

# **CUASA Proposals**

## **Collective Bargaining 2017**

### **Equity Package**

**November 5, 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*

**In this document:**

Articles:

5

9

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**Article 5: No Discrimination**

**5.5 The University and CUASA will form a standing, parity committee, within three (3) months of the ratification of this agreement, tasked with establishing an Equity Plan for Carleton. This plan shall include but is not limited to: diversity and inclusivity in hiring; obtaining and appointing research chairs and other distinguished positions; reviewing the current practices of assessing pedagogical impact; and ensuring equity on all Tenure and/or Promotion committees and hiring committees. This committee will put this Equity Plan in place by January 1 2019. The JCAA shall oversee the implementation of this plan.**

**Article 9: Appointments**

**9.3 Indigenous Candidates**

**For the purposes of this agreement, it is acknowledged that Indigenous peoples have deep personal experiences with Indigenous practices and ways of knowing; an Indigenous worldview; and that they also have both an ancestral and contemporary connection to an Indigenous community.**

**The parties recognize that Carleton University exists on traditional and unceded territory of the Omàmiwininiwak (Algonquin people of this region of the watershed of the Kiji Sibi, or Great River). As part of Carleton University’s contribution to the Truth and Reconciliation process, within two (2) years of the ratification of this agreement, all Faculties and the Library must develop a plan to increase Indigenous representation among faculty, Instructors and Librarians. These plans shall include specific targets, as well as measures to achieve them.**

**9.34 Employment Equity**

<Note: The reference to Article 6.1 in (b) below refers to language in CUASA proposals tabled October 6<sup>th</sup>, 2017. References to Article 9.4 and 9.8 in (f) below reflect renumbering due to the proposal of new Article 9.3 above.>

The parties agree to the principle of employment equity at Carleton University. Consistent with that principle:

- (a) The Employer shall include, as a minimum, a statement in all advertisements for bargaining unit positions that the University ~~welcomes~~ **encourages** applications from all qualified women and men, including members of **protected groups recognized by the Ontario Human Rights Code that have been marginalized on any grounds, including but not limited to** visible minorities, ~~aboriginal~~ **Indigenous** persons, persons with disabilities, and persons of any sexual orientation or gender identity. **Job ads shall identify groups that are underrepresented in the unit(s) in which the job is located.**
- (b) The Employer shall establish search procedures, which may vary among faculties, but ~~which shall require at least:~~ **must respect the equity standards set out in the unit's constitution as per Article 6.1, as well as:**
  - (i) consultation with informed individuals selected by the Dean from within the unit(s) or sub-unit(s) or elsewhere in the University, for the purpose of identifying suitable prospective candidates, and
  - (ii) letters from the unit or sub-unit Chairs/Directors/University Librarian to Canadian Universities inviting qualified applicants from designated groups that the Employer determines are under-represented in the unit(s) or sub-unit(s).
- (c) ~~The parties agree that the best available candidate should be hired, regardless of membership or non-membership in a designated group. However, where the qualifications of two candidates for appointment are demonstrably equal, and one of these candidates is a member of a designated group that is under-represented in the unit(s) or sub-unit(s), then all else being equal, the candidate of the under-represented group should be offered the position.~~
- (c) **The Employer agrees to provide the CUASA with copies of all notifications of the availability of full-time faculty positions, and to post such notifications on bulletin boards of the University, concurrent with the submission of such notifications to external advertising media.**
- (d) **The parties agree that the best qualified candidate shall be hired, regardless of membership or non-membership in designated groups. The principal criterion for appointment to positions at Carleton University is academic and professional excellence. Further, to promote equity in employment of marginalized groups recognized by the Ontario Human Rights Code, the measures below shall be followed:**
  - (i) **No candidate shall be recommended who does not meet the criteria for the appointment in question.**
  - (ii) **Where the qualifications of two candidates for appointment are equal, and one of these candidates is a member of a designated group that is under-represented in the unit(s) or sub-unit(s), then all else being equal, the candidate of the under-represented group shall be offered the position.**
  - (iii) **Units shall refer to data provided by the Dean or University Librarian on the number of PhD graduates or other terminal degrees in their discipline over a five-year running mean, as reported by Statistics Canada, in order to identify diversity targets and rectify inequities in their units.**

- (e) **Each committee shall familiarize themselves with the emerging demographics in the discipline, as per Article 9.4(d)(iii), and use these as a guideline for achieving diversity.**
- (f) **In the instance that a position involves appointments to more than one (1) unit, the hiring committee shall reflect the proportional division as per the job advertisement.**
- (g) **At the first meeting, the hiring committee shall review the “Employment Equity in Recruitment and Selection for Academic Appointments at Carleton” guide and members of the committee will familiarize themselves with the relevant information. If requested by any member of the committee, approved equity training shall be provided prior to the first meeting.**
- (h) **Carleton University shall make available to CUASA the data in its possession and any submissions to governmental and/or regulatory bodies regarding the monitoring of its representation with respect to any underrepresented group.**

## **Article 20: Leaves**

### **20.6 Compassionate Leave**

It is recognized that certain circumstances may arise in the employee's personal or family life which may require their absence from the University for a limited period of time. Notification of such absence shall be made before departure, whenever possible, to the appropriate Dean or University Librarian who may authorize leave with pay. Normally such leave shall not exceed ~~five (5)~~ **ten (10)** working days. The Dean or University Librarian may, in exceptional circumstances, extend this period.

### **20.7 Maternity and Parental Leave**

An employee shall, upon application, be granted maternity **and/or parental** leave subject to the following conditions:

(a) **Maternity Leave**

Application for maternity leave shall be made ~~fifteen (15)~~ **no later than four (4)** weeks prior to the expected termination of the employee's pregnancy and shall be supported by a certificate from a qualified member of the medical profession.

(b) The employee shall have the right to continue ~~her~~ **their** regular duties during pregnancy.

~~(c) — Employees appointed in accordance with Article 37 for a term of one (1) year or less shall not be eligible for the provisions in Article 20.7 below unless and until they have been a continuing member of the bargaining unit for one (1) year.~~

(~~c~~) The maximum period of maternity leave shall be seventeen (17) weeks. Such leave may begin no earlier than the ~~eleventh~~ **twelfth** week before the expected date of delivery. If additional time is required the employee may apply for leave without pay pursuant to Article 20.1.

- (ed) (i) For the first twelve (12) weeks (or less if the leave is of shorter duration) of maternity leave the employee shall continue to receive her regular salary. The Employer shall maintain regular contributions to the benefit plans.
- (ii) For the last five (5) weeks (or less if the leave is of a duration shorter than seventeen (17) weeks) of maternity leave the employee and the Employer shall continue to pay their respective shares of the cost of maintaining the employee's membership in the benefit plans.

(fe) As an alternative to paragraph (ed) above, the employee may elect benefits as follows:

- (i) ~~for the first two (2) weeks,~~ the Employer will pay 95% of the employee's regular salary **during any waiting period prior to the initiation of benefits pursuant to the Employment Insurance Act and Regulations;**
- (ii) ~~for the next fifteen (15) weeks,~~ the employee will claim maternity benefits pursuant to the Employment Insurance Act and Regulations;
- (iii) in addition, the Employer will pay the difference between the benefits set out in (ii) above and 95% of the employee's regular salary;
- (iv) the employee and the Employer shall continue to pay their respective shares of the cost of maintaining the employee's membership in the benefit plans;
- (v) the combined weekly level of Unemployment Insurance Benefits, Supplemental Unemployment Benefits, and any other earnings will not exceed 95% of the employee's regular weekly salary.

(gf) Benefit pursuant to paragraph (f) above is contingent upon the employee's eligibility for and application for maternity benefits under the Employment Insurance Act and Regulations. Should the employee be ineligible or fail to apply for such benefits, **the provisions of paragraph (d) above shall apply.** ~~or s~~Should the Act or Regulations be amended during the term of this agreement so as to reduce or eliminate the benefit available as set out in paragraph (fe)(ii) above, ~~the provisions of paragraph (e) above shall apply.~~ **the provisions of paragraph (e) above shall still apply.**

(g) **Parental Leave**

**For members not entitled to maternity leave, following the birth of a child, the adoption of a child, or the coming of a child into the employee's custody, care, or control for the first time, the member shall be entitled to parental leave.**

- (h) (i) **For the first twelve (12) weeks (or less if the leave is of shorter duration) of parental leave the employee shall continue to receive their regular salary. The Employer shall maintain regular contributions to the benefit plans.**
- (ii) **For the last five (5) weeks (or less if the leave is of a duration shorter than seventeen (17) weeks) of parental leave the employee and the Employer shall continue to pay their respective shares of the cost of maintaining the employee's membership in the benefit plans.**

- (i) **As an alternative to paragraph (h) above, the employee may elect benefits as follows:**
  - (i) **the Employer will pay 95% of the employee's regular salary during any waiting period prior to the initiation of benefits pursuant to the Employment Insurance Act and Regulations;**
  - (ii) **for the remainder of the parental leave, the employee will claim parental leave benefits pursuant to the Employment Insurance Act and Regulations for a period of benefit eligibility set out in the Act;**
  - (iii) **in addition, the Employer will pay the difference between the benefits set out in (ii) above and 95% of the employee's regular salary;**
  - (iv) **the employee and the Employer shall continue to pay their respective shares of the cost of maintaining the employee's membership in the benefit plans;**
  - (v) **the combined weekly level of Employment Insurance Benefits, Supplemental Benefits, and any other earnings will not exceed 95% of the employee's regular weekly salary.**
- (hj) **Maternity and/or** Parental leave shall count as time worked when calculating items such as sabbatical entitlement and credited service for the Retirement Plan.
- (ik) On returning from **maternity and/or** parental leave the employee shall be placed in their former position or in a position equivalent to their former position with no loss of seniority.
- (jl) The employee shall advise their immediate supervisor of their intention to return at least two (2) weeks prior to the intended date of return.
- ~~(k) Subject to the approval of the Human Resources Development Canada, an employee who is eligible for parental leave benefits pursuant to the Employment Insurance Act shall, upon application, be entitled to parental leave with Supplemental Unemployment Benefits as provided in Article 20.7(f) of the Collective Agreement, for the period of benefit eligibility set out in the Act.~~
- (m) **The provisions of this Article shall apply without prejudice towards marital and/or family status, as well as towards gender or sexual identity or expression. The provisions of this Article are also not intended to privilege the nuclear family.**

## **Article 25: Duties and Remuneration of Chair/Director**

### **25.1 Remuneration [Reserve]**

### **25.2 Duties of a Chair/Director of a Department or Institute**

The Duties of a Chair/Director of a Department are:

- (a) to call and preside over meetings of the department;
- (b) to represent the department in administrative matters;
- (c) to bring to the attention of the department for discussion and action matters pertaining to the work and efficiency of the department;
- (d) to oversee the internal administration of the department in consultation with other members of the department, and to delegate administrative activities as they see fit; ;
- (e) **to ensure that the composition of search committees for faculty appointments and Tenure and Promotion committees is a fair representation of the relevant academic unit and its equity standards. The composition of such committees shall be subject to the approval of its members at a duly constituted unit meeting.**

## **Article 26: Teaching ~~Evaluation~~ Effectiveness Assessment**

- 26.1 ~~The purpose of this Article is to provide regulations for the implementation of the objectives of Senate's policy on Teaching Evaluation, as adopted at meetings held on October 26th, November 24th and December 6th, 1976. The primary purpose of teaching effectiveness assessment is to focus on self-development and improvement of teaching. Teaching effectiveness may be evaluated by student questionnaires and by academic peers. Any implementation of a new, evidence-based Student Experience Questionnaire shall form part of the work of the JCAA.~~
- 26.2 (a) ~~A primary purpose of any teaching evaluation is that of self-development and improvement.~~
- (b) ~~Teaching effectiveness may be evaluated by student questionnaires and by academic peers, so long as such evaluations are in accord with the regulations below and with other provisions of this Collective Agreement, including Appendix B.~~
- (c) ~~Student Teaching Evaluations will be supervised by individual departments or schools and all originals shall be returned to the instructor and only summaries which conform to the provisions of this Article may be used for any purpose.~~

### **26.32 Student ~~Evaluations~~ Experience Questionnaires**

**Student Experience Questionnaires shall be administered and used only as described in this Article.**

- (a) ~~Student evaluations~~ **Experience Questionnaires** shall be ~~obtained through questionnaires,~~ administered in such a way as to afford all the students in a given course or class a reasonable chance to respond. **Student Experience Questionnaires shall be administered in written (paper) form unless the instructor elects for electronic administration.**
- (b) Each questionnaire shall allow for students to make detailed comments. The sole purpose of these comments is to assist the instructor in evaluating all aspects of the course. These comments shall be returned unexamined to the instructor in accordance with (d) below.

- (c) The questionnaires will be made accessible to students in the last two (2) weeks of a course, or of an employee's involvement in a course where such involvement is less than a full term or academic year. No questionnaire shall contain any indication of the identity of the student filling it out. After questionnaires have been completed, the responses will remain confidential until final grades for the course have been approved by the appropriate Dean.
- (d) At the same time as questionnaires governed by this Article are made available to students, an instructor may also include additional questions. Responses to such questions shall be collected with the questionnaire. Once final grades have been approved by the appropriate Dean, responses to such questions shall be returned unexamined to the instructor who made them available, and, as required by Article 16, may not be used by anyone except the instructor concerned, for any purpose except to provide guidance to the instructor.
- (e) The responses to student questionnaires shall be collected ~~and aggregated~~ by the Office of Institutional Research and Planning in such a way as to present a fair and accurate picture of the ~~opinions~~ **responses of the respondents students and made available to the instructor.**
- (f) ~~Where data from student questionnaires are used, a mean, standard deviation, frequency distribution, and number of eligible respondents shall be provided.~~ **Individual members' scores on student experience questionnaires shall not be measured against any aggregated data.**
- (g) Before data derived from student questionnaires are used, they shall be presented to the instructor concerned, complete, in accord with the provisions of this Article and in written form, sufficiently in advance of their being used for any purpose to allow an instructor to respond to them in writing.
- ~~(h) Effective upon ratification of this Collective Agreement, the format(s) (written and/or electronic) and framework for administration of the student evaluation will be determined by JCAA.~~
- (h) The instructor shall have the right to have any responses and scores removed from the data that include racist, sexist, genderist, ableist, xenophobic, homophobic or any other kind of derogatory comments; and/or that include comments unrelated to the instructor's professional conduct.**
- (i) ~~Student evaluations~~ **Experience Questionnaires** are to be used only for purposes as defined in this Collective Agreement. Furthermore, **responses on Student evaluations Experience Questionnaires** as defined here are the only ones that shall be used for purposes described throughout this Collective Agreement. ~~Should requirements appear for the Employer to report on student evaluations responses, this will be done without attribution to specific employees. The choice of administering the student evaluation in written or electronic form shall be at the sole discretion of the instructor.~~

## 26.43 Peer-Evaluation

- (a) Where evaluations of teaching effectiveness by academic peers (i.e. other teaching employees) are used, they shall (except as allowed by Article 26.4(b)) be restricted to consideration of the topics identified in Article 26.3(a), but need not include consideration of all of them. Any such evaluation shall be written and signed, and shall clearly identify which of the topics is being considered. **In accordance with Appendix B(a)(i) peer assessments may only be conducted at the invitation of the candidate. Furthermore, candidates have the right to respond in writing to any assessments given. Candidates' responses shall be included in their files and a copy shall be sent to CUASA.**
- (b) Peer evaluations may also consider the extent to which the methods and material used by an instructor achieved the objectives of the course as identified by the instructor, provided such evaluations do not violate Article 4, Academic Freedom.
- (c) Peer evaluations shall contain a written statement of the evidence on which the evaluations were made and the circumstances in which the evidence was collected. Only evidence which is reasonably reliable and reasonably indicative of the characteristic being evaluated may be used.
- (d) Peer evaluations shall be presented, complete, in accordance with the provisions of this Article, and in written form, sufficiently in advance of their being used for any purpose to allow an instructor to respond to them in writing.

26.54 Subject to the provisions of Article 26.7 evaluations of teaching effectiveness which meet the requirements of this Article may be used in consideration of renewal of appointment (Articles 6 and 9), tenure (Article 10), or confirmation (Articles 11 and 12), promotion (Article 10), or denial of increments (Article 41) provided for in this Collective Agreement.

26.65 All evaluations of teaching used for purposes of career decisions shall meet the requirements of this Article. Evaluations of teaching used for other purposes shall be used only with the permission of the employee.

26.76 (a) Student ~~teaching evaluations~~ **Experience Questionnaires** shall be conducted in all courses having enrolments of five (5) or more students.

~~(b) the data from all courses shall be compiled to determine department, faculty and University norms as required;~~

(eb) All courses offered after September 1, 2015 deemed eligible for evaluation per Article 26.7(a) will be evaluated and the results of the evaluations may be used for career decisions in accordance with Article 26.5 with the following limitations:

Each academic year, the one course with lowest teaching evaluation score for each faculty member and the two courses with the lowest teaching evaluation scores for each instructor will not be used for career decisions in accordance with Article 26.5. A maximum of 2.0 credits shall be used for any career decisions in any year.