

**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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EMPLOYER PROPOSALS MAY 17, 2010

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**Article 10: Promotions**

**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.*

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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

14.4(d) **General Provisions**

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films, filmstrips, film loops, tape/slide programs, series of overhead transparencies, videotape or television programs, audiotapes, audio or video cassettes, **or digital recordings** 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.~~

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## EMPLOYER PROPOSAL

### 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 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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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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## 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.~~

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- (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.~~

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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.

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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.*

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