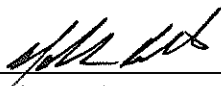
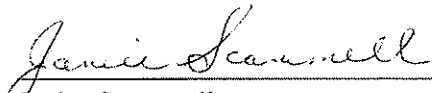


~~CUASA Proposal~~
~~07 July 2014~~
~~Carleton Counter Proposal~~
~~08 July 2014~~
~~CUASA Proposal~~
~~09 July 2014~~
~~Carleton Counter~~
~~10 July 2014~~
~~CUASA Proposal~~
~~11 July 2014~~
~~Carleton Counter~~
~~11 July 2014~~
~~CUASA Proposal~~
~~26 July 2014~~
Carleton
26 July 2014

Agreed July 27, 2014



Malcolm Butler
For the Employer



Janice Scammell
For the Association

Article 30: Complaints, Grievances And Arbitrations

<Article 30.1: *Agreed, status quo* language >

<Article 30.2: *Agreed*, language changes as follows>

- 30.2 (a) The Association and the employer shall have the right to be present at all steps of the complaint and grievance procedure. If so requested by the grievor, the Association shall have the right to represent the grievor at all steps. Notwithstanding the preceding, however, only the Association and the employer shall have the right to proceed with grievances beyond Stage 2. The Association shall have carriage of all grievances, **save and except those filed by the Employer.**
- (b) The parties shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article.

<Article 30.3-30.4: *Agreed, status quo* language >

<Article 30.5: *Agreed*, language changes as follows>

30.5 Employee Grievances

Informal Stage

At the informal stage, an employee may discuss with his or her Dean/University Librarian any problem related to his/her terms and conditions of employment. If the matter is not resolved at this stage, it may become a Stage 1 grievance.

(a) Stage 1

It is understood and expected that an employee will discuss with his/her Dean/University Librarian any matter relating to an alleged grievance. The Dean/University Librarian shall notify the Assistant Director Advisory Services (Academic) and the Association of any complaint giving rise to such a discussion. This discussion is to be informal in nature and directed at improving communication and solving problems. The Dean/University Librarian shall notify the Assistant Director Advisory Services (Academic) and the Association of the result of this discussion. If at any point in the informal grievance process the Association determines that the informal process has failed, a Stage 2 grievance may be filed. If the grievance is settled at Stage 1, all decisions, agreements and resolutions shall be committed to writing and a copy shall be provided to CUASA.

(b) Stage 2

An employee who is not satisfied with the results of the informal discussion at Stage 1 and who believes that he/she has a grievance shall, within twenty (20) working days of the event giving rise thereto or of the date on which the employee first knew or reasonably could have known of such event if that date is later, consult the Association, and request that CUASA report to the Dean/University Librarian in writing (with a copy to the Assistant Director Advisory Services (Academic)) on the grievance form provided. The Grievance report shall set forth, in the space provided, all of the following:

- (i) the nature of the grievance;
- (ii) the facts upon which the grievance is based;
- (iii) the remedy sought;
- (iv) the result of the informal stage; and
- (v) the article(s) of this agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.

The CUASA Grievance Chair or designate shall sign the form and shall ensure its transmittal to the relevant Dean/University Librarian or the Assistant Director Advisory Services (Academic) or designate. The employer representative shall have ten (10) working days from the date of receipt of the grievance form in which to either schedule a meeting to discuss the grievance or render a decision in writing. Should a meeting be scheduled, the employer must then respond in writing by the end of the ten (10) working days from the holding of the meeting. If the Employer fails to meet these deadlines the Association shall have the right to take the grievance to **arbitration**. The Association will respond and participate expeditiously in the process.

(c) Binding Arbitration

If the efforts of the parties at Stage 2 to resolve the grievance are unsuccessful, the Association may **submit the matter to binding arbitration** within ten (10) working days of the completion of **Stage 2**. The Association shall notify the employer in writing of such action.

<Article 30.6: *Agreed, strike out* language as follows>

30.6 ~~Grievance Sub-Committee~~

~~The parties agree that they will, through the JCAA, establish, from time to time, a Grievance Sub-Committee composed of equal numbers of representatives of the employer and the Association. The terms of reference for a particular Grievance Sub-Committee shall be those agreed to by specified by the JCAA in the 2007/08 document entitled "Instructions to the Grievance Sub-Committee of JCAA." No meetings of JCAA shall be required to facilitate th process of referring grievances to the GSC, the calling by the Employer of the meetings, or establishing of the committees by the parties. Notwithstanding the preceding, the parties agree that the main functions of such sub-committees as are created from time to time are:~~

- ~~(a) — to assist the parties in resolving grievances through fact finding;~~
- ~~(b) — to assist the parties in resolving grievances through negotiations;~~
- ~~(c) — to assist the parties in resolving grievances by rendering reports concerning the alleged grievance, when so requested.~~

~~The parties may by agreement at to the JCAA decline to appoint a Grievance Sub-Committee, in which event the Association shall be entitled to proceed directly to Binding Arbitration. **Such agreement to decline to appoint a Grievance Sub-Committee shall be facilitated through communication between the parties to the JCAA outside of formal meetings and confirmed in writing by hard copy or email.**~~

<Article 30.7: *Agreed,* language changes as follows>

30.7 Association Grievance

Association Grievances shall normally follow the procedures outlined under Article 30.5. However, where a dispute arises directly between the employer and the Association concerning the interpretation, application or alleged violation of the collective agreement, the Association may elect to bring an Association grievance directly **to Stage 2** within 45 working days of the event giving rise thereto or of the date on which the Association first knew or reasonably could have known of such event if that date is later.

<Article 30.8: *Agreed,* language changes as follows>

30.8 Employer Grievance

Employer Grievances shall normally follow the procedures outlined under Article 30.5. However, where a dispute arises directly between the employer and the Association concerning the interpretation, application or alleged violation of the collective agreement in which the employer is the grievor, the employer may elect to bring an employer grievance directly to Stage 2 within 45 working days of the event giving rise thereto or of the date on which the Employer first knew or reasonably could have known of such event if that date is later.

<Article 30.9: *Agreed*, language changes as follows>

30.9 Exclusions from the Grievance Procedure

- (a) Recognizing that certain review procedures involving complex forms of academic peer judgement have evolved out of continuous practical experience, the parties agree that the grievance procedures under this Article shall not be available for resolution of disputes, exclusively concerned with employment equity appointments (Article 9.3), faculty promotions (Article 10), renewal of preliminary faculty appointments (Article 10), tenure (Article 10), lay-offs (Article 17.4, 17.5, 17.6, 17.10, 17.12 and **Appendix D (*Document on the Release of Teaching Staff in Times of Financial Stringency*)** to the Collective Agreement), and dismissal for cause of faculty employees (Article 6.2(a)), professional librarian employees (Article 11.4), Instructor employees (Article 12.5), except where the employee or the Association alleges violation of Academic Freedom under Article 4, or discrimination under Article 5 of this Collective Agreement, or except where the employee or the Association alleges that a violation of the procedures established in Article 10 or under **Appendix A (*Procedures for the Dismissal with Cause of Faculty Members*)** has occurred.
- (b) For the purposes of this Article "procedure" shall mean the fact or manner of proceeding or going on and shall not mean the manner of interpreting guidelines or criteria.

<Article 30.10: *Agreed*, language changes as follows>

30.10 Failure to Respond

- (a) In the event that the **responding party** fails to reply to a complaint or grievance within the prescribed time limits in this Article the grieving party may submit the complaint or grievance to the next step.
- (b) In the event that the grieving party fails to submit the complaint or grievance to the next step in the grievance procedure within the time limits expressed in this Article, the **grieving party** shall notify the **responding party** of the expiration of the time limit. The grieving party shall then have an additional five (5) working days from the receipt of such notice to request an extension of the time limit. In the absence of a response to such

a written expiration notice the complaint or grievance shall be considered settled without setting a precedent.

(c) **Abandonment**

The **grieving party** may abandon a grievance at any time during the grievance process. The abandonment of a grievance shall not prejudice the position of the **grieving party** in dealing with grievances of a similar nature.

<Article 30.11: *Agreed*, language changes as follows>

30.11 Arbitration

(a) In the event that **Stage 2** does not resolve the grievance, unless the parties mutually agree to an extension of the timelines, **the grieving party** may serve notice within ten (10) working days of **the other party's response** or the expiry of the deadline that it intends to proceed to arbitration. The Association shall have the right to carry Association grievances, **and the Employer shall have the right to carry Employer grievances to arbitration, as described in Articles 30.7 and 30.8.**

(b) Notwithstanding the preceding, the parties agree that, in any case involving academic freedom, a decision of the Association not to pursue the matter to arbitration shall not prevent the individual grievor from seeking the advice of CAUT, and, on the positive recommendation of CAUT, in which case a further period of ten (10) working days shall be provided beyond the provisions of Article 30.11(a) for such consultation to take place, proceeding to arbitration under this Collective Agreement.

30.12 Appointment of Arbitrator

The parties hereby authorize and appoint the persons listed at the end of this Article to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. The arbitrators shall be requested to serve singly according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed three (3) months, the next arbitrator in order shall be selected and so on until one of the arbitrators is available. For the next arbitration thereafter, the arbitrator who was listed after the arbitrator last selected shall be next in line. By mutual consent, however, any listed arbitrator may be selected out of turn. If in the event that none of the arbitrators is available within a reasonable time, but in any case not to exceed three (3) months, an arbitrator outside the panel shall be selected by mutual consent. If such agreement cannot be reached within twenty-two (22) working days the parties agree to request the Ministry of Labour for authority to appoint an arbitrator in accordance with the provisions of Section 44(4) of the Ontario Labour Relations Act. It is agreed, however, that any of the names may be stricken from the list during periods when no arbitrations are pending by either party on one (1) month's written notice, provided that the parties agree to replace those

names stricken from the list within one (1) month following such notice. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in process.

Panel of Arbitrators: K. Burkett

~~**K. Bernhardt**~~

~~**K. Bernhardt**~~

J. Devlin

B. Keller

P. Knopf

M. Teplitsky

~~**M.E. Cummings**~~

~~**L. Davies**~~

~~**B. Etherington**~~

~~**B. Fishbein**~~

~~**L. Steinberg**~~ *[note: contingent on acceptance of K. Bernhardt]*

[note: contingent on acceptance of K. Bernhardt]

<Article 30.13-30.15: *Agreed, status quo* language >