

Carleton University's response (using MS Word tracked change) on Article 5 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal
CUASA Proposal

Without Prejudice

Date: ~~May 8~~June 1920, 2012

Article 5: No Discrimination

5.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of age (except for retirement as provided for in this Collective Agreement), race, creed, colour, national origin, political or religious affiliation or belief, **sexgender and gender identity**, sexual orientation, marital status or membership in the Association.

5.2 Further, in accordance with previous University policy and practice, the parties agree that there shall be no discrimination practised with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of family relationship. The parties also agree, however, that no employee of the bargaining unit or person acting as an Officer of the University shall take part in formal discussions or vote with regard to the determination of the aforementioned terms and conditions of employment of a member of his/her immediate family.

~~5.3 It is not the intent of the employer to restrict the employment or assignment of persons who are physically handicapped or disabled, provided that such disability does not interfere with their ability to perform the necessary job requirements.~~

5.43 (a) The ~~parties~~**employer is are jointly** committed to providing a work environment that facilitates the full participation of all ~~Member~~**employees**. The parties encourage all ~~Member~~**employees with disabilities a requirement for accommodation to notify Human Resources and CUASA. to avail themselves of the services at the University that may facilitate their contributions to teaching, research, scholarship and professional practice and service.** ~~CUASA shall make~~**is committed to making efforts to inform Members of their ability to assist them in representations**right to representation during any such meetings concerning such accommodations.

(b) The parties agree to act in accordance with all applicable legislation, including, but not limited to, the *Ontario Human Rights Code*; the *Ontarians with Disabilities Act*; and the *Occupational Health and Safety Act*.

(c) No member shall be subjected to retaliation or reprisal for taking action to obtain ~~A~~**accommodation** for him/herself.

(d) Such accommodations may include but are not limited to:

(i) alterations of workload;

(ii) modification of criteria for tenure or confirmation;

(iii) modification of criteria for CDI; and,

(iv) modification of criteria for promotion.

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 service will be provided subject to adjustments to modify technology relating to the provision of these services:
 - (i) Administrative support staff and related services
 - (ii) Telephone service and voice mail
 - (iii) Appropriate office space so as to protect the health, ~~and~~ 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
 - (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.

(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 resources; computer hardware and software appropriate for teaching and administrative responsibilities.

Sonya Lipsett-Rivera (for CUASA)

Date

Jerry Tomberlin (for the Employer)

Date

Carleton University's response (using MSWord tracked change) on Article 9.1 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: ~~May 8~~June 19, 2012

9.1 Appointments

To ensure that posts at Carleton University are filled by the most highly qualified candidates and to ensure accessibility to Canadians, all faculty, Instructor and professional librarian openings must be advertised prior to the consideration of candidates.

(a)

Faculty and Instructor Employees

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- (i) All faculty and Instructor posts shall be advertised both internally and in various appropriate publications and/or web sites that shall include *University Affairs* and the *CAUT Bulletin* and/or their web sites whenever publication schedules permit, and the advertising copy shall be sent to the Association within ten (10) working days of its placement.
- (ii) Copy of the advertisement shall be submitted to the publications within ten (10) working days of the receipt of that copy by the President's Office from the appropriate department and dean.
- (iii) A period of at least thirty (30) working days shall elapse between the appearance of the final advertisement and the subunit's recommendation to the dean that a formal offer be sent to the selected candidate.
- (iv) In cases of extreme urgency, or where a department, through the procedures for recommending appointments normally followed by the department, determines that a spouse of a successful candidate for a preliminary or tenured academic staff position has qualifications and experience that would benefit the programs of the department, an appointments may be made without following the requirements of 9.1(a) (i-iii) at the discretion of the President but in all such cases complete details of the appointments must be reported in writing to the Association and the Clerk of Senate within ten (10) working days.
- (v) All appointments to faculty and Instructor positions shall be made on the recommendation of departments and the appropriate dean(s).
- (vi) If a position is not attached to a specific department a committee of at least three (3) members of the bargaining unit shall be established by the appropriate dean to serve in lieu of a departmental committee.

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Article 13.3 Professional Librarian Workload

(a) (i) Librarian workload should be developed through consultation between individual librarians and their department head, resulting in agreed upon individual goals and responsibilities. Workload will be consistent with each librarian's agreed upon job description as outlined in Article 11.2.

ii) Individual career stage, rank, level of administrative responsibility, interests, expertise, research and professional needs of each librarian will also be considered when determining workload. In recognition of the specification of hours of work in Article 13.3 it is necessary to ensure that librarians are provided with opportunities to pursue research, scholarly contributions, and professional service as outlined in Articles 13.3 and 15.4.

iii) Librarian workload will reflect the time and effort needed for achievement of promotion as outlined in Article 10.7.

iv) In assigning workload to a pre-confirmed librarian, the department head will take into account the needs of the librarian to achieve confirmation.

v) Librarians holding cross-appointments to more than one unit should be assigned workload in a manner consistent with their percentage appointment in each unit.

vi) Librarians shall not be required to carry workloads unreasonably exceeding those of other librarians with comparable duties. Assigned duties should not require an unreasonable amount of time.

~~(a)~~ (b) Duties

(i) The workload of a professional librarian employee shall be that specified in the current job description(s) for his/her position. All job descriptions of professional librarian employees shall be fully accessible to professional librarian employees.

(ii) The job description in each case shall be consistent with goals and objectives which shall be established through consultation between the professional librarian employee and the appropriate supervisor, and shall be generally attainable within a thirty-five (35) hour week averaged over the year.

(iii) A professional librarian employee ~~may~~ has the right to devote time during working hours to **research projects and/or** professional development activities in accordance with Article 15.4(c).

(iv) ~~Leave to engage in professional development activities shall be subject to agreement between the professional librarian employee and the University Librarian or his/her designate. Such leave shall not be unreasonably withheld.~~ **Time necessary for research projects and/or professional development shall be scheduled by mutual agreement between the professional librarian member and their supervisor. The employee shall have the right to at least twenty five (25) days of such time a year.**

[Article 13.3 would be renumbered as appropriate.]

26.3 Student Evaluations

- (a) Student evaluations 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.
- (b) ~~The reverse side of e~~Each questionnaire shall ~~be provided~~allow for students to make detailed ~~written~~ 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) ~~Up to twenty (20) minutes of scheduled class time, 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, ~~may be used for filling out questionnaires. Questionnaires shall be administered by a student selected by the instructor. Instructors shall not be present while questionnaires are being filled out.~~ No questionnaire shall contain any indication of the identity of the student filling it out. After questionnaires have been completed, ~~they shall be placed in a sealed envelope, which shall not be opened~~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~~distributed~~, an instructor may also distribute~~include~~ additional questions ~~in written form~~. Responses to such questions shall be collected ~~by the administering student~~ with the questionnaire, ~~and placed in the same envelope. When the envelopes are opened, Once final grades have been approved by the appropriate dean,~~ responses to such questions shall be returned unexamined to the instructor who ~~distributed~~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~~opened 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 of the respondents.
- (f) Where data from student questionnaires are used, a mean, standard deviation, frequency distribution, and number of eligible respondents shall be provided.
- (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) The choice of administering the student evaluation in written or electronic form shall be at the sole discretion of the instructor.
 - a. Should the instructor choose to avail themselves of the written form of student evaluations, practices in force up until April 30, 2012 shall apply.
- ~~(g)~~(i) The student evaluations are the sole property of the instructor and shall not be published.

- 26.7 (b) ~~Student teaching evaluations compiled before the date of ratification of this collective agreement shall not be used in any career decisions without the express written consent of the instructor, unless such evaluations are of courses designated pursuant to Article 26.7(b) of the collective agreement signed on April 11, 1989.~~

EMPLOYER PROPOSALS June 19, 2012

This package sets out the Employer's bargaining position on the articles included in this package as of this date. The Employer reserves the right to amend its position, including the right to add, modify or delete any proposals if not accepted in its entirety.