

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 1920 26, 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, **gender 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 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 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 Membersemployees. The parties encourage all Membersemployees 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 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.~~

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5.3 (a) The employer is committed to providing a work environment that facilitates the full participation of all employees. The parties encourage all employees with a requirement for accommodation to notify Human Resources and CUASA.

(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.

Article 13.3 Professional Librarian Workload

(a) (i) Librarian workload should be developed through consultation ~~between~~ among individual librarians, ~~and~~ their department heads, and library management, 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 and of confirmation as outlined in Article 11.3.

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

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

iv) 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 Associate University Librarian**, 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, and library management, subject to operational requirements and available funding.** Such requests shall not be unreasonably denied. ~~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.]

Revise Article 15.4(c) as follows:

Professional librarian employees, while complying with the responsibilities in this article, have the right and responsibility to devote their energies conscientiously to their **research projects and/or** professional development, **subject to operational requirements and available funding.**

Revise Article 15.4(g) as follows:

Although it is not expected that all professional librarian employees will engage in research/scholarship, those who do shall have the right to seek University support for the research/scholarship, **and the responsibility to report on those activities to their Library colleagues, and to seek to publish, present, or otherwise disseminate the results of their research/scholarship.**

Carleton University's response (using MSWord tracked change) on Article 25.2 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

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Date: June 22 26, 2012

25.2 The Duties of a Chairperson of a Department are:

- (a) to call and preside over meetings of the department;
- (b) to represent the department in administrative matters;
- (c) to bring to the attention of the department for discussion and action matters pertaining to the work and efficiency of the department;
- (d) to oversee the internal administration of the department in consultation with other members of the department, and to delegate administrative activities as he/she sees fit;
- (e) after consultation with other members of the department, to ensure that proposals requiring the approval of the appropriate faculty board or of the Senate are brought forward;
- (f)
 - (i) on an annual basis, to invite each member of the department to submit a list of course and program preferences for consideration as teaching assignments, and, where the preliminary assignment varies from the member's preferences, to invite the member to discuss the assignment;
 - (ii) on an annual basis, circulate the advertisement of all summer courses to members of the bargaining unit and normally give preference to members of the bargaining unit applying to teach courses in the Summer Session where the members' qualifications are demonstrably equal to those of non-member applicants. In accordance with Article 13.2(b), teaching in the summer Session may be assigned as part of the normal workload assignment; and,
 - (iii) following this consultation, and subject to the approval of the appropriate dean(s), to designate course and program assignments; in cases of disagreement, the matter shall be decided by the appropriate dean(s); who shall ensure that the assignment is fair, equitable, and reasonable-
- (g) to submit to the appropriate dean in writing, after consultation with other members of the department, an estimate of the department's budgetary

needs for the ensuing year and to oversee and manage the allocated budget for the department;

- (h) to perform such other duties in connection with the work and administration of the department as the appropriate dean may assign him/her, and as are consistent with his/her status as a member of the bargaining unit;
 - (i) to consult with members of the department and to convey and present the recommendations of the appropriate departmental body to the appropriate dean, for appointments or advancements in salary or rank;
- (j) to discuss annually with preliminary appointees in the department progress in relation to criteria for tenure/confirmation set out in their letter of appointment as called for in Article 9.4(c); and,
- (k) such duties as are specified in this Collective Agreement.