

Carleton University's response (using MSWord tracked change) on Article 12.4 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: June 13-June 2220, 2012

#### 12.4 Appointment to Faculty Ranks

(a) An Instructor employee ~~may~~ **shall** be appointed to a faculty rank where a suitable vacancy occurs, and his/her qualifications are demonstrably equal to those of the best external applicant who meets the requirements of the position.

(b) However, an Instructor employee holding a preliminary or confirmed appointment ~~may~~ **shall** in exceptional circumstances be transferred to faculty rank with the same appointment status without there being a suitable vacancy when:

(i) his/her research or scholarship in an appropriate discipline is deemed by his or her unit tenure and promotion committee to be of a caliber and nature normally required for a faculty appointment,

(ii) his/her qualifications meet those normally required for a faculty appointment; and,

(iii) he/she is deemed by his or her unit Chair or Director to be doing a job which is effectively the same as that normally required of a ~~f~~faculty employee and that the unit is capable of resolving the implications of this transfer for its course offerings within its existing resources. Recommendation for such a transfer shall be made by the departmental promotion committee to the faculty promotion committee and then to the appropriate dean.

(iv) the employee receiving a positive recommendation transferring for transfer into faculty ranks shall receive a formal letter of offer transfer from the employer, as per the University's hiring protocol for faculty members

~~(iv) The dean shall confirm the transfer of rank.~~

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### **15.3 Rights and Responsibilities of Instructor Employees**

(a)

The prime role of Instructor employees shall be to disseminate knowledge and understanding through teaching. In addition to teaching, Instructor employees shall undertake such other activities as may be defined by this Collective Agreement or by the job description for their position, where such has been agreed upon by the parties. Instructor employees are not expected to conduct research or scholarship, other than that directly related to their teaching or job description duties.

(b)

All Instructor employees shall have the following rights and responsibilities:

(i)

Instructor employees shall devote their energies conscientiously to their professional development as effective teachers. They have, therefore, the right and responsibility to ensure their professional development as effective teachers;

(ii)

it is the responsibility of Instructor employees to teach conscientiously and competently courses which fall within their area(s) of professional competence and which are, after consultation, assigned to them by the chairperson, within the workload provisions of Article 13;

(iii)

it is the responsibility of Instructor employees to deal ethically and fairly with students, to foster a free exchange of ideas, to avoid discrimination and to respect the principles of confidentiality in a manner consistent with their instructional role;

(iv)

Instructor employees shall have the right and responsibility to organize and structure classroom and laboratory activities within the limits set by available facilities and to adopt reasonable means to maintain a learning environment which is both productive and orderly;

(v)

Instructor employees shall be conscientious in the preparation and organization of subject matter, in the revision of that subject matter in accordance with appropriate departmental guidance, and shall inform their students from time to time regarding their instructional and evaluation methods;

(vi)

an Instructor employee shall not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases shall make every effort to have his/her chairperson and students notified. In other circumstances, subject to the approval of the chairperson, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be re-scheduled if possible with adequate notice to the students;

(vii)

Instructor employees shall comply with established procedures and deadlines for reporting and reviewing the grades of their students and other such reasonable procedures and deadlines as may be necessary for the well-ordered operation of the University. This includes responsibilities

for academic counselling, assisting at registration, and assisting in supervision at examination times as specified in Article 15.2(j) for faculty employees;

(viii)

Instructor employees shall inform the students of the times when they will normally be available in their offices for consultation. A copy of this information shall be posted on the employee's door with additional copies to the relevant chairperson and dean. The times available shall be such as are likely to be convenient for the students and adequate for the numbers of students involved;

(ix)

Instructor employees shall have the right to attend and take part as voting members in departmental meetings;

(x)

~~although it is not expected that the conduct of research/scholarship will constitute one of the functions performed by Instructor employees they~~ **Instructor employees** shall have the right to seek University support for such research or scholarship as is undertaken; **and the employer shall ensure that they are eligible and make every reasonable effort to support such research or scholarship, whether financially or with other forms of support such as release time or access to research assistants.**

(xi)

Instructor employees will work in cooperation with course co-ordinators;

(xii)

Instructor employees will assist when requested in the training of teaching assistants, to an extent reasonably consistent with devoting themselves primarily to their assigned teaching responsibilities;

(xiii)

Instructor employees will serve when requested on departmental committees, to an extent reasonably consistent, when added to other non-teaching duties, with devoting themselves primarily to their assigned teaching responsibilities; and,

(xiv)

Instructor employees shall carry out such duties as may be requested of them by the chairperson or dean, provided such requests, together with other non-teaching duties, are reasonably consistent with devoting themselves primarily to their assigned teaching responsibilities.

**(xv) Where workload release is customary for faculty employees, instructor employees who fulfill the same duties shall receive the same workload release.**

(c)

As provided by Article 6.3(c), the employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of Instructor employees may be effectively carried out, and undertakes to provide Instructor employees with reasonable opportunity to carry out their responsibilities effectively.

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17.12 The parties recognize the authority of Senate to declare programs redundant. The parties agree to implement any resolution(s) of Senate on redundancy matters by memorandum of agreement to be negotiated and approved by JCAA within one month of Senate's resolution(s), for ratification by the parties and incorporation into the collective agreement. If the parties fail to agree within one month of Senate's resolution(s), then the following provisions shall apply, *mutatis mutandis*, to any lay-offs for reasons of program redundancy: Part VI through IX of the *Financial Stringency Document*, and Article 17.6, Article 17.7, Article 17.8 of the Collective Agreement. In the event that the procedures referenced in Part VI through IX of the *Financial Stringency Document* are not completed after two months, then Article 17.10(e) shall apply *mutatis mutandis*.  
However, there shall be no layoffs for the term of this Collective Agreement.

~~Carleton University's response (using MSWord tracked change) on Article 21.3 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA)~~

~~CUASA Proposal~~

CUASA Proposal

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### 21.3 Sabbatical Allowance

(a) ~~For an Instructor, Librarian, Lecturer, Assistant, Associate or Full Professor, W~~where the first sabbatical is for a period of twelve (12) or six (6) continuous months and, is taken within the first fifteen (15) years of a preliminary or confirmed/tenured ~~faculty member's~~ employee's initial appointment at Carleton University or another University, the rate of sabbatical allowance shall be 100% of nominal salary.

42.4 **Professional Achievement Awards** (Professional Librarians and Instructor Employees)

- (a) There shall be a maximum of seven (7) Professional Achievement Awards per year, each valued at ~~\$1,500.00~~\$10,000.00. Up to two (2) awards shall be provided for professional librarians and up to five (5) awards shall be provided for Instructor employees, which may, at the discretion of the recipient, be added to their Professional Expense Reimbursement.
- (b) The procedures to be used to select the professional librarian recipient(s) shall be as follows:
  - (i) recommendations shall be made by the Peer Evaluation Committee to the University Librarian by November 20, and, subject to Article 42.4(b)(ii), the Committee's recommendation shall be final and binding;
  - (ii) where the University Librarian is not satisfied that the Peer Evaluation Committee's list contains the names of all those employees s/he believes worthy of consideration, s/he may request that the Committee consider or reconsider additional names. The Committee shall do so, and its consideration or reconsideration shall be final and binding.
  - (iii) the Peer Evaluation Committee shall report its decision to the University Librarian by November 20. The University Librarian shall report the decisions of the Peer Evaluation Committee to the President by December 21.
- (c) The procedures to be used to select the Instructor employee recipient(s) shall be as follows:
  - (i) the committee for determining recipients shall consist of two (2) persons appointed by CUASA and two (2) persons appointed by the employer.
  - (ii) the basis shall be outstanding performance by an Instructor employee in meeting the responsibilities as defined in the collective agreement, and in the individual job descriptions referred to by the collective agreement; and,
  - (iii) candidates may be either nominated by a colleague or apply directly for an award and shall submit nominations to the Office of the Vice-President (Academic) by November 20 .

- (d) Employees shall only be eligible to receive both a Professional Achievement Award and a Teaching Achievement Award where the basis cited for each award is separate and distinct.
- (e) The Deans/University Librarian will be an information resource for the Committee but will not participate in any other way in its deliberations.
- (f) Receipt of an award will occur on the May 1 following the date of application but may be deferred by the recipient for reasonable cause by up to one (1) year.
- (g) Award recipients will be eligible to apply for further awards in the Fall term of the seventh (7<sup>th</sup>) year following the year in which the previous award was received. **As of the ratification of the 2012 Collective Agreement, all relevant employees shall be eligible for this award.**
- (h) It shall be the responsibility of each Faculty Dean/University Librarian to ensure, on an annual basis and in a timely fashion, that his/her instructor employees and professional librarians are aware of the applications procedures and deadline.

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EMPLOYER PROPOSALS June 20, 2012

~~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.~~

Carleton University's response (using MSWord tracked change) on Article 45.3 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA)

CUASA Proposal

Without Prejudice

Date: June 22, 2012

~~45.3 (a) Floors: add \$10,000 to instructor floor to boost their CDIs, \$2,000 to the Assistant Professor floor and \$2,000 for the librarian floor.~~

**For the duration of this Collective Agreement, an addition of \$450.00 to the Instructor CDIs to address the issue of equity.**

**Three months following the ratification of the 2012 Collective Agreement, a parity committee of two (2) representatives from CUASA and two (2) representatives from the Employer will examine the salary structure of the bargaining unit. The committee shall report to JCAA within eight months of its commencement. The report shall include a recommendation on reforms to the salary structure.**