

# Association of University and College Employees

December 7, 1977

PERSONAL & CONFIDENTIAL

Mr. Arnold M. Abramson  
c/o MacMillan Bloedel Ltd.  
26th Floor, 1075 West Georgia Street  
Vancouver, B. C.  
V6E 3R9

Dear Mr. Abramson:

Re: Kevin Grace - Job Description Grievance

We are writing to advise you that the Union no longer wishes to pursue the arbitration of the above matter.

The Hearing of this arbitration began on September 7, 1977. The hearing was quickly aborted because you felt it necessary to adjourn to receive written submissions as to whether the "Question" between the parties should be formulated in advance of the hearing of evidence. The Union took the position on September 7th and in its written submission that it was unnecessary to formulate the question in advance. The University abandoned the position it had taken on September 7th that the formulation of the question was necessary in advance of the hearing of evidence. The arbitration was set to continue on November 22, 23 and 24. Meanwhile however in the third week of October you called the Union and demanded payment of an account in connection with another arbitration, the Employee File arbitration. The hearing of that arbitration had also taken place on September 7th. The Award was published on September 19, 1977 and your account was rendered at that time. In your conversation with the Union on October 18th you stated that unless your account was paid the continuation of this arbitration would be adjourned. You also stated that you found the Union's procedures for paying its accounts to be a ridiculous way to run a business.

The Union forwarded payment to you for the Employee File Award by cheque dated November 5. That payment crossed in the mail with a letter from you dated November 8, 1977 saying again that unless the Employee File account was paid in full before November 18 you would adjourn this arbitration sine die.

In a letter dated November 15, 1977 the Union apologized for the delay in settling its accounts and stated at that time that we were concerned that your letter to us concerning the account might have a



prejudicial affect on this arbitration. We advised you at that time that we no longer wished to retain your services for that reason. You replied by telephone that you would not consider removing yourself as an arbitrator without a ruling from the Labour Relations Board. Therefore, at the resumption of the arbitration Mr. Grace, for the Union, formally requested that you disqualify yourself as arbitrator on the grounds of a reasonable apprehension of bias. Mr. Mitchell, for the University, took the unexpected position that you as arbitrator had no jurisdiction to disqualify yourself and that the jurisdiction to rule upon an apprehension of bias of an arbitrator rested exclusively with the Labour Relations Board under Section 108 of the Code. You refused to withdraw but adjourned the hearing so that the Union could consider whether or not it wished to seek a ruling from the Labour Relations Board under Section 108 of the Code. You did not find it necessary to decide whether you had jurisdiction to disqualify yourself, nor whether or not the Union had a reasonable apprehension of bias. However, you did observe the Union would be at least under the impression that it would not get a fair hearing if you refused to disqualify yourself.

The Union has considered the cost and the inevitable delay involved in an appeal to the Labour Relations Board pursuant to Section 108 of the Code. Upon a successful appeal the arbitration of this grievance would have to begin all over again in front of another arbitrator. In light of the cost and the delay which is involved, the Union has decided against that course of action.

The Union however is convinced that it will not receive a fair hearing of this grievance before you, in light of the circumstances to date and in light of your conduct of this arbitration. Therefore, the Union has decided to withdraw from this arbitration.

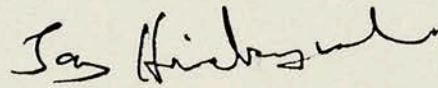
The fact that the Union is abandoning the Kevin Grace Job Description Grievance is not to be construed as an abandonment by the Union of its rights under the collective agreement, which rights were in issue in this arbitration. On the contrary, the Union asserts and will continue to assert its rights under Article 31 and related articles of the collective agreement.

Barbara Findlay, the Union's lawyer, attempted to contact Keith Mitchell, counsel for the University, to advise him of our course of action by telephone today. However, she was advised that he is in Ottawa until Monday. We are forwarding to him a copy of this letter.



In light of the foregoing could you please render your account to us at your earliest convenience. Thank you in advance.

Sincerely,



Jay Hirabayashi  
Union Organizer  
A.U.C.E., Local 1

c.c. A. Keith Mitchell  
R. A. Grant, UBC Employee Relations  
W. L. Clark, UBC Employee Relations  
Kevin M. Grace