

# **CUASA Proposals**

## **Collective Bargaining 2017**

### **Workload Package**

**September 15<sup>th</sup>, 2017**

*These proposals set out CUASA's bargaining position on the individual articles included as of this date.  
CUASA reserves the right to amend its position, including the right to add, modify or delete any  
component of each individual article if not accepted in its entirety*

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### **Article 2: Definition of the Unit**

- 2.1 The composition of the bargaining unit shall be as defined by the certificate of the Ontario Labour Relations Board, dated June 18, 1975, as further specified by decisions of the Board dated April 4, 1975 and June 18, 1975, which may be amended from time to time **except that Directors of Schools shall be included in the bargaining unit**. This certificate, and subsequent amendments, if any, shall be deemed to be incorporated into and become a part of this Collective Agreement (see Appendix C).
- 2.5 Persons engaged in instructional duties will be included in the bargaining unit if they teach more than ~~two (2)~~ **one and a half (1.5)** full-credit courses in the Fall and Winter terms. **Additionally, persons engaged in instructional duties will be included in the bargaining unit** ~~or~~ if they teach more than ~~three (3)~~ **two (2)** full-credit courses in any academic year ending August 31. (Repeated sections will count as if they were other courses.)

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

**6.1** [Reserve]

#### **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~~ **a party** seeks to rely on a past practice the onus shall be on ~~the employee or the Association~~ **that party** 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) The Employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of employees may be effectively carried out, and **shall provide all administrative, professional, facilities, and material support necessary for the academic functions of CUASA employees.** ~~undertakes, therefore, to continue to provide a level of facilities and support services consistent with this responsibility.~~
- (d) Consistent with the Employer's acknowledged responsibility as set out in Article 6.3(c) above, the following general support service shall be provided 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, **including internet access**
  - (vi) Instructional aids
  - (vii) Photocopying and printing
  - (viii) Teaching and research assistance

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

- (e) Consistent with the Employer's acknowledged responsibility as set out in 6.3(d) above, **upon hiring and at least every three (3) years** the Employer shall ~~make a reasonable effort to~~ provide each employee with a ~~standard model~~ computer and/or comparable technology and access to software and printing resources; appropriate for **all the academic duties of CUASA employees.** ~~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.~~

## Article 9: Appointments

9.1 [Reserve]

9.3 [Reserve]

9.7 [Reserve]

### 9.8 Instructor Employees

- (a) The ranks Instructor I, II and III are reserved for those persons in the bargaining unit not covered by 9.5 or 9.6 above who are either engaged primarily in teaching or who perform duties defined by a specific job description, and whose responsibilities do not require participation in or conduct of research other than that required by their teaching duties or by the appropriate job description as approved by the JCAA.
- (b) Instructor employees initially appointed during the term of this Collective Agreement shall be appointed according to the provisions of Article 9.
  - (i) Term appointments shall be made in accordance with Article 37 (Term Appointments).
  - (ii) Preliminary appointments shall be for a period of one (1), two (2), or three (3) years and shall be made in expectation of renewal and/or confirmation.
  - (iii) In addition to the provisions of Article 9, Instructor employees shall, upon appointment, receive statements in writing as to which of the following categories, identified under Article 12.1, applies to the appointment in question: primarily classroom teaching, or a position governed by an individual job description. Where an Instructor employee is appointed to the category involving individual job descriptions and the position to which the person has been appointed is not governed by one of the job descriptions appended to this Collective Agreement, a job description which is reasonably equitable in terms of workload and by comparison with other job descriptions for similar positions, shall be developed **and provided with the letter of appointment. A copy of the job description must be given to the employee, included in the employee's official file, and sent to CUASA.**
- (c) An Instructor employee who is newly recognized by the Employer as a member of the bargaining unit shall be granted a preliminary appointment if they have at least two (2) years previous full-time service with the Employer in an academic capacity, and shall be considered for a confirmed appointment if they have five (5) or more years of full-time service with the Employer in an academic capacity.

## 9.11 Student/CUASA Member Ratio and Complement

Carleton University is committed to providing as many full-time faculty, instructor members, and librarian members as possible to support the research, teaching, and service endeavours of the University. The long-term viability and excellence of the University requires a critical mass of full-time members engaged in all three of these areas. In recognition of the recent growth in the number of students, the changing profile of the University, and the Government of Ontario's objective of improving student to faculty ratios, the Parties agree to the following measures to maintain, improve and monitor the CUASA member complement:

### Faculty

- (a) the calculation of the student to faculty ratio shall be as follows:
  - i. the number of FTE students equals the enrolments as reported to the Government of Ontario for the academic year.
  - ii. the number of FTE faculty equals the number of current full-time CUASA faculty as calculated for the Ontario Council of Academic Vice-Presidents, excluding faculty on sabbaticals or other leaves of absence for the current academic year.
- (b) the University agrees that the complement of CUASA faculty and Instructors in the Bargaining Unit shall not be fewer than the number in the 2016-2017 contract year;
- (c) the University agrees to use the FTE student/FTE faculty and instructor ratio in determining the faculty complement. The University agrees that the FTE student/FTE faculty ratio for the whole University shall be no greater than 25:1, and the FTE student/FTE faculty ratio in any given faculty shall be no higher than it was for the same faculty in the 2016-2017 academic year. If the ratio is greater than 25:1, the University agrees to hire a sufficient number of full-time CUASA members to reduce the ratio to 25:1.
- (d) For monitoring student to CUASA member ratios and the effect of student enrolment on Members' workload, the University shall annually provide a report on March 1 to JCAA, with a copy to the Association, which includes the following information:
  - i) calculation of the number of full-time equivalent (FTE) students and each of (FTE) faculty and (FTE) instructors, as calculated according to (a), and the data used in the calculation of (a).
  - ii) the number of each of (FTE) faculty and (FTE) instructors as reported to Statistics Canada;
  - iii) the number of each of (FTE) faculty and (FTE) instructors as reported to the Province of Ontario;

- iv) **the number of courses taught by contract academic staff in the fall and winter terms of the current academic year and the spring/summer terms of the previous academic year (as per Article 27.5);**
- v) **the ratio of FTE students to (FTE) faculty and instructors, as calculated according to (a), for the previous and current academic years for each faculty;**
- vi) **the ratio of undergraduate and graduate course registrations to (FTE) faculty for each academic unit;**
- vii) **the most recent reports of the COU and Ministry of Advanced Education and Skills Development on student/faculty ratios for Ontario universities.**

#### **Librarians**

- (e) **the University agrees that the complement of CUASA librarians in the Bargaining Unit shall not be fewer than the number in the 2016-2017 contract year.**

## **Article 12: Instructor Employees**

### **12.2 Criteria for Evaluation of Instructor Employees: Principles**

[...]

- (e) Teaching effectiveness will constitute the most important criterion of evaluation for Instructor employees in making assessments for any of the purposes listed in Article 12.2(a). In assessing teaching effectiveness:
  - (i) student ~~opinion shall~~ **experience may** be taken into account in accordance with the procedures set out in Article 26; and,
  - (ii) faculty and ~~(except where seriously impractical)~~ Instructor employee opinion may be taken into account. Such opinion shall be based on first hand experience of the Instructor employees in the classroom, laboratory, or field location.

Each class of opinion shall be accorded roughly equal weight, as applicable.

### **12.3 Renewal and Confirmation of Appointment**

[...]

- (c) **Procedures for Renewal and Confirmation of Appointment**
  - (i) Instructor employees shall be considered first by the departmental tenure committee, or equivalent, for renewal of appointment and confirmation. When any Instructor employee is being considered by any such committee or mechanism, an Instructor employee other than the employee under consideration

shall be added as a member of the committee or mechanism, and shall remain a member for all consideration of the Instructor employee in question. Where a department has only one (1) Instructor employee, an observer from the same faculty as the Instructor employee shall be named by the Association and shall be present for all consideration of the Instructor employee. Such an observer may divulge matters relating to the deliberations of the committee only to higher level committees, or an arbitrator in the event of an appeal. Instructor employees shall cooperate with the decision-making bodies at the department, faculty and University level in providing information relevant to their candidacies.

- (ii) The committee shall make a recommendation to the appropriate Dean, and shall submit all reasonable supporting evidence by October 31st of the year in question.
- (iii) Each candidate shall be informed of the committee's recommendation by the department Chair/Director.
- (iv) A candidate may at this time submit additional information including the names of referees to the appropriate Dean if they believe that their case has not been adequately represented.
- (v) Reappointment or confirmation of Instructor employees shall be considered by the appropriate faculty level committee. The faculty committee shall make its recommendations to the appropriate Dean, who shall make the decision whether or not to renew the appointment or grant confirmation. **When any Instructor employee is being considered by any such committee or mechanism, an Instructor employee other than the employee under consideration shall be added as a member of the committee or mechanism, and shall remain a member for all consideration of the Instructor employee in question.** Where the decision is unfavourable, the appropriate Dean shall give their reasons for the unfavourable decision in writing, with reference to the appropriate criterion, and in sufficient particularity to allow the Instructor employee against whom the decision was made to respond to any alleged deficiencies from the facts of their own case. In the event of a grievance, no evidence shall be presented at any stage by the Employer which concerns any matters not referred to in the Dean's statement of reasons in writing, unless such matters are raised by the Instructor employee in their grievance.

## **12.6 Parity Committee on Instructors at Carleton University** [New Article]

**Within three (3) months of the ratification of this collective agreement, a joint parity committee shall be struck with a mandate to review the Instructor rank at Carleton. Within a reasonable and mutually agreed-upon timeline, the committee shall issue joint recommendations to be brought to JCAA for consideration.**

## Article 13: Academic Workload

### 13.1 Workload of Faculty Employees

- (a) 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.
- (b) **The Chair/Director(s) of an academic unit, and their respective Dean(s) in the case of cross-appointed faculty members, shall arrange teaching and service duties in a manner that conforms with this collective agreement, that is acceptable to each faculty member, and in a manner that equitably distributes such work among the faculty members of the unit(s). These duties shall be communicated to each member in writing.**

### 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. Each faculty member will be assigned a teaching workload of less than 2.5 credits.
- (b) Subject to approval by the appropriate Dean, the appropriate Chair/Director 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 specialties, and consistent with the normal teaching load of the faculty and department in question. As a part of the normal workload assignment the Chair/Director or equivalent may assign teaching in the Summer Session in consultation with the Faculty member. Teaching as a part of normal workload assignment shall not be scheduled over more than two semesters within one academic year. Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes.
- (c) No later than June 30<sup>th</sup>, the Employer shall provide each individual faculty member with their teaching schedule for the next year subject to situations of extreme urgency, such as changes in enrollment, sudden illness or unplanned resignations that may occur over the summer.
- (d) (i) An employee may, with the agreement of their Chair/Director, undertake more than the normal teaching load for their department. ~~Normally, s~~**Such an arrangement shall be formalized in writing between oneself the employee and the appropriate Chair/Director, and shall be included in the employee's dossier for promotion, career development and scholarly achievement assessments. Any**

**such agreement shall remain consistent with the collective agreement. A copy of this agreement shall be provided to CUASA.**

- (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 and where the Dean has addressed the issue with the employee in each of the five (5) years, the Dean may assign the employee more than the normal teaching **and/or service** 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) The Chair/Director 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) The Chair/Director shall give consideration to the factors affecting faculty teaching workload which include, but are not necessarily 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 their 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) the deployment and supervision of teaching assistants
- (g) There shall be no expectation that faculty employees will respond to email or phone calls from students between the hours of 5:00 PM and 8:30 AM or on weekends.

- (h) **Course instructors shall have at least fifteen (15) working days after the date of the formally scheduled final examination or the last day of class, whichever is later, to submit the final course grades.**
- (i) **CUASA members shall not be required to mark deferred examinations set by non-CUASA members.**
- (j) **Within one year of the signing of this collective agreement, the Dean of each faculty, in consultation with each unit, shall determine a protocol for granting teaching releases to faculty in acknowledgement of graduate supervisions, undergraduate thesis supervisions, and for-credit directed reading courses and tutorials. These must be equitably distributed. A copy of each protocol shall be provided to CUASA.**

## **13.4 Instructor Employees**

- (a) **General**
  - (i) The workload of Instructor employees includes assigned teaching responsibilities, professional and/or instructional development, assigned administrative tasks, **service (as per article 13.5)** and, where the position in question is governed by a job description (appended to this Collective Agreement) such duties as are contained in the relevant job description.
  - (ii) The workload of Instructor employees shall not exceed an average of thirty-five (35) hours per week over eleven (11) months each year (with one (1) calendar month annual vacation). When an instructor is appointed to assume a workload less than the full workload (Article 12) or assumes such a lesser workload by agreement with the Employer, (Article 13.6), their salary shall be pro-rated accordingly.
  - (iii) The Employer reserves the right to develop measures to monitor the work of Instructor employees, and to require the cooperation of Instructor employees in such monitoring. Such measures will, however, be implemented only after consultation with the Association.
  - (iv) Instructor employees shall devote about three-quarters (3/4) of their time to teaching, directly related activities, and/or, where appropriate, duties specified in the employee's job description. Instructor employees shall have most of the remaining time available for professional and related development, with a small amount of time for duties arising from Article 15.3(b)(xii), (xiii) and (xiv).
  - (v) No Instructor employee shall be required to teach more than the equivalent of three (3) different courses per term in the Fall and Winter terms, or more than four (4) in any one twelve (12) month period from September 1st to August 31st and shall not be required to teach more than the limit established in Article 13.4(b)(iv) below.
  - (vi) An Instructor employee's Chair/Director shall assign workload in consultation with the Instructor employee concerned and in accord with the provisions of

Article 25 of this Collective Agreement. The provisions of Article 13.2(f) shall apply, *mutatis mutandis*, to Instructor employees. Where an Instructor employee is not satisfied with the work assigned, though it falls within the provisions of this Agreement, they may appeal to the appropriate Dean.

- (vii) Subject to Article 20.8(c), the Employer shall provide an opportunity each year to take at least three (3) consecutive weeks of annual vacation sometime during the year, and will provide an opportunity at least every second year to take a full month of annual vacation in the period from July 1<sup>st</sup> to August 31<sup>st</sup>.
- (viii) There shall be no expectation that instructor employees will respond to email or phone calls from students between the hours of 5:00 PM and 8:30 AM or on weekends.

(b) **Instructor Positions Without Individual Job Descriptions**

- (i) Subject to the Memorandum of Agreement signed by the parties on December 11, 2003 these Instructor employees shall not teach more than three ~~and one half (3.5)~~ **(3.0)** 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 academic year ending August 31.~~
- (i) Subject to operational requirements, the Employer will make every reasonable effort to allow an Instructor employee to teach their full course load in the Fall/Winter Session. In any event, every second year an Instructor employee may teach their 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 oneself 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).
- (iii) Total number of different or separately registered students in classes for which the Instructor employee is responsible shall be determined with due consideration for sound pedagogy.
- (iv) Maximum contact hours per week in any one term shall be as follows:
  - (1) in all other units in the Faculty of Arts and Social Science, except for the Modern Languages units in SLALS, seventeen (17) hours where five (5) sections are taught in that term; fourteen (14) hours where four (4) sections are taught in that term; and eleven (11) hours where three (3) sections are taught in that term; and,
  - (2) in the Modern Languages unit in SLALS, a maximum of ~~sixteen (16)~~ **fourteen (14)** hours per week averaged over two (2) years where necessary.

- (v) Where an Instructor employee is assigned the co-ordination of a multi-section course, or other substantial duties over and above the instructor's normal duties, there shall be an appropriate compensatory reduction in other assigned teaching workload.

(c) **Instructor Employee Positions with Individual Job Descriptions**

Each Instructor employee in this category shall perform the work specified in their job description provided that the duties there specified can reasonably be carried out in a thirty-five (35) hour week averaged over the year, after approximately one-quarter (1/4) of that time integrated over the year has been deducted for professional development and assigned duties arising from 15.3(b)(xii), (xiii) and (xiv).

- (d) (i) When an Instructor employee is scheduled to teach a course in the summer as part of their workload **as per their job description**, they shall have the option of taking ~~two (2)~~ **one (1) month's** leave of absence without pay instead of teaching. Such leave shall require the consent of the appropriate Dean after consultation with the department Chair/Director concerned. However the leave may be withheld only in the case of essential department need.
- (ii) The Instructor employee shall apply for such leave no later than three (3) months before the start of the scheduled summer course. All regulations regarding Leave of Absence Without Pay (Article 20.1) shall apply except that:
  - (1) Membership in the retirement and other benefit plans must be maintained. The ~~employee~~ **Employer** shall pay the full costs of membership in the retirement plan during the period of leave. Costs of other benefit plans will continue to be apportioned according to the cost-sharing arrangement specified for employees in Article 40.
  - (2) Such leave shall not affect credit for years of service or other entitlement to consideration for career development increments, promotion, sabbaticals, confirmation, or renewal of term or preliminary appointment.
  - (3) The appropriate Dean shall inform the Instructor employee of their decision no later than two (2) months before the start of the scheduled summer course.
  - (4) The Instructor employee shall inform the appropriate Dean in writing of irrevocable acceptance or rejection of the leave no later than six (6) weeks before the start of the scheduled summer course.
- (iii) The Instructor employee shall not teach for remuneration at Carleton University during any period of leave awarded under the terms of this Article.
- (iv) Leave may not be awarded under the terms of this Article more often than once every two (2) years.
- (v) Whether an Instructor employee teaches a summer course (other than for an extra stipend) or takes leave of absence without pay in lieu of teaching a summer course, they shall be entitled to one (1) month of annual leave in the period from

July 1st to August 31st of the following summer except in the Faculty of Science, where the Employer will make every attempt to provide this opportunity.

- (e) An Instructor employee may be assigned such other academic and administrative duties as they are able to perform in place of part of their teaching and/or job description duties, if a full load of teaching or job description duties is not available. Such duties may include counselling of students or preparing instructional material or designs of a sort not part of the usual preparation for courses which they customarily offer. Such assignments shall not take up more than about one-quarter (1/4) of an Instructor employee's total work time averaged over eleven (11) months. Instructor employees must be engaged at least one-half (1/2) time in teaching or performing job description duties.
- (f) Where an Instructor employee is teaching for the first time a course which requires unusual advance research and/or the preparation of unusually extensive or elaborate course material, their Chair/Director shall take this into account in assigning their workload.
- (g) **Course Instructors shall have at least fifteen (15) working days after the date of the formally scheduled final examination or the last day of class, whichever is later, to submit the final course grades.**

### **13.5 Service** [New Article]

- (a) **There is no single definition of service. Service includes any activity that is not normally defined as teaching, research/scholarly/creative activities, and the proportion of these activities may vary from time to time.**  
**Subject to Articles 6.3(a), 10, 15.1(b), 41.3, and Appendix B, examples of service shall also include, but are not limited to, serving as a chair of a thesis committee or thesis examiner at Carleton University or elsewhere; refereeing submissions to scholarly publications; editing scholarly publications; volunteering; advocacy; activism; and any activities the employee deems appropriate. Service does not include forms of outside paid employment.**
- (b) **Notwithstanding Article 18, the Employer agrees to support an employee's participation in service. An employee's service shall be in reasonable balance with the employee's other obligations, duties, and responsibilities as set out in this collective agreement.**
- (c) **The Employer shall pay the cost of an employee's professional association dues where the Employer requires that membership as a condition of employment.**
- (d) **Employees shall have the right to state the nature and place of their employment, rank and title(s) in connection with external service activities and to use their institution address as a mailing address so long as they do not purport to represent the Employer or to speak on the Employer's behalf unless specifically authorized to do so.**

### 13.67 Reduced-Time Provisions for Long-Service Employees

- (a) Notwithstanding the provisions of Article 13.5(a) and 9.10(b)(iv) of the Agreement, any employee aged fifty-five (55) years or over and with ten (10) or more years of full-time service at Carleton University is entitled to, and may apply for, a special reduced-time arrangement on the basis of the provisions set out below:
- (i) A faculty employee shall normally be assigned a teaching load of one-half ( $\frac{1}{2}$ ) of the normal teaching load as defined in Article 13.2. Any deviation from this normal teaching load shall occur only at the request of the employee concerned, and with the agreement of the Dean.
  - (ii) A faculty employee's workload in the other areas of responsibility (graduate and honours student supervision, research, and service to the University **as per article 13.5**) shall be pro-rated so that their total workload, including the teaching load as defined in (i) above, does not exceed one-half ( $\frac{1}{2}$ ) of a full workload as defined in Article 13.2 in any remaining year of service.
  - (iii) The distribution of the reduced workload, as defined in (ii) above, in respect of the normal components of a full workload, as defined in Article 13.2, shall be a matter of agreement, subject to (i) above, between the Employer and the faculty employee.
  - (iv) An Instructor or professional librarian employee shall be assigned a workload that does not exceed one-half of a full workload, as defined by Article 13, as appropriate to their category of employee.
  - (v) The provisions of (iii) above shall apply to an instructor or professional librarian employee, *mutatis mutandis*.
  - (vi) An employee who enters into a special reduced-time arrangement shall receive a salary equivalent to one-half (50%) of their nominal salary at the time of entering into the arrangement, plus an additional three percent (3%) of the said nominal salary for each year of full-time service at Carleton in excess of ten (10) years to a maximum of fifteen (15) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of nominal salary.
  - (vii) Unless prohibited by agreement with the carrier(s), the Employer shall provide a reduced-time appointee with the same benefits and coverage as specified in Article 40 for employees (except the Carleton University Retirement Plan) and shall, where applicable, contribute to the cost of these plans on the basis of nominal full-time salary.
    - (1) For the Carleton University Retirement Plan, the reduced-time appointee shall contribute at the rate of six percent (6%) of their actual salary.
    - (2) The Employer shall contribute to the plan at the rate of six percent (6%) of the reduced-time employee's nominal salary, plus an amount equal to the difference between six percent (6%) of the employee's nominal salary and six percent (6%) of their actual salary.

- (3) Full credited service shall be granted to each reduced-time employee for each year in which the provisions of (a) and (b) above apply. Where an employee has been employed on a reduced-time basis prior to the application of this Article as here worded, credited service shall be pro-rated in accordance with the level of contribution they elected to make under the terms of this Article before revision.
- (4) For the purposes of the Minimum Guarantee as defined in the text of the Carleton University Retirement Plan, the employee's full-time nominal salary shall be used to calculate the average of the best five (5) years' earnings.
- (viii) Normally, the employee shall take up the option on either July 1 or January 1 with at least six (6) months' notice provided to the appropriate Dean or University Librarian.
- (b) This special reduced-time arrangement is conditional on the employee agreeing to retire early on either July 1 or January 1 as follows:
  - ~~reduced time at age 55 retire within five(5) years of taking up the option~~
  - ~~reduced time at age 56 or 57 retire within four (4) years of taking up the option~~
  - ~~reduced time at age 58 or older retire within three (3) years of taking up the option.~~
- (c) Notwithstanding Article 9.10(g), when an employee enters into a special reduced-time arrangement, that arrangement shall normally be considered as permanent for the duration of their service at Carleton University.
- (d) 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). 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 years of full-time service. Therefore, the 50% reduced-time employee who has accrued a six month sabbatical shall also be relieved of 1.0 credit after completing three years of full-time equivalent service. This example is meant to assist in the calculation of a variety of sabbatical credits.

### **13.9 Administrative Duties and Support** [New Article]

- (a) **CUASA members shall not be required to perform any of the following duties:**
  - (i) **photocopying, printing, and stapling;**
  - (ii) **marking of deferred examinations set by non-CUASA members;**
  - (iii) **proctoring;**

- (iv) **electronic or paper administrative form submission;**
  - (v) **printing and assembling course outlines;**
  - (vi) **any and all work performed by members of other bargaining units.**
- (b) **When the Employer is contemplating the elimination of one or more position(s) that provide a significant level of administrative, professional, facilities, or material support or service to CUASA employees or a unit, it shall notify CUASA in writing at least thirty (30) working days in advance of the elimination, at which time the matter shall be brought to JCAA in order to develop a plan for maintaining the performance of work that had been associated with the eliminated position(s).**

## **Article 15: Rights and Responsibilities**

### **15.3 Rights and Responsibilities of Instructor Employees**

- (a) The prime role of Instructor employees shall be to disseminate knowledge and understanding through teaching. In addition to teaching, Instructor employees shall undertake such other activities as may be defined by this Collective Agreement or by the job description for their position, where such has been agreed upon by the parties. Instructor employees are not expected to conduct research or scholarship, other than that directly related to their teaching or job description duties.
- (b) All Instructor employees shall have the following rights and responsibilities:
- (i) Instructor employees shall devote their energies conscientiously to their professional development as effective teachers. They have, therefore, the right and responsibility to ensure their professional development as effective teachers;
  - (ii) it is the responsibility of Instructor employees to teach conscientiously and competently courses which fall within their area(s) of professional competence and which are, after consultation, assigned to them by the Chair/Director, within the workload provisions of Article 13;
  - (iii) it is the responsibility of Instructor employees to deal ethically and fairly with students, to foster a free exchange of ideas, to avoid discrimination and to respect the principles of confidentiality in a manner consistent with their instructional role;
  - (iv) Instructor employees shall have the right and responsibility to organize and structure classroom and laboratory activities ~~within the limits set by available facilities~~ and to adopt reasonable means to maintain a learning environment which is both productive and orderly;
  - (v) Instructor employees shall be conscientious in the preparation and organization of subject matter, in the revision of that subject matter ~~in accordance with appropriate departmental guidance~~, and shall inform their students from time to time regarding their instructional and evaluation methods;

- (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 their Chair/Director and students notified. In other circumstances, subject to the approval of the Chair/Director, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. When able, instructors shall provide any relevant extant course materials for the missed scheduled instruction to the replacement or substitute instructors. Such materials shall be returned to the original instructor 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;
- (vii) Instructor employees shall comply with established procedures and deadlines for reporting and reviewing the grades of their students and other such reasonable procedures and deadlines as may be necessary for the well-ordered operation of the University. This includes responsibilities for academic counselling, assisting at registration, and assisting in supervision at examination times as specified in Article 15.2(i) for faculty employees;
- (viii) Instructor employees shall inform the students of the times when they will normally be available in their offices for consultation. A copy of this information shall be posted on the employee's door with additional copies to the relevant Chair/Director and Dean. The times available shall be such as are likely to be convenient for the students and adequate for the numbers of students involved;
- (ix) Instructor employees shall have the right to attend and take part as voting members in departmental meetings;
- (x) Although it is not expected that the conduct of research/scholarship will constitute one of the functions performed by Instructor employees, Instructor employees shall be deemed eligible to seek University support for such research or scholarship;
- (xi) Instructor employees will work in cooperation with course co-ordinators;
- (xii) Instructor employees will assist when requested in the training of teaching assistants, to an extent reasonably consistent with devoting themselves primarily to their assigned teaching responsibilities **as per Article 9.8(a)**;
- (xiii) Instructor employees will serve when requested on departmental committees, to an extent reasonably consistent, when added to other non-teaching duties, with devoting themselves primarily to their assigned teaching responsibilities **as per Article 9.8(a)**; and,
- (xiv) Instructor employees shall carry out such duties as may be requested of them by the Chair/Director or Dean, provided such requests, together with other non-teaching duties, are reasonably consistent with devoting themselves primarily to their assigned teaching responsibilities **as per Article 9.8(a)**.
- (xv) Where course load release is customary for faculty employees, instructor employees who fulfill the same duties shall receive the same course load release.

- (c) As provided by Article 6.3(c), the Employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of Instructor employees may be effectively carried out, and undertakes to provide Instructor employees with reasonable opportunity to carry out their responsibilities effectively.

#### **15.4 Rights and Responsibilities of Professional Librarian Employees**

- (a) As the prime role of professional librarian employees is to further the pursuit and dissemination of knowledge and understanding through the application of their skills and expertise as professional librarians, they must devote their energies conscientiously to the development of their competence and effectiveness as librarians.
- (b) It is the responsibility of professional librarian employees to participate in the effective operation of the library and to carry out the duties described in the relevant job description.
- (c) Professional librarian employees, while complying with the responsibilities in this article, have the right and responsibility to devote their energies conscientiously to their research projects and/or professional development, subject to operational requirements.
- (d) It is the responsibility of professional librarian employees to deal fairly and ethically with those to whom they render their professional services, to foster a free exchange of ideas, to avoid discrimination and to respect the principles of confidentiality, in a manner consistent with the performance of their professional role.
- (e) Professional librarian employees shall have the right and responsibility ~~within the limits set by available facilities~~ to adopt reasonable means to maintain an orderly and productive learning environment in the library.
- (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. Adequate notice shall be given of any re-scheduling of cancelled activity.
- (g) Although it is not expected that all professional librarian employees will engage in research/scholarship, those who do shall have the right to seek University support for the research/scholarship, and the responsibility to report on those activities in their annual report.
- (h) As provided by Article 6.3(c), the Employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of professional librarian employees may be effectively carried out, and undertakes to provide professional librarian employees with reasonable opportunity to carry out their responsibilities effectively.

#### **15.6 [Reserve]**

### **Article 22: Other Terms and Conditions of Employment**

## 22.9 Teaching Assistance [New Article]

The parties agree with the objective of maintaining class sizes and formats that are conducive to pedagogical soundness, and the Employer agrees that Members should be provided with sufficient teaching assistance. As such:

- (a) Each faculty shall develop and maintain a policy, approved by its faculty board, of norms regarding the allocation of graduate student Teaching Assistants for its courses. The parties recognize that the allocation of Teaching Assistants may vary with the availability of Teaching Assistants and with the kind of course taught; however, in no case shall the ratio of teaching staff (defined here as the instructor(s) of record plus total TA support for that course) to students enrolled in a course exceed 1:50 in 1000-level courses, 1:40 in 2000-level courses, and 1:30 in courses at the 3000- and 4000-levels.
- (b) The number of students in any section of a foreign/second language course shall not exceed twenty-five (25).
- (c) A Member teaching a course with written assignments and with examinations which are not computer marked shall be assigned at least two and one-half (2.5) hours of marker/grader assistance for each half-credit value of the course, for each block of five (5) students or portion thereof exceeding thirty (30). However, if the equivalent marking/grading assistance is available through the allocation of Teaching Assistant time provided for under (a), such marking/grading may instead be provided by a teaching assistant qualified for the course.

## Article 27: Employment Of Non-members

- 27.1 (a) The Employer agrees not to employ non-members of the bargaining unit to teach courses in the Summer Session without first circulating the advertisement of all such courses to members of the bargaining unit.
- (b) The Employer shall normally give preference to members of the bargaining unit applying to teach courses in the Summer Session where the members' qualifications are demonstrably equal to those of non-member applicants.
- 27.2 (a) (i) The Employer recognizes the desirability of minimizing contract instructor expenditures.
- (ii) In each academic year, **in each department**, the number of full-course equivalents that may be taught by non-members of the bargaining unit during the ~~Fall and Winter terms~~ **Academic Year** (excluding those taught by persons referred to in Articles 27.3, 27.4 and 27.5 and academic staff retired from Carleton University) shall not exceed  $y$  where  $y = 0.404 \mathbf{0.35} x$  the number of

members paying dues to CUASA or charity as reported on the November dues print-out transmitted to CUASA by December 10.

- (b) In the event of a declaration of financial stringency by the Board of Governors pursuant to Article 17, the Employer shall reduce the amounts as determined in Article 27.2 (a) by 60% within twelve (12) months of such declaration.
- 27.3 Nothing herein shall prevent persons holding professorial rank, who occupy academic or administrative posts or serve as members of the Board of Governors and are employed full-time, from doing academic work at Carleton University.
- 27.4 Nothing herein shall prevent the performance of instructional duties by students currently registered in a program in the Faculty of Graduate Studies at Carleton University, **or by Post-Doctoral Fellows employed at Carleton University** in accordance with the rules of that Faculty as of the signing of this Collective Agreement.
- 27.5 (a) **Any person hired, including but not limited to Research Associates; Research Fellows; Clinical Fellows; Clinical Scholars; Visiting Scholars; Visiting Researchers; or Visiting Faculty, to replace a CUASA member on leave, where notice for leave is given two (2) or more months in advance, must be hired as a CUASA member subject to the normal workload breakdown in Article 13.1.**
- (b) Nothing herein shall prevent the performance of instructional duties by contract instructors hired to replace employees who have been granted ~~any form of leave:~~ **research release time, discretionary leave of absence for compassionate reasons, sick leave, or course relief under Article 18.8.**
- (ai) The Employer agrees to provide the Association by June 30th of each year, with a report on the number of full-course equivalents taught in accordance with Article 27.2 during the previous academic year.
- (bii) In addition, within two (2) months of the beginning (of classes) of the Fall Term and the Winter Term, the Employer agrees to provide the Association with the numbers, by department, of non-members appointed to teach and the number of courses to be taught by non-members.
- 27.6 Except as provided for in this Article, no instructional work in the credit programs of the University shall be performed by non-members of the bargaining unit.