

IN THE MATTER OF AN ARBITRATION

BETWEEN

THE UNIVERSITY OF WESTERN ONTARIO

(the “University”)

and

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 006D10

(the “Union”)

Policy Grievance (filed by Katelyn Mitri dated June 22, 2018)

SOLE ARBITRATOR: James Hayes

APPEARANCES

For the Union:

Aaron Lemkow, Counsel
Nedezda Ivanova

For the University:

Rusty McLay, Counsel
Darren Avery, Counsel
Brett Mason, Director, Employee Relations
Ron Wagler, Director of Administration, Graduate and Postdoctoral Studies
Dr. Suzanne Schmid, Vice Dean of Basic Medical Sciences

A hearing was held by videoconference on January 20, 2021

AWARD

1. This Award addresses a contested adjournment that was granted at the hearing over the Union's objection.
2. The issue was determined having regard to informal but comprehensive representations made by counsel. It arises in the following context:
 - The Schulich School of Medicine and Dentistry endeavors to provide all incoming PhD students with a Graduate Teaching Assistantship. The School is obliged to honour Article 13 of the Collective Agreement in this respect. I am advised that the Agreement variously refers to Departments, Schools, and Faculties. Article 13.06 a) provides that if no graduate students within a Department are available, or likely to be available, to fill an open position, the position shall be "offered to a registered PhD student within the department beyond the normal funding period".
 - A teleconference was held in December 2020 during which the development of an Agreed Statement of Fact and the use of Will-Say statements by proposed witnesses was agreed upon. That objective has not been entirely achieved.
 - I was advised at the hearing that, if the matter had proceeded on the fixed date, the Union was seeking to bifurcate the hearing between alleged breach and proposed remedy over the objection of the University. Stated otherwise, the Union expected that a second date of hearing would be required whatever the outcome of the motion. Both parties agreed that, should the matter be adjourned, it could and would be completed on one further hearing date should the case proceed.
 - I was advised that the alleged breach, if proven, would not give rise to a remedy that would affect any individual member of the bargaining unit; that is, the relief sought would be declaratory with a possible claim for damages.

- As a condition of its adjournment request the University expressly acknowledged its obligations, pursuant to Article 13 (and specifically Articles 13.05 and 13.06) of the Collective Agreement, with respect to the assurances provided to employees who meet conditions for progression through their program and the order in which Graduate Teaching Assistantships are offered to members of the Union.
- Most importantly, I was advised that the parties are currently engaged in collective bargaining that both describe as productive and being carried out in a positive good faith atmosphere. That bargaining will entail matters relating to Article 13 including matters raised in the Grievance at issue.

3. Having regard to all of the foregoing, I concluded that there were legitimate labour relations reasons for adjourning this Grievance *sine die* on the following basis:

- If the matter is not resolved, the parties will complete preparation of a partial or complete Agreed Statement of Fact, exchange Will-Say statements for all proposed witnesses, and prepare a joint Document Brief.
- Should the Union so choose, the Grievance may be brought on for hearing on an expedited basis at the conclusion of the current round of collective bargaining.

Dated at Toronto, Ontario this 21st day of January, 2021.


James Hayes