

**CARLETON UNIVERSITY'S
PROPOSALS
FOR COLLECTIVE BARGAINING
WITH
THE CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION
(CUASA)
MAY 17, 2010**

EMPLOYER PROPOSALS MAY 17, 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.

DEFINITIONS

CURRENT LANGUAGE

1. **Academic Subunit** designates a department, institute, program, centre and other entities whose senior academic administrator is an employee.

EMPLOYER PROPOSAL

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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.

EMPLOYER PROPOSAL

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- (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. **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 6: Past Policies and Practices of the University

6.2 Tenure and Dismissal Document

EMPLOYER PROPOSAL

The Employer reserves the right to submit proposals regarding tenure and promotion following the receipt of recommendations from the sub-committee of JCAA.

The Employer proposes to move the Dismissal Review Procedures from Appendix A and to include them in the body of the Collective Agreement.

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Article 9: Appointments

CURRENT LANGUAGE

- 9.4 (a) All appointments under this Collective Agreement shall be made in the following ranks:
- (i) Faculty: Professor, Associate Professor, Assistant Professor, or Lecturer;
 - (ii) Lecturer (Instructor) (I, II and III) referred to as Instructors in this agreement;
 - (iii) Librarian (I, II, III and IV); and
 - (iv) Non-Credit Language Teacher.

EMPLOYER PROPOSAL

- 9.4 (a) All appointments under this Collective Agreement shall be made in the following ranks:
- (i) Faculty: Professor, Associate Professor, Assistant Professor, or Lecturer;
 - (ii) ~~Lecturer (Instructor)~~ **Instructor** (I, II and III) ~~referred to as Instructors in this agreement;~~
 - (iii) Librarian (I, II, III and IV); and

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Articles 9.10 and 13.5 – Reduced Time Appointments/Reduced Workload with Pro-Rated Pay

The Employer proposes to combine Articles 9.10 and 13.5 into one article.

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Article 10: Promotions

EMPLOYER PROPOSAL

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(d) **General Provisions**

- (i) The employer shall retain a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to the use, solely for the employer's internal use, of any audio-visual recorded instructional materials, including related printed materials which are prepared or developed by an employee in the course or his/her University employment and which are produced with the assistance of direct University funding or with the use of University production facilities free of charge or at rates substantially lower than those of the local commercial establishments provided the employee signs a written agreement to that effect. Audio-visual recorded materials shall include films, filmstrips, film loops, tape/slide programs, series of overhead transparencies, videotape or television programs, audiotapes, audio or video cassettes, together with any secondary print materials which form an integral part of the production. Where no agreement has been entered into and the employer wishes to use the material for internal use, then the matter shall be referred to the Innovation Transfer, Patents and Copyright Committee under Article 14.6.

EMPLOYER PROPOSAL

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ARTICLE 15: RIGHTS AND RESPONSIBILITIES

Article 15.2(f) - Rights and Responsibilities of Faculty Employees as Teachers

CURRENT LANGUAGE

- (f) A faculty 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 appropriate chairperson, arrangements for rescheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be rescheduled if possible with adequate notice to the students.

EMPLOYER PROPOSAL

- (f) A faculty 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 appropriate chairperson, arrangements for rescheduling or for a substitute must be made in advance of missing scheduled instruction. **The employer shall retain a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use, solely for the employer's internal use, of any instructional materials which are prepared or developed by a faculty employee in the course of his/her employment which may be used by a substitute appointed to teach the course.** Instruction missed shall be rescheduled if possible with adequate notice to the students.

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ARTICLE 15.3(b)(vi) - Rights and Responsibilities of Instructor Employees

CURRENT LANGUAGE

- (b) All Instructor employees shall have the following rights and responsibilities:
 - (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;

EMPLOYER PROPOSAL

- (b) All Instructor employees shall have the following rights and responsibilities:
 - (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. **The employer shall retain a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use, solely for the employer's internal use, of any instructional materials which are prepared or developed by a faculty employee in the course of his/her employment which may be used by a substitute appointed to teach the course.** Instruction missed shall be re-scheduled if possible with adequate notice to the students;

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Article 15.2(j)

CURRENT LANGAUGE

- (h) Faculty employees shall comply with established procedures and deadlines for reporting and reviewing the grades of their students and other such procedures and deadlines as may be necessary for the well ordered operation of the University. Faculty employees shall accept responsibility for participation in the effective operation of the University including the academic counselling of students, assisting at registration and assisting at examination times as described in Article 15.2(j).
- (j) Faculty employees are responsible for generally assisting in the supervision of their examinations, as follows:
 - (i) faculty employees are responsible for the supervision of their examinations;
 - (ii) if the faculty employee cannot comply with this requirement, a suitable substitute shall be appointed, with the approval of the appropriate departmental chairperson or equivalent.

EMPLOYER PROPOSAL

The Employer does not propose any changes to the wording of Article 15.2(j) but hereby gives notice that it will exercise all rights pursuant to this article.

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

CURRENT LANGUAGE

15.7 (b) Outside Professional Activities

Recognizing that members of the academic staff are part of a wider community and have responsibilities to this community in addition to their specific University obligations and, to enhance the reputation of Carleton University, help to keep employees in touch with practice in their fields and enhance the quality of the performance of their primary functions, the parties agree that while employees are committed to full-time employment with the University, unless otherwise provided for by this agreement, they may engage in paid or unpaid outside professional/academic activities provided that:

- (i) such activity does not conflict or interfere with the fulfilment of the employee's obligations to the University as outlined in this article;
- (ii) such activity is carried out in a reasonable and responsible fashion;
- (iii) such activity shall not exceed past practice for the relevant faculty, Library or school, except that an employee who wishes to spend more than one-half (½) day a week on a regular basis off campus during the academic year (September to May) shall so advise his/her dean/University Librarian or director;
- (iv) upon notification of a submission date, that shall be provided at least one (1) month in advance by the relevant dean/University Librarian, each employee shall provide the information necessary to monitor his/her paid or unpaid outside professional/academic activities to ensure that such activities do not interfere with the normal duties of the employee.

(c) Procedures

- (i) Employees shall notify, upon request, their departmental chairperson or equivalent, of the nature and scope of any paid or unpaid outside activity of a substantial and continuing nature and of any changes subsequent to the last notification.

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- (ii) The chairperson of the department or equivalent shall report to the appropriate dean, upon request, the total activities of employees engaged in outside professional activities so that the dean or University Librarian may decide whether the employee might be requested to consider a partial leave or a reduction in such outside activities. Such a request shall not be unreasonably denied by the employee.
 - (iii) In the case of unpaid professional/academic activity, the employee concerned shall arrange with the appropriate dean or University Librarian the payment of the costs, if any, to the employer associated with any such items or services as computer time, laboratory equipment and supplies, long distance calls, secretarial service, reproduction services and outside mail services.
 - (iv) In relation to paid outside professional/academic activity the employee shall pay for any computer time, laboratory equipment and supplies, long distance telephone calls, secretarial services, reproduction services and outside mail services used in the course of his/her activities.
- (d) Members of the academic staff have the right to participate in the activities of their learned professions and societies.

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Recognizing that members of the academic staff are part of a wider community and have responsibilities to this community in addition to their specific University obligations and, to enhance the reputation of Carleton University, help to keep employees in touch with practice in their fields and enhance the quality of the performance of their primary functions, the parties agree that while employees are committed to full-time employment with the University, unless otherwise provided for by this agreement, they may engage in paid or unpaid outside professional/academic activities provided that:

- (i) such activity does not conflict or interfere with the fulfilment of the employee's obligations to the University as outlined in this article;
- (ii) such activity is carried out in a reasonable and responsible fashion;
- (iii) such activity shall not exceed past practice for the relevant faculty, Library or school, except that an employee who wishes to spend more than one-half (½) day a week on a regular basis off campus during the academic year (September to May) shall so advise his/her dean/University Librarian or director;
- (iv) upon notification of a submission date, that shall be provided at least one (1) month in advance by the relevant dean/University Librarian, each employee shall provide the information necessary to monitor his/her paid or unpaid outside professional/academic activities to ensure that such activities do not interfere with the normal duties of the employee.

(c) Procedures

- (i) Employees shall notify, ~~upon request, their Dean or University Librarian~~ departmental chairperson or equivalent, **in writing** of the nature and scope of any paid or unpaid outside activity of a substantial and continuing nature and of any changes subsequent to the last notification. **The disclosure shall be made in writing at least thirty (30) days before the activity is scheduled to commence and shall include:**

1. **a full description of the nature of the work or activity;**

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2. an estimate of the time required or the time period to perform the work (number of hours per week over a period of time, number of weeks, the term or terms when the majority of the activity is scheduled to take place, etc.);
 3. the extent of the use, if any, of University facilities, supplies, support staff, equipment or students;
 4. any other outside activities that have already been approved in that year or that are continuing from an earlier year; and
 5. the impact the activity will have on teaching, research and service responsibilities.
- (ii) The following factors shall serve as guidelines to determine whether the activity requires prior disclosure and approval by the Dean or University Librarian:
1. the activity is one that necessitates a rescheduling of teaching sessions or that reduces student access to the employee;
 2. the activity is one that results in the employee having less time to devote to his/her research interests, as applicable;
 3. the activity is one that reduces the employee's ability to meet the service obligations of their unit;
- (iii) ~~The chairperson of the department or equivalent shall report to the appropriate dean, upon request, the total activities of employees engaged in outside professional activities so that~~ **The Dean of University Librarian shall evaluate the request in light of the extent to which the activity will enhance or detract from the fulfilment of the employee's responsibilities and shall render a decision in writing within ten (10) working days stating the reasons for the decision.** The Dean or University Librarian may decide whether the employee might be requested to consider a partial leave or a reduction in such outside activities. Such a request shall not be unreasonably denied by the employee.
- (iii) In the case of unpaid professional/academic activity, the employee concerned shall arrange with the appropriate dean or University Librarian the payment of the costs, if any, to the employer associated with any such

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items or services as computer time, laboratory equipment and supplies, long distance calls, secretarial service, reproduction services and outside mail services.

- (iv) In relation to paid outside professional/academic activity the employee shall pay for any computer time, laboratory equipment and supplies, long distance telephone calls, secretarial services, reproduction services and outside mail services used in the course of his/her activities.
- (d) Members of the academic staff have the right to participate in the activities of their learned professions and societies.

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Article 20: Leaves

UNIVERSITY PROPOSAL

REPLACE THE WORD "PRESIDENT" WITH "THE PRESIDENT OR HIS/HER DELEGATE" THROUGHOUT THE ENTIRE COLLECTIVE AGREEMENT.

CURRENT LANGUAGE

20.5 Sick Leave

- (a) In cases where employees of the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary and all other benefits for a period of one hundred and eighty (180) calendar days or until benefits under the Group Long-Term Disability Plan come into effect, whichever may be the shorter of the two (2). The employer shall be entitled to request a medical certificate indicating that the employee is unable to fulfil his/her duties, in all cases of absence in excess of five (5) working days. Employees shall notify the appropriate dean or the University Librarian of their absence and its estimated duration. Insofar as reasonable, other employees shall assume the workload of persons on sick leave in order to ensure that scheduled academic activities need not be cancelled.

EMPLOYER PROPOSAL

20.5 Sick Leave

- (a) In cases where employees of the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary and all other benefits for a period of **up to** one hundred and eighty (180) calendar days **or until employment ends** or until benefits under the Group Long-Term Disability Plan come into effect, whichever **occurs first**. ~~may be the shorter of the two (2).~~ The employer shall be entitled to request a medical certificate indicating that the employee is unable to fulfil his/her duties, in all cases of absence in excess of five (5) working days. Employees shall notify the appropriate dean or the University Librarian of their absence and its estimated duration. Insofar as reasonable, other employees shall assume the workload of persons on sick leave in order to ensure that scheduled academic activities need not be cancelled.

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Article 21: Sabbaticals

CURRENT LANGUAGE

21.3

- (g) The total of sabbatical stipend plus grant and/or income received for employment with another employer during the period of the sabbatical may not exceed 150% of nominal salary for that period.

EMPLOYER PROPOSAL

21.3

- (g) **An employee on sabbatical shall undertake a full-time commitment to scholarly/research work and shall not accept paid employment that conflicts with this commitment.** The total of sabbatical stipend plus grant and/or income received for employment with another employer during the period of the sabbatical may not exceed 150% of nominal salary for that period.

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CURRENT LANGUAGE

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

EMPLOYER PROPOSAL

- 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 for each month of the one-year period not served.**

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Article 25: Duties and Remuneration of Chairperson

CURRENT LANGUAGE

- 25.1(a) The normal term of office for a chairperson shall be as established by Senate in the *NUG* document as of July 1st, 1977.

EMPLOYER PROPOSAL

- 25.1(a) The normal term of office for a chairperson shall be as established by Senate in the *AGU* document. ~~as of July 1st, 1977.~~

CURRENT LANGUAGE

- 25.1(b) (i) In recognition of departmental, administrative and other duties, a faculty employee who at the signing of this Collective Agreement, or who during its term, is a chairperson of a department shall receive a credit equivalent to one (1) additional year of service towards a sabbatical entitlement for each complete two (2) years of service as chairperson, or two additional years of credit for each complete three (3) years of service as chairperson. The provisions of Article 25 apply to directors of Centres and Institutes, other than Joint Ottawa-Carleton Institutes, where such directors are members of the bargaining unit.

- 25.3 The provisions of Article 25 apply to directors of Centres and Institutes, where such directors are members of the bargaining unit.

EMPLOYER PROPOSAL

- 25.1(b) (i) In recognition of departmental, administrative and other duties, a faculty employee who at the signing of this Collective Agreement, or who during its term, is a chairperson of a department shall receive a credit equivalent to one (1) additional year of service towards a sabbatical entitlement for each complete two (2) years of service as chairperson, or two additional years of credit for each complete three (3) years of service as chairperson. ~~The provisions of Article 25 apply to directors of Centres and Institutes, other than Joint Ottawa-Carleton Institutes, where such directors are members of the bargaining unit.~~

- 25.3 The provisions of Article 25 apply to directors of Centres and Institutes, **other than research centres and Joint Ottawa-Carleton Institutes**, where such directors are members of the bargaining unit.

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***NOTE: THE UNIVERSITY WISHES TO DISCUSS CHANGES TO ARTICLE 25 RE:
(1) DEPARTMENT/SECTION HEADS IN THE LIBRARY; AND***

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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.

EMPLOYER PROPOSAL

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~~ **The questionnaires shall provide space 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.~~
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- (f) Where data from student questionnaires are used, a mean, standard deviation, frequency distribution, and number of eligible respondents shall be provided.
- (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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CURRENT LANGUAGE

- 26.7 (a) Student teaching evaluations shall be conducted in all courses having enrolments of five (5) or more students.
- (b) Student teaching evaluations compiled before the date of ratification of this collective agreement shall not be used in any career decisions without the express written consent of the instructor, unless such evaluations are of courses designated pursuant to Article 26.7(b) of the collective agreement signed on April 11, 1989.
- (c) the data from all courses shall be compiled to determine department, faculty and University norms as required;
- (d) at the beginning of the academic year, each instructor will designate at least two (2) courses for which the evaluations may be used for career decisions in accordance with Article 26.5; in exceptional circumstances and with the agreement of the dean, the instructor may, at least two (2) weeks before the end of classes, change the above designation of courses;
- (e) where possible, at least one of the designated courses shall be a course having an enrolment of at least twenty (20) students;
- (f) the data derived from the evaluation of courses not so designated shall be returned directly to the instructor after FGR's are complete; and,
- (g) nothing herein shall prevent an employee from placing on his/her personnel file evaluations from courses other than those designated pursuant to (c) above, and requesting that these additional evaluations be considered in career decisions in accordance with Article 26.5.

EMPLOYER PROPOSAL

- 26.7 (a) Student teaching evaluations shall be conducted in all courses (~~delete: having enrolments of five (5) or more students.)~~
- (b) ~~Delete (b) in its entirety. Student teaching evaluations compiled before the date of ratification of this collective agreement shall not be used in any career decisions without the express written consent of the instructor, unless such evaluations are of courses designated pursuant to Article 26.7(b) of the collective agreement signed on April 11, 1989.~~

EMPLOYER PROPOSALS MAY 17, 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.

- (c) The data from all courses shall be compiled to determine department, faculty and University norms as required;
- (d) **in exceptional circumstances and with the agreement of the dean, the instructor may, at least two (2) weeks before the end of classes, designate one course for which the evaluation shall not be used for career decisions.**
- (e) ~~Delete (e) to (g) inclusive. Where possible, at least one of the designated courses shall be a course having an enrolment of at least twenty (20) students;~~
- (f) ~~The data derived from the evaluation of courses not so designated shall be returned directly to the instructor after FGR's are complete; and,~~
- (g) ~~nothing herein shall prevent an employee from placing on his/her personnel file evaluations from courses other than those designated pursuant to (c) above, and requesting that these additional evaluations be considered in career decisions in accordance with Article 26.5.~~

EMPLOYER PROPOSALS MAY 17, 2010

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Article 29: Correspondence

CURRENT LANGUAGE

- 29.1 A copy of each and every piece of correspondence passing between the Association and the employer shall be sent to the Director of Human Resources and the office of the President of the Association. Where written notice is specified in the Collective Agreement, the Carleton University internal mail will be deemed adequate means. Where receipted delivery is specified, the receipted delivery facilities of the internal mail service may be used, unless the intended recipient is known to be off-campus in which case registered mail with acknowledgement of receipt shall be used.

EMPLOYER PROPOSAL

- 29.1 A copy of each and every piece of correspondence passing between the Association and the employer shall be sent to the Director of Human Resources **or his/her delegate** and the office of the President of the Association **or his/her delegate**. Where written notice is specified in the Collective Agreement, the Carleton University internal mail **or email** will be deemed adequate means. Where receipted delivery is specified, **email may be used.** ~~the receipted delivery facilities of the internal mail service may be used, unless the intended recipient is known to be off campus in which case registered mail with acknowledgement of receipt shall be used.~~

EMPLOYER PROPOSALS MAY 17, 2010

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Article 30: Complaints, Grievances and Arbitrations

CURRENT LANGAUGE

- 30.3 All communications required by this Article to be in writing shall be circulated or delivered by receipted internal mail or, when appropriate, by Canada Post Office registered mail, with acknowledgement of receipt.

EMPLOYER PROPOSAL

- 30.3 All communications required by this Article to be in writing shall be circulated or delivered by receipted internal mail **or email**. ~~, when appropriate, by Canada Post Office registered mail, with acknowledgement of receipt.~~

EMPLOYER PROPOSALS MAY 17, 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.

CURRENT LANGUAGE

30.12 Appointment of Arbitrator

The parties hereby authorize and appoint the persons listed at the end of this Article to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. The arbitrators shall be requested to serve singly according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed three (3) months, the next arbitrator in order shall be selected and so on until one of the arbitrators is available. For the next arbitration thereafter, the arbitrator who was listed after the arbitrator last selected shall be next in line. By mutual consent, however, any listed arbitrator may be selected out of turn. If in the event that none of the arbitrators is available within a reasonable time, but in any case not to exceed three (3) months, an arbitrator outside the panel shall be selected by mutual consent. If such agreement cannot be reached within twenty-two (22) working days the parties agree to request the Ministry of Labour for authority to appoint an arbitrator in accordance with the provisions of Section 44(4) of the Ontario Labour Relations Act. It is agreed, however, that any of the names may be stricken from the list during periods when no arbitrations are pending by either party on one (1) month's written notice, provided that the parties agree to replace those names stricken from the list within one (1) month following such notice. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in process.

Panel of Arbitrators:

Owen B. Shime

D.M. Beattie

D.A. Soberman

M. Teplitsky

Arthur M. Kruger

D. Kates

EMPLOYER PROPOSALS MAY 17, 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.

UNIVERSITY PROPOSAL

30.12 Appointment of Arbitrator

An arbitrator shall be selected by mutual consent. ~~The parties hereby authorize and appoint the persons listed at the end of this Article to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. The arbitrators shall be requested to serve singly according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed three (3) months, the next arbitrator in order shall be selected and so on until one of the arbitrators is available. For the next arbitration thereafter, the arbitrator who was listed after the arbitrator last selected shall be next in line. By mutual consent, however, any listed arbitrator may be selected out of turn. If in the event that none of the arbitrators is available within a reasonable time, but in any case not to exceed three (3) months, an arbitrator outside the panel shall be selected by mutual consent. If such agreement cannot be reached within twenty-two (22) working days the parties agree to request the Ministry of Labour for authority to appoint an arbitrator in accordance with the provisions of Section 44(4) of the Ontario Labour Relations Act. Delete: It is agreed, however, that any of the names may be stricken from the list during periods when no arbitrations are pending by either party on one (1) month's written notice, provided that the parties agree to replace those names stricken from the list within one (1) month following such notice. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in process.~~

Delete:

Panel of Arbitrators:

Owen B. Shime

D.M. Beattie

D.A. Soberman

M. Teplitsky

Arthur M. Kruger

D. Kates

EMPLOYER PROPOSALS MAY 17, 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 33: Duration and Continuance of the Agreement

CURRENT LANGUAGE

33.1 Except as specifically otherwise provided herein, the Collective Agreement ratified by the parties on April 30, 2009, shall be binding and remain in effect from May 1, 2009 until and including the 30th day of April 2010.

UNIVERSITY PROPOSAL

The employer reserves the right to propose amendments to Article 33.1 as part of its monetary proposals.

EMPLOYER PROPOSALS MAY 17, 2010

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Article 37: Term Appointments

CURRENT LANGUAGE

37.3 An employee holding a term appointment may be granted a renewal of term appointment or a preliminary appointment without the requirement for external advertisement and competition. Such renewal or conversion shall be subject to the procedures for recommending appointments in the appropriate academic unit or subunit.

- (a) (i) While a term appointee cannot assume renewal of his/her contract, renewal shall take place if:
 - (1) there is a further need for the same type of employee, and
 - (2) where the position has been advertised, his/her qualifications and experience are demonstrably equal to those of the best external applicant who meets the requirements of the position.
- (ii) If the position to which an employee is appointed for a one-year term becomes available for a second year or longer the employee shall be notified in writing by the appropriate dean within one (1) month of the availability becoming known and, in any case, prior to March 1 and invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the current academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.
- (iii) If the position to which an employee is appointed for a two (2) or three (3) year term becomes available for a period longer than the period of the initial appointment term, the employee shall be notified in writing by the appropriate dean by December 15 in the final year of his/her term or within one (1) calendar month of the availability of the position becoming known, whichever is later, and in no case later than March 1, and be invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the same academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.
- (iv) In the event that such notification is made after March 1 the incumbent shall be reappointed, if he/she so desires, and the advertisement and open

EMPLOYER PROPOSALS MAY 17, 2010

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competition deferred until a subsequent year, should the position continue to be available.

- (v) In any of the above cases, the employee shall have ten (10) working days to respond. A non-response shall be interpreted as indicating a decision not to stand for reappointment.
- (vi) An employee shall not be required to compete for the position more than once after the initial competition for an appointment.
- (b) When an employee is considered for a renewal of a term appointment, such consideration shall include reference to academic employees performing similar work, and comparison with other employees of comparable experience.
- (c) An employee employed under successive term appointments must in the fifth (5th) year of such employment be considered for tenure or confirmation.
- (d) If a term appointment is not to be renewed, the employer shall notify the employee, in writing, at least six (6) months in advance of the termination date. If the reason(s) for termination are other than those implicit in the letter of appointment they shall be stated.

UNIVERSITY PROPOSAL

37.3 An employee holding a term appointment may be granted a renewal of term appointment or a preliminary appointment without the requirement for external advertisement and competition. Such renewal or conversion shall be subject to the procedures **in Articles 6.2(b), 12.3(c) and (d).** (~~DELETE: for recommending appointments in the appropriate academic unit or subunit.~~)

- (a) (i) While a term appointee cannot assume renewal of his/her contract, **subject to satisfactory performance**, renewal shall take place if:
 - (1) there is a further need for the same type of employee and
 - (2) where the position has been advertised, his/her qualifications and experience are demonstrably equal to those of the best external applicant who meets the requirements of the position.

EMPLOYER PROPOSALS MAY 17, 2010

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DELETE Articles 37.3(a)(ii) to (v) and renumber accordingly:

- (ii) — If the position to which an employee is appointed for a one-year term becomes available for a second year or longer the employee shall be notified in writing by the appropriate dean within one (1) month of the availability becoming known and, in any case, prior to March 1 and invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the current academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.
 - (iii) — If the position to which an employee is appointed for a two (2) or three (3) year term becomes available for a period longer than the period of the initial appointment term, the employee shall be notified in writing by the appropriate dean by December 15 in the final year of his/her term or within one (1) calendar month of the availability of the position becoming known, whichever is later, and in no case later than March 1, and be invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the same academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.
 - (iv) — In the event that such notification is made after March 1 the incumbent shall be reappointed, if he/she so desires, and the advertisement and open competition deferred until a subsequent year, should the position continue to be available.
 - (v) — In any of the above cases, the employee shall have ten (10) working days to respond. A non-response shall be interpreted as indicating a decision not to stand for reappointment.
 - (vi) An employee shall not be required to compete for the position more than once after the initial competition for an appointment.
- (b) When an employee is considered for a renewal of a term appointment, such consideration shall include reference to academic employees performing similar work, and comparison with other employees of comparable experience.

EMPLOYER PROPOSALS MAY 17, 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.

- (c) An employee employed under successive term appointments must in the fifth (5th) year of such employment be considered for **conversion to a preliminary appointment.** ~~tenure or confirmation.~~
- (d) If a term appointment is not to be renewed, the employer shall notify the employee, in writing, at least six (6) months in advance of the termination date. If the reason(s) for termination are other than those implicit in the letter of appointment they shall be stated.

EMPLOYER PROPOSALS MAY 17, 2010

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CURRENT LANGUAGE

- 37.5 (c) All term appointees shall be eligible for leaves and all employee benefits (except where prohibited by the plan), and the established cost-sharing arrangements, with the single exception of visiting professors as described in Article 37.4 above.

EMPLOYER PROPOSAL

- 37.5 (c) All term appointees shall be eligible for leaves and all employee benefits (except where prohibited by the plan), and the established cost-sharing arrangements, **during the term of their employment**, with the single exception of visiting professors as described in Article 37.4 above. **Eligibility for all leaves and all employee benefits cease when employment ends unless stated otherwise in this collective agreement or the benefit plan(s).**

EMPLOYER PROPOSALS MAY 17, 2010

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Article 40: Benefit Plans

CURRENT LANGUAGE

Article 40: Benefit Plans

- 40.1 (a) For the period of this Agreement, Health Benefit Plans for employees will be those in effect as of May 1, 1998, as follows:
- (i) The Group-Life Insurance Plan;
 - (ii) The Long-Term Disability Plan;
 - (iii) The Extended Health Care Plan;
 - (iv) The Dental Plan.
- (b) For those who are eligible, membership in the Plans listed in (a) above is a condition of employment.

EMPLOYER PROPOSAL

Article 40: Benefit Plans

Eligibility for membership in all employee benefits plans set out in Article 40 ceases when employment ends, unless stated otherwise in this collective agreement or in the benefit plan(s).

- 40.1 (a) For the period of this Agreement, Health Benefit Plans for employees will be those in effect as of May 1, 1998, as follows:
- (i) The Group-Life Insurance Plan;
 - (ii) The Long-Term Disability Plan;
 - (iii) The Extended Health Care Plan;
 - (iv) The Dental Plan.
- (b) For those who are eligible, membership in the Plans listed in (a) above is a condition of employment.

EMPLOYER PROPOSALS MAY 17, 2010

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Article 41: Career Development Increments

Article 41.3(a)

CURRENT LANGUAGE

- 41.3(a)(ii) Performance in teaching and/or related activities which is above the norm shall guarantee a career development increment provided it is accompanied by a reasonable degree of activity in one (1) or both of the other two (2) areas.
- (iii) Performance in teaching and/or related activities which is at the norm, together with performance in one (1) or both of the other two (2) areas of assessment which is at the norm or better, shall guarantee a career development increment.

EMPLOYER PROPOSAL

- 41.3(a)(ii) Performance in teaching and/or related activities which is above the norm shall guarantee a career development increment provided it is accompanied by a reasonable degree of activity **in scholarship/research.** ~~and one (1) or both of the other two (2) areas.~~
- (iii) Performance in teaching and/or related activities which is at the norm, together with performance **in scholarship/research** ~~one (1) or both of the other two (2) areas of assessment~~ which is at the norm or better, shall guarantee a career development increment.

EMPLOYER PROPOSALS MAY 17, 2010

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Article 42: Achievement Awards

CURRENT LANGUAGE

- 42.2(f) The University Committee shall be chaired by the Vice-President (Research), who shall vote only in the event of a tie. The remaining, members will consist of one (1) faculty member who has earned distinction as a scholar but is not a candidate for the award, from each of the Faculties of Arts and Social Sciences, Engineering, Science and Public Affairs and Management. These members will be selected by the President who shall, whenever feasible, use previous winners of the award as the principal source of potential members of the Committee.

EMPLOYER PROPOSAL

- 42.2(f) The University Committee shall be chaired by the Vice-President (Research), who shall vote only in the event of a tie. The remaining, members will consist of one (1) faculty member who has earned distinction as a scholar but is not a candidate for the award, from each of the Faculties of Arts and Social Sciences, Engineering, Science, Public Affairs and **Sprott**. These members will be selected by the President **or his/her delegate** who shall, whenever feasible, use previous winners of the award as the principal source of potential members of the Committee.

EMPLOYER PROPOSALS MAY 17, 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 43: Summer School Stipend

The university reserves the right to submit proposals regarding article 43.

EMPLOYER PROPOSALS MAY 17, 2010

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Article 45: Financial Compensation and Appendix E

The employer reserves the right to submit proposals regarding article 45.

EMPLOYER PROPOSALS MAY 17, 2010

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Appendix H: Redeployment Procedures Pursuant to Senate Resolutions Dated December 5, 1997.

Delete Appendix H

EMPLOYER PROPOSALS MAY 17, 2010

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Appendix I: Agreement with Respect to In-Class CUTV Teaching

The university wishes to discuss appendix I.

EMPLOYER PROPOSALS MAY 17, 2010

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Appendix L: Tenure Consideration in the Sprott School of Business

EMPLOYER PROPOSAL

The employer reserves the right to submit proposals regarding Appendix L following the receipt of recommendations from the sub-committee of JCAA.

EMPLOYER PROPOSALS MAY 17, 2010

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EMPLOYER PROPOSALS MAY 17, 2010

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15.8 Conflict of Interest

- (a) For the purposes of this Article, "immediate family member" means a spouse, partner, parent, child or sibling.
- (b) Employees are expected to avoid actual conflicts and apparent conflicts of interest. An actual or apparent conflict of interest arises when an employee is placed in a situation where his or her interests, direct or indirect, conflicts, or appears to conflict, with his or her responsibility to the University as defined in Article 15. Indirect interests include, but are not limited to, the interests of:
 - (i) an immediate family member;
 - (ii) a person with whom there exists a close personal relationship;
 - (iii) an organized group, association or body to which the employee belongs;
 - (iv) a business in which the employee has an interest.
- (c) No Employee shall knowingly participate in any decision-making process that directly and preferentially benefits the employee, or any individual or group with whom the employee has an interest, direct or indirect, except in accordance with the provisions of Article 15.8(e).
- (d) The existence of an actual or apparent conflict of interest requires that the conflict be formally disclosed in writing to the person to whom the employee reports before any action or decision is taken. Where the person to whom the employee reports also has an interest in the matter, the disclosure shall be made in writing to the person at the next level of authority.
- (e) The person to whom the employee reports, following the receipt of the disclosure under Article 15.8(d), and after consultation with the employee and any other appropriate persons, shall determine whether a conflict, actual or apparent, exists, and determine an appropriate way to deal with the actual or apparent conflict of interest.

EMPLOYER PROPOSALS MAY 18, 2010

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- (f) The resolution of the matter by the individual to whom the person reports shall be made in writing. Where no resolution of the matter is made at this level, the matter will be referred to the next higher level of authority for decision.



EMPLOYER PROPOSALS MAY 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.

15.9 Relations with Students

Without limiting the generality of the above, an employee:

- (a) shall not accept additional remuneration for tutoring any student enrolled in the University where such tutoring relates to the student's course or program at the University;
- (b) shall not become involved in a personal, intimate relationship with a student with whom the employee has a supervisory or evaluative relationship;
- (c) who has an evaluative relationship with a student shall not employ that student in certain capacities (e.g. under contract, as a consultant, as an employee of a company in which the employee has a financial interest), without disclosure to, and the prior approval of, the Chair or Director in accordance with Article 15.8(e). Employees are not obligated to disclose the employment of a student as a research or teaching assistant; and
- (d) should not assign students to research projects sponsored by a business in which the employee or a member of his/her family has a financial interest without disclosure to the student, and disclosure to and prior approval of the Chair or Director.

EMPLOYER PROPOSALS MAY 18, 2010

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15.10 University Matters

- (a) An employee who has any interest, direct or indirect, in any matter under consideration by the University and is part of the decision-making process shall:
 - (i) declare the nature and extent of the interest as soon as possible and no later than the meeting at which the matter is to be considered;
 - (ii) refrain from taking part in any discussion or voting in relation to the matter; and
 - (iii) withdraw from the meeting when the matter is being discussed.
- (b) In particular, and without limiting the generality of the foregoing, unless specifically authorized by the Provost and Vice-President (Academic) or his/her designate, after full written disclosure of the conflict, an employee shall not:
 - (i) with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the employee has a direct or indirect interest;
 - (ii) engage any individual with whom the employee has a direct or indirect interest in any capacity for which remuneration comes from University funds or from funds administered by the University; or
 - (iii) participate in any appointment processes, career decision processes, or any other collegial and peer judgement decision-making process in which the employee has a direct or indirect interest.

EMPLOYER PROPOSALS MAY 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.

**CARLETON UNIVERSITY'S
PROPOSALS
FOR COLLECTIVE BARGAINING
WITH
THE CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION
(CUASA)
MAY 26, 2010**

EMPLOYER PROPOSALS MAY 26, 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 2: Definition of the Unit

CURRENT LANGUAGE

- 2.5 Persons engaged in instructional duties will be included in the bargaining unit if they teach more than two (2) full-credit courses in the Fall and Winter terms, or if they teach more than three (3) full-credit courses in any academic year ending August 31. (Repeated sections will count as if they were other courses.)

EMPLOYER PROPOSAL

- 2.5 Persons engaged in instructional duties will be included in the bargaining unit if:
- (a) they teach more than two (2) full-credit courses in the Fall and Winter terms;
 - (b) they teach more than three (3) full-credit courses in any academic year ending August 31; **and**
 - (c) **in addition to their teaching, they devote a minimum of 400 hours to assigned administrative tasks, service on departmental committees, and professional and/or instructional development during the academic year in which the above-noted teaching is performed.**

(Repeated sections will count as if they were other courses. **It is understood that "repeated sections" means the sections are scheduled at different times and the instruction is delivered in class by the instructor at different times. A CUTV course that is delivered in class and broadcast on CUTV does not constitute a "repeated section" and is not considered to be two courses.**)

[Note: The employer proposes this amendment on a without prejudice basis to clarify the definition of "repeated sections" and believes that this is already the case.]

EMPLOYER PROPOSALS MAY 26, 2010

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Article 5: No Discrimination

CURRENT LANGUAGE

- 5.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of age, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status or membership in the Association.
- 5.2 Further, in accordance with previous University policy and practice, the parties agree that there shall be no discrimination practised with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of family relationship. The parties also agree, however, that no employee of the bargaining unit or person acting as an Officer of the University shall take part in formal discussions or vote with regard to the determination of the aforementioned terms and conditions of employment of a member of his/her immediate family.
- 5.3 It is not the intent of the employer to restrict the employment or assignment of persons who are physically handicapped or disabled, provided that such disability does not interfere with their ability to perform the necessary job requirements.

EMPLOYER PROPOSAL

- 5.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of **race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability** or membership in the Association. ~~age, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status~~
- 5.2 Further, in accordance with previous University policy and practice, the parties agree that there shall be no discrimination practised with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of family relationship. The parties also agree, however, that no

EMPLOYER PROPOSALS MAY 26, 2010

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employee of the bargaining unit or person acting as an Officer of the University shall take part in formal discussions or vote with regard to the determination of the aforementioned terms and conditions of employment of a member of his/her immediate family.

- 5.3 ~~It is not the intent of the employer to restrict the employment or assignment of persons who are physically handicapped or disabled, provided that such disability does not interfere with their ability to perform the necessary job requirements.~~

A right of an employee is not infringed where the employee is incapable of performing or fulfilling the essential duties or requirements of their employment because of disability. Employees are responsible for requesting accommodation in a timely manner and for informing the employer of a disability and providing the necessary medical information required to assess their accommodation needs. No employee shall be found incapable of performing the essential duties or requirements of employment unless the needs of the employee cannot be accommodated without undue hardship on the employer for accommodating those needs considering the cost, outside sources of funding, if any, and health and safety requirements, if any.

EMPLOYER PROPOSALS MAY 26, 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 9: Appointments

CURRENT LANGUAGE

- 9.4 (a) All appointments under this Collective Agreement shall be made in the following ranks:
- (i) Faculty: Professor, Associate Professor, Assistant Professor, or Lecturer;
 - (ii) Lecturer (Instructor) (I, II and III) referred to as Instructors in this agreement;
 - (iii) Librarian (I, II, III and IV); and
 - (iv) Non-Credit Language Teacher.

EMPLOYER PROPOSAL

- 9.4 (a) All appointments under this Collective Agreement shall be made in the following ranks:
- (i) Faculty: Professor, Associate Professor, Assistant Professor, or Lecturer;
 - (ii) ~~Lecturer (Instructor)~~ **Instructor** (I, II and III) ~~referred to as Instructors in this agreement;~~ **referred to as Lecturer (Instructor) for purposes of the Carleton University Act;**
 - (iii) Librarian (I, II, III and IV); and

EMPLOYER PROPOSALS MAY 26, 2010

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Article 13: Academic Workload

CURRENT LANGUAGE

13.4 (b) **Instructor Positions Without Individual Job Descriptions**

- (ii) Subject to operational requirements, the employer will make every reasonable effort to allow an Instructor employee to teach his/her full course load in the Fall/Winter Session. In any event, every second year an Instructor employee may teach his/her full course load in the Fall/Winter Sessions. Any Instructor employee who chooses this option shall not be assigned teaching duties under these workload provisions during the following summer, but shall continue to devote him/herself conscientiously to professional development and/or scholarly activities and such other duties as may be required under Article 15.3(b)(xii), (xiii) and (xiv).

EMPLOYER PROPOSAL

13.4 (b) **Instructor Positions Without Individual Job Descriptions**

- (ii) **As part of the normal workload assignment the chairperson or equivalent may assign teaching in the Summer Session. Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes.** Subject to operational requirements, the employer will make every reasonable effort to allow an Instructor employee to teach his/her full course load in the ~~Fall/Winter Session~~ **two (2) consecutive terms in any academic year ending August 31.** ~~In any event, every second year an Instructor employee may teach his/her full course load in the Fall/Winter Sessions. Any Instructor employee who chooses this option shall not be assigned teaching duties under these workload provisions during the following summer, but shall continue to devote him/herself conscientiously to professional development and/or scholarly activities and such other duties as may be required under Article 15.3(b)(xii), (xiii) and (xiv).~~

EMPLOYER PROPOSALS MAY 26, 2010

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Article 25: Duties and Remuneration of Chairperson

CURRENT LANGUAGE

- 25.1(a) The normal term of office for a chairperson shall be as established by Senate in the *NUG* document as of July 1st, 1977.

EMPLOYER PROPOSAL

- 25.1(a) The normal term of office for a chairperson shall be as established by Senate. ~~in the *NUG* document as of July 1st, 1977.~~

EMPLOYER PROPOSALS MAY 26, 2010

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Article 29: Correspondence

CURRENT LANGUAGE

- 29.1 A copy of each and every piece of correspondence passing between the Association and the employer shall be sent to the Director of Human Resources and the office of the President of the Association. Where written notice is specified in the Collective Agreement, the Carleton University internal mail will be deemed adequate means. Where receipted delivery is specified, the receipted delivery facilities of the internal mail service may be used, unless the intended recipient is known to be off-campus in which case registered mail with acknowledgement of receipt shall be used.

EMPLOYER PROPOSAL

- 29.1 A copy of each and every piece of correspondence passing between the Association and the employer shall be sent to the Director of Human Resources **or his/her delegate** and the office of the President of the Association **or his/her delegate**. Where written notice is specified in the Collective Agreement, the Carleton University internal mail **or email** will be deemed adequate means. Where receipted delivery is specified, the receipted delivery facilities of the internal mail service may be used, unless the intended recipient is known to be off-campus in which case **either email or** registered mail with acknowledgement of receipt shall be used.

EMPLOYER PROPOSALS MAY 26, 2010

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Article 30: Complaints, Grievances and Arbitrations

CURRENT LANGAUGE

- 30.3 All communications required by this Article to be in writing shall be circulated or delivered by receipted internal mail or, when appropriate, by Canada Post Office registered mail, with acknowledgement of receipt.

EMPLOYER PROPOSAL

- 30.3 All communications required by this Article to be in writing shall be circulated or delivered by receipted internal mail, **including email, or** when appropriate, by Canada Post Office registered mail, with acknowledgement of receipt.

EMPLOYER PROPOSALS MAY 26, 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.

**CARLETON UNIVERSITY'S
PROPOSALS
FOR COLLECTIVE BARGAINING
WITH
THE CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION
(CUASA)
June 11, 2010**

EMPLOYER PROPOSALS June 11, 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 15: RIGHTS AND RESPONSIBILITIES

Article 15.2(f) - Rights and Responsibilities of Faculty Employees as Teachers

CURRENT LANGUAGE

- (f) A faculty 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 appropriate chairperson, arrangements for rescheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be rescheduled if possible with adequate notice to the students.

EMPLOYER PROPOSAL

- (f) A faculty 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 appropriate chairperson, arrangements for rescheduling or for a substitute must be made in advance of missing scheduled instruction. **Faculty shall provide any relevant course materials for the missed scheduled instruction to the replacement or substitute instructors. Such materials shall be returned to the original faculty member upon completion of the missed scheduled instruction and cannot be used for any other purposes.** Instruction missed shall be rescheduled if possible with adequate notice to the students.
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EMPLOYER PROPOSALS June 11, 2010

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ARTICLE 15.3(b)(vi) - Rights and Responsibilities of Instructor Employees

CURRENT LANGUAGE

- (b) All Instructor employees shall have the following rights and responsibilities:
 - (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;

EMPLOYER PROPOSAL

- (b) All Instructor employees shall have the following rights and responsibilities:
 - (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. **Instructors shall provide any relevant course materials for the missed scheduled instruction to the replacement or substitute instructors. Such materials shall be returned to the original instructor member upon completion of the missed scheduled instruction and cannot be used for any other purposes.** Instruction missed shall be re-scheduled if possible with adequate notice to the students;

EMPLOYER PROPOSALS June 11, 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 9: APPOINTMENTS

9.7 Professional Librarian/Archivist Appointments

(a) Criteria

Individuals to be considered for hiring as professional librarian **or** archivist employees **in the Library Unit** shall have:

(i) **For Professional Librarian employees:**

1. an initial undergraduate degree (the Association of Universities and Colleges of Canada may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian standards); and,
2. a professional library qualification from an ALA accredited library school or an international library school which has been accredited by a national professional library association recognized by the Canadian Library Association (the Canadian Library Association may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian Standards).

(ii) **For Professional Archivist employees:**

1. **an initial undergraduate degree (the Association of Universities and Colleges of Canada may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian standards); and,**
2. **an archival technician diploma or a minimum of 5 years experience as an archivist; and**
3. **an appropriate post-graduate degree (e.g. MA in Public History) or a professional library qualification from an ALA accredited library school or an international library school which has been accredited by a national professional library association recognized by the Canadian Library Association (the Canadian Library Association may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian Standards).**

ARTICLE 9: APPOINTMENTS

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1. an initial undergraduate degree (the Association of Universities and Colleges of Canada may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian standards); and,
2. a professional library qualification from an ALA accredited library school or an international library school which has been accredited by a national professional library association recognized by the Canadian Library Association (the Canadian Library Association may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian Standards).

(ii) **For Professional Archivist employees:**

1. **an archival technician diploma or a minimum of 5 years experience as an archivist; and**
2. **an appropriate post-graduate degree (e.g. MA in Public History) or a professional library qualification from an ALA accredited library school or an international library school which has been accredited by a national professional library association recognized by the Canadian Library Association (the Canadian Library Association may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian Standards).**

9.7 (e) Library Section Head

- (i) Library "section" refers to subunits within the Library with section heads performing delegated administrative responsibilities.
- (ii) Only continuing track members at the rank of Librarian III or Librarian IV are eligible to serve as section heads.

(iii) Term of Office

- (1) ~~The~~ term of office for a library section head shall normally be three to five years ~~but~~ with the permission of the University Librarian, can be renewed for a subsequent term.
- (2) A term of office for a Library section head will normally commence on July 1.

(iv) Section Head Selection

- (1) Before April 30 of the year a section head's term ends, or four (4) months prior to a planned retirement/resignation/sabbatical or within thirty (30) days should the position become vacant, the University Librarian shall distribute a current job description to all CUASA librarians and create a Selection Committee as follows:
 - i. Whenever possible, CUASA librarians from the section where the head is being hired shall be included on the hiring committee.
 - ii. Two librarian members of the Selection Committee shall be selected by the Peer Evaluation Committee
 - iii. Two members of the Selection Committee shall be nominated by the University Librarian or designate, one of whom will be an Assistant or Associate University Librarian.
 - iv. The University Librarian shall chair the committee and be a voting member of the Committee.
- (2) The Selection Committee shall invite members of the section to meet with candidates being interviewed.
- (3) The University Librarian will announce the Selection Committee as soon as possible.

- (4) If no internal candidate is clearly suitable for a section head position, the University Librarian may post the section head job description externally in accordance with 9.1(b)(iii).


(v) Acting Section Head

- (1) Acting section heads may be appointed by the University Librarian to a short term in order to cover sabbaticals, illness or other emergency circumstances. Such appointments should not normally exceed a term of one (1) year.

ARTICLE 13: ACADEMIC WORKLOAD

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.**
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ARTICLE 40: BENEFIT PLANS

40.9 Benefits for Retired Employees

- (c) Employees who retire at or after fifty-five (55) years of age, and who have at least five (5) years of continuous service to the University shall continue to have, access to the University Library, the athletic facilities and health services. A special I.D. card will be issued on request. **Those retired employees who continue to have a formal research or teaching status with the university, may have in addition, continuing remote access to the Library's electronic resources, subject to approval of the appropriate Vice-President and the University Librarian.**
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