

Definition 1: Status Quo

Article 10

Reiterate proposal of 22 September 2010 with one addition:

If negotiations conclude with a tenure time-line longer than status quo, Article 21.1 (c) must be deleted.

This Article 26 proposal is contingent on employer agreeing to 06 October 2010 CUASA proposals for tenure and Article 41.1-41.4

Article 26: Teaching Evaluation

- 26.1 The purpose of this Article is to provide regulations for the implementation of the objectives of Senate's policy on Teaching Evaluation, as adopted at meetings held on October 26th, November 24th and December 6th, 1976.
- 26.2(a) A primary purpose of any teaching evaluation is that of self-development and improvement.
- (b) Teaching effectiveness may be evaluated by student questionnaires and by academic peers, so long as such evaluations are in accord with the regulations below and with other provisions of this Collective Agreement.
- (c) Student Teaching Evaluations will be supervised by individual departments or schools and all originals shall be returned to the instructor and only summaries which conform to the provisions of this Article may be used for any purpose.
- 26.3 Student Evaluations
- (a) Student evaluations shall be obtained through questionnaires, administered in such a way as to afford all the students in a given course or class a reasonable chance to respond. **The format and, content and topics addressed on questionnaires and the mode of delivery of such evaluations shall be approved by the JCAA.**
- (b) The reverse side of each questionnaire shall be provided for students to make detailed written comments. The sole purpose of these comments is to assist the instructor in evaluating all aspects of the course. These comments shall be returned unexamined to the instructor in accordance with (d) below.
- (c) Up to twenty (20) minutes of scheduled class time, in the last two (2) weeks of a course, or of an employee's involvement in a course where such involvement is less than a full term or academic year, may be used for filling out questionnaires. Questionnaires shall be administered by a student selected by the instructor. Instructors shall not be present while questionnaires are being filled out. No questionnaire shall contain any indication of the identity of the student filling it out. After questionnaires have been completed, they shall be placed in a sealed envelope, which shall not be opened until final grades for the course have been approved by the appropriate dean.

- (d) At the same time as questionnaires governed by this Article are distributed, an instructor may distribute additional questions in written form. Responses to such questions shall be collected by the administering student with the questionnaire, and placed in the same envelope. When the envelopes are opened, responses to such questions shall be returned unexamined to the instructor who distributed them, and, as required by Article 16, may not be used by anyone except the instructor concerned, for any purpose except to provide guidance to the instructor.
- (e) The responses to student questionnaires shall be opened and aggregated by the Office of Institutional Research and Planning in such a way as to present a fair and accurate picture of the opinions of the respondents.
- (f) Where data from student questionnaires are used, a mean, standard deviation, frequency distribution, and number of eligible respondents shall be provided.
- (g) Before data derived from student questionnaires are used, they shall be presented to the instructor concerned, complete, in accord with the provisions of this Article and in written form, sufficiently in advance of their being used for any purpose to allow an instructor to respond to them in writing.

26.4 Peer-Evaluation

- (a) Where evaluations of teaching effectiveness by academic peers (i.e. other teaching employees) are used, they shall (except as allowed by Article 26.4(b)) be restricted to consideration of the topics identified in Article 26.3(a), but need not include consideration of all of them. Any such evaluation shall be written and signed, and shall clearly identify which of the topics is being considered.
- (b) Peer evaluations may also consider the extent to which the methods and material used by an instructor achieved the objectives of the course as identified by the instructor, provided such evaluations do not violate Article 4, Academic Freedom.
- (c) Peer evaluations shall contain a written statement of the evidence on which the evaluations were made and the circumstances in which the evidence was collected. Only evidence which is reasonably reliable and reasonably indicative of the characteristic being evaluated may be used.
- (d) Peer evaluations shall be presented, complete, in accordance with the provisions of this Article, and in written form, sufficiently in advance of their being used for any purpose to allow an instructor to respond to them in writing.

26.5 Subject to the provisions of Article 26.7 evaluations of teaching effectiveness which meet the requirements of this Article may be used in consideration of renewal of

appointment (Articles 6 and 9), tenure (Article 6), or confirmation (Articles 11 and 12), promotion (Article 10), ~~or denial of increments (Article 41)~~ provided for in this Collective Agreement.

- 26.6 All evaluations of teaching used for purposes of career decisions shall meet the requirements of this Article. Evaluations of teaching used for other purposes shall be used only with the permission of the employee.
- 26.7(a) Student teaching evaluations shall be conducted in all courses having enrolments of five (5) or more students.
- (b) Student teaching evaluations compiled before the date of ratification of this collective agreement shall not be used in any career decisions without the express written consent of the instructor, unless such evaluations are of courses designated pursuant to Article 26.7(b) of the collective agreement signed on April 11, 1989.
- (c) the data from all courses shall be compiled to determine department, faculty and University norms as required;
- (d) at the beginning of the academic year, each instructor will designate at least two (2) courses for which the evaluations may be used for career decisions in accordance with Article 26.5; in exceptional circumstances and with the agreement of the dean, the instructor may, at least two (2) weeks before the end of classes, change the above designation of courses;
- (e) where possible, at least one of the designated courses shall be a course having an enrolment of at least twenty (20) students;
- (f) the data derived from the evaluation of courses not so designated shall be returned directly to the instructor after FGR's are complete; and,
- (g) nothing herein shall prevent an employee from placing on his/her personnel file evaluations from courses other than those designated pursuant to (c) above, and requesting that these additional evaluations be considered in career decisions in accordance with Article 26.5.

30.12 Appointment of Arbitrator

Delete: Arthur M. Kruger, D.M. Beattie

Add: Ken Swan, Paula Knopf, Kevin Burkett, Pamela Picher.

Status Quo on remainder of Article 30.12

This Article 37 proposal is contingent on employer agreeing to 06 October 2010 CUASA proposals for tenure and Article 41.1-41.4

Article 37: Term Appointments

37.1 An appointment may be made in the term category in the following circumstances:

(a) where there is a position exclusively associated with particular non-recurring programs or situations, including the replacement of an employee on leave or the temporary filling of a vacant position while a competition is still open;

(b) in the case of an individual of recognized distinction in his/her field who is on temporary leave from another position outside the University (Visiting Professors);

(c) where there exists a position associated with an instructional program which is self-funding (i.e., funded from student fees), or funded to the extent of at least 50% from sources outside the University's normal operating funds;

(d) when vacancies occur or new positions are created as a direct result of:

(i) the development of a new program;

(ii) the modification of an existing program;

(iii) the resignation of an employee first notified to the employer between June 1st and September 1st of any year, providing that the term replacement is appointed with an effective date between June 1st and December 31st of that year;

(iv) a Senate declaration that a program is established on a probationary basis (i.e., subject to review), and only for that specified period of the probation.

The creation of term positions under (i), (ii), and (iv) above must occur within two years of the creation, modification, or identification of the probationary status of programs.

(e) A term appointment may also be offered to an employee on preliminary appointment as an alternative to the granting of tenure, in accordance with the provisions of the Tenure and Dismissal Document.

37.2 A term appointment may be for a period of six months, one, two or three years, except where CUASA agrees to a variation through an MOA. Additionally no term appointment involving teaching for one semester shall be for fewer than six months;

term appointments involving teaching for two semesters per year shall be for no fewer than twelve months. ~~of any duration, except that:~~

~~(a) it shall be limited by the maximum time limits governing consideration for tenure or confirmation;~~

~~(b) only for a position consistent with the conditions of Article 37.1(a), (b), (c), or (d) (iii) may it be made for a period of less than one (1) year; and,~~

37.3 An employee holding a term appointment may be granted a renewal of term appointment or a preliminary appointment without the requirement for external advertisement and competition. Such renewal or conversion shall be subject to the procedures for recommending appointments in the appropriate academic unit or subunit.

(a) (i) While a term appointee cannot assume renewal of his/her contract, renewal shall take place if:

(1) there is a further need for the same type of employee, and

(2) where the position has been advertised, his/her qualifications and experience are demonstrably equal to those of the best external applicant who meets the requirements of the position.

(ii) If the position to which an employee is appointed for a one-year term becomes available for a second year or longer the employee shall be notified in writing by the appropriate dean within one (1) month of the availability becoming known and, in any case, prior to March 1 and invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the current academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.

(iii) If the position to which an employee is appointed for a two (2) or three (3) year term becomes available for a period longer than the period of the initial appointment term, the employee shall be notified in writing by the appropriate dean by December 15 in the final year of his/her term or within one (1) calendar month of the availability of the position becoming known, whichever is later, and in no case later than March 1, and be invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the same academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.

(iv) In the event that such notification is made after March 1 the incumbent shall be reappointed, if he/she so desires, and the advertisement and open competition deferred until

a subsequent year, should the position continue to be available.

(v) In any of the above cases, the employee shall have ten (10) working days to respond. A non-response shall be interpreted as indicating a decision not to stand for reappointment.

(vi) An employee shall not be required to compete for the position more than once after the initial competition for an appointment.

(b) When an employee is considered for a renewal of a term appointment, such consideration shall include reference to academic employees performing similar work, and comparison with other employees of comparable experience.

~~(c) An employee employed under successive term appointments must in the fifth (5th) year of such employment be considered for tenure or confirmation.~~

(c) An employee who serves in a term appointment for a total of more than 36 months shall be offered a tenure-track appointment or a preliminary appointment for Librarian and Instructor employees, and be eligible for renewal, confirmation and/or tenure in accordance with the time lines and procedures contained in Articles 10,11,12. In such cases, the member shall receive credit for all years of service for determining annual leaves, sabbaticals and promotions.

(d) If a term appointment is not to be renewed, the employer shall notify the employee, in writing, at least six (6) months in advance of the termination date. If the reason(s) for termination are other than those implicit in the letter of appointment they shall be stated.

37.4 Terms and conditions of employment for term appointees shall be the same as for other employees as specified in this Collective Agreement except for the Pension Plan which is specifically restricted with respect to term appointees whose appointment is limited to less than twelve (12) months. If a term appointee has less than a full workload or a term of less than a full year, the salary and other compensation shall be correspondingly prorated. Visiting professors eligible for or receiving similar benefits elsewhere, shall not, as a condition of employment, receive employee benefits, other than the agreed salary, at Carleton University.

37.5 Compensation and workload for term appointees shall be as specified in this Collective Agreement.

(a) For term appointments of less than one (1) year, both compensation and workload shall be prorated by reference to similar employees performing similar work and employed on appointments of one (1) year or longer. Anyone on term appointment for less than one (1)

year who is rehired shall be deemed to be a continuing employee in the context of the Collective Agreement.

(b) Visiting professors, as defined in Article 37.1(b) shall be exempt from the provisions of Article 37.5(a).

(c) All term appointees shall be eligible for leaves and all employee benefits (except where prohibited by the plan), and the established cost-sharing arrangements, with the single exception of visiting professors as described in Article 37.4 above.

37.6 In departments or equivalent where a preliminary or permanent position is to be filled, a term appointee then employed by the University shall be given preference over any other applicant from outside the University, providing that his/her qualifications and experience are demonstrably equal to those of the best external applicant who meets the requirements of the position.

37.7 Years of service accumulated on term appointments shall be counted in the same way as years on preliminary appointment for purposes of consideration for tenure, confirmation, and promotion.

37.8 Whenever possible, letters of appointment of term appointees shall be issued at least two (2) months prior to the date of commencement of duties and in all cases shall be specific as to terms and conditions of employment.

Move Appendix A, A1, A2, suitably edited to Article 9.

Article 40: Benefit Plans

~~Eligibility for membership in all employee benefits plans set out in Article 40 ceases when employment ends, unless stated otherwise in this collective agreement or in the benefit plan(s).~~

Note: 40.09 is open and being discussed and CUASA has reserved on remainder of Article 40.

Article 41: Career Development Increments

41.1 Purpose

The purpose of the Career Development Plan is to provide progression through the ranks, recognized by an annual salary increment, in the career of a member of the academic staff. A CDI shall be awarded to every employee as of April 30th, of each year, including those on sabbatical, Leave of any type, or LTD.

41.2 (delete)

41.3 (delete) except keep 41.3 (j) (i) and (ii). In 41.3 (j) (iii) delete “unless denied”

41.4 (delete)

41.5 reserved