

Article 12: Instructor Employees

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

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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

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.

Chantal M Dion–Chief Negotiator
CUASA/the Union

Wayne Jones–Chief Negotiator
Carleton University/the Employer

Date

Date