

Carleton University's response (using MSWord tracked change) on Article 18 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA)
CUASA proposal

Without Prejudice

Date: ~~May 8, 2012~~ August 23, 2012

Article 18: Rights And Privileges Of The Association And Its Members

18.1 The employer agrees to provide the Association, ~~free of at a reasonable charge at a reasonable charge, with the use of suitable, serviced, office space, as in Rooms 2004, 2005, 2006, 2008 and 2009 in Dunton Tower or equivalent,~~ with a telephone line(s), and with the use of the internal University postal service. ~~It is agreed that to ensure the productivity of its operations CUASA will need the following space Subject to availability, a sixth, additional, s equivalent office, in proximity to the current space; a sixth equivalent office, with window, shall be added to those cited above by July 1, 2012. and a seventh equivalent office, with window, shall be added to those cited above by July 1, 2013.~~

18.2 Subject to availability, the employer will allow the Association to use Carleton University reproduction services, computing facilities, and audiovisual equipment at **the same** rates and on the same basis as those applicable to ~~the most favoured~~ other internal University users. ~~to be determined between the parties from time to time.~~

18.3 Subject to availability, the employer shall provide the Association with suitable meeting rooms as required, free of charge, provided this can be done without interrupting the instructional programs of Carleton University.

18.4 A member's service to the Association shall be considered in assessment of workload and the evaluation of performance. In these contexts, it shall be treated in the same manner as similar duties performed in departmental, faculty and University committees, and administrative duties undertaken for learned or professional societies.

18.5 The Association shall have the right to have an observer present at open University meetings and, subject to the usual consent of the University body meeting, to make representations to such meetings.

18.6 The Association agrees to provide the employer with a current list of Association representatives from time to time with whom the employer would be expected to deal in regard to the administration of this Collective Agreement.

18.7 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations. Such representatives shall have access to Carleton University premises to consult with members, Association officials or the employer. Access in this Article shall not include the right of CAUT or OCUFA representatives to call meetings on Carleton University's premises.

18.8 (a) The President of the Association shall not be required to teach more than one full course, or its equivalent, and the Grievance Policy and Administration Committee Chairperson shall not be required to teach more than **one and one-half courses, ~~one full and one-half courses,~~** or the equivalent, during the term of office, without prejudice to their salaries, benefits or any rights and privileges within the University. Where the President or Grievance Chairperson is an Instructor employee, a Non-Credit Language Teacher or a professional librarian, the workload reduction under this Article shall be negotiated by the parties at JCAA. Disputes about the assignment of duties to these employees shall be referred for resolution to the Joint Committee for the Administration of the Agreement. This arrangement is understood to be a special provision, applicable only to this Article and without prejudice to the more general arrangements for reduced workload with prorated pay specified in Article 13.6.

(b) On conclusion of his/her term as Past President or as Grievance Chairperson of the Association, the Past President and the Grievance Chairperson of the Association shall be entitled *mutatis mutandis* to the provisions of Article 25.1(b). These provisions shall apply to his/her full terms as President-Elect, President and Past President and to his/her term as Grievance Chairperson.

(c) ~~The Association may purchase from the employer, at the appropriate contract instructor rates, up to two (2) full-course equivalents per contract year and during a bargaining year, up to four (4) full course equivalents, to be distributed at the discretion of the Association. **The Association may purchase from the employer, at the appropriate contract instructor rates, up to two (2) full-course equivalents per contract year and during a bargaining year, up to four (4) full- course equivalents, to be distributed at the discretion of the Association. In addition the Employer will provide the Union with releases from teaching equal to five (5) full courses each academic year. In years in which the negotiation of this Collective Agreement extends past July 1, the Employer will provide the Union with releases from teaching equal to seven (7) full courses for that academic year. Unused course releases may be carried forward by the Union. The Union shall be entitled to purchase additional course load reductions, or equivalent, at the Contract Instructor stipend rate then in effect.**~~ Payment by CUASA for a contract instructor replacement is contingent upon the employer hiring a contract instructor to teach a course which would normally have been taught by the individual to whom the release applies. For professional librarian employees, a full-course equivalent shall be deemed to be one working day per week over the contract year.