

LETTER OF UNDERSTANDING

BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

GRIEVANCE MEDIATION – PILOT PROJECT

The Parties agree to implement a pilot project, for the duration of the collective agreement, replacing Step 2: Formal Grievance Committee (FGC) with Step 2: Mediation.

- It is understood that all grievances that are not resolved following a Step 1 Meeting, regardless of the nature of the grievance, will proceed to Step 2: Mediation.
- Mediation is voluntary. If one Party refuses to participate in Mediation, the grievance can proceed to Step 3: Arbitration pursuant to 13.6.1.
- The costs of the Mediator and meeting space (if not on campus) shall be shared equally between the Parties, it being understood that the Mediator may, due to exceptional circumstances, render a different determination.
- For the duration of the pilot project, section 13.5 will read as follows:
 - 13.5.1 Where a grievance is not resolved at Step 1, the grievor may submit the grievance to Mediation by forwarding to the other Party's liaison officer, a request to that effect within ten (10) working days of receipt of the Step 1 memorandum.
 - 13.5.2 The liaison officer shall, within ten (10) working days following receipt of the request for Mediation under 13.5.1, advise the other Party's liaison officer whether they accept Mediation. If Mediation is refused, the grievance shall proceed to Step 3: Arbitration pursuant to 13.6.
 - 13.5.3 A third-party external mediator shall be appointed by the parties within ten (10) days following section 13.5.2, at which time the Parties shall also agree to the length of time required for Mediation, which can be prolonged at the request of either party. The Mediation shall be convened within a reasonable time period.
 - 13.5.4 The mediator shall issue a report, within five (5) working days following mediation, stating whether the Parties were able to resolve the matter.
 - 13.5.5 If the matter was not resolved at Mediation, the grievance may be referred to Step 3: Arbitration pursuant to 13.6. If the grievor does not refer the matter to arbitration, the grievance shall be deemed withdrawn or settled pursuant to section 13.2.5.
- For the duration of the pilot project, article 13.6.1 will read as follows:

13.6.1 Within fifteen (15) working days following the receipt of the mediator's report in Step 2: Mediation, or the receipt of the Mediation refusal of either Party in cases that bypass Step 2: Mediation, the grievor may refer the grievance to Step 3: Arbitration, by a written notice to the other party stating briefly the nature of the grievance and the name of the grievor(s). In cases involving the giving of basic progress, leaves (including academic and professional leaves), the non-renewal of a limited term regular appointment, or the issuance of a written reprimand, there shall be a one person board of arbitration. In all other cases, there shall be a three-person board of arbitration, unless otherwise agreed by the parties.

- For the duration of the pilot project, the following sub-sections of section 13.2 will read as follows:

13.2.8 The Employer's Liaison Officer shall without undue delay forward to the Association's Liaison Officer a copy of any letter of disagreement, brief, or notice of grievance, and, in the case of a private grievance, any request for referral of the grievance to the mediation, or notice of referral to arbitration, and notice of the time and place of any mediation or arbitration .

13.2.10 Where a grievance is filed against an Employer decision, the Employer decision shall stand and remain effective until and unless the Employer reverses its decision, or if the arbitrator has issued an interim order with respect to the grievance, or there has been a final and binding determination by the arbitrator upholding the grievance, or there has been settlement.

13.2.11 The parties shall make every reasonable effort to resolve matters of a purely procedural nature prior to mediation or arbitration.