

Carleton University's response (using MSWord 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, 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 service will be provided subject to periodic adjustments:
- (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 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 servicesresources; computer hardware and software appropriate for teaching and administrative responsibilities.

Carleton University's response (using MSWord tracked change) on Article 23.1 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

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

23.1 Information Concerning Employees

(a) The provisions of the Freedom of Information and Protection of Privacy Act (FIPPA) govern the disclosure of information concerning employees to CUASA for the purpose of enabling the union to carry out its responsibilities under the Ontario Labour Relations Act (OLRA) to act as the agent and representative of bargaining unit members in labour relations matters. CUASA confirms that such information will only be used by CUASA to carry out its statutory responsibilities. The employer shall make available monthly to the Association a list stating the name, rank, status (term, preliminary, tenured, confirmed), amount of dues deducted, department, date of initial appointment at the University, date of last sabbatical, department of primary position, full time equivalent (sum of positions), highest degree, resignation date, stipend title, stipend amount, year of first degree, year of highest degree, date of last promotion, leave status, date of birth, and a unique identifier for each employee within the bargaining unit and the total number of employees in each rank. Further, the employer shall inform the Association in writing in a format identical or similar to that used in April 1977 of all changes and the reasons for such changes.

(b) The employer will further provide CUASA with copies of final correspondence to members regarding appointments, reappointments, promotions, tenure, permanency, leaves, and reduced load as described in Articles 9.10, 13.5 and 13.6, ~~or similar matters~~, setting out the terms of such, at the time the correspondence is sent to the member.

23.2 Information for Contract Administration and Collective Bargaining

(a) The parties agree to exchange such information as is agreed from time to time to be necessary for the collective bargaining process and/or the administration of this Collective Agreement. This shall not require either party to compile information and statistics in the form requested if such data are not already compiled in the form requested unless required under Article 23.2(b), nor to supply any confidential information.

(b) As soon as available, or as specified below, the employer agrees to provide the following information to the Association:

(i) a copy of the latest University budget and budget report in the format in which it is released to the public;

(ii) a copy of the annual audited statement of the University;

(iii) copies of Statistics Canada tables giving average salaries by rank and age and years since first degree for faculty and Instructor employees;

(iv) a list of employees who have resigned after these have been reported to the Board of Governors;

(v) a list of new employees eligible for membership in the bargaining unit after these have been approved by the Board of Governors;

(vi) on or about February 1st a report on the number and type of expected leaves in a format similar or identical to that provided in April 1977;

(vii) 1. An official hard copy report, with an electronic version suitable for data

manipulation, on all members of the bargaining unit each term stating:

department

rank

name

gender

full-time equivalent

date of birth

year of first degree

year of highest degree

degree

date of initial appointment at the university

year appointed to rank

status

the lower limit

the upper limit

the nominal salary

the standard line

monetary distance from the standard line for each employee

distance from standard line in CDIs

outliers

distance from Lower Limit

distance from Upper Limit

and,

2. Annually, an official hard copy of the salary rationalisation tables and graphs, with an electronic version suitable for data manipulation, for each rank effective May 1 of each year showing years since first degree, lower limit, standard line, upper limit, floor, full CDI and partial CDI amounts.

(viii) reports on all benefit plans as required in Article 40; and,

(ix) an annual report on librarian employees who have taken sabbaticals or extended leaves of four (4) months or more, along with part-time and term librarian employees employed over the same period of time.

(x) on or about February 1st, a statement for the previous academic year ending August 31 covering all employees in the bargaining unit stating:

- the courses or fractions thereof, taught by each member of the bargaining unit.
- the time and location of these courses
- ~~-the frequency and duration of students contact times for these courses~~
- the enrolment in these courses (including multiple sections and laboratory sessions)
- ~~-the number of students for which the member provided supervisory duties (including directed studies, practica, undergraduate thesis, term projects)~~
- ~~-the number of committees on which the member served~~
- ~~-the number of service activities assigned to the member (including recruitment activities, mentorship activities, safety positions, etc.)~~
- the total number of domestic undergraduate FTE students enrolled ~~in the by f~~Faculty (as calculated for financial purposes)
- the total number of domestic graduate FTE students enrolled ~~in the by f~~Faculty (as calculated for financial purposes)
- the total number of international undergraduate FTE students enrolled ~~in the by f~~Faculty (as calculated for financial purposes)
- the total number of international graduate FTE students enrolled ~~in the by f~~Faculty (as calculated for financial purposes)