

## Article 6: Past Policies and Practices of the University

### 6.1 University Governance

Except as expressly provided for in the Certification Order and this Collective Agreement, the parties agree:

- (a) to acknowledge and support the traditional role of Senate as established by statute, bylaw and practice;
- (b) to acknowledge and support the traditional role of the Board of Governors and the persons authorized to act on its behalf;
- (c) that nothing in this Collective Agreement shall be construed to deny or diminish any existing rights, privileges and responsibilities of employees, individually and collectively, to participate directly in the formation and recommendation of policy within Carleton University and its component parts, as these rights, privileges and responsibilities are provided for under existing Senate/Board documents and/or established practices.
- ~~(e)~~ ~~Except as modified in this article or changed by subsequent agreement of the parties, the Senate/Board policies referred to in Articles 14, 15, 16, 17 and 26, as they were on the date of signing this agreement, shall remain in force for the term of this Collective Agreement unless specifically amended by agreement of the parties. Should the Senate change or alter any of these policies during the term of this agreement, Articles 14, 15, 16, 17 and 26 shall remain in force for the term of this Collective Agreement, unless specifically amended by agreement of the parties.~~
- ~~(e)~~(d) Except as modified in this article or changed by subsequent agreement of the parties, the Senate/Board policies referred to in Articles 14, 15, 16, 17 and 26, as they were on the date of signing this agreement, shall remain in force for the term of this Collective Agreement unless specifically amended by agreement of the parties. Should the Senate change or alter any of these policies during the term of this agreement, Articles 14, 15, 16, 17 and 26 shall remain in force for the term of this Collective Agreement, unless specifically amended by agreement of the parties.

## 6.2 Dismissal Document

### (a) Dismissal for Cause of Faculty Employees

The procedures for dismissal for cause of faculty employees are described in the Dismissal Document (Appendix A), except as modified below:

- (i) The parties agree that there shall be provision for an Alternate Review Chairperson, with the same powers and duties as those of the Review Chairperson specified in the *Dismissal Document*. The Alternate Review Chairperson shall, by agreement between the two parties, be called upon to act in place of the Review Chairperson when the latter's unavailability to begin a new case may be thought to prejudice the outcome or to impose undue hardship on the individual concerned or on the University. Agreement by one side to a request from the other to invite the Alternate Review Chairperson to act shall not be unreasonably withheld.

## 6.3 Continuation of Past Practices

- (a) Past practice may be altered, but only by agreement of the parties.
- (b) Where an employee or the Association seeks to rely on a past practice the onus shall be on the employee or the Association to show that the practice cited was contained in a document of the Senate, Board or management of Carleton University, or was otherwise sufficiently widely promulgated (in public, or in private communication), and practised, so as to make it reasonable to consider it a practice at this University.
- (c) **It is understood that the Employer's right to manage performance is not constrained by past practice in the interpretation of clauses in the Collective Agreement.**
- ~~(d)~~(d) The employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of employees may be effectively carried out, and undertakes, therefore, to continue to provide a level of facilities and support services consistent with this responsibility.
- ~~(d)~~(e) Consistent with the employer's acknowledged responsibility as set out in 6.3(c) above, the following general support service ~~will~~ **shall** be provided ~~subject to adjustments to modify technology relating to the provision of these services:~~ **though it is understood that a change in technology might affect the way in which the service is provided:**
  - (i) Administrative support staff and related services
  - (ii) Telephone service and voice mail

- (iii) Appropriate office space so as to protect the health, safety and security of employees as they carry out their duties on University premises. The Employer agrees to adhere to health and safety standards as embodied in current government legislation
- (iv) Supplies and Equipment
- (v) Computing Services and computing support services
- (vi) Instructional Aids
- (vii) Photocopying and Printing
- (viii) Teaching and Research Assistance

Where users subcommittees exist in relation to these services, they shall continue to perform their advisory functions during the term of this Collective Agreement.

~~(e)~~**(f)** Consistent with the employer's acknowledged responsibility as set out in 6.3~~(e)~~**(d)** above, the employer shall ~~make a reasonable effort to~~ make a reasonable effort to provide each employee with ~~a standard model computer and~~ access to **computing, software, and** printing resources; ~~computer hardware and software~~ appropriate for teaching and administrative responsibilities.

6.4 No disciplinary measures shall be imposed on an employee except for just and proper cause; such disciplinary action shall be reasonable and shall be demonstrably proportionate to the seriousness of the specific violation and shall not be contrary to the provisions of Article 6.3.