

Carleton University's response (using MSWord tracked change) on Article 12.4 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: June 13-June 20, 2012

12.4 Appointment to Faculty Ranks

(a) An Instructor employee ~~may shall~~ be appointed to a faculty rank where a suitable vacancy occurs, and his/her qualifications are demonstrably equal to those of the best external applicant who meets the requirements of the position.

(b) However, an Instructor employee holding a preliminary or confirmed appointment ~~may shall~~ in exceptional circumstances be transferred to faculty rank with the same appointment status without there being a suitable vacancy when:

(i) his/her research or scholarship in an appropriate discipline is deemed by his or her unit tenure and promotion committee to be of a caliber and nature normally required for a faculty appointment,

(ii) his/her qualifications meet those normally required for a faculty appointment; and,

(iii) he/she is deemed by his or her unit Chair or Director to be doing a job which is effectively the same as that normally required of a fFaculty employee and that the unit is capable of resolving the implications of this transfer for its course offerings within its existing resources. Recommendation for such a transfer shall be made by the departmental promotion committee to the faculty promotion committee and then to the appropriate dean.

(iv) the employee transferring into faculty ranks shall receive a formal letter of offer as per the University's hiring protocol for faculty members

~~(iv) The dean shall confirm the transfer of rank.~~

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13.4(b) Instructor Positions Without Job Descriptions

(i) Subject to the Memorandum of Agreement signed by the parties on 11th day of December, 2003, these Instructor employees shall not teach more than four (4) credits or the equivalent of one-and-one half (1.5) times the normal ~~actual~~ full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period, and shall not teach more than the equivalent of one-half credit course in excess of 1.5 times the normal ~~actual~~ faculty employees' teaching workload in any **academic year ending August 31.***

**Note that this is the language in the current collective agreement (in the past two collective agreements).*

Carleton University's response (using MSWord tracked change) on Article 21.3 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA)
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21.3 Sabbatical Allowance

(a) For an **Instructor**, Lecturer, Assistant, Associate or Full Professor, ~~W~~where the first sabbatical is for a period of twelve (12) or six (6) continuous months and, is taken within the first fifteen (15) years of a preliminary or **confirmed**/tenured faculty member's initial appointment at Carleton University or another University, the rate of sabbatical allowance shall be 100% of nominal salary.

42.4 Professional Achievement Awards (Professional Librarians and Instructor Employees)

- (a) There shall be a maximum of seven (7) Professional Achievement Awards per year, each valued at ~~\$1,500.00~~\$10,000.00. Up to two (2) awards shall be provided for professional librarians and up to five (5) awards shall be provided for Instructor employees, which may, at the discretion of the recipient, be added to their Professional Expense Reimbursement.
- (b) The procedures to be used to select the professional librarian recipient(s) shall be as follows:
 - (i) recommendations shall be made by the Peer Evaluation Committee to the University Librarian by November 20, and, subject to Article 42.4(b)(ii), the Committee's recommendation shall be final and binding;
 - (ii) where the University Librarian is not satisfied that the Peer Evaluation Committee's list contains the names of all those employees s/he believes worthy of consideration, s/he may request that the Committee consider or reconsider additional names. The Committee shall do so, and its consideration or reconsideration shall be final and binding.
 - (iii) the Peer Evaluation Committee shall report its decision to the University Librarian by November 20. The University Librarian shall report the decisions of the Peer Evaluation Committee to the President by December 21.
- (c) The procedures to be used to select the Instructor employee recipient(s) shall be as follows:
 - (i) the committee for determining recipients shall consist of two (2) persons appointed by CUASA and two (2) persons appointed by the employer.
 - (ii) the basis shall be outstanding performance by an Instructor employee in meeting the responsibilities as defined in the collective agreement, and in the individual job descriptions referred to by the collective agreement; and,
 - (iii) candidates may be either nominated by a colleague or apply directly for an award and shall submit nominations to the Office of the Vice-President (Academic) by November 20 .
- (d) Employees shall only be eligible to receive both a Professional Achievement Award and a Teaching Achievement Award where the basis cited for each award is separate and distinct.

- (e) The Deans/University Librarian will be an information resource for the Committee but will not participate in any other way in its deliberations.
- (f) Receipt of an award will occur on the May 1 following the date of application but may be deferred by the recipient for reasonable cause by up to one (1) year.
- (g) Award recipients will be eligible to apply for further awards in the Fall term of the seventh (7th) year following the year in which the previous award was received.
- (h) It shall be the responsibility of each Faculty Dean/University Librarian to ensure, on an annual basis and in a timely fashion, that his/her instructor employees and professional librarians are aware of the applications procedures and deadline.

Carleton University's response (using MSWord tracked change) on Article 45.3 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA)

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~~45.3 (a) Floors: add \$10,000 to instructor floor to boost their CDIs, \$2,000 to the Assistant Professor floor and \$2,000 for the librarian floor.~~