



Grievance Form

Grievor's Name:

WUFA

File # 0838

Date Grievance is first known

December 22, 2009

Type of Grievance

Policy Grievance

1. Nature of Dispute

Failure to respect the employment equity purpose of Article 30 of the Collective Agreement. Failure to inform WUFA in a timely manner of a decision made under Article 30 of the Collective Agreement. Failure to abide by the requirements of Senate By-law 20.

2. Section (s) of Agreement Violated

Articles 30, 50, 6, and any other articles that may apply.
Senate By-law 20.

3. Facts of the Case

By letter from the Acting Provost and Vice-President Academic dated November 13, 2009, WUFA was informed of a tenure-track appointment in the Faculty of Law beginning July 1, 2010. This appointment was made without proper posting of the position as required by Senate By-law 20. The waiver of the job posting granted to the Faculty of Law by the Acting Provost under Article 30 of the Collective Agreement meets neither the employment equity purpose nor the exceptional circumstances requirement of this provision.

By letter from the Acting Provost and Vice-President Academic dated December 21, 2009, WUFA was informed of 3-year Limited Term Appointment in the Odette

School of Business to begin January 1, 2010. This appointment was made without proper posting of the position as required by Senate By-law 20. The waiver of the job posting granted to the Odette School of Business by the Acting Provost under Article 30 of the Collective Agreement meets neither the employment equity purpose nor the exceptional circumstances requirement of this provision.

4. Remedy Sought

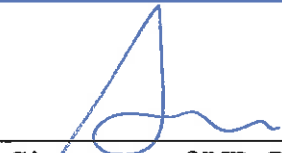
- (i) A mutually agreed upon definition of what constitutes an employment equity hire under Article 30 of the Collective Agreement; in the alternative, a declaration that these appointments are contrary to the University's Employment Equity Program.
- (ii) Affirmation of WUFA's right to be informed of any waiver under Article 30 prior to the granting of such waiver.
- (iii) Make the University of Windsor Faculty Association and its membership whole.
- (iv) All other appropriate declaratory or other relief to give proper effect to the provisions of Article 30 generally and Clause 30.06 specifically.

Progress


Step 1 N/A

Step 2 N/A

Step 3 Delivered/Mailed to: Dr. Bruce Tucker
Associate Vice President Academic Affairs by the Faculty Association on



Signature of VP Grievance



Date

c.c. Faculty Association