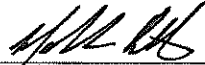
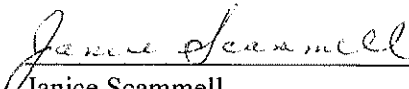


Agreed July 27, 2014

CUASA Proposal
16 June 2014
Carleton Proposal
08 July 2014
CUASA Proposal
09 July 2014
Carleton Counter
10 July 2014
Carleton Counter as amended
11 July 2014
CUASA Proposal
11 July 2014
Carleton Counter
11 July 2014
CUASA Proposal
26 July 2014
Carleton
26 July 2014



Malcolm Butler
For the Employer



Janice Scammell
For the Association

Article 34: Interest Arbitration

<Article 34.1: *Agreed*, language changes as follows>

34.1 The parties agree that in negotiating collective agreements all non-monetary issues shall be settled prior to arbitration on monetary issues.

Included within the meaning of non-monetary issues shall be the principle of introducing new forms of benefits. (The cost-sharing of such new benefits, if agreed to in principle, shall be a monetary issue).

Any dispute as to whether a proposal on benefits constitutes a new form of benefits shall be settled at an arbitration as outlined in Article 34.2 before the monetary issues are submitted to arbitration.

If agreement is not reached within sixty (60) calendar days of the agreement by the respective principals on non-monetary issues, **the parties may agree to submit** the unresolved monetary issues to arbitration. The form of arbitration shall be that established pursuant to Article 34.3 below unless changed by agreement of both parties.

34.2 In any dispute as to whether a benefit issue is monetary or non-monetary, the parties agree to submit the dispute to an arbitrator chosen from the list of arbitrators in effect under Article 30.12 in the fashion specified in Article 30.12.

<Article 34.3: *Agreed*, language changes as follows>

- 34.3 (a) The Arbitrator shall be selected from the list below. One 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 one (1) month, 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 none of the arbitrators is available within a reasonable time, but in any case not to exceed one (1) month, an arbitrator outside the panel shall be selected by mutual consent.

List of Arbitrators

K. Burkett
W. Kaplan
M. Teplitsky
L. Steinberg

- (b) The parties shall jointly share the fees and expenses of the arbitrator.

<Article 34.4: *Agreed*, language changes as follows>

34.4 Submission Process and Scope of the Arbitrator

- i. The Arbitrator shall call a meeting of the parties to address the most recently tabled proposals, and to hear their arguments.
- ii. Following this meeting, if required, the arbitrator shall determine a date by which each party shall submit its final monetary proposal and supporting arguments on each of the unresolved issues.
- iii. After receipt of both parties' proposals the Arbitrator shall release the both submissions to the two parties.
- iv. The parties may agree that the Arbitrator will mediate the proposals presented.
- v. The Arbitrator may call a hearing in which the parties are given an opportunity to submit oral arguments in support of their submissions and to respond to questions by the Arbitrator.
- vi. If the parties do not agree to a mediated solution, the Arbitrator may impose a solution on the parties, according to the following parameters:

The Arbitrator, shall consider, *inter alia*, whether and to what extent the following issues are relevant to the determination of the award on monetary issues: the employer's

ability to pay; the cost of living settlements affecting comparable groups of employees; and the University's need to retain qualified academic staff.

- vii. The Arbitrator shall not have jurisdiction to amend or add to any of the **non-monetary** provisions of this Collective Agreement nor substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Collective Agreement.
- viii. The parties agree to request the Arbitrator to make every effort to hear evidence and conclude proceedings within one (1) calendar month of appointment, and to make every effort to present their decision, within two (2) calendar months.
- ix. The decision of **the Arbitrator governs and is binding upon both parties.**
- x. The **Arbitrator** shall be encouraged to give reasons for the award.