

**CUASA PROPOSAL
MAY 17, 2010**

2.1... time to time except that Directors of Schools shall be included in the bargaining unit.

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

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 (except for retirement as provided for in this Collective Agreement), race, creed, colour, national origin, political or religious affiliation or belief, sex or sexual identity, sexual orientation, marital status, physical attributes, physical or mental health, illness or disability (provided that such condition does not require an accommodation beyond the point of undue hardship), place of residence (except where the place of residence would prevent the carrying out of any part of the required duties), 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 Policy(ies), practice(s) or act(s) which create(s), intentionally or unintentionally, a sustained negative working climate which can reasonably be attributed to any of the prohibited grounds in Article 5.1 will be considered discrimination.

~~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.~~

6.3 (c) 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, without cost to the employee, a level of facilities and support services consistent with this responsibility, except that the level at which the employer will maintain the following general support services to the academic units may be adjusted from time to time:

- i. Secretarial and related services
- ii. Computing hardware, software and services, including email, web hosting and networked storage
- ~~iii.~~ adequate printer support (may be network or shared)
- ~~iii.~~ iv. Telephone service including faxing and long distance charges
- v. voice mail
- ~~iv.~~ vi. postage
- ~~v.~~ vii. Space
- ~~vi.~~ viii. Supplies and Equipment
- ~~vii.~~ ix. Computing Services
- ~~viii.~~ x. Instructional Aids
- ~~ix.~~ xi. Photocopying and printing Duplication and scanning
- ~~x.~~ xii. Teaching and Research Assistance
- ~~xi.~~ xiii. Thesis binding for 5 copies of each graduate thesis

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

9.7 Librarian/Archivist Appointments

(a) Criteria

Individuals to be considered for hiring as professional librarian/archivist employees shall have:

- (i) 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,
- (ii)

a. for librarians, 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); or

b. for archivists, an archival technician diploma and appropriate graduate degree, 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)

Note: All occurrences of "librarian" in C.A. Would be replaced with "librarian/archivist"

9.7 (e) Library 'Department' Heads

(i) Library 'department' refers to units within the Library with unit heads performing delegated administrative responsibilities.

(ii) Only continuing-track members at the rank of Librarian III or Librarian IV are eligible to serve as heads.

(iii) Term of Office

(1) The term of office for a Library 'department' head shall normally be three (3) years. The Selection Committee may, with the agreement of the Library 'department' head being appointed, recommend a longer or shorter term.

(2) A term of office for a Library 'department' head will normally commence on July 1.

(iv) 'Department' Head Selection

(1) Before April 30 of the year a 'department' head's term ends, or four (4) months prior to a planned retirement/resignation/sabbatical or within thirty (30) days should the position of head become vacant, the University Librarian shall distribute a current job description to all CUASA Librarians and create a Selection Committee conforming to the following rules:

- i. Whenever possible, CUASA Librarians from the 'department' where the head is being hired shall be included on the hiring committee;
- ii. Committee members shall be professional librarians with a majority of voting members librarians from the CUASA bargaining unit;
- iii. Two librarian members shall be appointed by the University Librarian or designate;
- iv. Two librarian members shall be selected by the Peer Evaluation Committee (PEC);
- v. The University Librarian or designate shall chair the committee but shall only vote to break a tie;
- vi. Any recommendation by the Selection Committee for hiring must be by majority vote.

(2) The Selection Committee shall invite members of the 'department' to meet with candidates being interviewed.

(3) The University Librarian will announce the Selection Committee's decision as soon as possible.

(4) If no internal candidate is clearly suitable, the University Librarian shall post the 'department' head job description externally in accordance with 9.1 (b) (iii) with the successful candidate hired into a continuing-track appointment at the Rank of Librarian III or Librarian IV.

(v) Acting 'Department' Head

(1) Acting 'Department' Heads may be appointed by the University Librarian to a short term in emergency circumstances. Such appointments may not exceed a term of one (1) year.

(2) Four months prior to the completion of the Acting 'Department' Heads term, the University Librarian shall comply with Article 9.7 (e) (iv).

(vi) Recognition for Service as 'Department' Head

(1) In recognition of 'department' head duties, each shall receive a minimum annual stipend as calculated in Article 25.1 (c) (i). In the event 'department' head duties are less than full-time, the annual stipend shall be pro-rated according to the 'department' head's administrative FTE.

10.4 University Level Procedure

(a) (i) There shall be a University Promotions Committee consisting of the Vice-President (Academic) as chairperson, eight (8) members to be chosen by the President and eight (8) full-time faculty employees to be elected by the Senate from among faculty employees holding the rank of Full Professor. The President and a CUASA representative shall be present as an observer during the meetings of this Committee.

(ii) The chairperson shall keep a record of the number of votes cast for and against each candidate. In the event of an appeal the candidate concerned shall be informed of the vote on his/her candidacy.

(b) When the Vice-President (Academic) is satisfied that the documentation necessary is available for each candidate he/she shall submit it to the University Promotions Committee and to the Association. The documentation shall include the complete dossier received from the faculty committee(s) together with a written submission from both the department and faculty promotion committees.

(c) The dean of each faculty shall present the cases of all the candidates from that faculty to the University Promotions Committee.

Article 13: Academic Workload

13.1 Workload of Faculty Employees

The normal workload of faculty employees shall include teaching, research/scholarly/creative activities, and service to the University in proportions of approximately 50%, 35% and 15% respectively of each employee's time, as governed by and varied in accordance with past practice. For each faculty a normal workload shall be defined by past practice.

13.2 Teaching-Workload of Faculty Employees

(a) Subject to Article 13.2(b), within a normal workload, "normal teaching load" within a Faculty shall be defined by past practice in relation to the number of full-course equivalents taught per faculty member or as may be agreed to hereafter by the parties.

(b) Subject to approval by the appropriate dean, the appropriate chairperson or equivalent shall, with due notice and consultation, assign teaching duties to individual faculty members in accordance with the provisions of Article 25 of the Collective Agreement in the light of the individual's discipline, abilities and specialities, and consistent with the normal teaching load of the faculty and department in question. ~~As a part of the normal workload assignment the chairperson or equivalent may assign teaching in the Summer Session. The chairperson or equivalent shall only assign teaching duties in the Summer Session with consent of the faculty member. In any term that a faculty member is assigned teaching duties the chairperson or equivalent shall ensure that the faculty member is provided with at least one day each week free from scheduled teaching to allow for various non-scheduled duties such as research and scholarship, course preparation, professional development and service.~~ Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes.

(b)(c) ~~The appropriate dean shall ensure that the workload assigned to a faculty member is fair, equitable and reasonable.~~

(e)(d) Adherence to the normal teaching load shall encompass necessary minor year-to-year fluctuations in an individual's teaching load, these fluctuations balancing out over time.

(d)(e)

(i) An employee may, with the agreement of his/her chairperson, undertake more than the normal teaching load for his/her department. Normally, such an arrangement shall be formalized in writing between him/herself and the appropriate chairperson, and shall be included in the employee's dossier for promotion, career development and scholarly achievement assessments.

(ii) Where an employee's performance in research/scholarship, as assessed pursuant to Article 41.3(a), is substantially below the norm and has been so for at least five (5) consecutive years, the dean may assign the employee more than the normal teaching load for the employee's department. Such additional assignment shall not exceed one (1) full-course equivalent in any

academic year. This assignment shall be formalized in writing by the dean, and shall be included in the employee's dossier for promotion, career development and achievement award assessments.

~~(e)~~(f) The chairperson shall endeavour to arrange teaching duties in a manner acceptable to each faculty member. Normally, the assignment of scheduled instruction shall be concentrated in two (2) consecutive terms of any academic year ending August 31.

~~(f)~~(g) In assigning workload, the chairperson or equivalent shall give proper consideration to the relevant factors. Factors affecting faculty teaching workload which shall include, but are not necessarily be limited to, the following:

- (i) the number of separate courses taught by each faculty employee;
- (ii) the number of scheduled contact hours per course;
- (iii) the number of hours of preparation, grading, and administration per course;
- (iv) the number of students enrolled, on average, per course;
- (v) the number of hours of student counselling per course;
- (vi) the level (introductory, upper year, graduate, etc.) of each course;
- (vii) the type (lecture, seminar, etc.) of each course;
- (viii) assistance of graduate students or colleagues in the teaching of courses;
- (ix) additional hours of preparation required for a new course;
- (x) the relation of thesis and special project supervision to classroom teaching;
- (xi) the relation of the individual faculty employee's teaching responsibilities to his/her research and scholarship;
- (xii) comparison of faculty workload at Carleton with that of other universities in Ontario;
- (xiii) the relationship between workload policy and other aspects of long-range academic planning;
- (xiv) whether the course is filmed or videotaped;
- (xv) scheduled and unscheduled duties;
- (xvi) the career stage of the member;
- (xvii) the nature and requirements of the member's ongoing research efforts;
- (xviii) the nature and requirements of the member's service and administrative efforts;

(xix) the location and time of the teaching activities assigned;

(xx) the member's supervision of graduate and undergraduate research, theses and projects.

(g)(h) Each faculty member shall receive a copy of their chairperson or equivalent's workload assignments for the member's own workload and a summary of the full assignments for all other members of the unit, prior to these assignments being submitted to the Dean for approval. By June 1, each member shall receive a copy of the Dean's decision on these assignments. A copy of all assignments shall also be sent to the Association by June 1.

(h)(i) The Dean shall provide a workload report of the previous academic year ending August 31, for each unit to the Association by the following December 31. The report shall list: the courses, or fractions thereof, taught by each member and non-member, together with the enrolments in these courses; including multiple sections and labs; the number of students for whom each member was assigned duties involving a significant commitment of time, including supervisions, advisory duties, instruction, directed studies, summer projects and practica; the service duties of each member and any other workload arrangements applying to members of the unit.

13.3 (a) (iii) A professional librarian employee may has the right to devote time during working hours to research projects 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. Time necessary for research projects and/or professional development shall be scheduled by mutual agreement between the employee and their supervisor. The employee has the right to at least twenty five (25) days of such time a year.~~

13.04 (b) Instructor Positions Without Job Descriptions

(i) ~~Subject to the Memorandum of Agreement signed by the parties on 11th day of December, 2003, these~~ Instructor employees shall not teach more than ~~four (4)~~ three and a half (3.5) credits or the equivalent of one-and-one half (1.5) times the normal full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period, and shall not teach more than the equivalent of one-half credit course in excess of 1.5 times the normal faculty employees' teaching workload in any twelve (12) month period.

(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~~ shall have the right to 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).

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15.2

(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.~~

These proposals are without prejudice since CUASA believes current language protects our members against workload increases with respect to examination supervision, coordination and proctoring. Thus the following is an attempt to clarify what we believe is already the case.

(i) It is the responsibility of the employer to coordinate and provide appropriate resources to support faculty in the proper supervision of examination of their students, including the assignment of proctors or other support staff for their courses with an enrolment of 50 or more students.

(ii) For courses with an enrolment of less than 50, the employer will provide relief as needed for course instructors who are supervising their examinations.

(iii) Without such supporting services, the employer shall save and hold harmless the faculty member against all issues arising from their examination.

(iv) Faculty employees are responsible for the supervision of their examinations. 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.

~~Article 16.12~~

~~The parties agree that employees of Carleton University and employees of the Association have a right to privacy in their personal communications and files, whether on paper or in electronic form, and the parties undertake to respect that right to the fullest extent possible. Personal files mean those which are not maintained for university purposes or business, and personal communications includes those that are stored or transferred electronically on university computer systems. Personal files and communications do not include the official file of employees of Carleton University, materials pertaining to students, or official records of university committees and are intended to include files respecting or associated with research conducted or proposed by an employee except where governed by rules of disclosure. Nothing herein shall interfere with the employer's rights and responsibilities including the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, or the need to protect the security or health of individuals.~~

Article 16.12

- (a) The parties agree that employees of Carleton University and employees of the Association have a right to privacy in their personal communications and files, whether on paper or in electronic form, and the parties undertake to respect that right to the fullest extent possible.
- (b) Personal files mean those which are not maintained for university purposes or business, and personal communications includes those that are stored or transferred electronically on university computer systems, including email. Personal files and communications do not include the official file of employees of Carleton University, materials pertaining to students, or official records of university committees and are intended to include files respecting or associated with research conducted or proposed by an employee except where governed by rules of disclosure.
- (c) Nothing herein shall interfere with the employer's rights and responsibilities including the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, or the need to protect the security or health of individuals.
- (d) In accordance with article 16.12 (a), Carleton University agrees that it will not contract out its email system (or server) to a third-party.

17.12

delete

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27.2 (a) (ii) In each academic year, the number of full-course equivalents consisting of in class instruction and course sections delivered via CUTV that may be taught by non-members

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Article 33

33.1 Except as specifically otherwise provided herein, the Collective Agreement ratified by the parties on _____ shall be binding and remain in effect from May 1, 2010~~09~~ until and including the 30th of April, 2011~~10~~.

40.9 Benefits for Retired Members

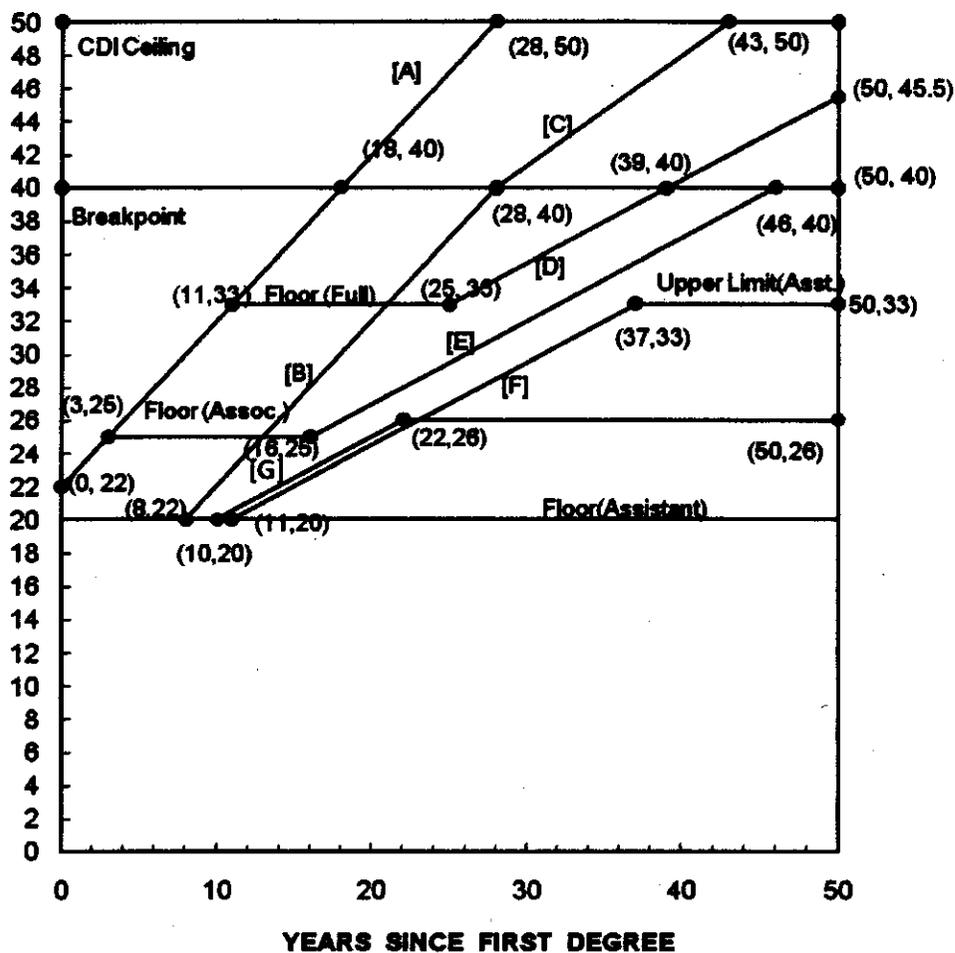
(c) Employees who retire at or after fifty-five (55) years of age, and who have at least five (5) years of continuous service to the University shall continue to have access to the University Library including off campus access to library electronic resources, university email and computer accounts, the athletic facilities and health services. A special I.D. card will be issued on request.

APPENDIX E:

Replace current graphs with ones similar to those developed last year by Fred Afagh which begin at 0 rather than the Asst Floor. This has no financial implications and is for clarity.

3.7 and 3.8: Change from "F" to "L" in 3.7 and change from "F" to "I" in 3.8.

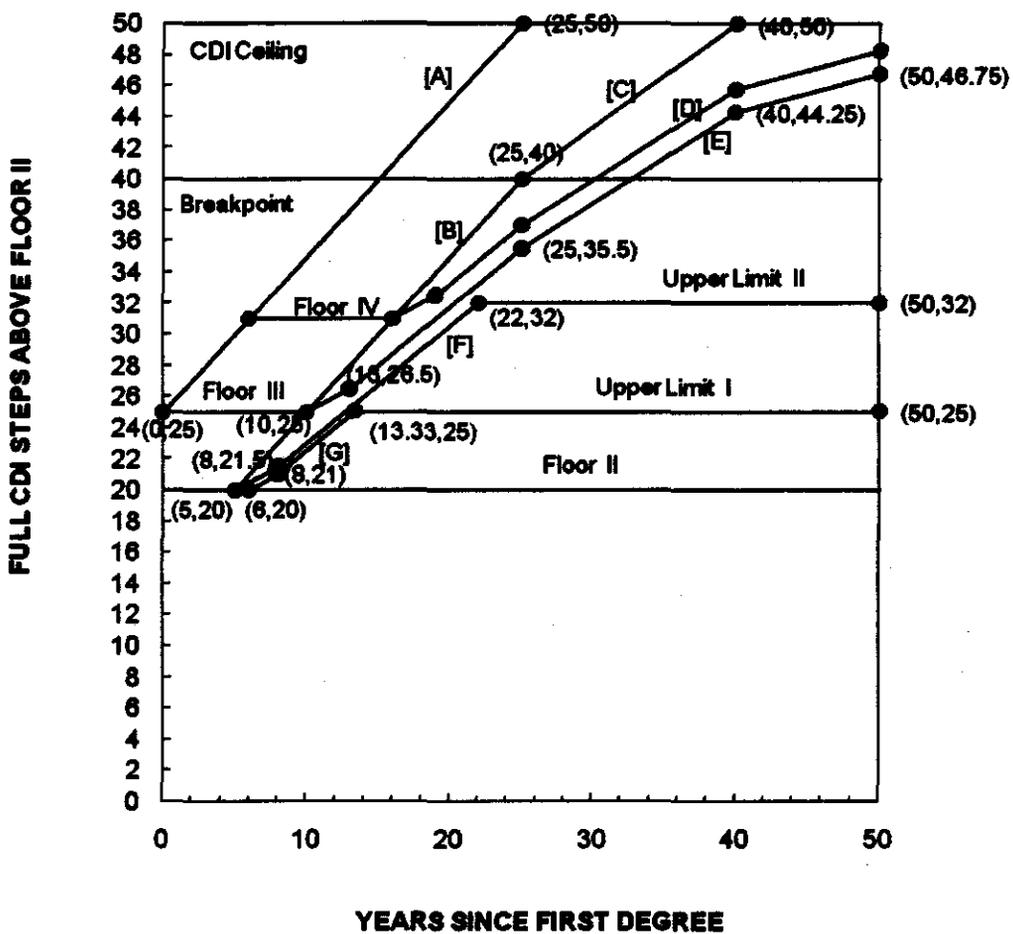
FACULTY



KEY: Numbers in paranthesis refer to point coordinates (Years, CDI steps)

- | | |
|-------------------------------------|------------------------------|
| [A]: Upper Limit (Associate & Full) | [B]: Standard Line |
| [C]: 2/3 CDI | [D]: Lower Limit (Full) |
| [F]: Lower Limit (Assistant) | [E]: Lower Limit (Associate) |
| | [G]: Lower Limit (Lecturer) |

LIBRARIANS

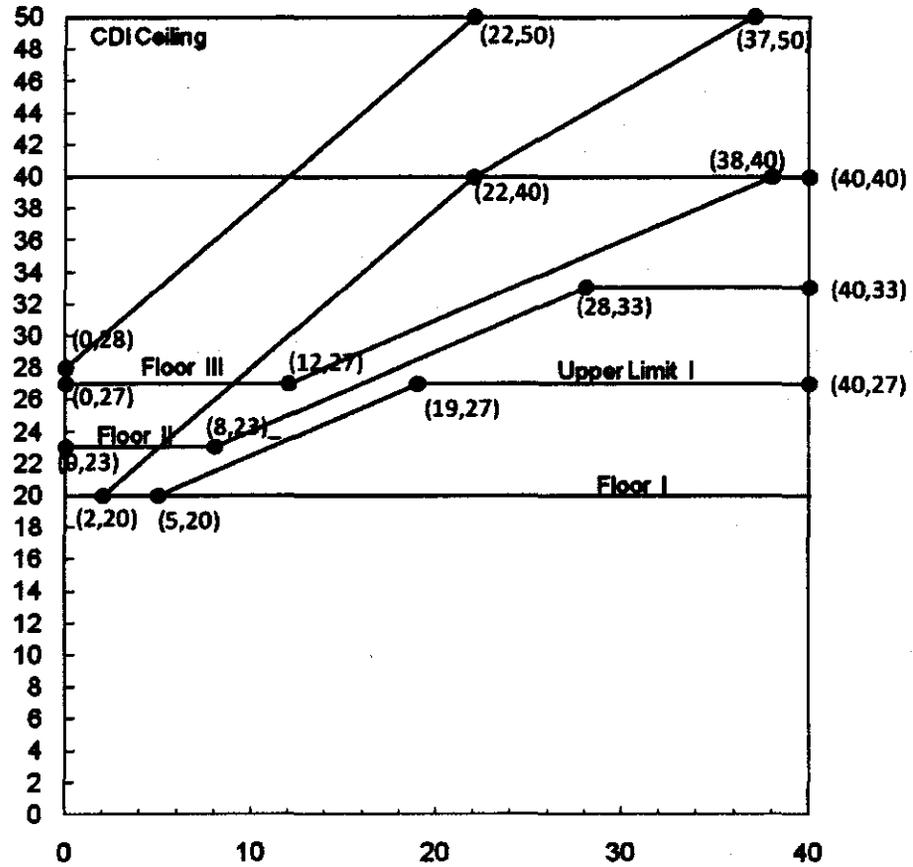


KEY: Numbers un opanrthesis refer to point coordinates (Years, CDI steps)

- [A]: Upper Limit III & IV
- [C]: 2/3 CDI
- [E]: Lower Limit III
- [G]: Lower Limit I

- [B]: Standard Line
- [D]: Lower Limit IV
- [F]: Lower Limit II

INSTRUCTORS



KEY: Numbers in paranthesis refer to point coordinates (Years, CDI steps)

[A]: Upper Limit III
 [C]: 2/3 CDI
 [E]: Lower Limit II

[B]: Standard Line
 [D]: Lower Limit III
 [F]: Lower Limit I

LIST OF ARTICLES RESERVED

Benefits

Article 40

Article 41

Article 43

Article 45

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-~~
Instructor (I, II and III), who are referred to as "Lecturer (Instructor)" for all references in the Carleton University Act; and,
- (iii) Librarian (I, II, III and IV).

Article 14: Technology Transfer, Patents And Copyright

Status Quo

15.2 Rights and Responsibilities of Faculty Employees as Teachers

(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 are encouraged to provide any relevant course materials, if available, 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.

15.3 Rights and Responsibilities of Instructor Employees

(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 are encouraged to provide any relevant course materials, if available, 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 re-scheduled if possible with adequate notice to the students;

15.4 Rights and Responsibilities of Professional Librarian Employees

(f) Professional librarian employees, if involved in scheduled work-related activities shall not normally miss, cancel or terminate such scheduled activities except in the case of sudden illness or emergency and even in such cases shall make every effort to give notification. In other circumstances, subject to the approval of the appropriate "department" head, arrangements for rescheduling or for a substitute must be made in advance of missing scheduled work-related activities. Adequate notice shall be given of any re-scheduling of cancelled activity.

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

(a) When addressing themselves to the community at large, members of the academic staff retain the rights and responsibilities which flow from the exercise of academic freedom. Except when specifically authorized to speak on behalf of the University, an employee shall not by his/her conduct purport to be speaking or acting on behalf of the University.

(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 ($\frac{1}{2}$) 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~~ or “department” head in the Library, of the nature and scope of any paid or unpaid outside professional activity of a substantial and continuing nature that is likely to have an impact on their scheduled duties and of any changes subsequent to the last notification.

(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.

CUASA PROPOSED MEMORANDUM OF AGREEMENT
21 June 2010

Whereas the Mandate for the Parity Sub-Committee for the examination of the Tenure and Promotion Processes and Procedures calls for the reports and recommendations emerging from its deliberations to be submitted to JCAA for “consideration of the parties”;

And whereas CUASA participation in the sub-committee, including all opinions expressed in the sub-committee deliberations and also in the reports and recommendations emerging from those, were predicated upon the process set out in and implied by the Mandate's referral of the report to JCAA;

The parties agree that within 30 days of the signing of a new collective agreement, any report(s) arising from this process will be tabled at a meeting of JCAA for proper and careful consideration of the parties;

The parties further agree that the employer's reserved right to table proposals regarding tenure and promotion is withdrawn from the current round of collective bargaining.