

Carleton University's response (using MSWord tracked change) on Article 30.5 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA)

CUASA proposal

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Without Prejudice

Date: ~~08 May~~ ~~August 23, 2012~~ ~~August 30,~~ ~~September 15,~~ September 16, 2012

30.530.5 Employee Grievances

Informal Stage

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

(a) Stage 1

It is understood and expected that an employee will discuss with his/her ~~deanDean/~~ ~~director/~~University Librarian any matter relating to an alleged grievance. The ~~dean/director/librarian~~Dean/University Librarian shall notify the Assistant Director Human Resources, Advisory Services~~Director of Human Resources~~ 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/director/librarian~~Dean/University Librarian shall notify the Assistant Director Human Resources, Advisory Services~~Director of Human Resources~~ and the Association of the result of this discussion. ~~The employee shall complete the section of the grievance form headed 'details of complaint stage'.~~ If at any point in the informal grievance process ~~either Party or the member~~the Association determines that the informal process has failed, a Stage 2 grievance may be filed. ~~If the grievance is settled by the informal process, all decisions, agreements and resolutions shall, if the parties, agree be committed to writing and a copy shall be provided to CUASA. 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.~~ **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 ~~deanDean/~~ ~~director/~~University Librarian in writing (with a copy ~~to the Association and~~ to the ~~Asst~~Assistant Director Human Resources, Advisory Services) on the grievance form provided by the employer for that purpose. The 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
- (iv) the article(s) of this agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.

(b) ~~The employee~~ The CUASA Grievance Chair or ~~delegate designate~~ ~~[we would like to change this to designate to match below]~~ shall sign the form and ~~, with or without an Association representative,~~ shall ensure its transmittal to ~~his/her dean/director/librarian the relevant Dean/University Librarian or the, Asst Assistant~~ Director, Human Resources, Advisory Services or designate, ~~Vice President, or Head of Human Resources or other Alternatively,~~ the employee may request an Association representative to present the signed grievance form to the dean/director/librarian on his/her behalf. The employer representative dean/director/librarian 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 to 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 respond within ten (10) working days from receipt of the grievance,~~ ~~If the Employer fails to meet these deadlines the Association shall have the right to take the grievance to Stage 3.~~ **The union/Association will respond and participate expeditiously in the process.** ~~If the Union fails to attend or participate in a meeting within the timelines provided, the Employer may deem that the grievance is abandoned. If the Union fails to attend or participate in a meeting within the timelines provided, the Employer may deem that the grievance is abandoned.~~ No more than five (5) working days following receipt of the grievance, the employer shall disclose and provide to the Association all relevant documents. Disclosure is subject to a claim of confidentiality made by the participant who possesses the document or has it within his or her power, custody, or control. A claim of confidentiality can relate only to potential prejudice to another party.

(c) Stage 3

If the decision at Stage 2 does not resolve the grievance, the Association may refer the matter to a Grievance Sub-Committee (as per Article 30.6) within ten (10) working days from the date of receipt of the Stage 2 decision ~~or the final date by which the employer ought to have responded in the event of the employer's failure to respond,~~ ~~or the association has failed to attend a meeting, or the Association was unable to attend a meeting.~~ The appeal shall be in writing and shall include a copy of the grievance filed in Stage 2, a copy of any decision of the ~~dean/director/librarian~~ Dean/University Librarian and a statement of the reasons for the disagreement with the decision.

Within five (5) working days of the receipt of the appeal, the Grievance Sub-Committee shall call a meeting with representatives of the Association and the employer. The Association representatives shall make representations on behalf of the employee. No more than five (5) working days following receipt of the grievance by the Grievance Sub Committee, the employer and Association shall disclose and provide to each other the all relevant documents upon which they will rely in their submission to the Grievance Sub-Committee. Disclosure is subject to a claim of confidentiality made by the participant who possesses the document or has it within his or her power, custody, or control, and will be respected.

Such meeting shall be convened within ten (10) working days of being called. The Grievance Sub-Committee shall assist the parties in their efforts to resolve the alleged grievance through fact-finding and negotiations. The Grievance Sub-Committee shall at the request of the parties render a written report setting out recommendations for resolution of the grievance within thirty (30) ten (10) working days of its final meeting with the parties.

(d) Stage 4-Binding Arbitration

If the efforts of the parties at Stage 3 to resolve the grievance are unsuccessful, the Association ~~or the employer~~ may, within ten (10) working days of the completion of the discussions within the Grievance Sub-Committee or if the Grievance Sub-Committee fails to call a meeting, or deliver its written report within the time-lines outlined above or the receipt of its written report, submit the matter to binding arbitration. The Association shall notify the employer in writing of such action. ~~The Association shall notify the employer in writing of such action.~~ At the point of referral, e

Jerry Tomberlin
For the Employer

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For the Association

Date