

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

Without Prejudice

Date: ~~May 8~~June 19, 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, sex, 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.

5.4 (a) The parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The parties encourage all Members with disabilities 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 efforts to inform Members of their ability to assist them in representations.

(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 Accommodation for him/herself

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~~ ~~June 11~~ June 19, 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 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 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.

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.

Carleton University's response (using MSWord tracked change) on Article 17 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: June 14 2012

Article 17: Financial Stringency And Program Redundancy

17.1 (a) Subject to Article 17.12 below, in the light of the parties' recognition of the primacy of the University's academic mission and in light of their desire to preserve the academic integrity of Carleton University, the Board of Governors shall not declare a state of financial stringency and/or initiate lay-offs of a member or members of the bargaining unit except on reasonable financial grounds and after rigorous economies have been introduced in all sectors of the University.

(b) Prior to any declaration of financial stringency and/or the initiation of any lay-offs of a member or members of the bargaining unit, the Board of Governors shall establish a Financial Commission of three (3) persons whose membership and terms of reference are set out below.

(c) **Financial Commission**

Within ninety (90) days of the signing of this Collective Agreement, the parties shall establish an agreed list of names of persons who shall be from outside the Carleton University community and from among whom these three (3) persons shall be chosen. Within thirty (30) days of a decision to establish a Financial Commission, the parties shall select three (3) persons to serve. In the event that the parties cannot agree upon three (3) persons to serve on the Commission, each party shall name one (1) person from outside the Carleton University community to serve and the two (2) persons from outside the Carleton University community so named shall choose a third from outside the Carleton University community who shall serve as Chairperson of the Commission.

Failing agreement of the nominees to select a Chairperson within ten (10) days, the parties shall ask an arbitrator from the list of arbitrators agreed to by the parties and specified in Article 30.11 of the Collective Agreement to serve as Chairperson or, if he/she is unable to act, to appoint a Chairperson from outside the Carleton University Community.

(d) The Terms of Reference of the Financial Commission shall be:

(i) to assess whether in the light of a full examination of Carleton University's financial situation the University has a financial emergency involving

~~deficits which continue for more than one (1) financial year, which are projected by generally accepted accounting methods to continue, the persistence of which will seriously inhibit the functioning of the existing academic units;~~

~~(ii) — to assess whether in the light of the primacy of Carleton University's academic mission and in light of the Board's desire to preserve the academic integrity of the institution a decision to resolve a financial emergency through lay offs of a member or members of the bargaining unit is reasonable;~~

~~(iii) — the Report of the Commission shall be advisory to the Board of Governors, and shall be submitted to the Board within seventy five (75) working days of the first meeting of the Financial Commission, and shall be made immediately available by the Board to the Association and the Senate in the event that the Board declares that the state of financial stringency exists and/or initiates lay offs of a member or members of the bargaining unit;~~

~~(iv) — the Commission shall have access to any and all data and documents which it deems relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses. Notwithstanding the preceding, the Association, the Faculty Boards and the Students' Association shall have the right to make written and/or oral representations to the Financial Commission.~~

~~17.2 — The parties agree that no later than one (1) week following a declaration of financial stringency pursuant to Article 17.1, the parties will meet in an effort to find methods of reducing expenditures under this Collective Agreement which could avoid or reduce the number of lay offs in the Bargaining Unit. These discussions will be limited to financial matters described in this Collective Agreement.~~

~~17.3 — **Procedures Relating to Identification of Faculties, Departments, Programmes, Schools, Institutes, Colleges, the Library, and Fields within Departments which May be Affected**~~

~~(a) — Without in any way diminishing the right of Senate to satisfy itself that all the necessary economies have been made in all other sectors of the University, the parties recognize the right of Senate to determine finally the academic priorities of the University, and the right of the Board to determine the size of the budgetary reductions required within the academic sector pursuant to its declaration of financial stringency.~~

~~(b) — The procedures outlined in the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, December 11th, 1974, hereafter referred as the *Financial Stringency Document* shall apply provided only~~

~~that, should the Senate fail or decline to recommend the number of teaching staff appointments to be discontinued within any given Faculty within two (2) months of the Board's declaration, the determination of the numbers shall be governed by the procedures outlined in Article 17.10. Where the Board is not satisfied that Senate's determination is consistent with the Board's decision on the size of the budgetary reductions required, the Board may refer the matter to an Academic Commission in accordance with Article 17.10(a) to (d).~~

~~17.4—Procedures Related to Identification of Individual Faculty Employees~~

- ~~(a) — The procedures outlined in the *Financial Stringency Document* shall apply, except as modified by Articles 17.4, 17.7, and 17.8.~~
- ~~(b) — Should the process of identification of individuals in any subunit(s) not be completed within two (2) months from the completion of procedures outlined in Article 17.3 then the procedures outlined in 17.10 shall apply.~~

~~17.5—Procedures Related to Identification of Individual Professional Librarian Employees~~

~~In the event that financial stringency is declared by the Board of Governors pursuant to Article 17.1 and makes necessary lay-offs of a professional librarian member or professional librarian members of the bargaining unit, the following procedures will apply:~~

- ~~(a) — The University Librarian, in consultation with the University Library Committee, shall within six (6) weeks apportion the designated cutbacks. The University Library Committee comprises the University Librarian, eight (8) members elected by and from the professional librarian employees, five (5) members chosen by the Senate Executive Committee and two (2) members chosen by the University Librarian. The decision as to the designation of individuals shall be based on the need of the Library to maintain a balance of services, and on the relative merit of the individual as a professional librarian.~~
- ~~(b) — The University Librarian shall within two (2) weeks of the apportionment of the cutbacks make his/her recommendation to the President.~~

~~17.6—Procedures Related to Identification of Individual Instructor Employees~~

~~In the event that financial stringency is declared by the Board of Governors pursuant to Article 17.1 and makes necessary lay-offs of an instructor member or instructor members of the bargaining unit, the decision as to the designation of Instructor employees to be laid off shall be based on the need of the department to maintain its academic programme as well as the relative merit of the Instructor employee's performance as exemplified in teaching. The procedures used to identify members of the Instructor ranks to be laid off shall be the same as those for faculty employees.~~

~~17.7 Implementation and Grievance~~

- ~~(a) — Following the completion of the procedures laid down for faculty employees in the *Financial Stringency Document* or after the completion of the alternative procedures in Article 17.10 and/or following the completion of the procedures laid down for professional librarian and Instructor employees in Articles 17.5 and 17.6 of this Collective Agreement, the President shall write, by registered mail with receipted delivery, to those employees who are to be laid off indicating that he/she will be so recommending to the Board of Governors and giving the individual(s) concerned in writing the reasons based on the established criteria as defined in the *Financial Stringency Document* part VII for faculty employees and/or in Articles 17.5 and 17.6 of this Collective Agreement for professional librarian and Instructor employees respectively.~~
- ~~(b) — Should an employee who is to be laid off because of the declaration of financial stringency wish to grieve his/her selection for lay off, he/she shall do so under the grievance and arbitration provisions of Article 30 of this Collective Agreement. The complaint stage of Article 30 shall not apply in such cases, and any grievances shall be initially dealt with by the Grievance Sub Committee. The grievor must submit the grievance in writing to the Grievance Sub Committee within fourteen (14) days of receipt of the President's letter pursuant to Article 17.7(a).~~

~~17.8 Compensation and Protection of Benefits of Laid-off Employees~~

- ~~(a) — Compensation and notice for laid-off employees shall be as follows:~~
- ~~(i) — fifteen (15) months' notice or twelve (12) months' salary in lieu of notice; plus~~
 - ~~(ii) — one month's salary for each year of service at Carleton to a maximum of twelve years' service, or six months' salary, whichever is greater; plus~~
 - ~~(iii) — one half month's salary for each year of service at Carleton since the last sabbatical leave, to a maximum of six years' service.~~
- ~~(b) — Upon receipt of notice of lay-off the employee shall have the option of taking salary in lieu of notice as provided in Article 17.8(a)(i) above.~~
- ~~(c) — Notwithstanding the preceding, individuals fifty five (55) years of age and older shall have the choice of applying the provisions of Article 22.6 or Article 40 (early retirement) in place of the provisions specified in Article 17.8(a) above.~~
- ~~(d) — Any laid-off employee and his/her spouse and dependent(s) eligible for free tuition at the time of lay-off shall continue to be entitled to free tuition benefits unless the employee refuses recall pursuant to Article 17.8(c).~~

- (e) — ~~Employees with tenure at the time of lay-off shall have the right of first refusal for a period of three (3) years for each and every available position in his/her field and in any field in which he/she is competent. Any other employee shall have the right of first refusal for a period of one (1) year for each and every available position in his/her field and in any field in which he/she is competent. Notwithstanding the above, all laid-off employees shall be automatically considered for each and every available position in his/her field for four (4) years from the date of lay-off.~~
- (f) — ~~Employees to be recalled shall be notified by registered mail at their last known address. Should more than one employee be eligible for recall in the same field, preference shall be given to the employee with the longest service at Carleton University at the time of lay-off, provided that their academic qualifications for the position are substantially equal.~~
- (g) — ~~Recalled employees shall be given three (3) months to decide whether they wish to accept recall and shall be entitled to a reasonable period of time to fulfil other employment commitments before resuming their duties.~~
- (h) — ~~A laid-off employee shall forfeit all rights to automatic consideration under (e) above if he/she refuses an offer of recall pursuant to Article 17.8.~~

17.9 — Hiring Freeze

~~The employer shall impose a hiring freeze from the date of any declaration of financial stringency until the identification of individual employees to be laid-off has been completed and the employees notified by the President.~~

17.10 — Alternate Procedures in Connection with Financial Stringency

~~The parties agree, pursuant to Article 17.3 of the Collective Agreement, that should Senate fail or decline to determine the number and distribution of faculty appointments to be discontinued within two (2) months following a declaration of financial stringency, the following procedures shall be substituted for those outlined in Part V (Senate Role) of the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, 11th December, 1974:~~

- (a) — ~~an academic commission shall be chosen consisting of three (3) members, one (1) of whom shall be chosen by the President, one (1) of whom shall be chosen by the Association and the third to be mutually agreeable to the first two (2). In the event of disagreement, the Dismissal Review Chairperson appointed under the *Tenure and Dismissal Document* shall appoint the third member;~~
- (b) — ~~the Academic Commission shall be named within one (1) week of a decision of Senate to decline jurisdiction or after the time period stated in Article 17.3 of the~~

~~Collective Agreement has expired;~~

~~(c) — the Academic Commission shall determine the number and distribution of faculty positions to be discontinued according to the principles and assumptions laid down in the *Financial Stringency Document*; and,~~

~~(d) — the Academic Commission shall within two (2) months report to the Board of Governors through the President with copies to the Academic Deans and the Association.~~

~~(e) — the parties agree, pursuant to Article 17.4 of the Collective Agreement, that should one or more of the basic academic units (departments, schools, institutes, centres and such other basic academic units as may be created) fail or decline to identify faculty appointments to be discontinued and/or to identify the individuals to be laid off, the following procedures shall be substituted for those outlined in Part VII (Department Role) of the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, 11th December, 1974:~~

~~(i) — within one (1) week of a departmental (or equivalent) decision to decline to perform the role assigned to departments in the *Financial Stringency Document* or within one (1) week of the decision of the appropriate dean following consultation with the departmental chairperson that the department has failed to perform its role, a committee shall be appointed;~~

~~(ii) — the committee shall be composed of the Dean of Arts and Social Sciences, the Dean of Engineering, the Dean of Graduate Studies and Research, the Dean of Science and the Dean of Public Affairs and the Dean of the Sprott School of Business, and shall be chaired by the dean of the faculty of which the department, school or institute is a sub-unit;~~

~~(iii) — the committee shall select those individuals who shall be laid off according to the principles and assumptions laid down in the *Financial Stringency Document, Part VII*;~~

~~(iv) — the committee shall report its findings within six (6) weeks to the appropriate dean with a copy to the chairperson of the affected department. The committee shall in its report give a reasoned assessment in which it reviews the evidence in relation to Section 5, Items (a) through (e) of Part VII of the *Financial Stringency Document*; and,~~

~~(v) — each individual designated for lay-off shall receive a copy of the committee's report pursuant to Article 17.7(a).~~

~~17.11 — Any instructional program which is self funding (i.e. exclusively funded from student fees, or which is funded to the extent of 50% from sources outside the University's~~

normal operating funds), shall be exempt from the provisions of Article 17, with the exception of Article 17.8(c), (d), (e) and (f); and such programs may be terminated in whole or in part at the discretion of the employer. In place of the provisions of Article 17 (excepting Article 17.8(c), (d), (e) and (f)), the following provisions shall apply:

(a) — Any employee holding a preliminary, tenured or confirmed appointment who:

(i) — has accepted transfer or secondment to any instructional program which is self-funding (i.e. exclusively funded from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds); or

(ii) — who is in a program which over time becomes self-funding (i.e. exclusively from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds), shall be reassigned to regular duties within the University or to another program without loss of rights, privileges and benefits.

(b) — Where such a program is to be partially discontinued, subject to Article 17.11(a) above, an *ad hoc* committee shall be struck to advise the appropriate dean as to the members of the bargaining unit to be released.

(c) — The *ad hoc* committee shall consist of the director of the program involved (as chairperson), one (1) member to be chosen by the employer, one (1) member to be chosen by the relevant faculty board, and one (1) member to be chosen by the director. Considerations of this committee shall be subject to Article 17.11(a) above.

(d) — In identifying members of the bargaining unit whose employment is to be terminated for financial reasons, the committee shall apply criteria consistent with Article 17.6 (Procedures Related to Identification of Individual Instructor employees). The Committee should be guided by criteria set out in Article 12.2 (Criteria for the Evaluation of Instructor employees; Principles).

(e) — Any member of the bargaining unit whose employment is terminated under the provisions of Article 17.11 shall have full recourse to the provisions of Article 30 (Complaints, Grievances and Arbitration).

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*.

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.

- 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.~~

Article 29: Correspondence

- 29.1 A copy of each and every piece of correspondence passing between the Association and the employer shall be sent to the Director of Human Resources and the office of the President of the Association. Where written notice is specified in the Collective Agreement, Carleton University's internal email, will be deemed adequate means. Where receipted delivery is specified, the receipted delivery facilities of internal email service may be used (a "read receipt" requested), ~~unless the intended recipient is known to be off campus in which case registered mail with acknowledgement of receipt shall be used.~~