

IN THE MATTER OF AN ARBITRATION

B E T W E E N:

LAURENTIAN UNIVERSITY

(THE "EMPLOYER")

-AND-

THE LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

(THE "ASSOCIATION")

Re: Grievance 2020-16

Arbitrator: William Kaplan

Appearances:

For The Employer: Mr. Michael Kennedy, Marc Sani and Shawn Frappier

For The Union: Mr. David Wright and Linda St Pierre

Award issued in Toronto on November 17, 2020

THE AWARD

This Award relates to a June 30, 2020 policy grievance (2020-16) filed by the Association.

The matter came before me on November 17, 2020, and concerns the assignment of teaching related to a Centre of Academic Excellence (“CAE”) course. The parties have a series of ongoing disputes related to the assignment of CAE courses to a Senior Academic Administrator absent the mutual agreement of the parties. In this particular case, the Union alleges that the University is in non-compliance with both Article 2.20.2 of the collective agreement and the terms of a 2017 award in which the University was ordered to cease and desist from assigning teaching to Senior Academic Administrators in the future without having first entered into an MOA with LUFA. .

In light of the fact that there was no need for *viva voce* evidence, the parties agreed to proceed by way of mediation/arbitration.

Having heard the submissions of both parties, it goes without saying that compliance with collective agreement terms, settlements and awards is the cornerstone of labour relations. This is particularly true where a prior award includes a cease and desist order. Non-compliance with a cease and desist order is particularly egregious.

The University is not in compliance with either obligation and it is understandable why the Association is frustrated.

In the circumstances of this case, I award as follows:

The University is ordered to strictly comply with article 2.20.2 and is to cease and desist from assigning teaching workload to Senior Academic Administrators without the agreement of LUFA.

The University is directed to pay each of the five faculty members who taught a session of the CAE course \$1,000, less statutory deductions and union dues. This exceptional remedy is fully justified by the circumstances of this case.

I remain seized with respect to any dispute regarding the interpretation or implementation of this Award. Legal obligations and settlements, and in particular cease and desist orders, must be complied with and I expect the terms of this Order to be complied with so that I do not have to determine the consequences of any further breach.

The Award is issued in Toronto, this 17th day of November, 2020.

“William Kaplan”

William Kaplan, Arbitrator/Mediator