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## CUASA Office Staff

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## Judicial Review affirms the arbitrator's award to Samuel Bottomley

**On Monday October 3<sup>rd</sup>, 2011 a Judicial Review of Mr. Bottomley's case was decided in favour of CUASA and against the employer!**

Mr. Samuel Bottomley was first hired by Carleton University in 2004 on a one year contract, which was then renewed annually, in 2005, 2006, and 2007. In November 2007 the employer informed Mr. Bottomley that his contract would not be renewed, after June 30, 2008. On June 10, 2008, Mr. Bottomley went on sick leave. The employer paid sick leave, but refused to continue to pay past June 30, despite the Collective Agreement, which provided him with a right to 180 days sick leave, to bridge him to LTD.

CUASA took the matter to arbitration, and in a decision dated March 16, 2010 Arbitrator Owen Shime found in favour of CUASA and Mr. Bottomley. Arbitrator Shime found that Mr. Bottomley was entitled to 180 days of sick leave.

The employer did not accept Arbitrator Shime's decision and applied for a judicial review of the award, and applied to have the court rescind the award.

Despite efforts by CUASA to find a settlement in advance of judicial review which would have seen Mr. Bottomley receive payments for sick leave, the employer refused to settle. The employer insisted that the principle was so important that they could not accept Arbitrator Shime's decision.

On Monday, October 3, 2011 the case was heard before Justices Valin, Belch, and Rady, who decided in favour of CUASA and against the employer. Mr. Bottomley will receive his 180 days sick pay, a full three years after having gone on sick leave. The Justices also awarded CUASA costs of \$7,000.00 as the winning party.

**In conclusion, the principle that CUASA affirms is that employees, whether preliminary, tenured, term, full time or part time have the right to the benefits to which they are entitled under the Collective Agreement. The principle that CUASA affirms is that employees who fall ill are entitled to be treated with dignity and respect. Now that the court has affirmed this principle CUASA expects that the employer will abide by the letter and the spirit of the law.**

## The Report on International Recruitment -- Office of the Provost and Vice-President (Academic)

The Report on International Recruitment was presented "for consideration by the Carleton Academic Community" on September 15<sup>th</sup>, 2011. The report is the work of the Working Group on International Recruitment (WGIR) and is a comprehensive assessment of the International Student Recruitment Task Force that recommended that Carleton "consider a partnership with a private company (in this case, Navitas) to establish an international student pathway or foundation program that would significantly increase the number of international students at Carleton." The conclusion of the 23-member WGIR was that while Navitas was found to be a reputable company and received positive answers on a set of review questions, it was not judged to be an appropriate direction for Carleton to take. The rejection centered around Carleton's growing "reputation" and on the loss of a level of control should the university enter into any such agreement. The WGIR recommended instead that the university expand the use of agents for recruitment, find ways to help manage the numbers and distribution of international students across various programs and that it encourage expansion of the School for Linguistics and Language Studies foundation program.

**CUASA is in firm agreement with the conclusions of the report. It is to be hoped that the current discussions with faculty and Senate on the report's recommendations will be accepted and that the Provost will concur and endorse the recommendations when he presents his final recommendations to Senate.**

### **Sunday disaster...**

Over the weekend of October 15/16th, CCS inadvertently pushed Windows 7 out to a large number of computers on campus. This was not part of the deployment plan, which has resulted in data loss, poor performance or an inability to run some specialty software on the machines affected.

CUASA is concerned that there was no advance warning given to pertinent support staff that the upgrade would occur, that precautions were not put in place, that faculty data has been irretrievably lost and that one lab is reporting significant equipment damage.

**CUASA urges that CCS respond quickly and that the response acknowledge faculty and administrative priorities. CUASA reminds its members of its rights under Article 6 of the Collective Agreement.**

### **Collective Bargaining**

CUASA's bargaining team is in place and is prepared to begin bargaining early. This has been expressed to Management and CUASA is now awaiting a response.

The Collective Bargaining Committee would like to take the time to thank everyone who took the time to fill out the bargaining survey. Your input is valuable to us.

### **Tenure and Promotion**

Another reminder that the language on Tenure and Promotion has not changed. For more information, CUASA members are referred to the appropriate sections in the current Collective Agreement in Appendix A <http://www.cuasa.ca/agreement/agreements/sApxA.html#s156>. B1-B3 pertain the Departmental Committee, composition, process and procedures and are reproduced here for convenience:

#### **Tenure: Departmental Committee**

##### **B1**

By a method to be determined by the department, each department<sup>2</sup> shall establish by September 30 in each year a committee on tenure. The committee shall consist of the chairperson of the department and at least four other faculty members, and it shall be as representative as possible of the ranks and areas of interest in the department, including non-tenured members. The chairperson of the committee shall be chosen through a procedure specified by the department. The committee may co-opt members from other departments.

##### **B2**

The committee is charged with full responsibility for making a thorough attempt to obtain and consider all information which is necessary to make an informed decision on a candidate's position regarding tenure. The committee shall examine all relevant documents including the candidate's curriculum vitae; such published work of his as is available; a detailed written statement about the candidate's teaching which shall be presented by the departmental chairperson and shall be based upon all relevant sources; and the departmental chairperson's appraisal and recommendation on the award of tenure. A candidate for tenure shall be invited to present to the committee either orally or in writing any information which he considers relevant to the decision. An observer nominated by the Carleton University Academic Staff Association may be invited to attend any meeting of the committee to which the candidate is invited if the committee or the candidate so requests.

##### **B3**

The committee shall prepare a statement, signed by all the committee members, of its recommendation and the reasons for it. Any disagreement within the committee concerning its recommendation shall also be described in the statement. By October 31, this statement, along with all relevant supporting documents, shall be sent by the committee chairperson to the Dean within whose jurisdiction the department in question falls for use of the Faculty (or Divisional) committee on tenure. At the same time a copy of the statement shall be made available to the candidate and to the President.