

CUASA Proposal October 6, 2017  
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CUASA Counter Proposal February 3, 2018

*This proposal sets out CUASA's bargaining position on the individual articles included as of this date. CUASA reserves the right to amend its position, including the right to add, modify or delete any component of each individual article if not accepted in its entirety. This proposal sets out CUASA's bargaining position on the individual articles included as of this date. CUASA reserves the right to amend its position, including the right to add, modify or delete any component of each individual article if not accepted in its entirety.*

### 30.5 Employee Grievances

#### a) a) Informal Complaint Stage

At the informal complaint stage, an employee may discuss with their Dean/University Librarian any problem related to their terms and conditions of employment. If the matter is not resolved at this stage, it may become a Stage 1 grievance. ~~where possible, the Parties to this Agreement shall make every reasonable effort to encourage informal, amicable and prompt settlement of complaints.~~ , an employee may discuss with their Dean/University Librarian any problem related to their terms and conditions of employment. If the matter is not resolved at this stage, it may become a Stage 1 grievance. where possible, the Parties to this Agreement shall make every reasonable effort to encourage informal, amicable and prompt settlement of complaints. Any matter related to potential discipline, discrimination, or harassment shall proceed directly to the grievance stage.

~~i) Informal discussions between the persons directly involved in the matter giving rise to a complaint shall commence within fifteen (15) working days of the date when the act or omission in dispute has become known, or ought reasonably to have become known, to the complainant.~~

~~ii) If a complaint is not resolved within fifteen (15) working days of the commencement of informal discussions, the matter may be referred to the formal grievance procedure.~~

~~iii) Attempts at informal resolution may continue for longer than fifteen (15) working days with the mutual agreement of both Parties. an employee may discuss with their Dean/University Librarian any problem related to their terms and conditions of employment. If the matter is not resolved at this stage, it may become a formal grievance.~~

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- i) **Informal discussions between the persons directly involved in the matter giving rise to a complaint shall commence within fifteen (15) twenty-five (25) working days of the date when the act or omission in dispute has become known, or ought reasonably to have become known, to the complainant employee or the Association.**
- ii) **If a complaint is not resolved to the satisfaction of the Association within fifteen (15) twenty-five (25) working days of the commencement of informal discussions, the matter may be referred to the formal grievance procedure. a grievance may be filed. If at any point in the informal complaint process stage the Association determines that the informal process has failed, a formal grievance may be filed. If the grievance is settled at the informal complaint stage, all decisions, agreements and resolutions shall be committed to writing and a copy shall be provided to the Association's representative CUASA and signed by the parties' designates. Any matter related to potential discipline, discrimination, or harassment shall proceed directly to the formal grievance level. If the complaint is settled at this stage, all decisions, agreements and resolutions shall be committed to writing and signed by the parties' designates.**
- iii) **Attempts at informally resolving a complaint may continue for longer than fifteen (15) twenty-five (25) working days with the mutual written agreement of both Parties. an employee may discuss with their Dean/University Librarian any problem related to their terms and conditions of employment. If the matter is not resolved at this stage, it may become a formal grievance.**

~~(a)~~ — **Stage 1 (a) Stage 1**

It is understood and expected that an employee will discuss with their Dean/University Librarian ~~the parties will discuss~~ 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. **While still informal in nature, this stage shall comply with Articles 30.2 and 30.3.** 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 **Stage 1** 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 and signed by the parties' designates.



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~~It is understood and expected that the parties will discuss any matter relating to an alleged grievance. While still informal in nature, this stage shall comply with Articles 30.2 and 30.3. If at any point in the Stage 1 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 signed by the parties' designates.~~

~~(c) Stage 2 (b) Formal Grievance Procedure (b) Stage 2 Formal Grievance Stage Procedure~~

~~An employee If the Association who is not satisfied with the results of at of the informal complaint discussion at Sstage 1 and who believes that they have a grievance it shall, within twenty (20) twenty-five (25) working days of the conclusion of the informal stage conclusion of the informal complaint stage, submit a grievance submit a grievance 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. 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. In the case of a discrimination or a harassment grievance, the deadlines to submit shall be the same as those allowed by law or policy. The G-grievance report form shall set forth, in the space provided, identify 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 complaint stage; and~~
- ~~(viii) the article(s) of this agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.~~

~~The Employer's written reply shall identify the following:~~

- ~~(i) the facts upon which the Employer relied on;~~
- ~~(ii) the reasons for its decision;~~

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~~(iii) — the article(s) of this agreement relied upon for its decision;~~

~~The Employer's written reply shall identify the following:~~

~~(iv) — the facts upon which the Employer relied on;~~

~~(v) — the reasons for its decision;~~

~~(vi) — the article(s) of this agreement relied upon for its decision;~~

**No grievance shall be deemed invalid by reason of any defect or technical irregularity of form.**

The CUASA Grievance Chair or designate shall sign the form and shall ensure its transmittal to the relevant Dean/University Librarian ~~and the Assistant Director Advisory Services Manager, Labour Relations~~ (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 parties will respond and participate expeditiously in the process. **The parties may at any time and by mutual written agreement put a matter in abeyance pending settlement discussions.**

~~Any informal discussion, Stage 1 or Stage 2 process commenced under the grievance procedure of the 2014-2017 collective agreement and prior to the ratification of this agreement shall not be subject to the new grievance procedure. Such matters shall revert to these new procedures at the time of being referred to arbitration.~~

~~Any references in the collective agreement to a Stage 2 shall be interpreted to refer to the Formal Grievance Stage.~~

(c) Binding Arbitration


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



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**Deadline for raising objections**

- (i) ~~The Employer may, no later than 30 days after being provided with a copy of the notice to refer to arbitration raise an objection on the grounds that the time limit provided for in the collective agreement for the presentation of a grievance at a level of the grievance process has not been met; or raise an objection on the grounds of jurisdiction.~~
- (ii) ~~The objection may be raised only if the complaint or grievance was rejected at the level at which the time limit was not met and at all subsequent levels of the process for that reason. The Arbitrator shall not have the authority to hear an objection filed outside the time limit specified above.~~
- (iii) ~~If the Employer raises an objection, it must provide a statement in writing giving details regarding its objection to the Association and at the time the objection is raised.~~



Chantal M. Dion, Chief Negotiator  
CUASA/the Union

3 Feb 2018  
Date



Wayne Jones, Chief Negotiator  
Carleton University/the Employer

Feb. 3, 2018  
Date