

CUASA proposal  
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9.9 (a) For the purposes of this Collective Agreement any member of the bargaining unit not covered by Article 9.5, 9.6 or 9.8 above shall be assigned to one of the above ranks in Article 9.4 according to experience, qualifications, and responsibilities.

(b) Letters of appointment shall be signed by the President. Such letters shall state clearly ~~the length and terms and conditions of appointment including rank and department to which the appointee is assigned, the category of appointment, salary, sabbatical entitlement, if any, under the provisions of Article 21.1(e), whether or not the appointment is a replacement, and any conditions attached to the appointment.~~

- i) the length and terms and conditions of appointment;**
- ii) the category of appointment and whether the appointment is term, preliminary, tenured or confirmed;**
- iii) if term, the implications of this;**
- iv) if preliminary, the date when tenure or confirmation will be considered and the date when the candidate can expect to be informed of the decision;**
- v) salary;**
- vi) rank and department to which the appointee is assigned;**
- vii) reference to any additional educational qualification which the member must obtain, if applicable;**
- ix) the assignment of a home campus;**
- x) any other specific conditions of the offer of employment not inconsistent with this Agreement that the Parties agree are appropriate in the particular case, if applicable;**
- xi) credit for years of service and credit for years in rank at another university, or equivalent experience elsewhere, will be specified for the purposes of calculating eligibility for sabbatical leave, if applicable;**
- xii) confirmation of the number of years of service at another university in a full-time probationary and/or tenured position;**
- xiii) research start-up funding, if applicable**
- xiv) reimbursement of moving expenses, if applicable;**
- xv) the statement "The enclosed Agreement is part of your contract."**

(c) All persons given new appointments, including term appointments, shall be placed within rank at a salary level commensurate with their experience, qualification, and responsibilities.

**(d) Prior to appointment, candidates for a preliminary, tenured, or confirmed appointments who visit the campus to be interviewed shall be scheduled to visit the CUASA Office to meet with a representative of the Union.**

**(e) Prior to appointment, candidates for term appointments who visit the campus as part of the appointment process shall be scheduled to visit the CUASA Office to meet with a representative of the Union.**

**(f) Prior to an appointment being offered and accepted, candidates for term or any other appointments who do not visit the campus as part of the appointment process shall have a telephone consultation scheduled with the CUASA office.**

**(g) Letters of appointment shall not specify any criterion for reappointment other than those found in this Agreement. All letters of appointment shall be accompanied by a copy of this Agreement and by a summary of existing benefits, including group insurance and pension plans currently in force.**

**(h) The Association shall receive copies of all letters of appointment at the same time as the final letter is sent to the appointee.**

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## Article 13: Academic Workload

### 13.1 Workload of Faculty Employees

The normal workload of faculty employees shall include teaching, research/scholarly/creative activities, and service to the University in proportions of approximately 50%, 35% and 15% respectively of each employee's time, as governed by and varied in accordance with past practice. For each faculty a normal workload shall be defined by past practice.

### 13.2

(b) Subject to approval by the appropriate dean, the appropriate chairperson or equivalent shall, with due notice and consultation, assign teaching duties to individual faculty members in accordance with provisions of Article 25 of the Collective Agreement in light of the individual's discipline, abilities and specialties, and consistent with the normal teaching load of the faculty and department in question. As a part of the normal workload assignment the chairperson or equivalent may assign teaching in the Summer Session **with the consent of the faculty member**. Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes.

~~(c) Adherence to the normal teaching load shall encompass necessary minor year-to-year fluctuations in an individual's teaching load, these fluctuations balancing out over time.~~  
**The employer shall consult with each individual faculty member in writing as to their time of day preferences for scheduling their teaching. No later than May 15th each year, the employer shall consult with each faculty member whose teaching schedule does not conform to their specified preferences. The faculty member shall have the right to override any alterations to their scheduling preferences. No later than June 15th, the employer shall provide each individual faculty member with their teaching schedule for the next year.**

(d)

(i)

An employee may, with the agreement of his/her chairperson, undertake more than the normal teaching load for his/her department. Normally, such an arrangement shall be formalized in writing between him/herself and the appropriate chairperson, and shall be included in the employee's dossier for promotion, career development and scholarly achievement assessments.

(ii)

~~Where an employee's performance in research/scholarship, as assessed pursuant to Article 41.3(a), is substantially below the norm and has been so for at least five (5) consecutive years, the dean may assign the employee more than the normal teaching load for the employee's department. Such additional assignment shall not exceed one (1) full-~~

~~course equivalent in any academic year. This assignment shall be formalized in writing by the dean, and shall be included in the employee's dossier for promotion, career development and achievement award assessments~~

(e)

The chairperson shall endeavour to arrange teaching duties in a manner acceptable to each faculty member. Normally, the assignment of scheduled instruction shall be concentrated in two (2) consecutive terms of any academic year ending August 31.

(f)

**The chairperson shall give consideration to the ff**Factors affecting faculty teaching workload **which** shall include, but **are** not necessarily be limited to, the following:

(i)

the number of separate courses taught by each faculty employee;

(ii)

the number of scheduled contact hours per course;

(iii)

the number of hours of preparation, grading, and administration per course;

(iv)

the number of students enrolled, on average, per course;

(v)

the number of hours of student counselling per course;

(vi)

the level (introductory, upper year, graduate, etc.) of each course;

(vii)

the type (lecture, seminar, **project, undergraduate thesis**, etc.) of each course;

(viii)

assistance of graduate students or colleagues in the teaching of courses;

(ix)

additional hours of preparation required for a new course;

(x)

the relation of thesis and special project supervision to classroom teaching;

(xi)

the relation of the individual faculty employee's teaching responsibilities to his/her research and scholarship;

(xii)

comparison of faculty workload at Carleton with that of other universities in Ontario;

(xiii)

the relationship between workload policy and other aspects of long-range academic planning;

(xiv)

whether the course is filmed or videotaped.

(xv)

**the availability of teaching assistants**

(xvi)

**the supervision of teaching assistants**

**(xvii)**  
**the career stage of the member.**

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## 16.5

(a) No anonymous material shall be kept by the employer concerning any employee. If introduced, such material shall be sufficient in and of itself to invalidate the proceedings. Statistical information gathered pursuant to Article 26 shall not be considered anonymous material. Non-statistical information gathered pursuant to Article 26, however, shall not be exempt from the provisions of this article.

(b) Where the employer places a signed student comment on an employee's file:

(i) the employee shall be promptly advised of the substance of the complaint in such a form as will preserve the confidentiality of the complainant(s);

(ii) the employee shall be given an opportunity to place a comment or rebuttal on the file;

(iii) the student's names shall only be disclosed with their consent;

(iv) the employer may only use the complaint in a career decision if the student's names are disclosed to the employee;

(v) if the students do not consent to the disclosure of their names, then upon completion of final grade reports the document, along with the employee's rebuttal, shall be removed from the file and destroyed;

(vi) if the students' names are disclosed, the employee shall, at that time, be given an opportunity to place a further comment or rebuttal on the file.

(c) When written student comments are retained copies shall be placed in the employee's file in accordance with Article 16.5(b), and shall be forwarded to the employee.

(d) Where a document pertaining to an employee's performance or to a disciplinary matter, and which has not already been sent to the employee, is to be added to the employee's file held in the office of the Vice-President (Academic), the relevant Dean or Director, or the University Librarian, a copy shall, subject to any confidentiality restrictions set out in this Collective Agreement, be sent to the employee.

**(e) When a CUASA member is the subject of a complaint, the employer shall inform both CUASA and the member within fifteen (15) days of receipt of the complaint. (Should there be something about keeping the employee and CUASA informed about on-going proceedings).**

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#### 20.1 Leave of Absence Without Pay

(a) With the exception of leave of absence for compassionate reasons, at least six (6) months prior to the beginning of the leave of absence without pay, a faculty employee must submit a written statement to the appropriate dean describing in detail the nature and location of the activities to be undertaken during the leave period. If no detailed statement is provided or if the dean is dissatisfied with the statement s/he, in consultation with the department, may seek a revision of the statement; if no satisfactory revisions of the statement are forthcoming, the Dean may recommend to the President that the leave be denied. **The Dean shall not unreasonably deny a leave of absence without pay.**

**20.5(c) A tenured member who returns from Long Term Disability (LTD) shall have their category, status, and rank restored within the academic unit to which they were appointed prior to being on LTD. Should the academic unit no longer exist the employer shall provide an equivalent appointment to a unit which is most closely associated with the discipline of the member. Any such appointment shall be in the category, status, and rank the member previously held prior to being on LTD.**

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21.1 (b) As an alternative to a full-year sabbatical under 21.1(a) above, a tenured or confirmed employee may elect to take a six-month sabbatical after three years of full-time on-campus service at Carleton. Such a sabbatical shall start on either July 1st or January 1st ~~at the discretion of the employer~~. The conditions of Article 21.1(d) shall apply.

~~(e)~~

~~In the event that the faculty employee is entitled to a sabbatical but has not been granted tenure, the sabbatical to which a faculty employee is entitled shall be delayed until tenure is granted. Notwithstanding Article 21.4(e), in the event that a faculty employee accumulates more than six (6) years service prior to achieving tenure, all such years of service in excess of six (6) years accumulated prior to achieving tenure, all such years of service in excess of six (6) years accumulated prior to achieving tenure may be carried over towards the employee's next sabbatical.~~

(d) Except as provided in Article 13.5(c), an employee on leave of absence shall be entitled but not required to maintain membership in the benefits plan from time to time in force, provided the plans so permit and that the employee pays the total cost involved. **Employees contemplating opting out of membership in the benefit plans while on leave of absence must have a scheduled appointment with CUASA prior to signing any benefit consent forms.**



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## 20.6 Compassionate Leave

It is recognized that certain circumstances may arise in the employee's personal or family life which may require his/her absence from the University for a limited period of time. Notification of such absence shall be made before departure, whenever possible, to the appropriate Dean or University Librarian who ~~may~~ **shall** authorize leave with pay. Normally such leave shall not exceed ~~five (5)~~ **ten (10)** working days. ~~Such authorization shall not be unreasonably withheld.~~