

9.2 Canadian Candidates

Unless the qualifications of a non-Canadian candidate for a position are demonstrably superior to those of a Canadian candidate, the lowest level committee shall recommend that the Canadian be appointed. Exceptions on the part of the recommending committee or departures from such recommendations by a dean, the Librarian or the President shall be reported in writing to the Association and the Clerk of the Senate within ten (10) working days by the President.

- (a) Canadian designates a citizen of Canada, or one who on the date of application for a position at Carleton University, is a landed immigrant in Canada or holds a ~~ministerial permit~~ **other formal status per Canadian Immigration legislation which would permit them to compete as a Canadian.**
- (b) The qualifications relevant to each vacant position shall be clearly stated and shall not include irrelevant particularities which would unfairly disadvantage Canadians at home or abroad.
- (c) The parties agree to establish a University Appointments Review Committee should it become necessary or desirable.

Article 9: Appointments

- 9.9 (a) For the purposes of this Collective Agreement any member of the bargaining unit not covered by Article 9.5, 9.6 or 9.8 above shall be assigned to one of the above ranks in Article 9.4 according to experience, qualifications, and responsibilities.
- (b) Letters of appointment shall be signed by the President or designate. Such letters shall state clearly
- (i) the length and terms and conditions of the appointment;
 - (ii) the category of appointment and whether the appointment is term, preliminary, tenured or confirmed;
 - (iii) if term, the implications of this;
 - (iv) if preliminary, the date when tenure or confirmation will be considered and the date when the candidate can expect to be informed of the decision;
 - (v) salary;
 - (vi) rank and department to which the appointee is assigned;
 - (vii) reference to any additional educational and/or professional qualification which the member must obtain, if applicable;
 - (viii) any other specific conditions of the offer of employment consistent with this Collective Agreement;
 - (ix) credit for years of service and credit for years in rank at another university, or equivalent experience elsewhere, will be specified for the purposes of calculating eligibility for sabbatical leave in accordance with the provisions of Article 21.1(f);
 - (x) confirmation of the number of years of service at another university in a full-time preliminary and/or tenured/confirmed position, if applicable;
 - (xi) research start-up funding, if applicable;
 - (xii) reimbursement of moving expenses, if applicable;
 - (xiii) the statement “The Collective Agreement can be found at the following URL: ”.

- (c) All persons given new appointments, including term appointments, shall be placed within rank at a salary level commensurate with their experience, qualification, and responsibilities.
- (d) Prior to appointment, candidates for a preliminary, tenured, term or confirmed appointment who visit the campus shall be offered the opportunity to be scheduled to visit with the CUASA Office to meet with a representative of the Union. **It is understood that the union may not provide advice to candidates on or negotiate on behalf of candidates regarding the terms of the appointment.**
- (e) Prior to an appointment being offered and accepted, candidates for an appointment who do not visit the campus as part of the appointment process shall be offered the opportunity to be scheduled for a phone consultation with a representative of the Union. **It is understood that the union may not provide advice to candidates on or negotiate on behalf of candidates regarding the terms of the appointment.**
- (f) Letters of appointment shall not specify any criterion for reappointment inconsistent with this Collective Agreement.
- (g) The Association shall receive copies of each letter of appointment once signed and accepted by the candidate.

Articles 9.10(e) and Articles 13.6(d)

The University proposes that the parties mutually discuss a framework for addressing the anomalies noted in the accrual of sabbatical credits, payment for sabbatical credits and workload allocation immediately following sabbatical taken, for faculty members who have reduced time contracts.

9.10 Reduced-Time Appointments

(e) An employee on a reduced time appointment shall be entitled to sabbaticals at times as defined in 21.1(a) and 21.1(b). Workload and compensation during the sabbatical period will be pro-rated appropriately. For the purpose of a sabbatical, a reduced-time appointee shall have the right to a pro-rated accrual of sabbatical entitlement based on nominal salary. To calculate the sabbatical stipend, refer to Article 21.3(h). Article 9.4(d) shall apply with respect to the calculation of service toward tenure, confirmation, promotion and sabbatical. Workload shall also be reduced appropriately. For example; an employee on an ongoing 50% reduced-time appointment, in a unit where the normal teaching workload is 2.0 credits would be assigned to teach 1.0 credit. A full time employee who has a six month sabbatical would be relieved of 1.0 credit after completing three calendar years of service. Therefore, the 50% reduced-time employee who has accrued a six month sabbatical shall also be relieved of 1.0 credit after completing six calendar years of service. The example is meant to assist in the calculation of a variety of sabbatical credits.