

**QUEEN'S UNIVERSITY SENATE POLICY ON
NON-BARGAINING UNIT SCHOOL OF MEDICINE ACADEMIC STAFF
GRIEVANCES**

(Approved by Senate January 25, 2007)

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**QUEEN'S UNIVERSITY SENATE POLICY ON
NON-BARGAINING UNIT ACADEMIC STAFF GRIEVANCES**

PART 1 – INTRODUCTION

This policy sets out the grievance procedures applicable to the class of persons described in section 1 below, some or all of whom had been previously covered by the procedures set out in the *Senate Statement on Grievance, Discipline and Related Matters* before that policy was repealed by Senate in February of 2004.

1. Application of this Policy

- (a) This policy applies only to the School of Medicine Academic Staff, as defined below, and it applies only to grievances and appeals that are related to, or arise from, an Academic Staff person's employment relationship with Queen's University.
- (b) This policy does not replace, and is not an alternative to appeal procedures that may relate to the practice of clinical medicine, including professional role, clinical workload and professional compensation.

2. Definitions

For the purposes of this Policy,

Academic Staff. are those persons employed by Queen's University in the School of Medicine in an instructional and/or research capacity who are not students, not Group 1 Adjunct appointees as defined in the *Statement on Adjunct Academic Staff and Academic Assistants*, and not members of a bargaining unit that has been certified by the Ontario Labour Relations Board.

Grievance. is a complaint arising out of the application, interpretation, administration, or alleged violation of the terms of an Academic Staff member's academic appointment as set out in the letter of appointment or reappointment. It includes a complaint by an Academic Staff person that he/she has been improperly subjected to disciplinary action or has been unfairly treated under the University's established policies, practices and procedures.

3. Effective Date of this Policy

This policy shall come into effect immediately upon being passed by Senate.

PART 2 – GRIEVANCES AND DISPUTE RESOLUTION

Provisions for all grievances

4. How parties shall approach grievances

Queen's University and its Academic Staff covered by this Policy shall use every reasonable effort to resolve Grievances informally, amicably and promptly.

5. Grievances brought individually unless parties agree

A Grievance is normally brought by an Academic Staff person individually. Grievances by more than one Academic Staff person on the same issue may be aggregated into a single Grievance if the grievors so request and the University agrees.

6. Confidentiality

- (a) All information, communications and offers to settle exchanged the course of the informal resolution process and during Step 1 are confidential and their content shall not be disclosed outside the context of the Informal Resolution Process.
- (b) Any documents exchanged during the Informal Resolution Process and during Step 1 are similarly confidential, except that the fact of a Grievance shall not preclude the usual use and disclosure of a document by the party who produced it.

7. Suspension of time limits by agreement

The Academic Staff person and the Department Head, or the Dean, or delegate of the Dean, in the case of a non-departmentalized faculty, may agree to suspend any time limit set by this Policy for a reasonable period to facilitate the Informal Resolution of the complaint. Any such agreement shall be in writing.

Informal Resolution Process

8. Commencement

The Informal Resolution Process is commenced when the Academic Staff person first meets with his or her Department Head, Dean, Associate Dean, Clinical or delegate of the Dean (as the case may be), unless that individual is the subject of the grievance, in which case the meeting shall be with the individual to whom he or she reports or that individual's designate. This meeting must occur within 20 business days from the date the grievor knew or ought reasonably to have known about the circumstances giving rise to the complaint. At this meeting, the Grievor and the Department Head, Dean, Associate Dean, Clinical or delegate of the Dean (as may be the case) shall attempt to resolve the complaint informally.

9. Informal Resolution Process without prejudice to Formal Grievance Process

Attempts at an Informal Resolution of a complaint shall proceed expeditiously and without prejudice to the Formal Grievance Process

10. Resolution recorded in Memorandum of Agreement

If a resolution of the complaint is achieved at this or any other stage of the Grievance process, the parties shall prepare, sign and each retain a copy of a Memorandum of Agreement setting out all the essential terms of the settlement. The parties may draw upon the Coordinator of Dispute Resolution Mechanisms for assistance in preparing the Memorandum of Agreement if they so choose.

11. Option of invoke Formal Grievance Process if no informal resolution

If, after meeting with the Department Head, Dean, Associate Dean, Clinical or delegate of the Dean (as may be the case), (i) the complaint has not been resolved, (ii) there is no agreement to suspend time limits, and (iii) the Academic Staff person decides that the informal process has failed or is likely to fail, he or she may invoke the Formal Grievance Process.

Formal Grievance Process

12. Formal Grievance Process in general

The Formal Grievance Process includes two distinct stages: Step 1, which is a settlement meeting between the parties, and Step 2, which is arbitration. The grievance may proceed to Step 2 only if Step 1 did not resolve the grievance. The parties may – and are encouraged to – attempt to resolve the grievance informally at any stage of the Formal Grievance Process.

13. Time limit for invoking the Formal Grievance Process

An Academic Staff person shall invoke the Formal Grievance Process within 40 business days from the date he or she knew or ought reasonably to have known of the facts or circumstances giving rise to the Grievance.

14. How the Formal Grievance Process invoked

The Formal Grievance Process is invoked when the Grievor files with the Coordinator of Dispute Resolution Mechanisms (the “Coordinator”) in the Office of the University Secretariat a properly completed *Notice of Intention to Grieve* (see FORM A, Appendix “A”) setting out the grounds of the appeal with accompanying Schedules and attachments. The Coordinator shall immediately forward a copy of the *Notice of Intention to Grieve* to every Respondent named in the Notice.

15. University's response

The University and every Respondent named in the Notice shall, within 10 business days from the date of receipt of the *Notice of Intention to Grieve*, deliver to the Grievor and each other Respondent and the Coordinator a properly completed *Response* (see Form B, Appendix "A") with accompanying Schedules and attachments.

16. Role of the Coordinator of Dispute Resolution Mechanisms

The role of the Coordinator in Academic Staff grievances shall include the following:

- (i) To receive the *Notice of Intention to Grieve* (FORM A), *Response(s)* (FORM B), and *Notice of Intention to Proceed to Step 2* (FORM C) filed by the parties.
- (ii) To immediately forward a copy of all forms filed (with accompanying schedules and attachments) to all other parties.
- (iii) To schedule and convene a Step 1 meeting after consultation with the parties.
- (iv) To chair or, if the parties agree, to mediate the Step 1 meeting.
- (v) To prepare and obtain the parties' signatures on a *Step 1 Meeting Memorandum* indicating either the terms of settlement of the grievance or that the meeting concluded "without resolution".
- (vi) To coordinate the process of appointment of the arbitrator.

Formal Grievance Process – Step 1 Formal Grievance Process – Step 1 Formal Grievance Process – Step 1
Formal Grievance Process – Step 1

17. Step 1 meeting

Step 1 of the Formal Grievance Process takes the form of a meeting between the Grievor, the Department Head, Dean, Associate Dean Clinical or delegate of the Dean and anyone else with direct involvement in the matter (such as, for example, the person whose actions or decisions are the subject matter of the grievance). The purpose of the Step 1 meeting is to again attempt to resolve the Grievance informally.

18. Right to be accompanied to Step 1 meeting

- (a) The Grievor may be accompanied by a friend, or advisor.
- (b) The University may, if it so chooses, send one representative in addition to those mentioned in the preceding paragraph.

19. Step 1 meeting may be continued on a later date

Upon agreement between the parties, the Step 1 meeting may be continued on a later date if time poses a barrier to its progress, or it may be adjourned to a later date if additional information or material would assist in resolving the matter.

20. Step 1 Meeting Memorandum

Upon the conclusion of the Step 1 meeting, the parties shall sign and retain a copy of a *Step 1 Meeting Memorandum* setting out either the terms of any resolution or the fact that the meeting concluded “without resolution”.

If during the course of the Step 1 meeting any party concludes that the meeting is not likely to result in a resolution of the matter, that party may unilaterally terminate the meeting.

Formal Grievance Process – Step 2

21. How Step 2 invoked

The Grievor may invoke Step 2 by filing with the Coordinator a properly completed *Notice of Intention to Proceed to Step 2* (see FORM C, Appendix “A”). At this time, the Grievor shall attach any additional relevant documents or names of additional witnesses.

22. Time limit for invoking Step 2

The properly completed *Notice of Intention to Proceed to Step 2* must be filed within 14 business days from the date of the conclusion of the Step 1 meeting.

23. Respondent(s) may file supplementary Response

The Respondent(s) may file with the Coordinator a supplementary *Response* (FORM B) within 10 business days from the date of receipt of the *Notice of Intention to Proceed to Step 2*.

24. Step 1 filings to form part of Step 2 record

The *Notice of Intention to Grieve* (FORM A) and the *Response* (FORM B) shall form part of the record for Step 2. It is only necessary for the Grievor to attach Schedules to the *Notice of Intention to Proceed to Step 2* (FORM C) or the Respondent to file a supplementary *Response* (FORM B) with Schedules if there are additional relevant documents or witnesses not noted in the initial *Notice of Intention to Grieve or Response*.

25. Parties to select arbitrator

- (a) Upon receipt of a *Notice of Intention to Proceed to Step 2*, the University and the Grievor shall select an arbitrator by mutual consent, or failing that shall select an arbitrator by the method of alternating challenge from the list of arbitrators to be determined from time to time by Queen’s University and the Clinical Teachers Association of Queen’s University. The selection procedure shall be repeated if the arbitrator agreed upon cannot accept the appointment.
- (b) Prior to the appointment of the arbitrator, the parties shall agree upon an estimated duration of the hearing in days.
- (c) The appointment of the arbitrator is subject to the following terms:

- (i) The arbitration shall commence within 60 business days of the date of appointment;
- (ii) The expected number of days needed to complete the arbitration shall be scheduled within a mutually agreeable time;
- (iii) The parties intend that the decision should be delivered within 60 business days of the completion of the evidence, unless the matter is complex or other unusual or unexpected circumstances warrant an extension;
- (iv) No invoice shall be rendered by the arbitrator until the final award has been delivered.

26. Powers of the arbitrator

The arbitrator shall have the following powers:

- (i) to mediate the issue between the parties at any stage in the proceedings with the consent of the parties. If mediation is not successful, the arbitrator retains the power to determine the issue by arbitration;
- (ii) to adjudicate all differences between the parties, including the question of arbitrability of an issue, and the power to determine all questions of fact or law that arise;
- (iii) to require any party to furnish particulars before or during a hearing;
- (iv) to require any party to produce documents or things that may be relevant to the matter and to do so before or during the hearing;
- (v) to fix dates for the commencement and continuation of hearings;
- (vi) to administer oaths and affirmations;
- (vii) to admit, in the interest of a fair and expeditious hearing, only evidence that is relevant, and any objection to relevance must be determined by ruling;
- (viii) to admit evidence that would not be admissible in a court of law but only if the arbitrator determines that the evidence is relevant, reliable and its probative value outweighs any prejudice which its admission might produce;
- (ix) to determine the rules of procedure which shall be just and equitable, and intended to provide a fair and expeditious hearing;
- (x) to relieve against non-compliance with any time limit or other procedural requirement;
- (xi) to grant such interim orders, including interim relief, as the arbitrator considers appropriate except for interim re-instatement;
- (xii) to make such orders or give such directions in proceedings as the arbitrator considers appropriate to expedite the proceedings or to prevent the abuse of the arbitration process; and
- (xiii) to interpret and apply human rights and other employment-related statutes.

27. Costs of the Arbitration

- (a) The costs of the arbitration consist of the fees and disbursements of the arbitrator, as invoiced but do not include a party's solicitor-and-client costs.
- (b) The costs of the arbitration shall be borne by the University if the arbitrator's decision favours the Grievor.
- (c) The costs of the arbitration for a grievance found to be frivolous or vexatious shall be borne by the grieving party.
- (d) The arbitrator may make an award of costs that in his or her discretion seems just upon finding that the conduct of one or more parties in the course of the arbitration has been unreasonable, or that the grievance ought not have been brought or opposed, or that a settlement offer ought to have been accepted.
- (e) No award of costs shall be made unless the parties have been given an opportunity to make submissions to the arbitrator.
- (f) The University shall provide space on campus for the conduct of an arbitration hearing.

28. Procedural irregularities

No minor technical or clerical violation in the Formal Grievance Process or document required by it shall prevent a grievance from being heard on its merits or affect the jurisdiction of the arbitrator.

FORM A
NOTICE OF INTENTION TO GRIEVE

NOTICE OF INTENTION TO GRIEVE

NAME: _____

UNIT: _____

POSITION/RANK: _____

I intend to grieve against the University for the reason(s) noted below:

(Please outline in detail the event, transaction, decision, or the end of a set of circumstances which you are grieving, Please append any materials you consider relevant).

Signature of Member

Date

Non-Bargaining Unit
School of Medicine

FORM B
RESPONSE TO GRIEVANCE

RESPONSE TO GRIEVANCE

NAME: _____

UNIT: _____

POSITION/RANK: _____

(Please outline in detail your response to the grievance, appending any materials you consider relevant).

Signature

Date

FORM C
NOTICE OF INTENTION TO PROCEED TO STEP 2

NOTICE OF INTENTION TO PROCEED TO STEP 2

NAME: _____

UNIT: _____

POSITION/RANK: _____

(Please attach any additional documents you will be relying on and a list of witnesses you intend to call.)

Signature of Member

Date

Non-Bargaining Unit
School of Medicine