

Carleton University's response (using MSWord tracked change) on Article 16.5 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: August 14~~23~~, 2012

## **16.5**

(a) No anonymous material shall be kept by the employer concerning any employee. If introduced, such material shall be sufficient in and of itself to invalidate the proceedings. Statistical information gathered pursuant to Article 26 shall not be considered anonymous material. Non-statistical information gathered pursuant to Article 26, however, shall not be exempt from the provisions of this article.

(b) Where the employer places a signed student comment on an employee's file:

(i) the employee shall be promptly advised of the substance of the complaint in such a form as will preserve the confidentiality of the complainant(s);

(ii) the employee shall be given an opportunity to place a comment or rebuttal on the file;

(iii) the student's names shall only be disclosed with their consent;

(iv) the employer may only use the complaint in a career decision if the student's names are disclosed to the employee;

(v) if the students do not consent to the disclosure of their names, then upon completion of final grade reports the document, along with the employee's rebuttal, shall be removed from the file and destroyed;

(vi) if the students' names are disclosed, the employee shall, at that time, be given an opportunity to place a further comment or rebuttal on the file.

(c) When written student comments are retained copies shall be placed in the employee's file in accordance with Article 16.5(b), and shall be forwarded to the employee.

(d) Where a document pertaining to an employee's performance or to a disciplinary matter, and which has not already been sent to the employee, is to be added to the employee's file held in the office of the Vice-President (Academic), the relevant Dean or Director, or the University Librarian, a copy shall, subject to any confidentiality restrictions set out in this Collective Agreement, be sent to the employee.

(e) ~~Where~~ ~~Notwithstanding~~ Except for student complaints under Article 16.5 (a) – (c), when the university ~~must respond to~~ receives a ~~formal~~ signed written complaint filed with the employer against a CUASA member that results in a formal ~~an~~ inquiry or investigation, the employee ~~and CUASA~~ will be notified within fifteen (15) days and advised to notify CUASA ~~within fifteen (15) days~~. Subject to the terms and conditions of legislation ~~and/or formal CU policies~~, ~~t~~he employee respondent shall be updated and have the right to be present with CUASA representation at any formal proceeding where that respondent's evidence is presented before a committee of inquiry or investigation.

~~When a CUASA member is the subject of a complaint, the employer shall inform both CUASA and the member within fifteen (15) days of receipt of the complaint. (Should there be something about keeping the employee and CUASA informed about on-going proceedings).~~