

Current Negotiations

The aim of this Newsletter is primarily to give a full description of where CUASA and the University stand in their negotiations for a new contract. That contract should have been signed prior to July 1st: had that happened, our July pay cheques would have noticed a welcome bulge. That it has not happened, we all obviously regret; the delay, however, has no source in inaction: the two negotiating teams have been hard at work ever since the beginning of April, and with gratifying results for the most part.

The results — complete or substantial agreement on virtually everything except those Articles directly related to compensation, and significant improvements on a wide variety of issues. To make this resume of the negotiations more effective, there is first a breakdown of the Collective Agreement into four divisions:

Articles with

- (a) complete agreement already negotiated,
- (b) partial or substantial agreement,
- (c) no agreement, and
- (d) no change from the present Collective Agreement.

After that follows an Article by Article commentary on just what has changed, what has improved, and what has proven so far irreconcilable. Your understanding of this resume will probably be more effective if you glance at each Article in the present Agreement before reading the appropriate commentary, and please note that some of the numbering has changed.

And one final note — some of this Newsletter, some of the references to points still in dispute, will undoubtedly, or at least hopefully, be out-dated by the time you read this. It would, in fact, be a blessing if this were to be true of all such references.

(a) Complete Agreement

- Article 2: Definition of the Unit (no corresponding Article in present C.A.)
- Article 6: Past Policies and Practices of the University
- Article 18: Rights and Privileges of the Association and Its Members
- Article 22: Terms and Conditions of Employment (formerly part of Article 20)
- Article 23: Information
- Article 26: Teaching Evaluation
- Article 28: Dues Checkoff
- Article 30: Complaints, Grievances and Arbitration

- Article 36: Health, Safety and Security (no corresponding Article)
- Article 39: Copies of the Agreement (same)
- Article 48: Academic Career Planning (same)

(b) Partial or Substantial Agreement (as of July 12th)

- Article 9: Appointments
- Article 10: Promotions
- Article 11: Professional Librarians
- Article 12: Instructor Employees
- Article 14: Patents and Copyrights
- Article 15: Rights and Responsibilities
- Article 20: Leaves (excluding Sabbatical Leave; and formerly including Terms and Conditions of Employment)
- Article 21: Sabbatical Leave
- Article 25: Duties and Remuneration of Chairmen
- Article 27: Employment of Non-Members
- Article 31: Strikes or Lock-outs
- Article 33: Duration of Agreement
- Article 37: Term Appointments (no comparable Article)
- Article 38: Transfers (same)

(c) No Agreement (as of July 12th)

- Article 13: Academic Workload
- Article 19: Academic Development Fund
- Article 40: Benefit Plans (formerly parts of Articles 20 and 22)
- Article 41: Career Development (formerly Article 10.10)
- Article 42: Merit Pay (no comparable Article)
- Article 43: Market Differential Payments (same)
- Article 44: Salary Rationalization (same)
- Article 45: Anomalies (expansion of Article 22.6)
- Article 46: Summer School Stipend (formerly Article 22.8)
- Article 47: Financial Compensation (formerly Article 22)

(d) No Change from Present Collective Agreement

- Article 1: Preamble
- Article 3: Recognition
- Article 4: Academic Freedom
- Article 5: No Discrimination
- Article 7: Management Rights
- Article 8: Amendments to Carleton University Act
- Article 16: Confidentiality
- Article 17: Financial Stringency
- Article 24: Amalgamation
- Article 29: Correspondence
- Article 32: Negotiation Procedure
- Article 34: Joint Committee for the Administration of the Agreement
- Article 35: Transition to the Agreement

PRESIDENT'S REPORT

D.W. Sida

As my first act as President of CUASA, I called a meeting with our Grievance Administration Chairman, Alistair Tilson. I obtained my first briefing on present, past and future grievance and arbitration cases. This constitutes, apart from the present negotiations, the area where we must show our greatest concern, be prepared for the hardest work and probably expend most money. There are two reasons; one is the simple fact that any staff association has a duty to protect its members as individuals, the second is that these cases show up the flaws, failures and limitations of the collective agreement. Unfortunately, although grievances are inevitable they are accentuated by poor management.

Much of my first week in office, outside negotiations, has been spent in sifting through our grievance cases, mainly dealing with promotions and career development denials, and these will form the bulk of this year's cases. We intend to maintain the conscientious prosecution of these cases established by the previous president.

I am happy to be involved with the leadership of CUASA at a time when the new contract is under negotiation; I was signor to the first two years ago but I hope we can conclude our second with better provisions, better protection, and fewer all night sittings! Collective bargaining is as it sounds and it is important to realise that one must bargain, one cannot win everything. However, we hope that something constructive and imaginative will be achieved and put to practical use during the life of the contract.

At the start of a new year let me thank the outgoing executive and president of the association for their contributions and dedication to their offices. Particular mention should be made of the hard work and long hours put in by my predecessor Andy Brook. His expertise will be valued in the councils of CUASA. We must also thank the following members who have served on the executive: namely, Cooper Langford, Val Swinton, Tony Wand, Keith Bell and Doug Millar.

We have a strong executive, with Andy Brook, Barry Rutland, Stan Jones, Jim Wilcox and Mike Fox, Andy and Barry in their new positions, and we welcome Les Copley as Treasurer (back from the wilds of the administration) and Bill Jones as Staff Welfare Chairman.

I hope that we will be able to produce a high level of service to CUASA and to the University.

(a) COMPLETE AGREEMENT

Article 2: Definition of the Unit

Complete agreement on this new Article, essentially an embodiment of the OLRB certificate but including one new principle, an explicit protection of employees on leave or reduced workloads (cf Article 9):

"An employee on any form of leave or who accepts a reduced-time appointment of two-thirds or more shall continue to be a member of the bargaining unit."

Note: It is possible that CUASA may approach the OLRB to seek several additions to the bargaining unit.

Article 6: Past Policies and Practices of the University

Complete Agreement, with two significant changes: the first involving any change from "past practice", which under the present Agreement could be enacted after "consultation with the affected academic units or subunits", but in the future will require the agreement of both parties; the second a clause governing disciplinary measures:

"No disciplinary measures shall be imposed on an employee except for just and proper cause; such disciplinary action shall be reasonable and shall be demonstrably proportionate to the seriousness of the specific violation and shall not be contrary to the provisions of (see the 6.7 in the present Agreement)."

Article 18: Rights and Privileges of the Association and its Members

Complete agreement, with one important change: provision that released time of one full course be given to both the CUASA President and the Association's Grievance Administration Chairman, in recognition of the commitment required by these positions.

Article 22: Other Terms and Conditions of Employment

Largely unchanged collection of articles dealing with vacations.

Article 23: Information

While this article is concerned primarily with the information the Association and the employer exchange between them, it also limits the sort of information the employer can require of employees to that related to the areas of responsibility specified for them in the Collective Agreement.

Article 26: Teaching Evaluation

This Article clarifies the criteria and procedures of the Senate policy on teaching evaluation established in the Fall Term, 1976.

Article 28: Dues Check-Off

Complete Agreement. And only one alteration, common to second contracts under the jurisdiction of the OLRB: diversion of the amount for CUASA dues to a charity will be limited to (1) new employee affirming a religious or conscientious objection to trade unionism, and (2) current employees who have so affirmed prior to the signing of this Collective Agreement.

Article 30: Grievance

There are 3 significant improvements in Article 30 itself:

1. the initial complaint/informal grievance procedures have been simplified
2. the procedures of the University Grievance

Committee have been spelled out more clearly

3. the procedures for conducting different kinds of Association grievance, have been clarified.

Much more important, a procedure for appeal against denial of promotion has been tentatively agreed upon and will — we hope — become part of the new article 10.

Article 36: Health, Safety and Security

Provision for representation from CUASA on committees dealing with health, safety or security. Provision for access to emergency health services during regular work hours. Consultation required with the Association prior to announcement and/or any changes to existing policies or practices regarding access to buildings.

Article 39: Copies of the Agreement

Employer agrees to provide copies for members of the bargaining unit plus an additional 50 copies for the Association.

Article 48: Academic Career Planning

Complete agreement: a joint effort to develop more rational long-range development of academic programmes and careers.

(b) PARTIAL OR SUBSTANTIAL AGREEMENT

Article 9: Appointments

Agreement on most sections, with improvements in the provisions for advertising and particularly those governing the selection of Canadian versus non-Canadian applicants: to wit, the best qualified Canadian will be appointed, unless a non-Canadian has *demonstrably superior* qualifications (*note*—definition of Canadian is unchanged). The other significant change, to date, gives protections to employees electing to go on permanent reduced-time appointments: i.e., a prorating of salary according to actual reduction in workload, continuation of full benefit plans, eligibility for all salary increases such as CDI, *guaranteed access to research facilities*, and *consideration* for resumption of full-time status.

But almost anything involving professional librarians — *No Agreement*.

Article 10: Promotions

Faculty: detailed procedures are largely unchanged with the principal exception that appeals are not made to the President but the agreement (at present) will call for a decision of the Tenure Appeal Committee to decide whether a case should be reopened. "Decisions ... shall be reached following a fair and equitable application of the criteria of this article to all candidates."

Instructors: the procedures are similar to faculty up to the level of the Dean with the grievance procedure beyond that.

Librarians: for rank promotion there is just *No Agreement*.

Insurance

Bob Jones of Westrate Martus Associates will be on vacation on the 9th and 10th of August. If possible, please arrange to see him before or after those dates. Emergency service and coverage can be obtained by calling 1-800-265-4230. Claims are still to be phoned in to Brouwer and Company, 85 Sparks Street, 232-7379.

Article 11: Professional Librarians

In the existing contract this is an omnibus article containing most regulations respecting librarians even when the regulations are similar to, or even duplicate, those for instructors and/or faculty. We proposed that this article in the new agreement be **concerned only with those items that are exclusive to librarians** (the committees and confirmation and dismissal) and that the other items (principally appointment, workload, promotion, and sabbaticals) be placed with those for the other categories of employees. Since we proposed few changes to the University Library Committee, the Peer Evaluation Committee, and the procedures for confirmation we hoped to settle this Article quickly. Instead we found the employer proposing wholesale changes in all these items.

We can now report, however, that having chased the employer's negotiating team through four or five different drafts of such changes we are back where we started, with CUASA's proposals. At various times we received proposals to eliminate the ULC, to allow the employer to restructure the ULC, to add a Confirmation and Promotion Review Committee (a **parity committee**) above the PEC, and to have an appeals committee at the top. The general result of all these proposals would have been to weaken the collegial rights of professional librarians. The employer has now withdrawn all these proposals.

We still have not settled the protections against dismissal and suspension. We have proposed that the professional librarians be treated the same as faculty and instructors, that is, as professionals. As yet, the employer does not appear willing to accord them professional status in this regard.

Article 12: Instructor Employees

Agreement on nearly the entire Article, a thorough revision that includes a distinction between three categories of Instructors (Arts, Psychology, and those on individual job descriptions); a clarification of their assessment for such matters as CDI, renewal and confirmation; and provision to reward any research and scholarship.

Also, assessment of Instructors to be related to the *normal* performance of *comparable* employees. For renewal and confirmation, a better definition of criteria, and a new set of procedures that require that Instructors be judged, in part, by Instructors. The same protection as the Faculty ranks have against dismissal or suspension.

But, with respect to transfer to Faculty ranks — *No Agreement*.

Article 14: Patents and Copyrights

Books, other print material, works of art, and lectures, as always, are the sole property of the creator. Inventions and audio-visual productions which make use of employer funded facilities are shared between employer and employee; the split of proceeds from external use is still in dispute. Rights in computer programs have not been settled.

Article 15: Rights and Responsibilities

This is largely as in the present collective agreement but with a tightening up of responsibilities during examinations and with respect to being available to students. However, in the area of outside professional and academic activities, whereas we agree on the need for monitoring and ensuring that

238-7838	Mr. S.S. Reisman	c/o George Weston Ltd. 350 Sparks Street Suite 1003 Ottawa, Ontario K1R 7S8
237-3702	Mr. D.A. Ross	Coopers and Lybrand 130 Albert Street, Suite 1702 Ottawa, Ontario
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992-9064	Mr. F.K. Venables	551 Fairview Avenue, Rockcliffe Park, ottawa, Ontario, K1M 0X4
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231-3703	Dean R.A. Wendt	Faculty of Social Sciences, Loeb Building, B350, Carleton University
563-2491	Dr. H.L. Willis	1927 Bel-Air Drive, Ottawa, Ontario, K2C 0X1
741-5990	Mr. N. Zagerman	By hand: c/o M. Zagerman & Co. Ltd., 1630 Startop Road, Ottawa, Ontario, K1G 3T9
692-4857 (Home) 231-6380 (office)	Mr. Peter Pivko c/o School of Architecture, AA 302	R.R. 3, Manotick, Ontario K0A 2N0
233-5849 (home) 231-2712 (Office)	Mr. Lew Haskell c/o Department of Pol. Sci. L B640	32½ Adelaide Street, Ottawa, Ontario

GRIEVANCE HEARINGS



"I don't wanna be a juror! Can't I be
a witness?"

Courtesy of The Globe and Mail and Universal Press

CUASA COUNCIL

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D. LeBerrurier 2774 Art History/Music (1979)
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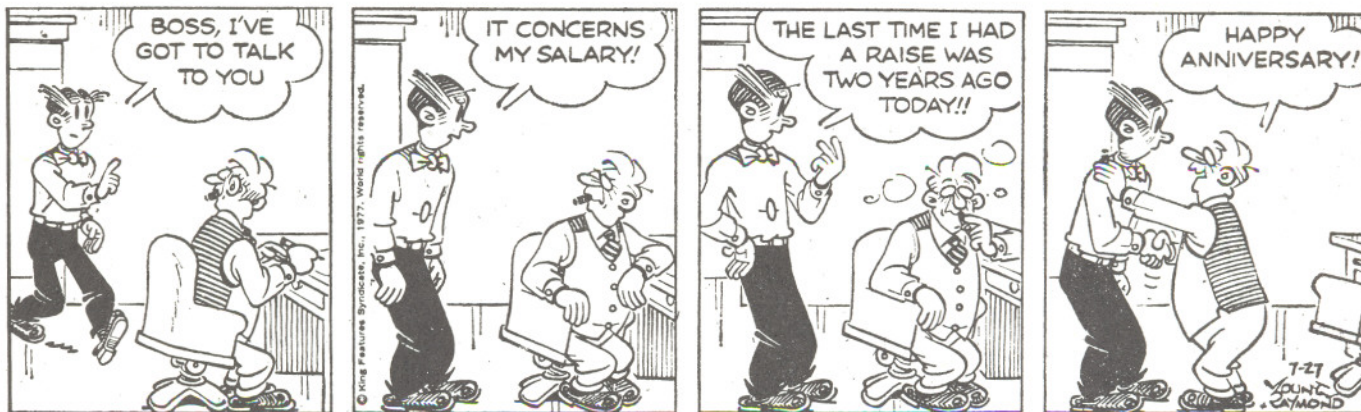
CUASA OFFICE

424 Herzberg (Physics) 6387
Staff:
P. Finn/Business Agent 6387
M. MacDonald/Secretary 6387

WESTRATE MARTUS INSURANCE

Bob Jones 4307 Room 523 Herzberg
1-800-265-4230

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