

CUASA

INFORMATION PACKAGE

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RATIFICATION VOTE ON PROPOSED MEMORANDUM OF SETTLEMENT

RATIFICATION POLL: TUESDAY, DECEMBER 10TH, 1985 FROM 9:30 A.M. TO 4:30 P.M.

POLL LOCATION: UNICENTRE-TORY LINK

ADVANCE POLL: MONDAY, DECEMBER 9TH, 1985 FROM 10:00 A.M. TO 4:00 P.M.
IN THE CUASA OFFICE, 447 ST. PATRICK'S BUILDING.



ALL MEMBERS OF THE BARGAINING UNIT ARE ELIGIBLE TO VOTE.

PROF M FRUMHARTZ
SOCIOLOGY & ANTHROPOLOGY

MEMORANDUM OF SETTLEMENT

The parties agree to refer all outstanding monetary issues to arbitration pursuant to Article 33 of the Collective Agreement. The parties agree to recommend to their principals that all other issues be resolved as follows:

1. All articles previously tentatively agreed to and signed off on pink paper are hereby agreed to.
2. Articles 9.3, 18.8(b), 20.5, 20.7, 27.2(a), 40.8(d),(e) & (f), 40.10(c) & (d), are hereby agreed to as attached.
3. All other outstanding non-monetary issues are hereby withdrawn. *which the parties agree are non-monetary or which Art. 33 establishes as non-monetary*
4. All editorial changes recommended by the editorial committee are hereby agreed to.
5. *DW* The parties agree that, notwithstanding Art. 33.3, either side may *WJ* proceed to binding arbitration of the monetary issues at any time. *DW*

Signed this Fourth day of October, 1985

W. Jones

David Craig

Sharon Jackson

R. G. Banadas

Patricia L. Lewis

John Smith

(for the Association)

David Van Dine

[Signature]

[Signature]

J. T. Riordan

Neil Kennedy

(for the Employer)

9.3 Employment Equity

The parties agree to the principle of employment equity for men and women at Carleton University. Consistent with that principle where there is under-representation of women or men in an academic unit:

- (a) The employer shall include, as a minimum, a statement in all advertisements for bargaining unit positions that the University welcomes applications from qualified women as well as qualified men.
- (b) The employer shall establish search procedures, which may vary among Faculties, but which shall require at least:
 - (i) consultation with informed women or men selected by the Dean from within the unit(s) or elsewhere in the University, for the purpose of identifying suitable prospective candidates, and
 - (ii) letters from the unit chairmen/directors/University Librarian to Canadian Universities inviting qualified female/male applicants where the employer determines that females/males are under-represented in the unit(s).
- (c) The parties agree that the best available candidate should be hired, regardless of sex. However, where one gender is under-represented in the unit and the qualifications of a candidate of the under-represented gender are demonstrably equal to those of the best available candidate, then, all else being equal, the candidate of the under-represented gender should be offered the position.

30.9 add "appointments Article 9.3 to Article 30.9"

ARTICLE 9: APPOINTMENTS

9.6 (d) Procedures Governing the Appointment of the University Librarian

- (i) When a Committee is established to advise the President on the selection of the University Librarian, it shall include representation from professional librarian employees of whom one (1) shall be from public service and one (1) from technical services areas of expertise.
- (ii) In the event that external applicants for the position of University Librarian are sought, the position shall be advertised in appropriate Canadian publications, including the CAUT Bulletin and Feliciter.

9.9 (g) (iii) An employee may waive the right to resume full-time status in accordance with this article.

ARTICLE 11: PROFESSIONAL LIBRARIAN EMPLOYEES

11.3 (f) (text from 13.3(b)(iii))

11.6 Within one (1) month of the signing of this collective agreement an ad hoc committee shall be established to investigate and report on criteria and procedures for performance appraisal of professional librarian employees. The committee shall be comprised of four (4) members, two (2) appointed by each party. It shall report its findings and recommendations to the President of the Association and the President of the University no later than January 15th, 1986.

ARTICLE 13: ACADEMIC WORKLOAD

13.2 (f) (xiv) Whether the course is filmed or videotaped.

- 13.3 (a) (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 shall be generally attainable within a thirty-five (35) hour week averaged over the year.
- (iii) A professional librarian employee may devote time during working hours to 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.
- (b) (i) The hours of work for each professional librarian employee shall be scheduled fairly and equitably during the operating hours of the library.
- (ii) Professional librarian employees shall not be scheduled for more than three (3) shifts per week for reference or information desk service, except for special conditions such as staff shortage owing to illness, special projects, etc.
- (iii) For purposes of this Article, "shift" shall be defined as a period of no more than four (4) consecutive hours of reference service at any reference or information desk during the morning or afternoon or five (5) consecutive hours in the evening of any weekday. A professional librarian employee may be required to serve two (2) such shifts on a Saturday or holidays, but in such a case the total number of hours worked shall not exceed seven (7).
- (c) RENEW
- (d) Compensation for Weekend and Holiday Duties
- (i) Hours worked on Saturdays and non-statutory holidays shall be compensated for with equivalent time off, the scheduling of which shall be subject to agreement between the professional librarian employee and the immediate supervisor(s).
- (ii) An employee who works one (1) shift on a Sunday or statutory holiday shall be given compensatory time off equal to one (1) working day (seven (7) hours), the scheduling of which shall be subject to agreement between the professional librarian employee and the immediate supervisor(s).
- (e) RENEW
- (f) RENEW
- (g) When a professional librarian employee who is on approved leave for a period of twelve (12) months or more or on long term disability is not replaced the Association shall advise the Association as soon as practicable in writing indicating the disposition of the duties and/or intention to fill the position.

13.4 (d)

ESL: Non-Credit Language Teachers in the Centre for Applied Language Studies (CALS)

- (i) Non-Credit Language Teachers employed for 10 contact hours or more per week for more than one six week period in an academic term shall be included in the bargaining unit. Such an employee teaching in the summer term with a workload equivalent to a 10 hour per week, 12 week assignment in the Fall or Winter term shall be included in the bargaining unit although the work may be compressed into a single six week period.
- (ii) Non-Credit Language Teachers shall not be required as part of their normal duties to perform any duties other than those directly related to their teaching assignments. They shall not be required to participate in any departmental or faculty committees. They shall not be required to work in program development, except that such work may be performed as additional duties for a separate stipend. They shall not teach in any credit courses in CALS, either as part of their normal duties, or as sessional lecturers. Note: it is understood that materials and course development is a normal part of a teaching assignment, and does not constitute program development.
- (iii) A Non-Credit Language Teacher may transfer to Instructor rank when:
1. a suitable vacancy exists; and
 2. his/her qualifications are demonstrably comparable to those of the best external applicant who meets the requirements of the position.
- (iv) In the event of transfer to Instructor rank, consecutive years of service at Carleton University as a Non-Credit Language Teacher shall be used, on a pro-rata basis to determine eligibility for sabbatical.
- (v) Service as a Non-Credit Language Teacher shall not be considered service as an Instructor for any purpose except as provided in (iii) above.
- (vi) Non-Credit Language Teachers eligible for inclusion in the bargaining unit shall receive those benefits for which, under the relevant plan text, they are eligible. In the event, that changes to a plan text are made which permit such employees to participate in benefit plans listed in Article 40, such employees shall be included under the relevant plan(s).
- (vii) If a Non-Credit Language Teacher has worked for a period sufficient for inclusion in the bargaining unit and subsequently does not work for a period of one academic term or less, he/she shall have a right of recall if there is sufficient need during the next academic term.
- (viii) ESL Instructors who are identified for lay-off shall have the option of displacing Non-Credit Language Teachers in positions for which they are qualified. Instructors exercising this option shall have the right to continue membership in the University Retirement Plan with employee and employer contributions based on actual salary and shall retain membership in the bargaining unit.
- (ix) Such employees shall hold the academic rank Non-Credit Language Teacher in accordance with Article 9.3(a).
- (x) Non-Credit Language Teachers shall be considered term appointments in the category set out in Article 37.1(c) and shall be covered by all provisions of the Collective Agreement appropriate to employees in that category except as modified above.

13.8 Temporary Assignment of Professional Librarian Employees

- (a) In the event that a temporary assignment of duties other than those specified in the job description is required for a period of one (1) month or more, the employee shall receive notice in writing which shall stipulate:
 - (i) the change in duties to be performed;
 - (ii) the duration of the temporary assignment, which shall not exceed twelve (12) months except by agreement of the employee(s) concerned; and
 - (iii) any other conditions attached to the assignment.
- (b) The professional librarian employee shall sign the notice acknowledging its receipt, and may add comments to the notice. A copy of the signed notice, with comments, shall be filed with the job description in accordance with Article 11.3(b).

Article 15 Rights and Responsibilities

15.1 (a) Delete line 3: their

15.4 Rights and Responsibilities of Professional Librarian Employees

- (a) As the prime role of professional librarian employees is to further the pursuit and dissemination of knowledge and understanding through the application of their skills and expertise as professional librarians, they must devote their energies conscientiously to the development of their competence and effectiveness as librarians.
- (b) It is the () responsibility of professional librarian employees to participate in the effective operation of the library and to carry out the duties () described in the relevant job description. ()
- (c) Renumber 15.4 (b) as is.
- (d) Renumber and Minor Change 15.4 (c) except to deal "ethically and fairly".
- (e) Professional librarian employees shall have the right and responsibility within the limits set by available facilities to adopt reasonable means to maintain an orderly and productive learning environment in the library.
- (f) Renumber 15.4 (e) and amend line 2: ... shall not normally miss, ...
- (g) Renumber 15.4 (f) and amend line 3: ... shall have the right to seek ...
- (h) As provided by Article 6.3 (c), the employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of professional librarian employees may be effectively carried out, and undertakes to provide professional librarian employees with reasonable opportunity to carry out their responsibilities effectively"

Article 16 - Confidentiality and Access to Personnel Files

- 16.5 (b) Where the Employer places a signed student comment on an employee's file:
 - (i) the employee shall be promptly advised of the substance of the complaint in such a form as will preserve the confidentiality of the complainant(s);
 - (ii) the employee shall be given an opportunity to place a comment or rebuttal on the file;
 - (iii) the students' names shall only be disclosed with their consent;
 - (iv) the employer may only use the complaint in a career decision if the students' names are disclosed to the employee;
 - (v) if the students do not consent to the disclosure of their names, then upon completion of final grade reports the document, along with the employee's rebuttal, shall be removed from the file and destroyed;
 - (vi) if the students' names are disclosed, the employee at that time shall be given an opportunity to place a further comment or rebuttal on the file.
- (c) When written student comments are retained copies shall be either placed in the employee's file in accordance with Article 16.5(b), or forwarded to the employee.

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

- 18.8 (b) On the conclusion of his/her term as Past President or as Grievance Chairman of the Association, the Past President and the Grievance Chairman of the Association shall be entitled mutatis mutandis to the provisions of Article 25.1 (b). These provisions shall apply to his/her full terms as President-Elect, President and Past President and to his/her full term as Grievance Chairman.

- 20.5 In case of absence of three (3) months or more due to illness, the employer may, at its discretion, require that the employee be examined by a medical practitioner of the employee's choice, for the purpose of evaluating the employee's fitness to return to work. Such examination may only be requested after the employee indicates that s/he intends to return to work.

20.7 (c) Employees appointed in accordance with Article 37 for a term of one (1) year or less shall not be eligible for the provisions in Article 20.7 below unless and until they have been a continuing member of the bargaining unit for one (1) year.

(d) The maximum period of maternity leave shall be seventeen (17) weeks. Such leave may begin no earlier than the eleventh week before the expected date of delivery. If additional time is required the employee may apply for leave without pay pursuant to Article 20.1.

(e) (i) Renumber current (e)

(ii) Renumber current (f)

(f) As an alternative to paragraph (e) above, the employee may elect remuneration as follows:

(i) for the first two (2) weeks, the employer will pay 95% of the employee's regular salary;

(ii) for the next fifteen (15) weeks, the employee will claim maternity benefits pursuant to the Unemployment Insurance Act and Regulations;

(iii) in addition, the employer will pay the difference between the benefits set out in (ii) above and 95% of the employee's regular salary;

(iv) the employee and the employer shall continue to pay their respective shares of the cost of maintaining the employee's membership in the benefit plans.

(g) Remuneration pursuant to paragraph (f) above is contingent upon the employee's eligibility for and application for maternity benefits under the Unemployment Insurance Act and Regulations. Should the employee be ineligible or fail to apply for such benefits, or should the Act or Regulations be amended during the term of this agreement so as to reduce or eliminate the benefit available as set out in paragraph (f) (ii) above, the provisions of paragraph (e) above shall apply.

(h) Renumber current (g)

(i) Renumber current (h)

(j) Renumber current (i)

21.2 (a) The provisions of Article 21 shall apply, mutatis mutandis, to Instructor and professional librarian employees.

(b) Where more than one instructor in a department, or more than two librarians, are eligible for sabbatical in the same year, problems of replacement or re-staffing may be considered () only to the extent that the concerned department, or the library, may request that the sabbatical of an employee may be delayed by not more than one year.

(c) A professional librarian or instructor employee returning from a sabbatical shall return to his/her former position or an equivalent position, unless the sabbatical was agreed, in letters exchanged by the employee and the employer, to be for retraining purposes as permitted in Article 38 (Transfers).

25.1 (c)

A Chairman (or equivalent) during his/her term of office shall receive in addition to his/her annual salary, an annual stipend related to the number of employees in his/her department as set out below:

1-7 employees	\$1,300
8-15 employees	1,450
16-23 employees	1,600
24-31 employees	1,750
32 or more employees	1,900

27.2 (a) - The employer recognizes the desirability of minimizing sessional lecturer expenditures. In each academic year the amount of monies to be expended by the employer for teaching performed by non-members of the bargaining unit during the Fall and Winter terms excluding those persons referred to in Article 27.3 and 27.5 and academic staff retired from Carleton University, shall not exceed \$1,100,000.

ARTICLE 21: SABBATICALS

21.1 (c) Where possible, at least six (6) months prior to the beginning of the sabbatical and in any event no later than three (3) months prior to the beginning of the sabbatical ... allowance. If no detailed statement is provided or if the dean is dissatisfied with the statement, he/she (), in consultation with the department, may seek revision of the statement; if no

ARTICLE 38: TRANSFERS

38.2 Librarian Transfers

- (a) delete lateral, within the ranks ... 9.5(a)
- (b) delete and substitute wording from 38.1(b)
- (c) add

The provisions of Article 38.1(c) through 38.1(h) shall apply mutatis mutandis to professional librarian employees.

40.3 Health Benefit Plans - Premium Increases and Rebates

- (a) In the event that the premium rates in effect for the Health Benefit Plans referred to in 40.1(a) change on or after May 1st, 1985, one-half (½) of the cost of such change shall be passed on to the employees by altering the cost sharing arrangements indicated in Article 40.2(e)(i) above accordingly. The employer will bear the remainder of the cost of such change.
- (b) One-half (½) of any rebates for any of the Health Benefit Plans referred to in Article 40.1 shall be passed on to the employees in the same manner as changes in premium rates. The remainder shall accrue to the employer.

40.12 (d) The parties agree that the JCAA shall continue to examine reciprocal free tuition benefit arrangements with other institutions.

- 40.8 (d) The employer shall make reasonable efforts to negotiate with other Canadian Universities with a view to entering into reciprocal pension agreements. The employer agrees to report, at regular intervals, to the parity committee specified in Article 40.8(e).
- (e) The parties agree to establish a parity committee of four (4) members to develop recommendations with respect to pension and retirement policy. The terms of reference of this committee shall include but not be limited to such matters as maximum pension performance review, and other issues arising out of a flexible retirement policy. This committee shall submit an initial report to the JCAA no later than January 15th, 1986.
- (f) For the 1985-86 year, any employee who wishes to be reappointed after the normal retirement age of sixty-five (65) will be recommended by the President for such reappointment for a one (1) year period from the normal retirement date or its anniversary.

40.10 (c) Employees who retire in accordance with the Carleton University Retirement Plan shall have preference for consideration for available sessional lecturer teaching as follows:

- (i) the employer shall make reasonable efforts to provide teaching for retired members of the bargaining unit and such retired employees shall have preference to teach up to the equivalent of two (2) full credit courses per calendar year;
- (ii) where a retired employee applies for sessional lecturer teaching pursuant to this article, s/he will be appointed if, in the opinion of the department, his/her qualifications are at least relatively equal to the qualifications of the best other candidate;
- (iii) remuneration for teaching pursuant to (i) above shall be determined by agreement between the retired employee and the employer, but in any event shall not be less than \$6,000 per full-credit course or equivalent or \$3,300 for a one-half (½) credit course or equivalent.

(d) Where the Dean agrees, upon the recommendation of the department, that there is a continuing need for graduate supervision by a particular retired faculty member, the faculty member will be compensated at a rate of not less than \$6,000 per annum.

Article 42: Scholarly Achievement Award

Renew, subject to editorial review.

Article 43: Summer School Stipend

43.1 The teaching of scheduled summer school courses by employees in addition to their normal workload, as provided in Article 13, shall be subject to additional compensation at the rate of \$4,250.00 for a full credit course and \$2,280.00 for a half credit course.

- 45.7 (a) The ratio of the Librarian II floor to the floor of the Assistant Professor rank shall be 1:1.05.
- (b) The ratio of the Instructor II floor to the floor of the Assistant Professor rank shall be 1:1.083.