

CUASA COMMUNIQUÉ

Volume 41 No. 2

Editor: Janice Scammell

May, 2011

CUASA Executive

President

JOHANNES WOLFART
College of the Humanities- Religion

President-Elect

SAMUEL AJILA
Systems & Computer Eng.

Past-President

ANGELO MINGARELLI
Mathematics & Statistics

Chief Negotiator

BRETT STEVENS
Mathematics & Statistics

Secretary/Treasurer

DAVID JACKSON
School of Business

Grievance Chair

GERALD DE MONTIGNY
Social Work

Salary and Benefits Officer

RICHARD DANSEREAU
Systems & Computer Eng.

Editor CUASA Communiqué

JANICE SCAMMELL
Library

External Relations Chair

PETER SWAN
Law

Internal Affairs Chair

PATRIZIA GENTILE

Women & Gender Studies

Retired Members Representative

DONALD SWARTZ
Public Policy & Administration

Equity Chair

JENNIFER EVANS
History

Nominations & Elections Chair

SONYA LIPSETT-RIVERA
History

Instructor Member Representative

FRISKJEN (PUM) VAN VELDHOVEN
Sociology & Anthropology

Professional Librarian Representative

FRANCES MONTGOMERY
Library

Members at Large

GRAHAM SMART
SLALS
CHANTAL DION
French
D. GREGORY MACISSAC
College of the Humanities

CUASA OFFICE

2004 Dunton Tower
(613) 520-5607
FAX: (613) 520-4426
email: cuasa@carleton.ca
www.caut.ca/cuasa/

Executive Director

KIMBERLY BENOIT

Office Manager

DEBORAH JACKSON

The Real Deal and the Raw Deal

This is the first of a planned series of two-part communiqués to highlight our collective agreement and its implementation. It is also hoped that the series will encourage new members of the bargaining unit to join the association (i.e. sign the form) and to become active in the association.

The first part of each communiqué will consider a particular aspect of the CA (i.e. the “real deal”). The aim is to illuminate CUASA’s rights, so that we can all better avail ourselves of them, both individually and collectively. Use `em or lose `em!

The second part of each communiqué will expose how the employer is refusing to live up to either the letter or the spirit of the collective agreement (i.e. the “raw deal”). While such actions by the employer commonly affect individual members in the first instance – so the employer tends further to conceal such actions behind a cloak of “confidentiality” – CUASA regards such an injury to one an injury to all.

Article 1.1

The very first article of our agreement is actually a preamble. Not surprisingly, it is rarely cited. Nevertheless, it does contain several points of agreement, principles to which parties must adhere. First, the article states that “**...the parties agree to cooperate...**” and further to “**...encourage a climate of [...] mutual respect...**” That these words are more than mere overture is indicated in article 35, which establishes the Joint Committee for the Administration of the Agreement (JCAA), the body actually responsible for regulating employer-employee relations between bargaining rounds. This article states that JCAA “**...shall administer this Collective Agreement in a spirit of cooperation and mutual respect...**” Furthermore, article 1.1 sets out clearly that the overarching purpose of the agreement is “**...to provide an amicable means for settling differences which may arise from time to time between the employer and the employees in the bargaining unit.**” In other words, being decent and constructive are not options; rather, they are obligations on both CUASA and the employer. Indeed, as the article makes plain, the collective agreement is not the rulebook for some morbid game of “gotcha” to be played out between the employer and employee representatives, and certainly not with Carleton faculty and librarians as pawns in such a game. So, what happens in practice?

In the Two-Face of Adversity...

Once again a CUASA member is confronted with the prospect of a non-disciplinary termination of employment at Carleton. The details of the situation are of course subject to confidentiality, but even the broad circumstances should be of concern to all CUASA members.

CUASA has filed a grievance on behalf of the member. Since we have failed to resolve the matter at Stages 1 or 2 and since the member faces unemployment after 30 June, CUASA has requested that we proceed directly to Stage 4, which is arbitration (as per CA art. 30.6). Despite the urgency – for our member! – of the situation, the employer has refused to submit the matter directly to an arbitrator. Here's why: the Collective Agreement provides a list of arbitrators, which we cycle through as necessary. In fact, neither the employer nor CUASA is 100% happy with the list as it stands. Therefore, CUASA actually offered to negotiate a revised list in this past round of bargaining, an offer which the employer flatly rejected. But now, the employer doesn't like the next arbitrator on the list and would like to change the list outside of the bargaining process. So, one of the employer's HR hirelings has suggested that the employer would be willing to move to arbitration if CUASA were willing to abandon our Collective Agreement and appoint another arbitrator.

In other words, notwithstanding conciliatory posturing in high visibility situations, and in contravention of the very first article of the CA, the employer is more than willing to exploit the urgent distress of a single CUASA member to leverage what they could not achieve in bargaining. Shame!