

Carleton University's response (using MS Word tracked change) on Article 6 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA)

CUASA proposal

Without Prejudice

Date: ~~May 8~~ June 11 ~~June 14~~, 2012

Article 6: Past Policies and Practices of the University

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 seeks to rely on a past practice the onus shall be on the employee or the Association 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 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 6.3(c) above, the following general support services will be provided subject to periodic adjustments to improve or maintain technology relating to the provision of these services:

(i) Administrative Ssupport staff and related services

(ii) Telephone service and voice mail

(iii) Appropriate -office space so as to protect the health, -and safety and privacy 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.

Space A private office providing a healthy and safe environment which includes, but is not limited to: ergonomically sound furnishings and equipment; sound insulation; lockable doors; sufficient lighting for reading, writing, and computer work; appropriate window and floor coverings; temperature control and proper ventilation.

(iv) Supplies and Equipment

(v) Computing Services and computing support services

(vi) Instructional Aids

(vii) Photocopying and printing

(viii) Teaching and Research Assistance

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

~~(d)~~(e) Consistent with the employer's acknowledged responsibility as set out in 6.3(c) above, the employer shall make a reasonable effort to provide each employee with a standard model computer and access to printing services/resources; computer hardware and software appropriate for teaching and administrative responsibilities.

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Date:

17.12

~~The parties recognize the authority of Senate to declare programs redundant. The parties agree to implement any resolution(s) of Senate on redundancy matters by memorandum of agreement to be negotiated and approved by JCAA within one month of Senate's resolution(s), for ratification by the parties and incorporation into the collective agreement. If the parties fail to agree within one month of Senate's resolution(s), then the following provisions shall apply, *mutatis mutandis*, to any lay-offs for reasons of program redundancy: Part VI through IX of the *Financial Stringency Document*, and Article 17.6, Article 17.7, Article 17.8 of the Collective Agreement. In the event that the procedures referenced in Part VI through IX of the *Financial Stringency Document* are not completed after two months, then Article 17.10(e) shall apply *mutatis mutandis*.~~