2022 Tentative Collective Agreement Summary: Grievance Changes

We have highlighted the articles and letters about grievance changes in orange. They are: LoA #11, #12.

On the AAPS website you can review the full summary of changes, read the FAQs, sign up for an information session.

The vote to ratify the 2022 Tentative Collective Agreement will take place from July 26, 2023 to August 9, 2023. AAPS members will receive an email regarding how to vote.

SUMMARY OF CHANGES

The changes are listed here in the order that they appear in the Collective Agreement.

Letters of Understanding and Agreement

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<th>Letter</th>
<th>Subject Matter</th>
<th>Change</th>
<th>Summary of Change</th>
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<tr>
<td>LOA #11</td>
<td>Grievances</td>
<td>NEW</td>
<td>This Letter has been added to change the definition of grievances, which will now include enhanced policy grievance language. University grievance is also defined. Additionally, the steps are amended with a third step added in the process if the grievance is unresolved in Step 2. The language under the Arbitration section has been amended to provide clarity on when to transition from Step 3 to arbitration. It has also been amended to ensure privacy and confidentiality and safeguard the grievor's identity. The parties agree that the processes set out in Article 7.7 and 7.8 of the Framework Agreement are superseded by the enclosed provisions. Articles 7.7.1 through 7.7.3 are replicated herein for reference purposes only as Provisions 1 to 3. 1. Interests of Parties The parties have a clear and direct interest in a procedure that provides for timely resolution in the event that their agreement is violated. An effective procedure must emphasize: • a problem solving approach, • a means for interest reconciliation as close as possible to the point of origin, • a mechanism for finality.</td>
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While individuals may initiate grievances, AAPS will decide whether to advance, settle or arbitrate them.

Time limits and other requirements for the performance of this grievance procedure may be extended/amended by mutual consent of the parties.

2. Definition

A grievance is a claim by MPS or the University that there has been a violation of the collective agreement. A grievance may be categorized as either an individual/group grievance or a policy grievance.

a) An individual/group grievance involves a member or members with a single administrative head of unit and/or an issue arising from a single incident or application of University policy, procedure, rule, guideline or the ACTE.

b) A policy grievance is one that explicitly involves a question of general application, administration, or interpretation of this Agreement, arising out of a common set of determinative facts. Policy grievances start at Step 3, with notification to the Associate Vice President, Human Resources, in place of Dean or Vice President and the University's Employee Relations representative(s).

c) University Grievance is one that is initiated by the University and may be of an individual or policy nature but must be filed with AAPS and not an employee. Such grievances shall commence at Step 3 with AAPS having conduct of the grievance as the responding party and subject to the procedural requirements that would fall to the University in the event of an individual/group or policy grievance.

3. Informal Approach

Nothing in the following procedure precludes informal discussion of the parties leading to settlement of the grievance or seeking advice on issues arising at any stage of the procedure.

4. Step 1
Within sixty days from the event about which a complaint is based or from the date of knowledge of the event, the grievor(s) discuss the grievance with the administrative head of the unit concerned any complaint or grievance must be taken up verbally between the employee and the department.

The grievor(s) shall have the right to have a representative from AAPS present at any meeting to discuss the grievance.

Discussion at this stage is without prejudice to later stages of the grievance procedure.

If a settlement is reached within twenty-eight days, the settlement will be written and signed by the head or manager and grievor(s). The head University must provide a copy of the settlement to AAPS. Settlements at this stage do not establish precedents for settlement of other complaints. Settlements must be consistent with Article 1.2.2 of the Agreement on Conditions and Terms of Employment.

5. Step 2

If the grievance is not resolved within twenty-eight days of being raised with the head or manager, and the grievor(s) and AAPS wish to pursue a resolution, AAPS shall write to the Vice President (Dean, if the unit is in a Faculty) or designate, within the next twenty-one days.

If requested, the Vice President/Dean or designate will meet with the grievor(s) accompanied by a representative of AAPS. The University, represented by an appropriate departmental authority and Human Resources, shall meet with the grievor, accompanied by a representative of AAPS. The intent of this step of the process is to engage in thorough discussion towards resolving the grievance.

Within twenty-one days of having received the grievance in writing the Step 2 meeting, the Vice President/Dean or designate department or Human Resources will provide a written decision on the disposition of the grievance to the grievor(s) and AAPS.
6. **Step 3**

A grievance that is unresolved at Step 2, or initiated at Step 3, shall be discussed between the University's Employee Relations representative(s) and AAPS at an in-person meeting with the appropriate administrative authority and the grievor(s).

The parties agree that the Step 3 process is intended to ensure complete understanding of the position(s) being advanced by AAPS and the University in order to maximize the opportunity to resolve the dispute. To that end, the parties agree to exchange as much relevant information as is practicable in advance of the Step 3 grievance meeting.

Failing settlement, a formal Step 3 response shall be provided within twenty-one days of the grievance meeting.

7. **Arbitration**

Within twenty-one days of receipt of a formal Step 3 response denying a grievance, the dispute may be referred to arbitration. An arbitrator will be selected by mutual agreement of the parties. If the parties fail to agree on an arbitrator within fourteen days, the Chief Justice of the Supreme Court of British Columbia, the designated appointing authority as defined in the *Arbitration Act* will be requested to make the selection.

The provisions of the Commercial *Arbitration Act* apply to an arbitration, with the exception of the provisions in the Act relating to costs (Section 50) and privacy and confidentiality (Section 63). The Parties agree that published arbitration decisions shall be anonymized in such a manner as to make the grievor unidentifiable.

Each party to the arbitration will be responsible for its own costs and will pay one half of the costs of the arbitrator and any shared arbitration expenses.

Recognizing the importance of timely decisions to the smooth operation of the University and to the
the parties will attempt to set the arbitration dates as soon as possible. The arbitrator will render their decision within fourteen days of the end of the hearing. The arbitrator's decision will be final and binding on the parties. No arbitrator may amend a provision of the collective agreements.

Matters raised to Arbitration under this provision may be referred, by mutual agreement, to the Grievance Resolution Process set out in Letter of Agreement# 12.


- The parties agree that any grievance involving suspension or termination shall be initiated at Step 3 of this grievance procedure.

9. Joint Consultation

Both AAPS and the University value regular discussion to share information and to anticipate and resolve informally the problems facing them. The establishment of agenda and regularly scheduled, informal meetings is the joint responsibility of the President of AAPS and the Associate Vice President, Human Resources parties. No minutes are kept. To promote constructive communication, participants at these meetings serve renewable terms of one year.

All references to ISIPS within the ACTE to be updated to refer to Joint Consultation.

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<th>Grievance Resolution Process</th>
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<td>This Letter has been added to allow for an expedited arbitration process by mutual consent.</td>
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<td>By mutual agreement, any matter in dispute between the parties and subject of a live grievance, except for discipline imposed as a suspension or termination, shall be considered viable for resolution within the process set out in this Letter of Agreement.</td>
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<td>The parties agree to request Ken Saunders set aside one day every six months to serve as arbitrator. In the event that Arbitrator Saunders is not available, the parties agree to appoint the following on a rotating basis.</td>
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- Gabe Somjen
- Jackie de Aguayo

2. While the intention is to resolve matters without the involvement of legal counsel, the parties may attend a hearing held under this process with legal counsel. A party choosing to attend the hearing with legal counsel must declare their intent to do so prior to the parties agreeing to employ this process.

3. Multiple cases may be heard in a single session.

4. The parties shall provide the arbitrator brief written submissions, at least one week in advance of the hearing, including:
   - a summary of the issue;
   - the alleged violation of the collective agreement, policy, rule, or procedure; and,
   - the remedy sought.

5. The hearing will employ the caucus model and no witnesses will be called; rather the Arbitrator will review the submissions, speak with the Parties either together or apart, interview the grievor (where appropriate) and render a binding decision.

6. Any such decision rendered under this clause will be of non-precedential value and cannot be relied upon by either Party in future grievances or arbitrations.