

**CARLETON UNIVERSITY'S
PROPOSALS
FOR COLLECTIVE BARGAINING
WITH
THE CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION
(CUASA)
September 29, 2010**

EMPLOYER PROPOSALS September 29, 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.

Delete the following portions of the Collective Agreement:

- Articles 6.2(a) and (b);
- Article 10;
- Appendix A;
- Appendix B;

Include the dismissal portions of Appendix A, specifically paragraphs C1 to C15, in the body of the Collective Agreement in Article 6.2.

Amend any other articles in the Collective Agreement that refer to tenure or promotion and adjust accordingly to comply with the following Article 10.

NEW:

Replace Definition #35 with the following:

"Tenure" means permanency of appointment including the right to fair consideration for increases of responsibility and salary, and for promotions in rank, and the right of a faculty member to continue as such until resignation, retirement, lay-off due to financial stringency and program redundancy, death or dismissal for just cause.

NEW:

The Employer wishes to discuss how to transition to the new Tenure and Promotion procedures.

- **The new process would be effective July 1, 2012 with no change for this year;**
- **current preliminary employees can apply for tenure and promotion in their third year if they wish;**
- **effective July 1, 2012, all preliminary employees will be eligible to take up to six years to apply for tenure and promotion or they may choose to apply earlier if they wish**

EMPLOYER PROPOSALS September 29, 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 10: Tenure and Promotion

10.1 Consideration of Faculty Appointments without Tenure

- (a) An appointment without tenure shall be stated to be either a term appointment, a probationary (tenure-track) appointment, or a preliminary (tenure-track) appointment.
- (i) A term appointment is one made without expectation of renewal. The length of a term appointment shall be from one (1) to a maximum of three (3) years. The maximum duration of a term appointment is three (3) consecutive years of full-time employment, exclusive of extensions granted for other reasons, such as parental leave, and not counting periods of unpaid leave, from the date of the term appointment.
- (ii) A probationary appointment is one made where there is a specific requirement, such as the completion of a doctoral degree or some other required credential or professional designation. Such requirements shall be clearly stated in the letter of appointment. The length of a probationary appointment shall be from one (1) to a maximum of three (3) years. If the requirement is successfully achieved, subject to satisfactory performance, a probationary appointment will be converted to a preliminary appointment.
- (iii) A preliminary appointment, is an appointment made for a stated period, normally three (3) years. A preliminary appointment is one made in expectation that, subject to satisfactory performance, it will be renewed and at some time be succeeded by an appointment with tenure if such an appointment is merited. Normally, for those initially appointed at the rank of Lecturer, Assistant, Associate or Full Professor, renewal of preliminary appointment shall not be for more than a total of six (6) years, including any years served on a probationary appointment.
- (b) The Dean will meet with each faculty employee on a probationary and preliminary appointment, within the faculty employee's first six (6) months of appointment and will discuss the approved criteria with respect to renewal, the granting of tenure and promotion. A written statement indicating that the meeting has taken place will be signed by the Dean and the faculty employee and placed in the faculty employee's file.
- (c) The holder of a probationary **or preliminary** appointment shall be formally considered for renewal in the final year of the probationary **or preliminary** appointment, unless the requirement(s) as stated in the letter of offer have been met by the probationary employee

EMPLOYER PROPOSALS September 29, 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.

prior to the end of the probationary period or unless the preliminary employee is in their sixth year and is being considered for tenure. Normally a probationary appointment shall not be renewed if the requirements have not been met, however, a short extension of not more than six (6) months may be granted by the Provost and Vice-President (Academic) on recommendation of the Dean and where there is a clear plan for completion of the requirement(s) within the period of the extension.

- (d) **Renewal of probationary or preliminary appointments shall be granted when there is clear evidence of a commitment to academic excellence, some demonstrated professional growth, and the prospect (based on the record of accomplishments to date) of future development, as reflected in the following:**
- (i) **effective performance as a university teacher at all levels including advising and supervision of undergraduate and graduate students, as appropriate for the candidate and their academic unit;**
 - (ii) **a record of research, scholarship, and/or creative achievement as appropriate for the field of expertise, including published work assessed by peer review, and where appropriate, external grants and industrial research and development contracts, demonstrating potential for a successful career as a professor and established scholar;**
 - (iii) **a record of service to Carleton University, such as administrative and committee duties and other professional activities which contribute to the operations or the public stature of Carleton University;**
 - (iv) **a record of service to society which may include extension activities; consultancies or collaborations with governments, international development agencies, communities, or the private sector or participation in scholarly and professional organizations and other activities which further the University's mission of service to society.**

In judging whether the performance of a probationary or preliminary employee in each of the areas of responsibility is more than satisfactory, satisfactory, or less than satisfactory, the judgments shall be made relative to the levels of performance normal for an individual of the same rank and experience performing similar tasks in similar areas of responsibility.

EMPLOYER PROPOSALS September 29, 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.

- (e) The maximum duration of a combination of preliminary and probationary appointments is six (6) consecutive years of full-time employment, exclusive of extensions granted for other reasons, such as parental leave, and not counting periods of unpaid leave, from the date of the initial tenure-track appointment.
- (f) The holder of a preliminary appointment at the rank of Assistant Professor will normally be considered for tenure and promotion to Associate Professor in the sixth year of a tenure-track appointment. However, the holder of a preliminary appointment at the rank of Assistant Professor may apply to be considered for tenure and promotion to Associate Professor in their fourth or fifth years of service. If a faculty employee applies for tenure and promotion in their fourth or fifth year of service and at the Department/School Tenure and Promotion Committee (DTPC) there is a negative decision, the candidate may withdraw his or her application without prejudice, but must wait until the final year of their preliminary appointment before applying again. If the candidate proceeds to the Faculty Tenure and Promotion Committee (FTPC), then the full process will continue until a final decision is made by the President.
- (g) Faculty employees initially appointed in a tenure-track position at the rank of Associate or Full Professor without tenure shall have the term of preliminary appointment and the schedule for tenure consideration specified in the letter of appointment.
- (h) In all cases letters from external referees shall be available for consideration at the Faculty and University levels.
- (j) For faculty employees appointed at the rank of Lecturer or Assistant without tenure, tenure and promotion to Associate Professor are normally considered together. In exceptional circumstances, a faculty employee may apply to the Dean to be considered for tenure or promotion separately. In recommending such a consideration to the Provost, the Dean must explain why the circumstances are exceptional and what standards for the application of the criteria should be used that would differ from those established for consideration for tenure and promotion to Associate Professor. The differences will be based upon the distinction that for tenure more emphasis is placed upon the performance of the candidate while at Carleton University and, therefore, the prospects of the candidate as an employee of Carleton University, than is the case for promotion, where more emphasis is placed upon the career achievements of the candidate regardless of where those achievements were accomplished. If the Provost approves the recommendation of the Dean, such approval means that the faculty employee may apply for tenure or promotion only, but in no way implies that the faculty employee meets the criteria.

EMPLOYER PROPOSALS September 29, 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.

10.2 Annual Review of Probationary and Preliminary Faculty Employees

- (a) All faculty employees on probationary and preliminary appointments shall submit an annual report, including an up-to-date CV and any additional materials the faculty employee may wish to submit, for review by their Chair/Director and Dean on performance and progress towards meeting the criteria for tenure and promotion. In the case of a faculty employee on a probationary appointment, the annual report will include an update on progress towards meeting the requirements of the probationary appointment as stated in the letter of offer.
- (b) The Chair/Director will submit a written report to the Dean, who will review the report and add any comments, including any areas where the faculty employee needs to show improvement. The Dean may ask to meet with the faculty employee and discuss any issues arising from the report. Also the faculty employee may request a meeting with the Dean to discuss the report.
- (c) The Dean will sign off on the report and a copy will be delivered to the faculty employee at the same time as it is placed in the faculty employee's official file and be included in the file used to assess the faculty employee for tenure and promotion.

NEW:

10.3 Procedures for Renewal of Probationary and Preliminary Faculty Employees

- (a) Probationary and preliminary employees shall be considered first by the Departmental Tenure and Promotion Committee (DTPC) for renewal of appointment.
- (b) The DTPC shall make a recommendation to the appropriate Dean, and shall submit all reasonable supporting evidence by November 30 of the year in question.
- (c) Each candidate shall be informed of the DTPC's recommendation by the department chairperson.
- (d) A candidate may at this time submit additional information including the names of referees to the appropriate Dean if he/she believes that his/her case has not been adequately represented.
- (e) Renewal of probationary or preliminary employees shall be considered by the appropriate Faculty Tenure and Promotion Committee (FTPC). The FTPC shall make its recommendations to the appropriate Dean, who shall make the decision

EMPLOYER PROPOSALS September 29, 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.

whether or not to renew the appointment. Where the decision is unfavourable, the appropriate Dean shall give his/her reasons for the unfavourable decision in writing, with reference to the appropriate criterion and in sufficient particularity to allow the employee against whom the decision was made to appeal, if he/she wishes, against any alleged deficiencies from the facts of his/her own case.

- (f) Appeals concerning renewal of probationary or preliminary employees shall be presented to the Tenure and Promotion Appeal Committee (TPAC) who shall select one of the following decisions:
 - (i) uphold the appeal on substantive grounds and determine that the Dean renew the employee;
 - (ii) uphold the appeal on procedural grounds and determine that the FTPC reconsider the case and address the procedural error or problem;
 - (iii) reject the appeal and uphold the decision of the dean.
- (g) The report of the TPAC to the Dean shall be accompanied by a written statement prepared by the Chair presenting the reasons for the decision. A copy of the report will be provided to the candidate. Normally the date for the completion of the report will be October 15.
- (h) Upon receipt of the decision of the TPAC, the Dean shall accept the decision unless the Dean determines that the TPAC has made an error of procedure or process. In such a case, the Dean will state in writing the reasons for rejecting the decision of the TPAC. In all cases, the Dean will inform the candidate of his/her decision within fifteen (15) calendar days of receiving the written report of the TPAC.
- (b) Where the Dean accepts a determination of the TPAC to refer the matter back to the FTPC, the Chairperson of the FTPC shall call a meeting of the FTPC within one (1) calendar month from receipt of a reconsideration decision, and the decision of the FTPC will be binding. The FTPC will then report to the Dean on the final determination of the appeal.

EMPLOYER PROPOSALS September 29, 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.