

## Article 30: Complaints, Grievances And Arbitrations

- 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~~ **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.
- 30.3 All communications required by this Article to be in writing shall be by email and shall be directed by the Employer to the Grievance Chair and the ~~Executive Director~~ **Senior Grievance and Arbitration Officer** of CUASA with a follow-up hard copy directed to the CUASA Office. All communications required by this article to be in writing shall be by email and shall be directed by CUASA to the ~~Assistant Director, Advisory Services~~ **Manager, Labour Relations** (Academic) and Assistant Vice-President (Human Resources) with a follow-up hard copy directed to the Human Resources ~~Office.~~**Department.**

### 30.8 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.~~

### 30.11 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

~~J. Devlin~~ **P. Picher – <HOUSEKEEPING (JCAA: March 4, 2016)>**

B. Keller

P. Knopf

~~M. Teplitsky~~ **M. Mitchnick – <HOUSEKEEPING (JCCA: October 21, 2015)>**

### 30.14 Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by the consent in writing of both parties, ~~such consent to be signed by the Contract Administrator on behalf of the Employer and by the President of the Association on behalf of the Association.~~

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Chantal M Dion–Chief Negotiator  
CUASA/the Union

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Wayne Jones–Chief Negotiator  
Carleton University/the Employer

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Date

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Date