

Carleton University's response (using MSWord tracked change) on Article 5 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: August 4<sup>09</sup>, 2012

## Article 5: No Discrimination

5.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced 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 (except for retirement as provided for in this Collective Agreement), race, creed, colour, national origin, political or religious affiliation or belief, **gender and gender identity**, 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 practiced 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.~~

5.43 (a) ~~The parties employer is are jointly committed to providing a work environment that facilitates the full participation of all Membersemployees. The parties encourage all Membersemployees with disabilities a requirement for accommodation to notify Human Resources and CUASA. to avail themselves of the services at the University that may facilitate their contributions to teaching, research, scholarship and professional practice and service. CUASA shall makeis committed to making efforts to inform Members of their ability to assist them in representationsright to representation during any such meetings concerning such accommodations. Employees have the right to CUASA representation at meetings regarding requests for accommodation.~~

(b) The parties agree to act in accordance with all applicable legislation, including, but not limited to, the *Ontario Human Rights Code*; the *Ontarians with Disabilities Act*; and the *Occupational Health and Safety Act*.

(c) ~~No member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for him/herself.~~

~~(d) Such accommodations may include but are not limited to:~~

~~\_\_\_\_\_ (i) alterations of workload;~~

~~\_\_\_\_\_ (ii) modification of criteria for tenure or confirmation;~~

~~\_\_\_\_\_ (iii) modification of criteria for CDI; and,~~  
~~\_\_\_\_\_ (iv) modification of criteria for promotion.~~

**(d) Such accommodations may include but are not limited to:**

- ~~\_\_\_\_\_ (i) alterations of workload;~~
- ~~\_\_\_\_\_ (ii) modifications to the means by which an employee can meet the ~~of~~ criteria for tenure or confirmation;~~
- ~~\_\_\_\_\_ (iii) modifications to the means by which an employee can meet the ~~of~~ criteria for CDI; and,~~
- ~~\_\_\_\_\_ (iv) modifications to the means by which an employee can meet the ~~of~~ criteria for promotion.~~