

**CARLETON UNIVERSITY'S
PROPOSALS
FOR COLLECTIVE BARGAINING
WITH
THE CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION
(CUASA)**

October 18, 2010

EMPLOYER PROPOSALS October 18, 2010

This package sets out the Employer's bargaining position on the articles included in this package as of this date. The Employer reserves the right to amend its position, including the right to add, modify or delete any proposals if not accepted in its entirety.

Article 4: Academic Freedom

CURRENT LANGUAGE

4.1 The common good of society depends upon the search for truth and its free exposition. Universities with academic freedom are essential to these purposes both in teaching and scholarship/research. Employees are entitled, therefore, to:

- (a) freedom in carrying out research and in publishing the results thereof,
- (b) freedom in carrying out teaching and in discussing his/her subject and,
- (c) freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for truth.

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Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for truth. **Tenure and dismissal are related to each other, and both are related to academic freedom, which is a right of all faculty members. The right to freedom is, generally, the right not to be interfered with. A faculty member's right to academic freedom is his right not to be interfered with in the discharge of his academic role. That role includes the acquisition of knowledge and skills and the guidance of others in the acquisition of these. The right to**

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academic freedom includes, accordingly, the right of a faculty member to criticize the university in any respect in which it is an environment unfavourable to these ends to advocate changes which will make it a more favourable one, and to oppose changes which will make it a less favourable one. It also includes the right of a faculty member to investigate, to teach and to publish as well as to criticize any aspect of learning or society insofar as doing so is compatible with his academic obligation to discharge the academic role in a responsible way. The principle of appointments with tenure is an important safeguard of the right to academic freedom, thus understood.

Note: the additional wording of this proposal is taken directly from the preamble of Appendix A.

~~Delete: Academic freedom does not confer legal immunity; nor does it diminish the obligation of employees to meet their responsibilities to the employer, including those set out in Article 15.~~

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Article 14: Technology Transfer, Patents And Copyright

Without prejudice, the Employer withdraws its Article 14.4(d) proposal dated 17 May 2010.

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ARTICLE 15: RIGHTS AND RESPONSIBILITIES

Articles 15.2(f) and 15.3(b)

- Rights and Responsibilities of Faculty Employees as Teachers**
- Rights and Responsibilities of Instructor Employees**

The Employer agrees with CUASA's proposals dated 22 September 2010.

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Article 15.4 Rights and Responsibilities of Professional Librarian Employees

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The Employer will agree to CUASA's Article 15.4(f) proposal dated 11 June 2010 provided CUASA agrees to withdraw its Article 13.3(a)(iii) and (iv) proposals dated 17 May 2010 and accepts the Employer proposal dated 21 June 2010.

13.3 Librarian Workload

(a) Duties

- (iii) A professional librarian employee may devote time during working hours to **research and/or** professional development activities in accordance with Article 15.4(c).
- (iv) Leave to engage in professional development activities shall be subject to agreement between the professional librarian employee and the University Librarian or his/her designate. Such leave shall not be unreasonably withheld. **It is expected that any research activity would normally be conducted during approved sabbaticals in accordance with Article 21(2). However, with permission, employees who need to engage in research activities and training during working hours may apply to the University Librarian or his/her designate.**

- 15.4 (f) Professional librarian employees, if involved in scheduled work-related activities shall not normally miss, cancel or terminate such scheduled activities except in the case of sudden illness or emergency and even in such cases shall make every effort to give notification. **In other circumstances, subject to the approval of the appropriate section head, arrangements for rescheduling or for a substitute must be made in advance of missing schedule work-related activities.** Adequate notice shall be given of any re-scheduling of cancelled activity.

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15.7 Rights and Responsibilities as Members of the Learned Professions and of the Community at Large

Without prejudice, the Employer proposes status quo for Article 15.7.

The Employer will agree to withdraw its proposal dated 17 May 2010 regarding the procedures for reporting outside professional activities provided CUASA agrees to withdraw its Article 15.7 proposals dated 7 September 2010.

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Article 21: Sabbaticals

CURRENT LANGUAGE

21.3 (g) Status quo

Without prejudice, the Employer withdraws its proposal to amend Article 21.3(g) dated 17 May 2010 regarding a full-time commitment to scholarly/research work during sabbatical.

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CURRENT LANGUAGE

- 21.4 (f) An employee who takes a sabbatical will normally return to service at Carleton University.

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- 21.4 (f) **Employees have an obligation to return to the service at Carleton University for a period of not less than one year following any sabbatical leave, it being understood that this condition will not apply to an employee whose return from sabbatical leave coincides with the beginning of retirement. In the event the employee does not return to Carleton University for the required period, the employee will reimburse the employer at the rate of one-twelfth of the employee's ~~nominal salary~~ sabbatical stipend for each month of the one-year period not served.**

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Article 26: Teaching Evaluation

CURRENT LANGUAGE

Article 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.
- (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.

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- (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.

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