitration are shared with the Employer.

#### **Constitution of the Grievance Committee**

1. The Grievance Committee is a standing committee established to uphold the rights of the UWOFA and its Members. The Grievance Committee is responsible to assist Members who allege violations of the Collective Agreement, and it may pursue a Grievance on behalf of Members and UWOFA.
2. The Grievance Committee shall consist of a Grievance Officer, Associate Grievance Officer, Case Officers, and Non-Voting Members.
3. A Grievance Officer and an Associate Grievance Officer shall be appointed to the Grievance Committee by UWOFA's Board of Directors in accordance with By-law No. 3.
4. Case Officers shall be appointed to the Grievance Committee by UWOFA's Board of Directors in accordance with By-Law No. 3. The Board of Directors shall ensure that a sufficient number of Case Officers are appointed to execute the mandate of the Grievance Committee in accordance with By-law No. 3. Case Officers shall be broadly representative of the membership of UWOFA's Bargaining Units. Case Officers shall not be members of UWOFA's Board of Directors.

#### *Non-Voting Members*

5. Member Service Officers shall be non-voting members of the Committee.
6. UWOFA's President, Vice-President, and Past President shall be non-voting members of the Grievance Committee. The Co-Chair of the Joint Committee may attend meetings of the Grievance Committee at their request or at the request of the Grievance Officer or President of UWOFA.
7. Non-voting members shall not be Case Officers.

#### **Responsibilities of the Grievance Committee**

## **Grievance Policy**

8. The Grievance Committee shall, at all times, act in accordance with UWOFAs's statutory duties and obligations, including the duty of fair representation toward all Members.
9. The Grievance Committee shall be responsible for upholding the negotiated rights of UWOFAs and its Members.
10. All members of the Grievance Committee shall sign the prescribed Confidentiality Agreement prior to receiving any confidential information. All members shall, at all times, abide and be bound by the terms of the Confidentiality Agreement and UWOFAs's Confidentiality Policy. Unless specifically authorized to do so by the Grievance Officer, members of the Grievance Committee shall not disclose any information about potential or existing Grievances to anyone outside of the Grievance Committee. Members of the Grievance Committee shall exercise discretion and circumspection when communicating about Grievance-related matters with other members of the Grievance Committee.
11. All members of the Grievance Committee shall read and sign the prescribed Conflict of Interest Agreement prior to participating in any matter related to the Grievance Committee. All members shall, at all times, abide and be bound by the terms of the Conflict of Interest Agreement and UWOFAs's Conflict of Interest Policy. In accordance with the Conflict of Interest Policy, a conflict of interest arises when a Committee member's direct or indirect professional, financial or other personal interests conflict or appear to conflict with the Committee member's obligations to UWOFAs, as defined in UWOFAs's policies and by-laws. A conflict of interest may be actual or apparent. All conflicts of interests shall be declared and resolved in accordance with the Conflict of Interest Policy. The Grievance Officer or, when designated, the Associate Grievance Officer, is responsible for the resolution process and its enforcement in accordance with the Conflict of Interest Policy.
12. The Grievance Committee shall meet and/or convene as necessary to provide timely support to Members and to ensure adherence to the timelines in the Grievance and Arbitration Article of the Collective Agreement.
13. Any Committee members who fail to abide by the terms of the Grievance Policy, the Confidentiality Policy, or the Conflict of Interest Policy may be removed from the Grievance Committee by resolution of the Board of Directors.
14. The Grievance Committee shall establish and maintain a clear workable system for conducting its business during and in between meetings. This shall include case tracking, reporting mechanisms, timelines and benchmarks, working from an agenda available to Grievance Committee members in advance of any meeting and maintaining appropriate minutes. Grievance Committee documents shall be posted to a private, password-protected website.
15. All decisions and recommendations of the Grievance Committee shall be made by a simple majority vote of the Associate Grievance Officer and the Case Officers who are present at the meeting. The Grievance Officer or, when designated as the chair, the Associate Grievance Officer, shall vote only in the event of a tie. On request from any member of the Grievance Committee, the vote shall be by secret ballot.

### Grievance Officer & Associate Grievance Officer

- The Grievance Officer and, when designated, the Associate Grievance Officer, shall chair the Grievance Committee and administer the grievance process for UWOFAs and its Members. The Grievance Officer shall provide regular reports to the Board of Directors and to the membership in relation to potential and active Grievances.

## **Grievance Policy**

- The Grievance Officer and, when designated, the Associate Grievance Officer, is responsible for authorizing and filing Grievances and negotiating settlements with the Employer, and is authorized to sign settlements on behalf of UWOFA.
- The Grievance Officer or delegate(s) shall work with appropriate UWOFA staff to maintain a Grievance section within UWOFA's website, which shall include information about the number of active Grievances and the broad themes of common grievances. UWOFA's website shall include a copy of the Grievance policy, and the steps that Members should follow if they suspect a violation of the Collective Agreement.
- The Grievance Officer shall review the contents of the Grievance Policy with all new members of the Grievance Committee within two (2) weeks of their appointment to the Grievance Committee.
- The Grievance Officer shall review the contents of the Grievance Policy with all members of the Grievance Committee on an annual basis.

## **Member Services Officers**

- The Member Services Officers shall support the Grievance Committee in executing its mandate.
- The Member Services Officers shall help to ensure that the procedure outlined in the *Grievance and Arbitration* Article of the Collective Agreement, including any applicable timelines, is adhered to.
- The Member Services Officers shall be a primary and initial point of contact for Members and are responsible for gathering preliminary information about a Grievance, Potential Grievance, dispute or concern.
- The Member Services Officers shall be responsible for maintaining a comprehensive tracking system for Member consultations and grievances, including timelines.
- The Member Services Officers shall assist with the preparation of Grievances.
- The Member Services Officers shall act as the Recording Secretary for the Grievance Committee.

## **Case Officers**

- The Case Officer is responsible for ensuring that the procedure outlined in the *Grievance and Arbitration* Article of the Collective Agreement, including any applicable timelines, is adhered to.
- The Case Officer shall provide regular updates to the Grievance Officer or Associate Grievance Officer, when designated, and the Member Services Officer(s) in relation to their assigned matter(s), including in relation to the dates of contact, forms of contact, participants, and the nature of any discussion(s).
- The Case Officer shall maintain fulsome notes of each interaction with the Member or any others regarding their assigned matter(s) and provide a copy of such documents to the Member Services Officer(s) for file management purposes.
- The Case Officer shall remain in regular communication with the Member as to the status of their Grievance, Potential Grievance, or dispute.
- Within two weeks of being assigned to a case, the Case Officer shall meet with the Member and make a recommendation to the Grievance Officer, or Associate Grievance Officer, when

## Grievance Policy

designated, and the Member Services Officer to designate or characterize the type of grievance.

### Members

- Members are responsible for notifying their Faculty Representative or Librarian & Archivist Steward or the Member Services Officer as soon as possible should they encounter a situation which may give rise to a Grievance or should they receive a Notice of Investigation.
- Members are responsible for working with their assigned Case Officer to the best of their ability to provide fulsome information about the Grievance, Potential Grievance, or dispute.
- Members are responsible for keeping their Case Officer apprised of any developments or changes in their case/situation as relevant to the Grievance, Potential Grievance, or dispute.
- Members are responsible for bringing any concerns about the Grievance process or the handling of their case to the Grievance Officer as soon as possible.

## V. POLICY AND PROCEDURE

### A. Intake

1. A Member shall forthwith notify their Faculty or Librarian & Archivist Steward or the Member Services Officer should they encounter a situation which may give rise to a Grievance or should they receive a Notice of Investigation.
2. Once a potential grievance is reported by a Member, it shall form part of the Grievance Committee agenda and it shall be promptly considered at a meeting of the Grievance Committee, taking into account any timelines that apply to the grievance as set out in the Collective Agreement.
3. The Member Services Officers shall determine whether a Case Officer shall be assigned to a potential grievance case. In making this determination, the Member Services Officer may consult with the Grievance Officer and/or the Associate Grievance Officer, shall take into consideration any input of the members of the Grievance Committee and shall interpret the potentiality of a grievance generously.
4. The Member Services Officers may assign a Case Officer to a Member in situations where a Member is deemed to require significant support, even where no potential Grievance is identified or yet identified. In making this determination, the Member Services Officers may consult with the Grievance Officer and/or the Associate Grievance Officer. Where a case is not forwarded to the Grievance Committee, the Member Services Officers shall maintain contact with the Member until their issue or query is resolved.
5. The Grievance Officer or, when designated, the Associate Grievance Officer, shall serve as Case Officer for any potential matter forwarded to the Grievance Committee until such time that a Case Officer has been assigned.
6. Notwithstanding the above, the Grievance Officer or, when designated, the Associate Grievance Officer, shall serve as the Case Officer for all Policy Grievances or potential Policy Grievances.
7. Once assigned, the Case Officer shall meet with the Member, review with the Member the content of the Grievance Policy, including the rights and responsibilities of the Member, and provide the Member with assistance and guidance in relation to the Informal Resolution and Grievance procedure prescribed by the *Grievance and Arbitration* Article of the Collective

## Grievance Policy

Agreement.

### B. Review

8. Upon receiving a case, the Case Officer will conduct a thorough review to understand the facts and circumstances surrounding the issue beginning with the intake and preliminary notes collected by the Member Services Officer and any Faculty or Librarian and Archivist Steward, as applicable.
9. The Case Officer will review the Collective Agreement and may review relevant policies and procedures and gather information from the Member or other evidence as necessary.

### C. Informal Resolution

10. Where applicable, the Case Officer shall assist the Member with the Informal Resolution procedure outlined in the *Grievance and Arbitration* Article of the Collective Agreement. The Case Officer shall attend any Informal Resolution Meeting(s).

### D. Initiating a Formal Grievance

11. If the dispute could not be resolved through Informal Resolution, or where the Informal Resolution procedure does not apply, the Grievance Committee shall decide whether it will proceed with the Formal Grievance Process, as outlined within the *Grievance and Arbitration* Article of the Collective Agreement. In making this determination, the Grievance Committee shall consider: the nature of the allegation(s), the merits of the case, the implications for the Member(s), the implications for UWOFA and/or the Collective Agreement(s), possible resolutions, and any legal advice received by UWOFA. The Case Officer shall report the decision of the Grievance Committee to the Member in a timely manner.
12. Where the Grievance Committee decides to proceed with a Formal Grievance, the Grievance Officer, or designate, shall file the Grievance with the Employer in accordance with the timelines prescribed by the Collective Agreement and provide follow up support as required (e.g., participating in meetings, following other prescribed steps for resolution).
13. The Case Officer shall attend the Step 1 Meeting (where the Collective Agreement requires one) in relation to a Grievance. All Step 2 meetings shall be attended by the Case Officer involved and the Grievance Officer or, when designated, the Associate Grievance Officer. The Member Services Officer may attend Step 1 or Step 2 meetings at the direction of the Grievance Officer.

### E. Arbitration

14. If the Grievance could not be resolved through the Step 1 or Step 2 Formal Grievance process, the Grievance Committee shall decide whether it will recommend submitting a Grievance to arbitration. In making this recommendation, the Grievance Committee shall consider: the nature of the Grievance, the merits of the case, the implications for the Member(s), the implications for UWOFA and/or the Collective Agreement(s), possible resolutions, and any legal advice received by UWOFA. The Case Officer shall report the recommendation of the Grievance Committee to the Member in a timely manner and inform them that the decision to submit a Grievance to arbitration is subject to the Board of Directors' approval.
15. Where the Grievance Committee recommends to submit a Grievance to arbitration, the Grievance Officer or, when designated, the Associate Grievance Officer, shall forward this recommendation to the Board of Directors for approval.

## Grievance Policy

16. Should the timeline provisions of the Collective Agreement(s) require the submission to arbitration to be made before the Board of Directors are scheduled to convene for their next meeting, the Grievance Officer or designate shall seek the Employer's agreement to extend the time limits prescribed within the Collective Agreement. If the Employer does not agree to extend the prescribed time limits, UWOFAs President shall seek approval of a submission to arbitration from the Executive Committee, in accordance with their powers under clause 4.04(1) of By-law No. 1.
17. If the Board of Directors rejects the Executive Committee's approval of a submission to arbitration, the Grievance Officer or designate shall withdraw the Grievance forthwith.
18. The Board of Directors shall provide the Grievance Committee with written reasons for rejecting any recommendation to submit a Grievance to arbitration. The Grievance Officer, or designate, shall provide the reasons of the Board of Directors to the involved Member(s).

### E. Appeals

19. If a Member disagrees with the Grievance Committee's decision or recommendation with respect to either filing a Grievance, or the progressing of a Grievance to Step 3, the Member may appeal the Grievance Committee's decision or recommendation by filing a written complaint with the Grievance Officer or designate within ten (10) business days of receiving the Grievance Committee's decision or recommendation.
20. Within three (3) business days of receiving an appeal or complaint, the Grievance Officer or designate shall seek the Employer's agreement to extend the Grievance time limits prescribed within the Collective Agreement. If the Employer does not agree to extend the prescribed time limits, the Grievance Officer or designate shall file the Grievance or Notice of Intention to Proceed to Arbitration, promptly, in accordance with the terms prescribed within the Collective Agreement. If the Member's complaint and/or appeal is denied, the Grievance Officer or designate shall withdraw the filed Grievance, or Notice of Intention to Proceed to Arbitration, forthwith.
21. The written complaint filed by the Member shall include details of the Member's concerns in relation to the decision or recommendation of the Grievance Committee, including any concerns with respect to the process followed by the Grievance Committee and/or Case Officer when considering the Grievance.
22. The Grievance Committee shall meet with the Member to consider the complaint within ten (10) business days from the receipt of the complaint. If the Member's complaint raises concerns about the Grievance Officer, the Associate Grievance Officer or any Case Officer, the alleged offending party or parties shall not participate in the Grievance Committee's deliberations or response to the complaint. If both the Grievance Officer and Associate Grievance Officer are recused, the Vice-President of UWOFAs shall chair the proceedings and oversee the Grievance Committee's deliberations or responses to the complaint.
23. The Grievance Committee shall provide the Member with a written response to the complaint within ten (10) business days of its meeting. The Grievance Committee's written response shall either uphold or reverse its initial decision or recommendation, with reasons.
24. The Member may appeal the Grievance Committee's response to a complaint to the President of UWOFAs within five (5) working days of the Member's receipt of the written response. The written appeal filed by the Member shall include details of the dispute giving rise to the potential Grievance. The appeal shall also outline the Member's concerns in relation to the

## **Grievance Policy**

Grievance Committee's decision and response to the complaint, including any concerns with respect to the process followed by the Grievance Committee and/or Case Officer when considering the Grievance and/or complaint.

25. Upon receipt of an appeal, the President shall promptly convene a tribunal consisting of three members drawn at random from UWOFA's Board of Directors. The President shall designate one of the members to serve as the chair of the hearing panel. If a member has previously served on a tribunal, they may decline the opportunity to serve again and the President shall randomly draw another member from UWOFA's Board to sit on the tribunal. Prior to the commencement of a hearing, each Member designated to serve on the hearing panel shall be required to declare any conflicts of interest.
26. The tribunal shall promptly conduct a hearing in relation to the Member's appeal. The tribunal may receive testimony from the Member (appellant), representative(s) of the Grievance Committee, the Grievance Officer, Associate Grievance Officer and/or any other witnesses whose testimony may be relevant to the case under appeal. The tribunal shall consider all documentation relevant to the case under appeal, including any relevant legal opinions received in relation to the matter. The decision of the tribunal cannot prescribe remedies beyond those allowed for in the Collective Agreement(s) and/or UWOFA's relevant policies or bylaws. The tribunal shall report its decision to the President, the Member, and the Grievance Officer and/or the Associate Grievance Officer within ten (10) working days of the hearing. The tribunal shall report its decision to the Board of Directors at the next scheduled Board meeting. The decision of the tribunal is final.

### **F. Other Proceedings**

27. If a Member, defended by UWOFA, is named as a Respondent or Defendant in a proceeding before an external judicial body (e.g., Human Rights Tribunal of Ontario) and such a case may require a monetary settlement, the Grievance Officer and the Associate Grievance Officer shall meet with the President, the Executive, and legal counsel, prior to any such hearing, to establish the minimum and/or maximum monetary contribution UWOFA would be prepared to offer in such a settlement process.

## **VI. RECORD KEEPING**

Throughout the grievance process, UWOFA shall maintain accurate and detailed records of all communications, meetings, motions and outcomes related to the Grievance or Potential Grievance.

## **VII. TRAINING & AWARENESS**

All Members and Agents shall familiarize themselves with this Policy and participate in any related training implemented by UWOFA.

## **VIII. COMPLIANCE AND ENFORCEMENT**

Any Member or Agent who fails to abide by the terms of this Policy may be subject to appropriate disciplinary and corrective action, up to and including termination of employment, in the case of employees of UWOFA, or removal from a committee by resolution of the Board of Directors. Cases of non-compliance could result in the decision not to pursue a Grievance at the discretion of the Grievance Committee.

## **IX. RELATED POLICIES, PROCEDURES, FORMS, GUIDELINES, AND OTHER RESOURCES**

- a. Faculty Collective Agreement
- b. Librarian and Archivist Collective Agreement



## **Grievance Policy**

- c. By-law No. 1
- d. By-law No. 3
- e. Confidentiality Policy
- f. Conflict of Interest Policy
- g. Documents Management Policy

## **X. REVIEW & APPROVAL**

This Policy shall be reviewed by the Policy and Governance Committee every two years, and if significant revisions are required, the Committee shall recommend them for approval to the Board of Directors.