

Carleton University's response (using MSWord tracked change) on Article 9.9 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: ~~June 10, 2012~~ August 0810, 2012

9.9 (a) For the purposes of this Collective Agreement any member of the bargaining unit not covered by Article 9.5, 9.6 or 9.8 above shall be assigned to one of the above ranks in Article 9.4 according to experience, qualifications, and responsibilities.

(b) Letters of appointment shall be signed by the President or designate. Such letters shall state clearly ~~the length and terms and conditions of appointment including rank and department to which the appointee is assigned, the category of appointment, salary, sabbatical entitlement, if any, under the provisions of Article 21.1(e), whether or not the appointment is a replacement, and any conditions attached to the appointment.~~

i) the length and terms and conditions of appointment;

ii) the category of appointment and whether the appointment is term, preliminary, tenured or confirmed;

iii) if term, the implications of this;

iv) if preliminary, the date when tenure or confirmation will be considered and the date when the candidate can expect to be informed of the decision;

v) salary;

vi) rank and department to which the appointee is assigned;

vii) reference to any additional educational and/or professional qualification which the member must obtain, if applicable; [contingent on an agreement on language regarding professional accreditation]

ix) the assignment of a home campus;

x) any other specific conditions of the offer of employment ~~not in~~ consistent with this Collective Agreement that the Parties agree are appropriate in the particular case, if applicable;

xi) credit for years of service and credit for years in rank at another university, or equivalent experience elsewhere, will be specified for the purposes of calculating eligibility for sabbatical leave. if applicable in accordance with the provisions of Article 21.1(f);

xii) confirmation of the number of years of service at another university in a full-time probationary and/or tenured preliminary and/or tenured/confirmed position, if applicable;

xiii) research start-up funding, if applicable

xiv) reimbursement of moving expenses, if applicable;

~~xv) the statement "The Collective Agreement can be found at the following URL: " the statement "The enclosed Agreement is part of your contract."~~

(c) All persons given new appointments, including term appointments, shall be placed within rank at a salary level commensurate with their experience, qualification, and responsibilities.

~~(d) Prior to appointment, candidates for a preliminary, tenured, term or confirmed appointment who visit the campus shall be offered the opportunity to be scheduled to visit with the CUASA Office to meet with a representative of the Union.~~

~~(e) Prior to an appointment being offered and accepted, candidates for an appointment who do not visit the campus as part of the appointment process shall be offered the opportunity to be scheduled for a phone consultation with a representative of the Union.~~

~~(f) Letters of appointment shall not specify any criterion for reappointment other than those found in inconsistent with this Collective Agreement.~~

~~(d) Prior to appointment, candidates for a preliminary, tenured, or confirmed appointments who visit the campus to be interviewed shall be scheduled to visit the CUASA Office to meet with a representative of the Union.~~

~~(e) Prior to appointment, candidates for term appointments who visit the campus as part of the appointment process shall be scheduled to visit the CUASA Office to meet with a representative of the Union.~~

~~(f) Prior to an appointment being offered and accepted, candidates for term or any other appointments who do not visit the campus as part of the appointment process shall have a telephone consultation scheduled with the CUASA office.~~

~~(g) Letters of appointment shall not specify any criterion for reappointment other than those found in this Agreement. All letters of appointment shall be accompanied by a copy of this Agreement and by a summary of existing benefits, including group insurance and pension plans currently in force.~~

~~(h) The Association shall receive copies of all each letters of appointment once signed and accepted by the candidate at the same time as the final letter is sent to the appointee.~~