

This COLLECTIVE AGREEMENT

between

CARLETON UNIVERSITY

(hereinafter called the employer)

and

CARLETON UNIVERSITY ACADEMIC STAFF

ASSOCIATION

(hereinafter called the Association or CUASA)

The parties agree as follows:

TABLE OF CONTENTS

Article Page

	Definitions	9
1	Preamble	12
2	Definition of the Unit	12
3	Recognition	13
4	Academic Freedom	13
5	No Discrimination	13
6	Past Policies and Practices of the University	14
	6.1 University Governance	
	6.2 Joint Senate/Board Policies	
	6.3 Continuation of Past Practices	
7	Management Rights	17
8	Amendments to the Carleton University Act	18
9	Appointments	18
	9.1 Appointments	
	9.2 Canadian Candidates	
	9.3 Employment Equity	
	9.6 Ranks for Professional Librarians	
	9.7 Librarian Appointments	
	9.8 Instructor Employees	
	9.10 Reduced-Time Appointments	

ArticlePage

- 10 Promotions 29
 - 10.1 Faculty Rank Promotions - Procedures
 - 10.2 Departmental Procedures
 - 10.3 Faculty Procedures
 - 10.4 University Level Procedures
 - 10.5 Appeal Procedure
 - 10.6 Criteria for Promotion of Faculty Employees
 - 10.7 Professional Librarian Promotions
 - 10.8 Instructor Rank Promotion Procedures
 - 10.9 Criteria for Promotion of Instructor Employees

- 11 Professional Librarian Employees 40
 - 11.1 University Library Committee
 - 11.2 Job Descriptions
 - 11.3 Confirmation
 - 11.4 Suspension or Dismissal for Cause

- 12 Instructor Employees 51
 - 12.1 Types of Instructor Positions
 - 12.2 Criteria for Evaluation of Instructor Employees: Principles
 - 12.3 Renewal of Appointment
 - 12.4 Appointment to Faculty Ranks
 - 12.5 Criteria and Procedures for Dismissal or Suspension

- 13 Academic Workload 56
 - 13.1 Workload of Faculty Employees
 - 13.2 Teaching Workload of Faculty Employees
 - 13.3 Librarian Workload
 - 13.4 Instructor Employees
 - 13.5 University Research Fellows
 - 13.6 Reduced Workload With Pro-Rated Pay
 - 13.7 Early Retirement Transition Provisions for Long-Service Employees

ArticlePage

14	Technology Transfer, Patents and Copyright	69
14.1	General	
14.2	Technology Transfer	
14.3	Patents	
14.4	Copyright	
14.5	Trade-marks	
14.6	Dispute Resolution Mechanism	
14.7	Intellectual Property General Provisions	
14.8	Interpretation	
15	Rights and Responsibilities	74
15.1	General	
15.2	Rights and Responsibilities of Faculty Employees as Teachers	
15.3	Rights and Responsibilities of Instructor Employees	
15.4	Rights and Responsibilities of Professional Librarian Employees	
15.5	Rights and Responsibilities as a Scholar/Researcher	
15.6	Rights and Responsibilities of Self-Governance	
15.7	Rights and Responsibilities as Members of the Learned Professions and of the Community at Large	
16	Confidentiality and Access to Personnel Files	81
17	Financial Stringency and Program Redundancy	84
17.3	Procedures Relating to the Identification of Faculties, Departments, Programmes, Schools, Institutes, Colleges, the Library, and Fields within Departments Which May be Affected	
17.4	Procedures Related to Identification of Individual Faculty Employees	
17.5	Procedures Related to Identification of Individual Professional Librarian Employees	
17.6	Procedures Related to Identification of Individual Instructor Employees	
17.7	Implementation and Grievance	
17.8	Compensation and Protection of Benefits of Laid-Off Employees	
17.9	Hiring Freeze	
17.10	Alternate Procedures in Connection with Financial Stringency	

ArticlePage

18	Rights and Privileges of the Association and its Members	91
19	Article Deleted/2001	92
20	Leaves	92
	20.1 Leave of Absence Without Pay	
	20.2 Leave for Academic and Professional Development	
	20.3 Political Leave	
	20.4 Court Leave	
	20.5 Sick Leave	
	20.6 Compassionate Leave	
	20.7 Maternity, Adoption/Child Care Leave	
	20.8 Annual Leave	
	20.9 Statutory Holidays	
21	Sabbaticals	99
	21.1 Faculty Employees	
	21.2 Instructor and Professional Librarian Employees	
	21.3 Sabbatical Allowance	
	21.4 General Provisions	
	21.5 Extended Sabbatical and/or Study Leave	
22	Other Terms and Conditions of Employment	103
	22.4 Off-Campus Teaching	
	22.5 Resignations	
	22.6 Voluntary Separation	
	22.7 Ergonomic Workstations	
	22.8 Legal Liability	
23	Information	105
	23.1 Information Concerning Employees	
	23.2 Information for Contract Administration and Collective Bargaining	
	23.3 Release of Information to Governmental Bodies	
	23.4 Information from the Association	
24	Amalgamation, Consolidation, Merger or Expansion of the University	107

ArticlePage

25	Duties and Remuneration of Chairpersons	108
	25.1 Remuneration	

25.2	Duties of a Chairperson of a Department or Institute	
26	Teaching Evaluation	110
26.3	Student Evaluations	
26.4	Peer Evaluation	
27	Employment of Non-Members	113
28	Dues Check-Off	114
28.2	Dues Remittance	
29	Correspondence	115
30	Complaints, Grievances and Arbitration	115
30.4	Definitions	
30.5	Employee Grievances	
30.6	Grievance Sub-Committee	
30.7	Association Grievances	
30.8	Employer Grievances	
30.9	Exclusions from the Grievance Procedure	
30.10	Failure to Respond	
30.11	Arbitration	
30.12	Appointment of Arbitrator	
30.13	Limits on Arbitration	
30.14	Expenses	
30.15	Time Limits	
31	Strikes or Lock-Outs	120
32	Negotiation Procedure	121
33	Duration and Continuance of the Agreement	121
34	Binding Arbitration	121
35	Joint Committee for the Administration of the Agreement	123
36	Health, Safety and Security	124

Article Page

37	Term Appointments	125
37.9	University Research Fellows/Canada Research Fellows	
37.10	Non-Credit Language Teachers	
38	Transfers	132

38.1	Faculty and Instructor Transfers	
38.2	Librarian Transfers	
38.7	Secondment	
39	Copies of the Agreement	135
40	Benefit Plans	135
40.2	Health Benefit Plans	
	- Cost Sharing Arrangements	
40.3	Health Benefit Plans	
	- Premium Increases and Rebates	
40.4	Health Benefit Variations	
40.5	Information and Reporting	
40.6	Bilateral Health Benefits Committee	
40.7	Athletic Facilities	
40.8	The Carleton University Retirement Plan	
40.9	Pension Enrichment for Retired Faculty Employees	
40.10	Benefits for Retired Employees	
40.11	Guaranteed Housing Loan Plan	
40.12	Free Tuition	
40.13	Professional Expense Reimbursement	
41	Career Development Increments	142
41.1	Purpose	
41.2	Procedures	
41.3	Criteria	
41.4	Reporting of Information	
41.5	Operation of the Career Development Plan	
42	Achievement Awards	153
43	Summer School Stipend	156
Article Page		
44	Salary Rationalization	157
45	Financial Compensation	157
46	Method of Payment	160
Appendix A:	Procedures Concerning Tenure, Dismissal and Related Matters as Approved by the Board of Governors of Carleton University on June 27, 1972, and as Amended by the Board of Governors	161

on October 4, 1972.

Appendix B: Guidelines for Promotion	170
Appendix C: A Description of the Carleton University Academic Staff Association Bargaining Unit, from the Ontario Labour Relations Board Decision dated April 4, 1975	174
Appendix D: Document on the Release of Teaching Staff in Times of Financial Stringency	175
Appendix E: Salary Rationalization	191
Appendix F: Approved List of Charities	202
Appendix G: Research Achievement Award Procedures for Inter-Faculty Cross-Appointees	203
Appendix H: Redeployment Pursuant to Senate Resolutions dated December 5, 1997	204
Appendix I: Agreement with Respect to In Class ITV Teaching	205

Definitions

For the purposes of this Collective Agreement, the following definitions have been agreed upon by the parties:

1. **Academic Subunit** designates a department, institute, program, centre and other entities whose senior academic administrator is an employee.
2. **Academic Unit** designates a faculty, division, library, college, school or other unit headed by a dean, director, University Librarian or other person excluded from the bargaining unit as managerial by the certificate issued by the Ontario Labour Relations Board, 18 June, 1975.
3. **Academic Year** designates the period thus named and specified annually by Senate.
4. **Bilateral/Parity** describes committees created by the parties pursuant to the Collective Agreement which contain equal numbers of representatives of each of the parties.
5. **Board of Governors** (hereinafter called the Board) is the body referred to by that name in the *Carleton University Act*.
6. **Canadian** designates a citizen, a legally resident landed immigrant, or those legally resident in Canada pursuant to a Ministerial permit.
7. **Carleton University** is the body corporate defined by the *Carleton College Act* (1952) as amended by the *Carleton University Act* (1957) and the *Carleton University Act* (1968).
8. **Carleton University Act** designates the several Acts enumerated in no. 7 above as amended from time to time in the future by the Legislature of the Province of Ontario.
9. **C.A.U.T.** designates the Canadian Association of University Teachers, a body corporate incorporated under letters patent granted by the Deputy Registrar General of Canada, 24 November, 1970.
10. **Chairperson/Director** of an institute, program or centre designates a faculty employee who is the senior academic administrator in a subunit such as a department, institute, program or centre, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.
11. **Confirmation of Appointment** designates a form of continuous appointment granted to professional librarian employees and Instructor employees (hereinafter called Instructor employees) according to the procedures described in this Collective Agreement.
12. **Continuing Employee** designates an employee on staff on both June 30, and July 1, including employees on any form of leave.
13. **Dean** designates the senior Academic officer of a faculty, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.

14. **Department (or equivalent)** (hereinafter described as a department) designates a subunit of the faculties or divisions including departments, schools, institutes, programs, centres and other academic subunits.
15. **Director of a School** designates the senior academic administrator of a school who is not an employee, for the purposes of this Collective Agreement.
16. **Employee** designates a person included in the bargaining unit as defined by the certificate issued by the Ontario Labour Relations Board, dated 18 June, 1975, as may be amended by the Ontario Labour Relations Board or by agreement of the parties.
17. **The Employer** designates the Board of Governors of Carleton University, the President and Vice-Chancellor, Vice-Presidents, Deans, and such other persons excluded from the bargaining unit as managerial by decision of the certificate of the Ontario Labour Relations Board, dated 18 June, 1975, or who are authorized to act on behalf of the employer.
18. **Financial Stringency Document** designates the document, *Release of Teaching Staff in Times of Financial Stringency*, as passed by Senate, 11 December, 1974.
19. **Immediate Family** designates spouse, sibling, parent, or child.
20. **Month** designates twenty-two (22) working days.
21. **New University Government** designates the document approved by the Senate and the Board of Governors in 1968 which, *inter alia*, specifies the procedures for the appointment of officers of Carleton University and senior academic administrators.
22. **Nominal Salary** designates for any given period the gross salary to which an employee is entitled if engaged in full-time service at Carleton University excluding any stipends and/or payments for overload teaching but including career development increments.
23. **O.C.U.F.A.** designates the Ontario Confederation of University Faculty Associations.
24. **Officers of the University** are those persons excluded from the bargaining unit as managerial by the certificate issued by the Ontario Labour Relations Board dated 18 June, 1975, who are authorized to act on behalf of the employer.
25. **Parties** are the parties to this Collective Agreement, namely Carleton University and the Carleton University Academic Staff Association.

26. **Personnel File/Dossier** designates all files containing evaluative materials concerning employees.
27. **Preliminary Appointments** designates appointments made in the expectation of the granting of tenure or of confirmation of appointment.
28. **President** designates the chief executive officer of the University.
29. **Secondment** is a temporary assignment by the employer of an employee to perform duties in an academic unit or sub-unit other than the employee's own unit.
30. **Senate** is the body referred to by that name in the *Carleton University Act* and as constituted in accordance with the *New University Government* document (1968).
31. **Senate/Board Documents and/or Policies** designate those documents and/or policies formally approved by both the Senate and the Board of Governors of Carleton University.
32. **Spouse** designates a husband or wife in law or in common law.
33. **Teaching** designates the instruction given by employees to students of Carleton University.
34. **Teaching Employee** designates an employee who teaches a course or courses approved by the Senate.
35. **Tenure** designates the status of continuous appointment of faculty employees as defined in the document, *Tenure, Dismissal and Related Matters*, approved by Senate, 27 June, 1972, and as amended by the Board of Governors, 4 October, 1972, (hereinafter called the *Tenure and Dismissal Document*).
36. **Tenure and Dismissal Document** designates the document concerned with renewal of preliminary appointments, tenure, dismissal for cause and related matters, entitled *Tenure, Dismissal and Related Matters*, approved by Senate, 27 June, 1972, and as amended by the Board of Governors, 4 October, 1972.
37. **The Association** designates the Carleton University Academic Staff Association (CUASA).
38. **University Librarian** designates the officer in charge of the University Library.
39. **Vice-President** designates the three executive officers next in rank to the President, namely the Vice-President (Academic), the Vice-President (Research and External), and the Vice-President (Finance and Administration).

Article 1: Preamble

1.1 The parties recognize that the goal of the University is the attainment of the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, scholarship/research and community service. The parties agree to cooperate in the promotion and enhancement of the University and to encourage a climate of freedom, responsibility and mutual respect in the pursuit of these goals. It is the purpose of this collective agreement to foster and continue the existing harmonious relations within the University community and to provide an amicable means for settling differences which may arise from time to time between the employer and the employees in the bargaining unit.

Article 2: Definition Of The Unit

2.1 The composition of the bargaining unit shall be as defined by the certificate of the Ontario Labour Relations Board, dated June 18, 1975, as further specified by decisions of the Board dated April 4, 1975 and June 18, 1975, which may be amended from time to time. This certificate, and subsequent amendments, if any, shall be deemed to be incorporated into and become a part of this Collective Agreement (see Appendix C).

2.2 All persons recognized by the employer as being members of the bargaining unit as of the date of signing this Collective Agreement who remain in the employ of the employer, shall continue to be members of the unit (except those who become excluded under the provisions of Article 2.1 above or those who are transferred to positions not under the jurisdiction of this Collective Agreement) without prejudice to any further cases.

2.3 An employee on any form of leave or one who accepts a reduced-time appointment or a reduced workload pursuant to Article 9.10, 13.6, and/or 13.7 shall continue to be a member of the bargaining unit.

2.4 An employee initially appointed with a workload of at least one-half the normal workload of academic staff shall be included in the bargaining unit.

2.5 Persons engaged in instructional duties will be included in the bargaining unit if they teach more than two (2) full-credit courses in the Winter Session, or if they teach more than three (3) full-credit courses in any twelve-month period ending May 15. (Repeated sections will count as if they were other courses.)

2.6 In recognition of the unique nature of the studio component of the Architecture the parties agree that, solely for the purposes of Article 2.5 of the Collective Agreement, a section of a studio course in Architecture for one term shall be deemed to have a full-course equivalent credit value of 1.0.

Article 3: Recognition

3.1 The employer recognizes the Association as the exclusive bargaining agent of the members of the bargaining unit, as defined by the certificate of the Ontario Labour Relations Board dated June

18, 1975, as may be amended from time to time.

Article 4: Academic Freedom

4.1 The common good of society depends upon the search for truth and its free exposition. Universities with academic freedom are essential to these purposes both in teaching and scholarship/research. Employees are entitled, therefore, to:

- (a) freedom in carrying out research and in publishing the results thereof,
- (b) freedom in carrying out teaching and in discussing his/her subject and,
- (c) freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for truth.

Article 5: No Discrimination

5.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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, sex, 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 practised 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.

Article 6: Past Policies And Practices Of The University

6.1 University Governance

Except as expressly provided for in the Certification Order and this Collective Agreement, the parties agree:

- (a) to acknowledge and support the traditional role of Senate as established by statute, bylaw and practice;

(b) to acknowledge and support the traditional role of the Board of Governors and the persons authorized to act on its behalf;

(c) that nothing in this Collective Agreement shall be construed to deny or diminish any existing rights, privileges and responsibilities of employees, individually and collectively, to participate directly in the formation and recommendation of policy within Carleton University and its component parts, as these rights, privileges and responsibilities are provided for under existing Senate/Board documents and/or established practices.

Except as modified in this article or changed by subsequent agreement of the parties, the Senate/Board policies referred to in Articles 14, 15, 16, 17 and 26, as they were on the date of signing this agreement, shall remain in force for the term of this Collective Agreement unless specifically amended by agreement of the parties. Should the Senate change or alter any of these policies during the term of this agreement, Articles 14, 15, 16, 17 and 26 shall remain in force for the term of this Collective Agreement, unless specifically amended by agreement of the parties.

6.2 **Tenure and Dismissal Document**

The document, *Procedures Concerning Tenure, Dismissal and related Matters as approved by the Board of Governors of Carleton University on June 27, 1972, and as amended by the Board of Governors on October 4, 1972*, (attached as Appendix A to this Collective Agreement), shall remain in force for the term of this Agreement, except that it shall be modified according to the provisions of (a) to (c) below:

(a) **Renewal of Preliminary Appointments for Faculty Employees**

The parties agree that appeals concerning renewal of preliminary appointments shall be within the jurisdiction of the Tenure Appeal Committee of the Senate and that the decision of the Tenure Appeal Committee of the Senate shall be final and binding on the parties.

6.2 (b) **The Granting of Tenure**

(i) The parties agree that the decisions of the Tenure Appeal Committee of the Senate shall be final and binding on the parties.

(ii) The holder of a preliminary cross-appointment shall be formally considered for tenure within a time frame specified in paragraph A3 and by the departmental and faculty committees as specified in paragraphs B3 to B8 of Appendix A, subject to the following:

(1) where the appointment is between two departments in the same faculty, a joint departmental committee shall be constituted in accordance with Article 10.2(a);

(2) where the appointment is divided equally between two faculties, the joint departmental committee shall make a single recommendation to the two Faculty Tenure Committees, which shall make separate recommendations to the President.

(3) if the Faculty Tenure Committees' recommendations conflict with each other, each recommendation shall be forwarded to an ad hoc University Committee, appointed and chaired by the Vice-President (Academic) with equal representation from each faculty. Members of the Faculty Tenure Committees may not serve on the ad hoc Committee. The ad hoc Committee shall determine its own procedures and make a final recommendation to the President.

(4) where the appointment is more than 50% in one faculty (the 'majority faculty'), the joint departmental committee shall have membership proportional to the weighting of the cross-appointment, and shall be chaired by a member of the majority department. The Committee shall make its recommendation to the Faculty Tenure Committee of the majority faculty, which shall make its recommendation to the President.

(iii) All other provisions of the collective agreement and Appendix A shall apply to consideration and tenure decisions for cross-appointees.

(iv) There shall be no restriction on the operation of established tenure policies and procedures. Establishment of a fixed proportion of tenured to non-tenured faculty shall be considered such a restriction.

(v) The parties agree to establish a parity committee of four (4) to deal with the question of whether there should be guidelines for the granting of tenure. This committee shall be established within one (1) month of the ratification of this collective agreement and shall report to the parties within six (6) months of its appointment.

6.2 (c) **Dismissal for Cause of Faculty Employees**

The procedures for dismissal for cause of faculty employees shall be unchanged except as modified in Article 6.2(c)(i) and (ii) below:

(i) the parties agree that the practices and procedures laid down in the Senate/Board policies for faculty employees for the renewal of preliminary appointments, the granting of tenure, and dismissal for cause shall not be subject to the grievance procedure described in Article 30, except where the faculty employee or the Association alleges violation of Article 4 (Academic Freedom) or Article 5 (No Discrimination) of this Collective Agreement or where the faculty employee or the

Association alleges that the procedures established under the existing Senate/Board policies as amended by Article 6.2, were not applied; and,

(ii) the parties agree that there shall be provision for an Alternate Review Chairperson, with the same powers and duties as those of the Review Chairperson specified in the *Dismissal Document*. The Alternate Review Chairperson shall, by agreement between the two parties, be called upon to act in place of the Review Chairperson when the latter's unavailability to begin a new case may be thought to prejudice the outcome or to impose undue hardship on the individual concerned or on the University. Agreement by one side to a request from the other to invite the Alternate Review Chairperson to act shall not be unreasonably withheld.

6.3 **Continuation of Past Practices**

(a) Past practice may be altered, but only by agreement of the parties.

(b) Where an employee or the Association seeks to rely on a past practice the onus shall be on the employee or the Association to show that the practice cited was contained in a document of the Senate, Board or management of Carleton University, or was otherwise sufficiently widely promulgated (in public, or in private communication), and practised, so as to make it reasonable to consider it a practice at this University.

(c) The employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of employees may be effectively carried out, and undertakes, therefore, to continue to provide a level of facilities and support services consistent with this responsibility, except that the level at which the employer will maintain the following general support services to the academic units may be adjusted from time to time:

(i) Secretarial and related services

(ii) Telephone service

- 6.3 (c) (iii) Space
- (iv) Supplies and Equipment
- (v) Computing Services
- (vi) Instructional Aids
- (vii) Duplicating Facilities
- (viii) Teaching and Research Assistance

Where users subcommittees exist in relation to these services, they shall continue to perform their advisory functions during the term of this Collective Agreement.

(d) Consistent with the employer's acknowledged responsibility as set out in 6.3(c) above, the employer shall make a reasonable effort to provide each employee with a standard model computer and voice mail.

6.4 (a) 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 Article 6.3.

(b) The parties agree to establish a parity committee to review the provisions of Article 6.4(a). This committee shall address the need for:

- (i) disciplinary responses other than those currently permitted by the collective agreement;
- (ii) appropriate procedures for the application of such disciplinary responses, in order to ensure due process;
- (iii) modifications to tenure and promotion procedures to provide for the proper treatment of allegations of misconduct which may be relevant to such considerations.

The committee shall report to its principals not later than April 30, 2001.

Article 7: Management Rights

7.1 ___ The Association acknowledges the management responsibilities and functions of the employer and agrees that such shall be continued, subject to the express provisions of this Collective Agreement.

Article 8: Amendments To The Carleton University Act

8.1 To ensure that any future proposals to amend the Carleton University Act reflect the shared aspirations of the University community, the parties agree that any proposal by the employer to amend the Act requires consultation with the Senate and also consultation with the Association.

Article 9: Appointments

9.1 To ensure that posts at Carleton University are filled by the most highly qualified candidates and to ensure accessibility to Canadians, all faculty, Instructor and professional librarian openings must be advertised prior to the consideration of candidates.

(a) Faculty and Instructor Employees

(i) All faculty and Instructor posts shall be advertised both internally and in various appropriate publications that shall include *University Affairs* and the *CAUT Bulletin* and/or their web sites whenever publication schedules permit, and the advertising copy shall be sent to the Association within ten (10) working days of its placement.

(ii) Copy of the advertisement shall be submitted to the publications within ten (10) working days of the receipt of that copy by the President's Office from the appropriate department and dean.

(iii) A period of at least thirty (30) working days shall elapse between the appearance of the final advertisement and the subunit's recommendation to the dean that a formal offer be sent to the selected candidate.

(iv) In cases of extreme urgency, or where a department, through the procedures for recommending appointments normally followed by the department, determines that a spouse of a successful candidate for a preliminary or tenured academic staff position has qualifications and experience that would benefit the programs of the department, an appointment may be made without following the requirements of 9.1(a) (i-iii) at the discretion of the President but in all such cases complete details of the appointments must be reported in writing to the Association and the Clerk of Senate within ten (10) working days.

(v) All appointments to faculty and Instructor positions shall be made on the recommendation of departments and the appropriate dean(s).

(vi) If a position is not attached to a specific department a committee of at least three (3) members of the bargaining unit shall be established by the appropriate dean to serve in lieu of a departmental committee.

9.1 (b) **Professional Librarian Employees**

All new or vacant positions at any of the four librarian ranks shall be filled by competition, after being advertised as provided for in this Article.

(i) Each competition shall be conducted by an ad hoc committee consisting of the immediate supervisor of the position to be filled, a professional librarian employee from the area of expertise within which the position falls, and one person from library management. The competition committee shall be constituted and shall follow procedures and criteria as outlined in Article 9.7.

(ii) All new or vacant positions at any of the four librarian ranks shall be first advertised internally to all librarian members of the bargaining unit which shall include employees of Carleton University who have previously been professional librarian members of the bargaining unit. However, for term positions the internal and external advertisements may appear simultaneously.

(iii) If no internal candidate is clearly acceptable, the vacancy shall be advertised externally in various publications as the *ad hoc* committee for the position concerned may deem suitable, but to include the *CAUT Bulletin*, *University Affairs*, and *Feliciter*, and/or their web sites whenever publication schedules permit and the advertising copy shall be sent to the Association within ten (10) working days of its placement.

(iv) Appointments of extreme urgency may be made without following the requirements of 9.1(b) (ii-iii) at the discretion of the President, but in all such cases complete details of the appointments must be reported in writing to the Association and the Clerk of Senate within ten (10) working days by the President. The employer, however, shall post a notice of the vacancy for five (5) working days on the vacancies bulletin board in the Library.

(v) In the case of professional librarian employees, an appointment may commence at any time during the year.

(c) **University Research Fellows**

Appointments of University Research Fellows are governed by Article 37.9.

(d) The employer shall provide to each short-listed candidate a package of information supplied by CUASA.

9.2 Canadian Candidates

Unless the qualifications of a non-Canadian candidate for a position are demonstrably superior to those of a Canadian candidate, the lowest level committee shall recommend that the Canadian be appointed. Exceptions on the part of the recommending committee or departures from such recommendations by a dean, the Librarian or the President shall be reported in writing to the Association and the Clerk of the Senate within ten (10) working days by the President.

- (a) Canadian designates a citizen of Canada, or one who on the date of application for a position at Carleton University, is a landed immigrant in Canada or holds a ministerial permit.
- (b) The qualifications relevant to each vacant position shall be clearly stated and shall not include irrelevant particularities which would unfairly disadvantage Canadians at home or abroad.
- (c) The parties agree to establish a University Appointments Review Committee should it become necessary or desirable.

9.3 Employment Equity

The parties agree to the principle of employment equity at Carleton University. Consistent with that principle:

- (a) The employer shall include, as a minimum, a statement in all advertisements for bargaining unit positions that the University welcomes applications from all qualified women and men, including members of visible minorities, aboriginal persons and persons with disabilities.
- b) The employer shall establish search procedures, which may vary among faculties, but which shall require at least:
 - (i) consultation with informed individuals selected by the Dean from within the unit(s) or sub-unit(s) or elsewhere in the University, for the purpose of identifying suitable prospective candidates, and
 - (ii) letters from the unit or sub-unit chairpersons/directors/University Librarian to Canadian Universities inviting qualified applicants from designated groups that the employer determines are under-represented in the unit(s) or sub-unit(s).
- (c) The parties agree that the best available candidate should be hired, regardless of membership or non-membership in a designated group. However, where the qualifications of two candidates for appointment are demonstrably equal, and one of these candidates is a member of a designated group that is under-represented in the unit(s) or sub-unit(s), then all else being equal, the candidate of the under-represented group should be offered the position.

9.4 (a) All appointments under this Collective Agreement shall be made in the following ranks:

- (i) Faculty: Professor, Associate Professor, Assistant Professor, or Lecturer;
- (ii) Lecturer (Instructor) (I, II and III) referred to as Instructors in this agreement;

- (iii) Librarian (I, II, III and IV); and
- (iv) Non-Credit Language Teacher.

(b) All appointments as defined in this Article shall be made as either term, preliminary or tenured/confirmed appointments.

(c) In the case of preliminary appointments the letter of appointment shall contain, in general terms, information about criteria for tenure/confirmation relevant to the Department, School, Institute, and/or Faculty in which the appointment is to be held.

9.5 The ranks: Professor, Associate Professor, Assistant Professor and Lecturer are defined as being those traditionally understood as such in Carleton University practice.

9.6 **Ranks for Professional Librarian Employees**

(a) The ranks Librarian I, II, III and IV are reserved for professional librarian employees as defined in Article 9.7.

(b) Professional librarian employees shall be assigned to a position with a fully documented job description in accordance with the provision of Article 11.1.

(c) There shall be no transference of significant functions from professional librarian employees to other library employees which results in a reduction of the number of professional librarian employees from the number employed at the commencement of the agreement.

(d) Should a professional librarian vacate his/her position by reason of resignation, termination, sabbatical or other long term (in excess of sixteen (16) weeks) absence, the employer shall, within two (2) months of the position falling vacant, inform the Association in writing indicating the disposition of the duties and/or the intention to fill the position in accordance with the provisions of Article 9.4(a).

(e) When a temporary replacement is made for a professional librarian employee on sabbatical or leave for a period in excess of sixteen (16) weeks in accordance with 9.6(d), any such replacement shall be a fully qualified professional librarian.

9.7 **Librarian Appointments**

(a) **Criteria**

Individuals to be considered for hiring as professional librarian employees shall have:

- (i) an initial undergraduate degree (the Association of Universities and Colleges of Canada may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian standards);

(ii) a professional library qualification from an accredited library school (the Canadian Library Association may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian Standards).

(b) **Procedures**

(i) The employer shall decide when a position is to be created or a position is to be filled by transfer or competition, in accordance with University procedure and Article 9.6(c). In conjunction with the supervisor of the position, the University Librarian shall set the date on which the competition is to start.

(ii) Within seven (7) working days of having received official notification that a new or vacant position is to be filled, the Peer Evaluation Committee shall meet to choose the third member of the *Ad Hoc* Competition Committee who shall be a professional librarian employee from the area of expertise in which the position falls. The other two members of this committee shall be the immediate supervisor of the position to be filled and a member from Library management. In the case of unavoidable absence of the immediate supervisor during a competition, a substitute designated by the supervisor shall serve on the *Ad Hoc* Competition Committee.

(iii) Within another seven (7) working days the *Ad Hoc* Competition Committee (henceforth referred to as the Committee), shall meet to prepare an internal advertisement for the position which shall include the minimum criteria for professional librarian employees, the salary range(s) for the relevant rank(s) and the job description attached to that position. This advertisement shall be posted for seven (7) working days on the vacancies bulletin boards in the Library. In the case of term appointments, the internal advertisement shall be posted for one (1) week, but the external advertisement may proceed simultaneously as outlined in Article 9.1.

(iv) In conjunction with the immediate supervisor of the position to be filled, the University Librarian shall assume responsibility for the receipt of applications and for all other documentation relating to appointments.

9.7 (b) (v) **Internal Competition**

(1) The Committee shall review all internal applications, interview the applicants as it sees fit and, if a suitable applicant is found, make a recommendation of appointment to the Peer Evaluation Committee. The Committee may be requested by the University Librarian to substantiate its rejection of a candidate. Unsuccessful applicants shall be notified promptly of the decision not to appoint them.

(2) The Committee shall make every effort to reach agreement upon a candidate. However, in those instances where the supervisor is in disagreement with the other two committee members, the matter shall be referred to the University Librarian who shall forthwith submit his/her resolution of this disagreement to the Peer Evaluation Committee.

(3) Within two (2) working days of receipt of the name of a suitable candidate from the Committee, the Peer Evaluation Committee shall review the candidate's qualifications in the light of the minimum criteria mentioned in Article 9.7(a)(i) and (ii). If the Peer Evaluation Committee approves the candidate, it shall recommend to the University Librarian that an offer of employment be made at a specified rank commensurate with the experience and qualifications of the candidate.

(4) The University Librarian shall decide whether to reject the recommendation or to accept and forward it to the President. No more than seven (7) working days shall elapse between the time the recommendation is made by the Peer Evaluation Committee and either:

-the Peer Evaluation Committee and the Committee are informed of a decision to reject the candidate and of the grounds for doing so; or

-a written offer is sent to the candidate.

Both the Peer Evaluation Committee and the Committee shall receive all particulars of the offer excepting only salary.

(5) If the candidate rejects the offer, the University Librarian shall decide either to continue negotiations with the candidate, or to inform the Peer Evaluation Committee and the Committee that the competition is to be continued.

9.7 (b) (v) (6) If an internal candidate accepts an offer of a different position within the Library, it shall not adversely affect the employee's eligibility for career development increments, or any other increment to his/her nominal salary, or his/her eligibility for sabbatical leave, or his/her eligibility for or status of confirmation or Professional Achievement Award.

(7) If a professional librarian employee should prove unsatisfactory in his/her new position, transfer from that position to any other position in the Library shall not adversely affect that employee's eligibility for career development increments, or any other increments to his/her nominal salary, or his/her eligibility for sabbatical leave, or his/her eligibility for or status of confirmation or Professional Achievement Award.

(vi) **External Competition**

(1) If no internal candidate is clearly acceptable, the vacancy shall be advertised externally in such publications as the *Ad Hoc* Committee for the position concerned may deem appropriate consistent with the provisions of Article 9.1.

(2) The Committee shall review all external applications, interview as it sees fit and, if a suitable applicant is found, shall make a recommendation of appointment to the Peer Evaluation Committee. The Committee may also recommend that a confirmed appointment be offered. From this point the procedures shall be those indicated in Article 9.7(b)(v). The Committee may be requested by the University Librarian to substantiate its rejection of a candidate. Unsuccessful candidates shall be notified promptly of the decision not to hire them.

(c) In cases where a professional librarian employee holding a confirmed appointment is appointed to a different position from that held as a result of competition or transfer, the initial appointment to the new position shall be for a period of one (1) year. Three (3) months prior to the end of the year, a performance appraisal shall be conducted in accordance with the provisions of Article 11.3 to determine whether the appointment to the new position shall be made a continuing one. The appointment shall be renewed upon the recommendation of the Peer Evaluation Committee to the University Librarian. In the event that the employee does not wish or is not able to continue in the position, or that the employer finds the employee's performance unsatisfactory, the employee shall be transferred to an equivalent position without loss of previous salary or benefits and subject to the provisions of Article 38.2(a).

9.7 (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 area 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*.

9.8 **Instructor Employees**

(a) The ranks Instructor I, II and III are reserved for those persons in the bargaining unit not covered by 9.5 or 9.6 above who are either engaged primarily in teaching or who perform duties defined by a specific job description, and whose responsibilities do not require participation in or conduct of research other than that required by their teaching duties or by the appropriate job description as approved by the JCAA.

(b) Instructor employees initially appointed during the term of this Collective Agreement shall be appointed according to the provisions of Article 9.

(i) Term appointments shall be made in accordance with Article 37 (Term Appointments).

(ii) Preliminary appointments shall be for a period of two (2) years and shall be made in expectation of renewal and/or confirmation.

(iii) In addition to the provisions of Article 9, Instructor Employees shall, upon appointment, receive statements in writing as to which of the following categories, identified under Article 12.1, applies to the appointment in question: primarily classroom teaching, or a position governed by an individual job description. Where an Instructor employee is appointed to the category involving individual job descriptions and the position to which the person has been appointed is not governed by one of the job descriptions appended to this Collective Agreement, a job description which is reasonably equitable in terms of workload and by comparison with other job descriptions for similar positions, shall be developed.

(c) An Instructor employee who is newly recognized by the employer as a member of the bargaining unit shall be granted a preliminary appointment if he/she has at least two (2) years previous full-time service with the employer in an academic capacity, and shall be considered for a confirmed appointment if he/she has five (5) or more years of full-time service with the employer in an academic capacity.

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. 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.

(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) If an appointment as an instructor of a non-credit course is advertised, notice of the appointment shall be circulated within the bargaining unit and only if no suitable applicant is available from within the bargaining unit shall the position be advertised outside the bargaining unit.

9.10 **Reduced-Time Appointments**

(a) A reduced-time appointment is defined as one in which a member of the bargaining unit at his/her request carries, on an ongoing basis, a reduced workload pursuant to Article 13. In the remainder of this Article, each and every reference to "reduced-time appointment" shall be understood to mean "ongoing reduced-time appointment".

(i) Any tenured or confirmed employee, holding a full-time position, may, on a wholly voluntary basis, apply to his/her dean or equivalent for a reduced-time appointment.

(ii) An application for reduced-time employment shall be in writing, with a copy to the Association.

(iii) An employee applying for a reduced-time appointment shall have the right to be represented by the Association at all stages of the discussions concerning such reduced-time appointment.

(iv) The employer shall not unreasonably withhold approval of requests for transfer from full-time to reduced-time status.

(v) Notwithstanding (a) above, reduced-time appointments may also be given to new employees whose workload is to be less than full-time but sufficient to make them members of the bargaining unit.

9.10 (a) (vi) Notwithstanding (a) above, reduced-time appointments may also be granted to untenured or unconfirmed employees where such an employee voluntarily seeks it, and when it is agreed between the employer and the employee that circumstances warrant it.

(vii) Members of the bargaining unit already on reduced-time status when this Collective Agreement takes effect shall be covered by all terms and conditions of this Article, but nothing in this Article shall be deemed to prejudice the terms and conditions of employment of such individuals.

(b) The salary of a reduced-time appointee shall be determined as follows:

(i) Each such appointee shall have a nominal salary composed as specified in Article 45. For an employee transferring from full-time status the nominal salary shall be that which would be the case if the employee were continuing in full-time status. For any other appointee to reduced-time status, the nominal salary shall be that which would be appropriate if the employee were appointed to full-time status as specified in Article 9.9(c).

(ii) Any increases for a continuing reduced-time employee shall be made to the nominal salary as if he/she were a full-time employee.

(iii) Each such appointee shall receive an actual salary pro-rated from the nominal salary according to the reduction in workload.

(iv) An employee already on reduced-time status at the time this Collective Agreement takes effect shall receive a salary adjustment, where required, to satisfy the terms of Article 9.10(b).

(c) Unless prohibited by agreement with the carrier(s), the employer shall provide a reduced-time appointee with the same benefits and coverage as specified in Article 40 for employees and shall, where applicable, contribute to the cost of these plans on the basis of actual salary.

(d) For the purposes of any assessments of performance, including career development increments, Research/Professional Achievement Awards, promotion, tenure, and confirmation of a member of the bargaining unit on a reduced-time appointment shall be assessed solely on the basis of his/her actual workload; but a career development increment or research/professional achievement award to a reduced-time appointee shall be pro-rated in the same manner as salary in Article 9.10(b)(i).

(e) For the purpose of a sabbatical, a reduced-time appointee shall have the right to a pro-rated sabbatical stipend based on nominal salary. To calculate the sabbatical stipend refer to Article 21.3(h).

9.10 (f) An employee who accepts a reduced-time appointment shall have the same access to all University research facilities as if he/she were on a full-time appointment; and where the employee has accepted a reduced workload in order to devote additional time to research, the employer shall not unreasonably deny increased access to these research facilities.

(g) Any employee granted a reduced-time appointment shall have the right to resume full-time status provided that:

(i) full-time status is resumed within sixty (60) months following the commencement of the reduced-time appointment; and,

(ii) notice in writing of the intention to resume full-time status is given to the employer within forty-eight (48) months of the commencement of the reduced-time appointment.

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

(h) An employee on a reduced-time appointment shall be covered by all the rights and protections of this Collective Agreement, including, but not restricted to, those governing tenure, dismissal and lay-off.

(j) Letters of appointment for a reduced-time appointee shall be signed by the President.

(i) The letter of appointment shall clearly state the nominal salary, reduction in workload and actual salary, the date of commencement of the appointment, and all other terms and conditions attached to the appointment, including those specified for full-time appointments in Article 9.9(b).

(ii) Upon receipt of a letter of appointment from the President offering a reduced-time appointment, an employee already holding a full-time appointment shall have twenty (20) working days in which to indicate in writing to the President his/her acceptance or rejection of the reduced-time appointment.

(iii) No reduced-time appointment shall take effect until and unless the appointee indicates in writing to the President his/her acceptance of the appointment and all its terms and conditions as specified in the letter of appointment.

Article 10: Promotions

10.1 Faculty Rank Promotions - Procedures

(a) Except as provided for in Article 10.1(g) and except where departments or their equivalent do not exist, or when a faculty decides by a vote of the faculty concerned to forego consideration at the departmental level, consideration of candidates for promotion shall take place at three levels: departmental, faculty and University. At the University level consideration shall be by the University Promotions Committee.

(b) (i) Unless a faculty employee requests not to be considered in a letter to the chairperson, each faculty employee shall automatically be considered for promotion in the years specified as normally appropriate in Appendix B to this agreement. In all other cases, faculty employees will only be considered for promotion if they signify to the departmental-, or school-level committee in writing that they wish to be considered for promotion in a particular year. These committees shall ensure that the deadline for application for promotion is communicated in writing to all faculty employees each year.

(ii) Where a faculty employee requests not to be considered in accordance with Article 10.1(b) (i) above, the employee will not be automatically considered for promotion in a subsequent year, but must apply for consideration in accordance with Article 10.1(b) (i).

(c) Unless a candidate who is not recommended at one level, including the lowest, indicates in writing to the appropriate dean a desire not to be considered further, he/she shall be reconsidered automatically at the remaining higher levels up to and including reconsideration by the University Promotions Committee.

(d) The opinion of outside referees shall be sought for promotion to Associate Professor. The candidate and the chairperson of his/her department will each submit two (2) names separately to the dean. The dean will request letters from at least two (2) referees chosen from the names submitted and others which may be added by the dean. These will necessarily include the two (2) names submitted by the candidate. The soliciting of letters of reference or assessment shall be consistent with Article 16.8.

(e) The opinion of outside referees shall be sought for the promotion to Full Professor. The candidate and the chairperson of the department shall each submit three (3) names separately to the dean. The dean will request letters from at least three (3) referees chosen from the names submitted and others which may be added by the dean. These will necessarily include the three (3) names submitted by the candidate. The soliciting of letters of reference or assessment shall be consistent with Article 16.8.

(f) The letters from the referees shall be available for consideration at the faculty and University levels.

10.1 (g) The promotion of Lecturers to the rank of Assistant Professor shall be considered upon application only at the departmental and faculty level as appropriate pursuant to Article 10.1(a).

10.2 Departmental Procedures

(a) By a method to be determined by the department (or equivalent), each department (or equivalent) shall establish by September 30 in each year a committee on promotion, in accordance with the provisions of paragraph B 1, Appendix A.

(i) Except in the case of cross-appointees, the committee shall consist of the chairperson of the department and at least four (4) other faculty employees and it shall be as representative as possible of the ranks and areas of interest in the department.

(ii) In all cases of formal cross-appointment, the committee shall be representative of each of the pertinent departments (or equivalent) and shall be comprised of the chairperson of each of the appropriate committees as determined in accordance with Article 10.2(a) and Article 10.2(a)(i) above, and at least one (1) other representative from each of the departments (or equivalent) at the invitation of the appropriate dean(s). The appropriate dean(s) shall designate a chairperson who shall be responsible for forwarding a written recommendation together with supporting evidence to the next level of consideration.

(b) The dean shall inform the chairperson of all members of the department who should be automatically considered for promotion. It shall be the responsibility of the appropriate committee to assist the chairperson in the preparation of the list of all those in the department who should be automatically considered for promotion and in the obtaining and examination of all relevant information and in ensuring the curricula vitae are current, complete and correct.

(c) The chairperson will submit the list of candidates to the appropriate dean(s) together with a curriculum vitae for each candidate and an evaluation of:

(i) the candidate's effectiveness as a teacher, as judged by the departmental procedure and in accord with Senate policy on teaching evaluation as specified in Article 26;

(ii) the research and scholarly studies accomplished by the candidate; such work done since promotion or appointment to the rank the candidate holds at the time of consideration should be emphasized;

(iii) the candidate's contribution to the development of his/her discipline, department, faculty, University and/or profession generally;

(iv) the candidate's academic/professional contribution to the community of which he/she is a part.

10.2 (d) The appropriate committee shall make its decision as to whether the committee is recommending for or against promotion and the chairperson of the committee shall so advise the candidate in writing. In the case of a recommendation against promotion the written communication will indicate to the candidate at least in which area or areas of performance the committee would expect evidence of further development before recommending in favour of promotion.

(e) A candidate may at this time submit additional information to the dean(s) if he/she believes his/her case not to have been adequately represented.

(f) All letters of reference solicited in accordance with Article 10.1(d) and Article 10.1(e) in relation to promotion shall become part of the candidate's official dossier.

(g) If the appropriate dean(s) is/are not satisfied that the list contains all the names of those eligible under Article 10.1 (b), he/she may present additional names for consideration and evaluation by the appropriate committee.

10.3 **Faculty Procedures**

(a) By a policy to be determined by the faculty, the dean shall establish by December 15 in each year a committee on promotion. The committee shall consist of the dean of the faculty and at least eight (8) other faculty employees, unless all the members are elected by the appropriate faculty board, in which case, it may be less than eight (8), and it shall be as representative as possible of the ranks and areas of interest in the faculty. The dean shall be chairperson of this committee.

(b) The names and complete supporting documents from the various departments for each candidate for consideration and possible recommendation shall be laid before the committee by the dean. The names and documents of those who have not been recommended at the departmental level, except for those who have requested no further consideration, shall be included. The chairperson of the appropriate departmental promotions committee shall present each candidate's case, together with that committee's recommendations.

(c) Following consideration by the faculty committee, the dean shall advise each candidate in writing whether the faculty committee agrees or disagrees with the departmental recommendation and shall submit the findings of the committee along with the complete dossier (including the letters from the referees) of each candidate to the Vice-President (Academic). If the faculty committee rejects a positive departmental recommendation, the written communication shall indicate to the candidate at least in which area or areas of performance the committee would expect evidence of further development before recommending in favour of promotion.

(d) Employees holding inter-faculty cross-appointments shall be considered for promotion separately by each faculty committee on promotion in accordance with the procedures set out in paragraphs (a) to (c) above.

(e) Lecturers not recommended for promotion shall have recourse to the appeal procedures of Article 10.5.

10.4 **University Level Procedure**

(a) (i) There shall be a University Promotions Committee consisting of the Vice-President (Academic) as chairperson, seven (7) members to be chosen by the President and seven (7) full-time faculty employees to be elected by the Senate from among faculty employees holding the rank of Full Professor. The President shall be present as an observer during the meetings of this Committee.

(ii) The chairperson shall keep a record of the number of votes cast for and against each candidate. In the event of an appeal the candidate concerned shall be informed of the vote on his/her candidacy.

(b) When the Vice-President (Academic) is satisfied that the documentation necessary is available for each candidate he/she shall submit it to the University Promotions Committee. The documentation shall include the complete dossier received from the faculty committee(s)

together with a written submission from both the department and faculty promotion committees.

(c) (i) The dean of each faculty shall present the cases of all the candidates from that faculty to the University Promotions Committee.

(ii) For a candidate holding a cross-appointment in more than one faculty, each dean shall present the case pursuant to the recommendation of the committee in his/her faculty.

(d) The University Promotions Committee shall recommend for promotion any candidate receiving a majority of votes of those present at the consideration of that candidate and such recommendation shall be made to the President who shall advise each candidate in writing, prior to May 1, as to whether the Committee is recommending for or against promotion. In the case of a recommendation against promotion the written communication shall indicate to the candidate at least in which area or areas of performance the Committee would expect evidence of further development before recommending in favour of promotion. In order to enable a candidate to appeal, if he/she so wishes, the reasons for the decision to recommend against promotion shall be given in writing to the candidate.

(e) The President shall recommend to the Board of Governors those candidates for promotion who were approved by the appropriate promotions committee.

(f) A candidate not recommended by the appropriate committee or promoted by the Board of Governors has recourse to the procedures under Article 30 or 10.5 as appropriate.

10.5 Appeal Procedure

(a) A candidate may appeal a decision of the appropriate promotions committee (University Promotions Committee for faculty employees except lecturers; the appropriate Faculty Promotions Committee for lecturers and Instructor employees; Library Rank Promotions Committee for professional librarian employees) to the Promotion Appeals Committee (hereinafter known as the PAC), consisting of the President, a faculty member holding the rank of Full Professor appointed by the Association, and a third member to be chosen by these two who shall chair all meetings, hearings and other deliberations of this committee. The PAC shall be established by April 1 of each year. When a candidate is informed that his/her promotion has been denied, he/she shall also be informed of these appeal procedures and the name of the chairperson of the PAC. The PAC shall be governed by the following procedures in hearing such cases:

(i) The appellant shall be allowed up to fifteen (15) working days, after being notified by the President that promotion was not approved, to prepare an appeal.

(ii) The appellant may be assisted and/or represented by a member of the bargaining unit.

(iii) The PAC shall examine any evidence that the appellant or his/her representative wishes to present and shall conduct a hearing if it deems this to be necessary.

(iv) The PAC may call for and is entitled to receive any other information that in its view is necessary to a proper review of the appeal, except that no evidence shall be presented by the employer which has not been available to the appropriate promotions committee unless in response to new information raised by the appellant in his/her appeal. The chairperson of the appropriate promotions committee shall be deemed to speak for that committee.

(v) The PAC shall reach a decision by majority vote. If the decision is to uphold the appeal, either on procedural or substantive grounds, the PAC shall decide whether to refer the matter back to the University Promotions Committee for reconsideration, or whether a *de novo* consideration of a candidate is required. If a *de novo* consideration is required the matter shall be referred to a differently constituted University Promotions Committee, the composition of which shall be determined by the PAC.

10.5 (a) (vi) If the PAC decides for reconsideration the chairperson of the appropriate promotions committee shall call a meeting of the appropriate committee within one (1) calendar month from receipt of a reconsideration decision. The subsequent decision of the appropriate promotions committee shall be final and binding.

(vii) In the event of the appropriate promotions committee denying the appeal the appellant shall be informed in writing of the reasons for the denial which shall include particular reference to the reasons submitted by the appellant in making the appeal.

10.6__Criteria for Promotion of Faculty Employees

(a) The criteria for promotion shall be those set out in the document *Guidelines for Promotion* issued over the President's signature and attached to this Agreement as Appendix B.

(b) These criteria shall remain in force until such time as a modifications are accepted through a Memorandum of Agreement between the parties.

(c) In addition, promotion criteria for faculty employees shall be consistent with Articles 15.1, 15.2, 15.5, 15.6, 15.7, and 18.4, and teaching evaluation shall be consistent with the provisions of Article 26.

(d) Decisions concerning promotion shall be reached following a fair and equitable application of the criteria of this Article to all candidates.

(e) Past practice shall govern the criteria for promotion of lecturers until suitable guidelines are developed and incorporated through Article 10.6(a) and (b).

10.7 Professional Librarian Promotions

There shall be four ranks for professional librarian employees at Carleton University: Librarian I, Librarian II, Librarian III and Librarian IV. These ranks reflect individual levels of professional achievement and are independent of any scheme for the assignment of responsibilities.

(a) Criteria for Librarian Promotions

(i) **Librarian I.** The rank of Librarian I shall be an introductory rank reserved for library school graduates with no professional experience. A professional librarian employee appointed to the Librarian I rank shall hold either a preliminary or term appointment and shall normally serve in that rank for the period of one (1) year.

10.7 (a) (ii) **Librarian II.** To qualify for appointment or promotion to the rank of Librarian II, the candidate shall have met the minimum educational requirement and shall have at least one year's professional experience or equivalent. As a primary criterion for appointment or promotion to this rank, a candidate shall have a record of successful performance as a librarian. Performance shall be assessed with respect to the candidate's achievement of goals which have been mutually established between the candidate and the candidate's supervisor(s), and those duties documented in a job description. It is expected that successful candidates will have demonstrated the ability to use effectively their professional education and will have shown the capacity to develop and extend their professional expertise.

(iii) **Librarian III.** To qualify for appointment or promotion to the rank of Librarian III, the candidate shall have a minimum of five (5) years experience as a Librarian II or shall have equivalent experience.

The primary criterion shall be professional performance; how well the librarian carries out the duties and responsibilities of the position held. Therefore, the successful candidate shall have a record of continuing effective performance. Performance shall be assessed with respect to the candidate's achievement of goals which have been mutually established between the candidate and the candidate's supervisor(s), and those duties documented in a job description. There should be clear promise of continuing professional development and demonstrated ability in areas of specialization and/or in an administrative capacity.

(iii) With less weighting, the candidate's performance in the following three areas should also be considered: academic achievement and activities, including additional formal degrees, programmes of continuing education, teaching, research, publication; involvement in professional activities and participation in professional organizations, including serving on committees, the presentation of papers, organization of and participation in conferences, seminars, workshops; service to the Library and/or the University. For promotion to the rank of Librarian III, a candidate must demonstrate achievement in one of the three areas.

(iv) **Librarian IV.** A librarian may not be considered for appointment or promotion to the rank of Librarian IV until he/she has had a minimum of five (5) years experience as a Librarian III, or has had equivalent experience. The primary criterion shall be professional performance; how well the librarian carries out the duties and responsibilities of the position held. Therefore, the successful candidate shall have a record of excellent performance with demonstrated initiative, leadership and creativity. Performance shall be assessed with respect to the candidate's achievement of goals which have been mutually established between the candidate and the candidate's supervisor(s), and those duties documented in a job description. There should be evidence of further development and extension of professional expertise.

10.7 (a) (iv) In addition, the candidate must submit evidence of substantial achievement in at least two of the following areas: research, publishing, teaching, professional endeavours including significant involvement in professional organizations, service to the library and/or the University.

(b) **Procedures for Librarian Promotions**

(i) By October 1 of each year, the Office of the University Librarian shall prepare for the chairperson of the Peer Evaluation Committee a list of professional librarian employees who should be automatically considered for promotion and shall send to

each eligible employee a letter indicating that his/her name has been forwarded to the Peer Evaluation Committee for consideration for promotion.

(ii) By October 1st of each year, the Peer Evaluation Committee shall post notices on the CUASA bulletin boards giving the timetable for promotion proceedings.

(iii) Unless the professional librarian employee requests in a letter to the chairperson of the Peer Evaluation Committee that s/he not be considered for promotion, each employee shall automatically be considered for promotion in the years specified as normally appropriate in Article 10.7(a). In the case of promotion to Librarian IV, a professional librarian employee shall be automatically considered when first eligible; thereafter, promotion proceedings are always initiated by the individual employee.

(iv) Unless a candidate who is not recommended by the Peer Evaluation Committee indicates in writing to the chairperson of the Peer Evaluation Committee a desire not to be considered further, s/he shall be reconsidered automatically by the Library Rank Promotion Committee.

(v) For each candidate, the Peer Evaluation Committee shall assemble a file containing the following documentation:

(1) a current *c.v.* supplied by the candidate;

(2) a letter of reference supplied by the candidate's department head(s) or equivalent;

(3) copies of the candidate's annual performance appraisals for the period since the last promotion or since appointment as appropriate;

(4) a current job description for the position held and, if applicable, for previous positions held in the period under review; and,

(5) except in the case of promotion to Librarian II, a list of three (3) or more names supplied by the candidate to be used as referees. For promotion to Librarian IV, normally at least one (1) of the names shall be that of an individual external to the library.

10.7 (b) (vi) The University Librarian shall solicit letters from two (2) referees chosen from the candidate's list. If the University Librarian desires to solicit additional references or assessments he/she shall so inform the candidate and submit the names of the proposed referees to the candidate who shall have the right to comment in writing on the names suggested and to have such comments included in his/her official dossier as stated in Article 16.8(a) and (b).

(vii) The Peer Evaluation Committee shall consider all documentation and may interview the immediate supervisor to obtain clarification on any point. If the Committee or the University Librarian desires to solicit additional written references to support the application, they shall act in accordance with Article 16.8 of the Collective Agreement. All letters of reference solicited in relation to promotion shall become part of the candidate's official dossier for the purposes of the promotion proceedings only. All such letters shall be available to the Peer Evaluation Committee.

(viii) The Peer Evaluation Committee shall make a written recommendation and submit the dossier for each candidate going forward to the Library Rank Promotion Committee by March 15 of each year. If the Peer Evaluation Committee proposes to recommend against promotion, it shall, before making a formal recommendation, notify the candidate of its tentative decision and invite the candidate to comment on the proposed recommendation. Upon request, the Peer Evaluation Committee shall furnish the candidate with a written statement of the reasons for the proposed negative recommendation. Such written communication shall indicate to the candidate at least in which area or areas of performance the Peer Evaluation Committee would expect evidence of further development before recommending in favour of promotion. The candidate shall have the right to meet with the Peer Evaluation Committee to discuss these reasons and/or to submit a response in writing before the recommendation is formally made. If the final recommendation is negative, the candidate shall be informed in writing. Any written statement provided by the candidate shall be added to his/her dossier.

(ix) In every instance where the Committee is unable to reach a unanimous recommendation, a statement of the recommendation signed by each committee member, which shall include a description of any disagreement within the committee concerning its recommendation, shall be forwarded to the Library Rank Promotion Committee.

(c) **Library Rank Promotion Committee Procedures**

(i) The chairperson of the Peer Evaluation Committee shall forward to the Library Rank Promotion Committee the documentation for each candidate to be considered by the Library Rank Promotion Committee. The documentation shall include the complete dossier together with a written submission from the Peer Evaluation Committee.

10.7 (c) (ii) The chairperson of the Peer Evaluation Committee shall present the cases of all the candidates to the Library Rank Promotion Committee.

(iii) The Library Rank Promotion Committee shall consider for promotion each candidate on evidence presented. If the Library Rank Promotion Committee proposes to recommend against promotion it shall, before making a final recommendation, notify the candidate of its tentative decision and invite the candidate to comment on the proposed recommendation. The candidate shall have the right to meet with the Library Rank Promotion Committee to discuss these reasons and/or to submit a response in writing before the recommendation is formally made to the President.

(iv) The University Librarian, as chairperson of the Committee, shall maintain a record of the results of the balloting and the recommendations of the Committee and shall make these known to all members of the Committee present at the time and other members, if any, within five (5) working days thereafter.

(v) The Library Rank Promotion Committee shall recommend for promotion to the President by April 15 of each year those candidates receiving a majority of votes cast.

- (vi) In the case of recommendations against promotion, the Library Rank Promotion Committee shall indicate in writing to the candidate at least in which area or areas of performance the Committee would expect evidence of further development before recommending in favour of promotion.
- (d) A candidate not recommended by the appropriate committee or promoted by the Board of Governors has recourse to the procedures under Article 30 or 10.5 as appropriate.
- (e) The President shall recommend to the Board of Governors by May 31 only those candidates who were approved by the Library Rank Promotion Committee.
- (f) The successful candidate(s) shall be notified by June 1.
- (g) All promotions shall be posted in the Library and appear in an appropriate publication of the University.

10.8 **Instructor Rank Promotion Procedures**

- (a) Instructor employees shall be considered first by the departmental promotion committee, or equivalent, established under Article 10.2(a). When any Instructor employee is being considered, an Instructor employee other than the employee under consideration shall be added as a member of the committee and shall remain a member for all consideration of the Instructor employee in question. Where a department has only one (1) Instructor employee, an observer from the same faculty as the Instructor shall be named by the Association and shall be present for all consideration of the Instructor employee. Such an observer may divulge matters relating to the deliberations of the committee only to higher level committees, the Grievance Sub-Committee or an arbitrator in the event of an appeal. Instructor employees shall cooperate with the decision-making bodies at the departmental, faculty and University level in providing information relevant to their candidacies.
- (b) The departmental committee or equivalent shall make a recommendation, and provide reasonable supporting evidence to the appropriate faculty promotion committee, which shall make a recommendation, and provide reasonable supporting evidence to the appropriate dean, who shall make the decision whether or not to promote the Instructor employee in question.
- (c) The dean shall communicate his/her decision in writing to the Instructor employee in question prior to April 1. Where the decision is unfavourable, the dean shall give his/her reasons in writing to the Instructor employee. The written communication shall indicate to the Instructor employee at least in which area or areas of performance the dean would expect evidence of further development before deciding in favour of promotion, and in order to assist the Instructor employee to appeal, if he/she so wishes, the reasons for the decision shall be given.
- (d) A candidate not recommended by the appropriate committee or promoted by the Board of Governors has recourse to the procedures under Article 30 or 10.5 as appropriate.

10.9 **Criteria for Promotion of Instructor Employees**

- (a) Consideration for promotion from Instructor I to Instructor II shall be automatic in the employee's third year of service.
- (b) Consideration for promotion from Instructor II to Instructor III shall be automatic in the employee's fourth year in the Instructor II rank.
- (c) Outside of this schedule for automatic consideration, an Instructor employee will only be considered for promotion if he/she so requests in writing to the chairperson (or equivalent) of his/her department by October 30 of the year in which he/she wishes to be considered.
- 10.9 (d) Years of service at Carleton University in full-time academic employment, or in employment which would have made an Instructor employee holding a preliminary appointment in 1976-77 eligible for membership in the bargaining unit (had it existed) shall be counted as full years of service for determining eligibility for promotion.
- (e) For promotion to Instructor II, teaching effectiveness at the norm defined in Article

12.2(f) shall be sufficient unless there is evidence of seriously deficient performance in other assigned areas of responsibility. Where there is such evidence, teaching effectiveness which is well above the norm shall compensate.

(f) For promotion to Instructor III, normally teaching effectiveness, level of professional development, and conscientiousness in the performance of assigned non-teaching duties shall all be at or above the norm defined in Article 12.2(f). However, teaching effectiveness which is well above the norm may compensate for achievement somewhat below the norm in the other two (2) areas.

Article 11: Professional Librarian Employees

11.1 (a) University Library Committee

The parties agree that the University Library Committee as established in Article 11.1(a) of the 1980-82 agreement shall remain inactive provided that:

(i) the University Librarian shall nominate professional librarian members of the Senate Library Committee according to the practice established in June 1978; and

(ii) the University Librarian establishes the Library Planning Committee as outlined in the final report dated April 14th, 1978 and revised May 4th, 1978 by the *Ad Hoc* Parity Committee, and revised February 21, 2000 by the LPC Review Committee which includes a change in name to the Library Forum.

(b) Peer Evaluation Committee

(i) Duties

The Peer Evaluation Committee shall make recommendations to:

(1) the University Librarian and the President with regard to appointments, renewal of preliminary appointments and confirmation of appointments of professional librarian employees in accordance with the specific criteria and procedures for these matters established by the Collective Agreement;

11.1 (b) (i) (2) the Library Rank Promotion Committee with regard to promotions for professional librarian employees in accordance with the specific criteria and procedures established in Article 10;

(3) the University Librarian concerning career development increments for professional librarian employees in accordance with the criteria and procedures established in Article 41;

(4) the University Librarian concerning Scholarly/Professional Achievement Awards to professional librarian employees in accordance with the criteria and procedures established in Article 42.

(ii) Composition

The Peer Evaluation Committee shall be composed of four (4) professional librarians, one (1) of whom shall be designated by the University Librarian and three (3) of whom shall be elected by professional librarian employees and from among professional librarian employees holding confirmed appointments. Provision shall be made for an alternate member designated by the University Librarian and an alternate member elected by and from the professional librarian employees, each of whom shall replace a regular member of the appropriate constituency in the event of that member's unavoidable absence or participation as a candidate or supervisor of a candidate in proceedings of the committee.

(iii) **Operation**

(1) The committee shall elect a chairperson from among its members who shall maintain an official record of all proceedings and recommendations.

(2) Three (3) members of this committee, one (1) of whom shall be a management designate, shall constitute a quorum.

(3) In every instance where the committee is unable to reach a unanimous recommendation, a statement of the recommendation signed by each committee member, which shall include a description of any disagreement within the committee concerning its recommendation, shall be forwarded to the University Librarian.

(4) In those instances where the University Librarian is in disagreement with a majority recommendation of the Peer Evaluation Committee he/she shall inform the Peer Evaluation Committee of his/her reasons in writing within ten (10) working days and the Peer Evaluation Committee may prepare a response to the University Librarian's disagreement. Such a response shall form part of the official dossier of the case.

11.1 (c) **Library Rank Promotion Committee**

(i) There shall be a Library Rank Promotion Committee composed of four (4) voting members, two of whom shall be designated by the University Librarian from professional librarian employees holding the rank of Librarian IV and/or management librarians, and two (2) of whom shall be elected by professional librarian employees and from among professional librarian employees holding the rank of Librarian IV. The University Librarian shall sit as the fifth member of the committee, acting in the capacity of non-voting chairperson.

(ii) Provision shall be made for alternate panel members as follows:

(1) the University Librarian shall designate members of an alternate panel to replace any regular members of the LRPC designated by the University Librarian under (i) above; and,

(2) a panel of alternate members shall be elected by professional librarian employees from among professional librarian employees holding the rank of Librarian IV. Provision shall be made for replacement of regular committee members elected in accordance with (i) above from the panel of alternate members to replace any regular members in the event of unavoidable absence or participation as supervisor of a candidate in the proceedings of the Committee by the Chair of the PEC.

(iii) Four (4) members of this committee, two (2) of whom shall be designated by the University Librarian and two (2) elected by professional librarian employees, shall constitute a quorum.

(iv) The Library Rank Promotion Committee shall make recommendations to the President regarding promotion in rank for professional librarian employees in accordance with specific criteria and procedures for rank promotion of professional librarian employees established in Article 10.

11.2 Job Descriptions

(a) Librarians' responsibilities shall include working with colleagues, supervising non-professional staff and providing services to library users. These responsibilities shall be those understood to be professional: public service, collection development, bibliographical control and technical library operations.

11.2 (b) The specific responsibilities of each professional librarian employee shall be identified in a current, written job description signed by the incumbent, if any, and the immediate supervisor. All job descriptions of professional librarian employees shall be fully accessible to all professional librarian employees. A copy of each job description shall be given to the employee concerned and another copy shall be filed with the CUASA office.

(c) The format for job descriptions shall be consistent within the professional librarian employee sub-unit and shall be in accordance with those guidelines respecting format agreed upon by the parties from time to time.

(d) In the event that a change in an existing job description is deemed necessary by either the employee or the supervisor:

(i) the proposed change(s) shall be fully discussed by the supervisor and the professional librarian employee concerned;

(ii) any change(s) to be made to the job description shall be documented in a revised job description which shall be signed by both parties and distributed as provided for in Article 11.2(b) prior to implementation;

(iii) in the event that the professional librarian employee objects to the proposed change, the dispute shall be referred to the appropriate Associate Librarian or to the University Librarian in an attempt to reach a settlement. The professional librarian employee must receive written notification of the decision made;

(iv) should the dispute not be resolved by the above means, the professional librarian employee may, upon receipt of the written notification of the decision, initiate a grievance on the matter by the following procedures:

(1) the objection shall be expressed in a grievance form which must be presented to the University Librarian and to the JCAA at the same time, within five (5) working days of the date the employee was notified of the change;

(2) the change shall not be implemented until the issue has been dealt with by the JCAA or fifteen (15) working days have elapsed since receipt of the grievance by the JCAA, whichever occurs first;

(3) notwithstanding Article 11.2(b) and 11.2(d)(ii) above, should the change be implemented following the completion of the procedures set out in Article 11.2(d)(iv)(2) above, a copy of the job description, signed by the supervisor, shall be given to the employee concerned and another copy shall be filed with the CUASA office;

11.2 (d) (iv) (4) this does not preclude recourse to the grievance and arbitration procedures in Article 30.

(e) (i) Any change in those job descriptions in effect at the commencement of this Collective Agreement shall be consistent with those duties and responsibilities commonly associated with professional librarian employees and with the evolution of such duties in Canadian Universities.

(ii) Any new job descriptions for professional librarian employees after the date of the signing of this Collective Agreement shall satisfy the conditions of Article 11.2(e)(i).

(iii) In the event that the University Librarian considers that a change in an existing job description is necessary he/she shall:

(1) consult with the professional librarian employee and the appropriate supervisor. Such consultation shall provide them with adequate opportunity for input and discussion;

(2) notify the professional librarian employee and the supervisor involved as to the result of the consultation. If consultation results in changes in the job description, notification of such shall be provided in writing to the employee, the supervisor, and the Association at least seven (7) working days prior to implementation.

(iv) The employer undertakes to make public by means of an open file in the Library, job descriptions for all new positions in the Library. The employer shall notify the Association as soon as a new job description is placed in this open file, and the job description shall remain in the file for at least ten (10) working days.

(v) Should a change in the job description for a professional librarian employee be made, pursuant to Article 11.2(e)(iii) above, to which the affected employee objects, such objection shall be handled as follows:

(1) the objection shall be expressed in a grievance which must be presented to the University Librarian and the Grievance Sub-Committee referred to in Article 30 at the same time within five (5) working days of the date the employee was notified of the change;

(2) the change shall not be implemented until the issue has been ruled on by the Grievance Sub-Committee or until fifteen (15) working days have elapsed since receipt of the grievance by the Grievance Sub-Committee whichever occurs first;

(3) this does not preclude recourse to the grievance and arbitration procedures in Article 30;

11.2 (e) (v) (4) when the report is submitted, changes in job descriptions shall be handled according to Article 11.2(e)(i), (ii), (iii), and (iv) of the Agreement.

(f) The Library management recognizes the desirability of providing rounded experience through some rotation of job assignment, and shall provide professional librarian employees with opportunities to work periodically at different reference and information desks and/or

different departments of the Library as the attainment of established goals permits. Arrangements for duration and times shall be established through consultation and agreement between the professional librarian employee(s) and the immediate supervisor(s) and the Associate Librarian involved.

11.3 **Confirmation**

(a) Professional librarian employees holding preliminary appointments shall be considered for confirmation six (6) months before the end of the second year of an initial preliminary appointment. However, a librarian employee who holds a preliminary appointment subsequent to a term appointment shall be eligible for consideration in accordance with Article 37.7 (Term Appointments). A professional librarian employee working a reduced workload at pro-rated pay shall earn credit toward confirmation on a pro-rated basis but shall be eligible for early consideration.

(b) If a confirmed appointment is not granted at this point, the employee may be granted a further preliminary appointment of not more than two (2) years on the recommendation of the Peer Evaluation Committee and the University Librarian. However, by the end of the fourth year of preliminary appointments, the employee must be reconsidered for confirmation and a confirmed appointment granted or the employee notified in writing that the appointment will be terminated at the end of the fifth year.

(c) **Criteria**

(i) In assessing a candidate for confirmation of appointment, the candidate's immediate supervisor shall provide the Peer Evaluation Committee with a general written evaluation supported by detail based on the candidate's potential for future professional development in the position held and in the library system, and a detailed written evaluation based on the candidate's past performance towards explicitly established goals, as specified in the job description, and on the candidate's working relations with his/her peers and supervisor(s).

(ii) In the case of a candidate who has held an appointment in a different position, an additional written statement from the supervisor of the previous position shall be required. Criteria to be used in evaluating the candidate's performance shall be those listed in Article 41.3(b). In addition, the candidate's potential for future professional development in the position and contribution to the Library and the University shall be considered.

11.3 (d) **Procedures for Confirmation**

(i) The University Librarian shall request the Peer Evaluation Committee to initiate proceedings for each eligible professional librarian employee six (6) months prior to the deadlines established according to Articles 11.3(a) and (b).

(ii) The Peer Evaluation Committee shall request the candidate's immediate supervisor to submit a written evaluation of the candidate's performance to date according to the established criteria together with a recommendation either for confirmation or for continued preliminary appointment or for termination of appointment.

(iii) The Peer Evaluation Committee shall invite the candidate to present to the committee a written statement of any information which he/she considers relevant to his/her candidacy.

(iv) The Peer Evaluation Committee shall examine the supervisor's evaluation and recommendation, all previous performance evaluations of the candidate, the candidate's curriculum vitae and statement(s) by the candidate (if any) and shall reach a recommendation. The Peer Evaluation Committee may recommend a confirmed appointment, a continued preliminary appointment or termination of appointment. In the case of a positive recommendation, the committee shall notify the candidate in writing of its decision. If the recommendation is not to grant confirmation, whether it is a decision to allow the appointment to lapse or to extend the preliminary appointment, the Peer Evaluation Committee shall provide a written statement of the reasons on which the decision was based. In the event of a negative recommendation, the candidate shall be interviewed by the committee, if he/she wishes, and shall have the right to choose one colleague to be interviewed by the committee in support of the candidate. In addition, the committee may interview the supervisor(s) if it deems this to be appropriate.

(v) The Peer Evaluation Committee shall make a formal statement in writing of its recommendation and the reasons for it to the University Librarian accompanied by all relevant supporting documents. Any disagreement within the committee concerning its recommendation shall also be described in the statement. At the same time a copy of the statement shall be made available to the candidate.

(vi) The University Librarian shall communicate his/her recommendation and that of the committee in writing along with all documentation, to the President at least five (5) months before the end of the preliminary appointment. The University Librarian shall also communicate his/her recommendation in writing to the candidate by the same date.

(vii) The President shall inform the candidate in writing of the decision at least four (4) months before the last day of the preliminary appointment.

11.4 Suspension or Dismissal for Cause

(a) Dismissals or suspensions shall be for just cause and the following procedures of this Article are designed to ensure that the decisions in regard to suspensions or dismissals will be rendered by an impartial body which has no interest either in the silencing of unwelcome opinions or the protection of incompetence or neglect.

(b) For purposes of this Collective Agreement a professional librarian employee is understood to be an employee who both possesses the qualifications of a professional librarian (as stated in the criteria for Library Appointments, Article 9.6(a)) and is employed in the Library in that capacity, but includes those at present on staff who do not meet these qualifications.

(c) Dismissal Procedure

(i) Review Chairperson

On the adoption of these procedures and from time to time thereafter, the President of the University and the President of the Association shall agree on the appointment of a person who is not a member of the faculty or Board of the University or employed in the administration of the University to act as Review Chairperson. Such an appointment shall be for a term not exceeding five (5) years, and may be renewed from time to time. All reasonable efforts should be taken to ensure that the position does not remain vacant for any significant period of time after the expiration of a term appointment and before renewal of it or appointment of a successor. The duties of the Review Chairperson shall be as described in the following paragraphs.

(ii) **Informal Proceedings**

Where the President, after whatever investigation he/she may consider necessary and which may include resort to a committee of inquiry, is satisfied that adequate cause for the dismissal of a professional librarian employee exists, he/she shall advise the professional librarian employee that he/she intends to so recommend and invite the professional librarian employee and, if the latter so wishes, an advisor to meet with him/her and with the University Librarian and the professional librarian employee's immediate supervisor.

11.4 (c) (iii) **Initiation of Formal Proceedings**

(1) Where the professional librarian employee declines an invitation extended under the provisions of Article 11.4(c)(ii) or the President, after reasonable efforts, is unable to arrange a meeting within a reasonable time after extending such an invitation, or if a meeting is held and no mutually agreeable settlement is reached, the President, if he/she intends to proceed with a recommendation of dismissal, shall so inform the professional librarian employee in writing and shall set out his/her reasons for so doing. Such reasons shall be set out in sufficient particularity to allow the professional librarian employee to prepare a reply.

(2) The President shall at the same time advise the professional librarian employee whether he/she intends to refer his/her intended recommendation to the Review Chairperson. If the President indicates that he/she intends to refer the matter to the Review Chairperson, he/she shall forward to the Review Chairperson a copy of the information given to the professional librarian employee.

(3) If the President does not indicate to the professional librarian employee that he/she intends to refer the matter to the Review Chairperson, the professional librarian employee may require the President to do so by notice given in writing to the President within fourteen (14) days after the professional librarian employee is notified under this provision of the President's intention to recommend his/her dismissal. Upon being required to refer the matter, the President shall do so in the manner specified in Article 11.4(c) (iii) (2) above.

(4) If the President does not indicate to the professional librarian employee that he/she intends to refer the matter to the Review Chairperson and the professional librarian employee does not require him/her to do so in the manner and within the time specified in the preceding paragraph, the matter need not be referred to the Review Chairperson.

(iv) **Formal Proceedings**

(1) Where a matter is referred to the Review Chairperson in accordance with the foregoing procedure, he/she shall proceed to determine whether adequate cause exists for the President to recommend dismissal of the professional librarian employee, or he/she may in his/her discretion appoint two (2) persons to sit with him/her as a Review Committee to make such determination. The Review Chairperson shall act as Chairperson of any Review Committee.

11.4 (c) (iv) (2) The Review Chairperson or a Review Committee shall advise the President, the University Librarian and the professional librarian employee of the date and place fixed by it for a hearing in connection with the matter. Such date shall be not more than six (6) weeks after the matter is referred to the Review Chairperson. The professional librarian employee may at any time before the hearing provide the Review Chairperson or the Review Committee and the President with a written reply to the reasons given by the President in support of his/her intention to recommend dismissal; but where such a reply is given within seven (7) days of the day fixed for the hearing, the Review Chairperson or Review Committee may, on its own initiative or at the request of the President, postpone the hearing for a period not exceeding seven (7) days. Reasonable notice of any postponement shall be given to the professional librarian employee, the University Librarian and the President.

(3) A hearing by the Review Chairperson or a Review Committee shall be held in camera unless the professional librarian employee requests otherwise by notice given to the Review Chairperson or a Review Committee in writing at least one (1) week in advance of the hearing.

(4) Both the President (or his/her nominee) and the professional librarian employee are entitled to appear at the hearing and, if they so desire, to be represented by counsel or other advisers. The Review Chairperson or a Review Committee is entitled to set its own rules as to the procedure before it, the examination and cross-examination of witnesses and the admissibility of evidence. A transcript of the proceedings at any hearing before a Review Chairperson or Review Committee shall not be obligatory but the Chairperson or the Committee, upon the application of either the President (or his/her nominee) or the affected professional librarian employee, may direct that the testimony of a specified witness be recorded and a transcript thereof provided if the Chairperson or the Committee so desires.

(5) As soon as possible after completion of the hearing before it, the Review Chairperson or the Review Committee shall provide the President, the University Librarian and the professional librarian employee with its decision, in writing, as to whether adequate cause exists for the President to recommend dismissal of the professional librarian employee, supported by reasons as the Review Chairperson or the Review Committee considers appropriate. The Review Chairperson or the Review Committee may also propose another remedy if it deems it appropriate. A decision by the majority shall be the decision of the Review Committee.

11.4 (c) (iv) (6) Where a Review Chairperson or a Review Committee has reached a decision that adequate cause does not exist for a recommendation by the President to the Board of Governors that a professional librarian employee be dismissed, the President shall not make such a recommendation to the Board and the procedure provided for in these provisions shall not again be instituted on the basis of substantially the same facts and considerations.

(7) At any time after its decision is communicated to the President, the University Librarian and the professional librarian employee, the Review Chairperson or a Review Committee, may, if it considers it to be in the public interest to do so, make public its decision and any or all of its reasons. Except where a hearing before the Review Chairperson or a Review Committee is held in public, and except to the extent that the Committee itself makes its decision and any of its reasons for it public, all information shall be treated as confidential information and the decision of the Review Chairperson or a Review Committee and its reasons for it shall be confidential except that the decision and reasons may be submitted to the Board of Governors in support of a recommendation to the President for dismissal of the professional librarian employee.

(v) **Suspension**

The President may, by written notice and for stated cause, relieve a professional librarian employee of some or all of his/her duties and withdraw some or all of his/her privileges, provided that dismissal or other proceedings to determine the propriety of such action have already been initiated or are initiated simultaneously. This is not to be construed as preventing the President from acting in an emergency where there is a clear and present danger to the professional librarian employee or to the University, provided that written reasons are subsequently provided. A suspension shall terminate with the conclusion of the dismissal or other proceedings or at such earlier time as the President may deem appropriate. Salary and other benefits shall continue throughout the period of suspension.

(vi) **Expenses**

The fees and expenses of the Review Chairperson and of the persons that may be appointed to sit with him/her as members of a Review Committee shall be borne by the University. Any additional expenses arising out of any hearings of the Review Chairperson or a Review Committee including expenses connected with the recording and transcription of testimony when directed by the Review Chairperson or a Review Committee and the fees and expenses of witnesses called at the direction of the Review Chairperson or the Review Committee, but not otherwise, shall also be borne by the University.

11.4 (c) (vi) Save as aforesaid the University and the affected professional librarian employee shall each bear their own expenses including those connected with the calling by them of any witnesses or the preparation and presentation of documents and the fees and expenses of a counsel or advisors as the case may be, provided that the Review Chairperson or a Review Committee may direct that the fees and expenses of a counsel, if one is engaged by the affected professional librarian employee, or some portion thereof shall be borne by the University where, in

the Review Chairperson or Review Committee's view of the circumstances, it considers it just and equitable that the University should pay them.

Article 12: Instructor Employees

12.1 There shall be two (2) types of Instructor positions:

- (a) Those primarily associated with language instruction where the principal duties are classroom teaching.
- (b) Those with individual job descriptions agreed to by the parties.
 - (i) Copies of current job descriptions for each faculty shall be maintained in the dean's office, and the CUASA office.
 - (ii) Any change in these job descriptions shall be consistent with the duties and responsibilities appropriate to the position of Instructor.
 - (iii) In the event that a modification of the duties associated with an Instructor position is contemplated, the department chairperson/director, shall, after consulting with the Instructor employee concerned, submit a recommendation to his/her dean. The dean after consulting with both the Instructor employee and the department chairperson/director shall, if he/she considers it warranted, draw up a new job description and forward copies of it to the Instructor employee, the department chairperson/director, the Association and the Director of Human Resources at least ten (10) working days before the change is to come into effect.
 - (iv) If the Instructor employee objects to the new job description, his/her objection shall be dealt with as follows:
 - (1) the objection shall be expressed in a grievance which must be presented to the dean and the Grievance Sub-Committee at the same time within five (5) working days of the date the employee was notified of the change;

12.1 (b) (iv) (2) the change shall not be implemented until the issue has been ruled on by the Grievance Sub-Committee or within fifteen (15) working days of receipt of the grievance by the Grievance Sub-Committee, whichever occurs first.

This procedure shall not preclude recourse to the grievance and arbitration procedures in Article 30.

12.2 **Criteria for Evaluation of Instructor Employees: Principles**

- (a) Assessments of Instructor employees for purposes of renewal of appointment, confirmation, promotion and career development or other salary increments shall focus on their effectiveness as teachers and, where the position held by an Instructor employee is governed by a job description, on the effectiveness with which the additional duties defined by the appropriate job description are carried out. In addition, the conscientiousness with which other responsibilities defined in Article 15.3 and assigned to Instructor employees are carried out shall be taken into account.
- (b) No responsibility shall be taken into account unless the employee concerned has had a reasonable opportunity to undertake it.
- (c) Lack of achievement in, or capacity for, research or scholarship shall not be held to the disadvantage of the Instructor employee, save as it affects his/her teaching performance; more specifically, such absence shall not be a bar to renewal of appointment, granting of confirmation, promotion or the awarding of career development or other salary increments.
- (d) For preliminary appointees, evidence of ability for, or achievement in, research or scholarship may be rewarded by accelerated progress in confirmation or promotion or, if provided for by plans in force at the time, career development or other salary increments.
- (e) Teaching effectiveness will constitute the most important criterion of evaluation for Instructor employees in making assessments for any of the purposes listed in Article 12.2 (a). In assessing teaching effectiveness, student, faculty, and (except where seriously impractical) Instructor employee opinion shall be taken into account. Such opinion shall be based on first hand experience of the Instructor employees in the classroom, laboratory, or field location. Each class of opinion shall be accorded roughly equal weight.
- (f) In judging whether the performance of an Instructor employee in each of the areas of responsibility is more than satisfactory, satisfactory, or less than satisfactory, the judgments shall be made relative to the levels of performance normal for an individual of the same rank and experience performing similar tasks in similar areas of responsibility.

12.2 (g) Decisions concerning Instructor employees shall be reached following a fair and equitable application of the appropriate procedures and criteria.

12.3 (a) **Renewal of Appointment**

(i) Renewal of a preliminary appointment shall not be for more than a total of six (6) years without the granting of confirmation of appointment.

(ii) Renewal of a term appointment of an Instructor employee shall conform to the provisions of Article 37 (Term Appointments).

(b) **Confirmation of Appointment**

(i) Instructor employees shall necessarily be considered for confirmation of appointment in the fall term of their fifth year of service.

(ii) If confirmation of appointment is denied at the first consideration for confirmation, a further preliminary appointment may be made, but this appointment shall not exceed one (1) year. If this further preliminary appointment is made, the Instructor employee shall be considered again for confirmation in his/her sixth year of service.

(iii) Not later than the end of the sixth year of a preliminary appointment to Instructor employee ranks, either confirmation of appointment shall be granted or employment shall be terminated.

(iv) An Instructor employee working a reduced workload at pro-rated pay shall earn credit toward confirmation on a pro-rated basis.

(c) **Procedures for Renewal and Confirmation of Appointment**

(i) Instructor employees shall be considered first by the departmental tenure committee, or equivalent, for renewal of appointment and confirmation. When any Instructor employee is being considered by any such committee or mechanism, an Instructor employee other than the employee under consideration shall be added as a member of the committee or mechanism, and shall remain a member for all consideration of the Instructor employee in question. Where a department has only one (1) Instructor employee, an observer from the same faculty as the Instructor employee shall be named by the Association and shall be present for all consideration of the Instructor employee. Such an observer may divulge matters relating to the deliberations of the committee only to higher level committees, the Grievance Sub-Committee or an arbitrator in the event of an appeal. Instructor employees shall cooperate with the decision-making bodies at the department, faculty and University level in providing information relevant to their candidacies.

12.3 (c) (ii) The committee shall make a recommendation to the appropriate dean, and shall submit all reasonable supporting evidence by October 31st of the year in question.

(iii) Each candidate shall be informed of the committee's recommendation by the

department chairperson.

(iv) A candidate may at this time submit additional information including the names of referees to the appropriate dean if he/she believes that his/her case has not been adequately represented.

(v) Reappointment or confirmation of Instructor employees shall be considered by the appropriate faculty level committee. The faculty committee shall make its recommendations to the appropriate dean, who shall make the decision whether or not to renew the appointment or grant confirmation. Where the decision is unfavourable, the appropriate dean shall give his/her reasons for the unfavourable decision in writing, with reference to the appropriate criterion, and in sufficient particularity to allow the Instructor employee against whom the decision was made to respond to any alleged deficiencies from the facts of his/her own case. In the event of a grievance, no evidence shall be presented at any stage by the employer which concerns any matters not referred to in the dean's statement of reasons in writing, unless such matters are raised by the Instructor employee in his/her grievance.

(d) Criteria for Renewal of Appointment

(i) Preliminary appointments shall be renewed when the teaching effectiveness or the effectiveness in undertaking other primary duties (as defined in the appropriate job description) of An Instructor employee is at or not significantly below the norm defined in Article 12.2(f), unless there is evidence of a seriously deficient performance in other assigned areas of responsibility. Where there is such evidence, teaching effectiveness which is substantially above the norm shall compensate.

(ii) A term appointment shall be renewed when conditions for its renewal as specified in Article 37 (Term Appointments) are satisfied, unless the Instructor employee in question has been given a preliminary appointment in its stead.

(e) Criteria for Confirmation of Appointment

(i) Decisions concerning confirmation of appointment shall be made primarily on the basis of evidence of teaching effectiveness, or effectiveness in carrying out the primary duties as defined in the appropriate job description.

12.2 (e) (ii) In addition, unless effectiveness in teaching or performing other primary duties (as defined in the appropriate job description) is well above the norm, evidence of professional development and conscientious performance of assigned non-primary duties will be required. A level of professional development and performance of non-teaching duties at the norm defined in Article 12.2(f) shall normally be required, but failure to reach the norm in one (1) of these two (2) areas may be compensated by performance or development well above the norm in the other.

(iii) Evidence of professional development may be found in some combination of, but not necessarily all of:

(1) selection, use and/or generation of course materials, showing intellectual development from year to year;

(2) academic work, both course-related and otherwise, published or in progress;

(3) formal study undertaken while employed at Carleton University;

(4) activity in instructional development, at any level.

12.4 **Appointment to Faculty Ranks**

(a) An Instructor employee may 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 in exceptional circumstances be transferred to faculty rank with the same appointment status without there being a suitable vacancy when:

(i) his/her research is of a caliber and nature normally required for a faculty appointment, and

(ii) he/she is doing a job which is effectively the same as that normally required of a faculty employee. Recommendation for such a transfer shall be made by the departmental promotion committee to the faculty promotion committee and then to the appropriate dean.

12.5 **Criteria and Procedures for Dismissal or Suspension**

Instructor employees shall be governed, *mutatis mutandis*, by the provisions for faculty employees governing dismissal and/or suspension contained in the document *Procedures Concerning Tenure, Dismissal and Related Matters as approved by the Board of Governors of Carleton University on June 27th, 1972, and as amended by the Board of Governors on October 4th, 1972*, attached to this Collective Agreement as Appendix A.

Article 13: Academic Workload

13.1 Workload of Faculty Employees

The normal workload of faculty employees shall include teaching, research/scholarly/creative activities, and service to the University in proportions of approximately 50%, 35% and 15% respectively of each employee's time, as governed by and varied in accordance with past practice. For each faculty a normal workload shall be defined by past practice.

13.2 Teaching Workload of Faculty Employees

(a) Subject to Article 13.2(b), within a normal workload, "normal teaching load" within a Faculty shall be defined by past practice in relation to the number of full-course equivalents taught per faculty member or as may be agreed to hereafter by the parties.

(b) Subject to approval by the appropriate dean, the appropriate chairperson or equivalent shall, with due notice and consultation, assign teaching duties to individual faculty members in accordance with the provisions of Article 25 of the Collective Agreement in the light of the individual's discipline, abilities and specialties, and consistent with the normal teaching load of the faculty and department in question. As a part of the normal workload assignment the chairperson or equivalent may assign teaching in the Summer Session. Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes.

(c) Adherence to the normal teaching load shall encompass necessary minor year-to-year fluctuations in an individual's teaching load, these fluctuations balancing out over time.

(d) (i) An employee may, with the agreement of his/her chairperson, undertake more than the normal teaching load for his/her department. Normally, such an arrangement shall be formalized in writing between him/herself and the appropriate chairperson, and shall be included in the employee's dossier for promotion, career development and scholarly achievement assessments.

(ii) Where an employee's performance in research/scholarship, as assessed pursuant to Article 41.3(a), is substantially below the norm and has been so for at least five (5) consecutive years, the dean may assign the employee more than the normal teaching load for the employee's department. Such additional assignment shall not exceed one (1) full-course equivalent in any academic year. This assignment shall be formalized in writing by the dean, and shall be included in the employee's dossier for promotion, career development and achievement award assessments.

13.2 (e) The chairperson shall endeavour to arrange teaching duties in a manner acceptable to each faculty member. Normally, the assignment of scheduled instruction shall be concentrated in two (2) consecutive terms of any calendar year.

(f) Factors affecting faculty teaching workload shall include, but not necessarily be limited to, the following:

- (i) the number of separate courses taught by each faculty employee;
- (ii) the number of scheduled contact hours per course;
- (iii) the number of hours of preparation, grading, and administration per course;
- (iv) the number of students enrolled, on average, per course;
- (v) the number of hours of student counselling per course;
- (vi) the level (introductory, upper year, graduate, etc.) of each course;
- (vii) the type (lecture, seminar, etc.) of each course;
- (viii) assistance of graduate students or colleagues in the teaching of courses;
- (ix) additional hours of preparation required for a new course;
- (x) the relation of thesis and special project supervision to classroom teaching;
- (xi) the relation of the individual faculty employee's teaching responsibilities to his/her research and scholarship;
- (xii) comparison of faculty workload at Carleton with that of other universities in Ontario;
- (xiii) the relationship between workload policy and other aspects of long-range academic planning;
- (xiv) whether the course is filmed or videotaped.

13.3 Librarian Workload

(a) **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.

13.3 (a) (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) Scheduling

(i) The hours of work for each professional librarian employee shall be scheduled fairly and equitably during the opening hours of the library, pro-rated for professional librarian employees working less than full-time.

(ii) Professional librarian employees shall not be scheduled for more than twelve (12) hours per week of reference service, and not more than forty-eight (48) hours per year of instructional service averaged over the year, except on occasion for special conditions such as staff shortage owing to illness, special projects, etc.

(iii) For purposes of this Article, a scheduled reference shift shall not exceed four (4) hours and the total scheduled reference and instructional service on any day shall not exceed five (5) hours.

(c) Hours

(i) Hours of work shall be flexible and in accordance with past practice concerning arrangements between employees and supervisors unless altered by mutual agreement between the parties to this Agreement.

(ii) There shall be no change in hours of library operation which result in alteration of established public service information schedules without one (1) calendar month's prior notice to the Association and to the professional librarian employee(s) involved.

(d) Compensation for Weekend and Holiday Duties

(i) Hours worked on 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).

13.3 (d) (ii) An employee who is scheduled to work on a Saturday, Sunday or statutory holiday shall be compensated at a rate equal to 1.5 times the hours worked, the scheduling of which shall be subject to agreement between the professional librarian employee and the immediate supervisor(s).

(e) In the event of disagreement between the employee and the supervisor regarding any of the preceding matters, the employee shall have the right to appeal to the University Librarian who shall, within the provisions of this Article, make his/her decision and shall notify the supervisor and the employee in writing of that decision within five (5) working days.

(f) Subject to the fulfilment of the scheduled public service of the Library, professional librarian employees shall have the right to attend CUASA meetings as and when required during work days.

(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 employer 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 **Instructor Employees**

(a) **General**

(i) The workload of Instructor employees includes assigned teaching responsibilities, professional and/or instructional development, assigned administrative tasks and, where the position in question is governed by a job description (appended to this Collective Agreement) such duties as are contained in the relevant job description.

(ii) The workload of Instructor employees shall not exceed an average of thirty-five (35) hours per week over eleven (11) months each year (with one (1) calendar month annual vacation). When an instructor is appointed to assume a workload less than the full workload (Article 12) or assumes such a lesser workload by agreement with the employer, (Article 13.6), his/her salary shall be pro-rated accordingly.

(iii) The employer reserves the right to develop measures to monitor the work of Instructor employees, and to require the cooperation of Instructor employees in such monitoring. Such measures will, however, be implemented only after consultation with the Association.

13.4 (a) (iv) Instructor employees shall devote about three-quarters (3/4) of their time to teaching, directly related activities, and/or, where appropriate, duties specified in the employee's job description. Instructor employees shall have most of the remaining time available for professional and related development, with a small amount of time for duties arising from Article 15.3(b)(xii), (xiii) and (xiv).

(v) No Instructor employee shall be required to teach more than the equivalent of three (3) different courses per term in the Fall and Winter terms, or more than four (4) in any one twelve (12) month period from September 1st to August 31st and shall not be required to teach more than the limit established in Article 13.4(b)(iv) below.

(vi) An Instructor employee's chairperson shall assign workload in consultation with the Instructor employee concerned and in accord with the provisions of Article 25 of this Collective Agreement. The provisions of Article 13.2(f) shall apply, *mutatis mutandis*, to Instructor employees. Where an Instructor employee is not satisfied with the work assigned, though it falls within the provisions of this Agreement, he/she may appeal to the appropriate dean.

(vii) The employer shall provide an opportunity each year to take at least three (3) consecutive weeks of annual vacation sometime during the year, and will provide an opportunity at least every second year to take a full month of annual vacation in the period from July 1st to August 31st, except in the case of Instructor employees in the Faculty of Science where the employer will make every attempt to provide this latter opportunity.

(b) Instructor Positions Without Individual Job Descriptions

(i) Subject to the Memorandum of Agreement signed by the parties on December 11, 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 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 faculty employees' teaching workload in any twelve (12) month period.

(ii) Subject to operational requirements, the employer will make every reasonable effort to allow an Instructor employee to teach his/her full course load in the Fall/Winter Session. In any event, every second year An Instructor employee may teach his/her full course load in the Fall/Winter Sessions. Any Instructor employee who chooses this option shall not be assigned teaching duties under these workload provisions during the following summer, but shall continue to devote him/herself conscientiously to professional development and/or scholarly activities and such other duties as may be required under Article 15.3(b)(xii), (xiii) and (xiv).

13.4 (b) (iii) Total number of different or separately registered students in classes for which the Instructor employee is responsible shall be determined with due consideration for sound pedagogy.

(iv) Maximum contact hours per week in any one term shall be as follows:

(1) in all other units in the Faculty of Arts and Social Science, except for the AIMESL unit in SLALS, seventeen (17) hours where five (5) sections are

taught in that term; fourteen (14) hours where four (4) sections are taught in that term; and eleven (11) hours where three (3) sections are taught in that term; and,

(2) in the AIMESL unit in SLALS, a maximum of fifteen (15) hours per week averaged over two (2) years where necessary.

(v) Those Instructor employees employed to teach non-credit courses exclusively to the equivalent of not more than (2) groups of students over a year shall be assigned a maximum of twenty (20) contact hours.

(vi) Where an Instructor employee is assigned the co-ordination of a multi-section course, or other substantial duties over and above the instructor's normal duties, there shall be an appropriate compensatory reduction in other assigned teaching workload.

(c) Instructor Positions in the English Language Program

About three-quarters (3/4) of the time of these Instructor employees shall be devoted to teaching and directly related activities. The assignment of these activities shall be governed by the following:

(i) These Instructor employees shall not teach more than the equivalent of two and one-half (2 1/2) intensive credit courses in any twelve (12) month period.

(ii) In cases where course enrolment permits, an Instructor may teach a non-intensive Fall/Winter course or equivalent. An Instructor employee who teaches such a non-intensive or equivalent course in the Fall/Winter shall not be assigned teaching duties under these workload provisions during the following summer, but shall continue to devote him/herself conscientiously to professional development and/or scholarly activities and such other duties as may be required under Article 15.3(b) (xii), (xiii) and (xiv).

(iii) An Instructor employee who does not teach a non-intensive course or equivalent must, in the following summer, teach one-half (1/2) of an intensive course. In such case, where course enrolments permit, an Instructor employee may choose to teach in either the May-June period or the July-August period.

13.4 (c) (iv) No Instructor employee in this group shall be assigned more than fifteen (15) contact hours per week except as provided for in (v) and (vi) below.

(v) Where an Instructor employee opts to teach a non-intensive course or equivalent in the Fall/Winter Session, eighteen (18) hours per week shall be the maximum.

(vi) Instructor employees may teach non-credit courses as part of their workload assignment under (i) above.

(d) ESL: Non-Credit Language Teachers in the School of Languages and Applied

Language Studies (SLALS)

(i) Non-Credit Language Teachers teaching English as a Second Language in a classroom program of fifteen (15) contact hours per week or more shall be included in the bargaining unit if they are so employed for ninety-nine (99) hours in any of the three terms. Each Non-Credit Language Teacher shall be provided with a statement of the hours the employee has taught at the end of each teaching 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 work in program development, except that such work may be performed as additional duties for a separate stipend. They may teach credit courses, either as part of their regular 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. They shall not be required to participate in any departmental or faculty committees but shall be notified of departmental board meetings in the same manner as other members of the School and may attend as observers.

(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 (iv) above.

13.4 (d) (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, subject to satisfactory performance, 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. Instructor employees 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 of Non-Credit Language

Teacher in accordance with Article 9.4(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.

(e) **Instructor Employee Positions with Individual Job Descriptions**

Each Instructor employee in this category shall perform the work specified in his/her job description provided that the duties there specified can reasonably be carried out in a thirty-five (35) hour week averaged over the year, after approximately one-quarter (1/4) of that time integrated over the year has been deducted for professional development and assigned duties arising from 15.3(b)(xii), (xiii) and (xiv).

(f) (i) When an Instructor employee is scheduled to teach a course in the summer as part of his/her workload, he/she shall have the option of taking two (2) months' leave of absence without pay instead of teaching. Such leave shall require the consent of the appropriate dean after consultation with the department chairperson concerned. However the leave may be withheld only in the case of essential department need.

(ii) The Instructor employee shall apply for such leave no later than three (3) months before the start of the scheduled summer course. All regulations regarding Leave of Absence Without Pay (Article 20.1) shall apply except that:

13.4 (f) (ii) (1) Membership in the retirement and other benefit plans must be maintained. The employee shall pay the full costs of membership in the retirement plan during the period of leave. Costs of other benefit plans will continue to be apportioned according to the cost-sharing arrangement specified for employees in Article 40.

(2) Such leave shall not affect credit for years of service or other entitlement to consideration for career development increments, promotion, sabbaticals, confirmation, or renewal of term or preliminary appointment.

(3) The appropriate dean shall inform the Instructor employee of his/her decision no later than two (2) months before the start of the scheduled summer course.

(4) The Instructor employee shall inform the appropriate dean in writing of irrevocable acceptance or rejection of the leave no later than six (6) weeks before the start of the scheduled summer course.

(iii) The Instructor employee shall not teach for remuneration at Carleton University during any period of leave awarded under the terms of this Article.

(iv) Leave may not be awarded under the terms of this Article more often than once every two (2) years.

(v) Whether an Instructor employee teaches a summer course (other than for an

extra stipend) or takes leave of absence without pay in lieu of teaching a summer course, he/she shall be entitled to one (1) month of annual leave in the period from July 1st to August 31st of the following summer except in the Faculty of Science, where the employer will make every attempt to provide this opportunity.

(g) An Instructor employee may be assigned such other academic and administrative duties as he/she is able to perform in place of part of his/her teaching and/or job description duties, if a full load of teaching or job description duties is not available. Such duties may include teaching in programs offered by the School of Continuing Education within their area(s) of professional competence, counselling of students in faculty advisory or registrarial services, assisting registrarial staff during peak periods of operation, or preparing instructional material or designs of a sort not part of the usual preparation for courses which they customarily offer. Such assignments shall not take up more than about one-quarter (1/4) of an Instructor employee's total work time averaged over eleven (11) months. Instructor employees must be engaged at least one-half (1/2) time in teaching or performing job description duties.

13.4 (h) Where an Instructor employee is teaching for the first time a course which requires unusual advance research and/or the preparation of unusually extensive or elaborate course material, his/her chairperson shall take this into account in assigning his/her workload.

13.5 **University Research Fellows**

The workload of University Research Fellows is governed by Article 37.9.

13.6 **Reduced Workload with Pro-Rated Pay**

- (a) Reduced workload with pro-rated pay may be granted by the employer at any time to any tenured or confirmed employee who applies voluntarily for such status. Normally, the reduction in workload shall not exceed two-thirds (2/3) of the full workload as defined by Article 13, as appropriate for the category of employee. However, the distribution of the reduced workload in respect to the normal components of full workload as determined in Article 13 shall be a matter of agreement between the employer and the employee.
- (b) An employee working a reduced workload at pro-rated pay shall continue as a member of the academic staff and a member of the bargaining unit.
- (c) The employee shall continue to enjoy all benefit plans as listed in Article 40, subject to the conditions of any particular plan, and including such cost-sharing arrangements as there specified. With respect to the Carleton University Retirement Plan, the employee and employer shall contribute according to the provisions of Article 9.10(c).
- (d) An employee working a reduced workload at pro-rated pay shall earn credit toward sabbatical leave, tenure, confirmation and promotion on a pro-rated basis.
- (e) An employee working a reduced workload at pro-rated pay shall receive such additions to his/her nominal salary as shall be implemented, as a result of collective bargaining, from time to time during the period of reduced workload and shall be eligible to have career development increments added to the nominal salary.
- (f) Three (3) months prior to the commencement of such period, the employer shall inform the employee, in writing, of all the agreed terms and conditions upon which the granting of leave is based, including a reference to specific section(s) of the collective agreement which governs reduced workload and specifying a deadline for acceptance or rejection of the said terms and conditions.
- (g) The employee shall not be deemed to have accepted the terms of such reduced workload until he/she has so notified the employer in writing. Failure to accept within the deadline specified in Article 13.6(f) shall be deemed to constitute non-acceptance.

13.6 (h) An employee seeking a reduced workload may be represented by the Association at every stage of the discussions concerning such an arrangement.

(j) Once accepted by the employee, the employee becomes responsible for any cost to the employer arising directly out of a subsequent alteration to the arrangements with respect to such reduced workload sought by the employee, before the term of expiration of such arrangements as specified in writing in accordance with (f) above.

13.7 Reduced-Time Provisions for Long-Service Employees

(a) Notwithstanding the provisions of Article 13.6(a) and 9.10(b)(iv) of the Agreement, any employee aged fifty-five (55) years or over and with ten (10) or more years of full-time service at Carleton University is entitled to, and may apply for, a special reduced-time arrangement on the basis of the provisions set out below:

(i) A faculty employee shall normally be assigned a teaching load of one (1) to one and one-half (1.5) courses a year, to average not more than one and one-quarter (1.25) courses per year over the remaining period of the individual's service to retirement. Any deviation from this normal teaching load shall occur only at the request of the employee concerned, and with the agreement of the dean.

(ii) A faculty employee's workload in the other areas of responsibility (graduate and honours student supervision, research, and service to the University) shall be pro-rated so that his/her total workload, including the teaching load as defined in (i) above, does not exceed one-half (1/2) of a full workload as defined in Article 13.2 in any remaining year of service.

(iii) The distribution of the reduced workload, as defined in (ii) above, in respect of the normal components of a full workload, as defined in Article 13.2, shall be a matter of agreement, subject to (i) above, between the employer and the faculty employee.

(iv) An Instructor or professional librarian employee shall be assigned a workload that does not exceed one-half of a full workload, as defined by Article 13, as appropriate to his/her category of employee.

(v) The provisions of (iii) above shall apply to an instructor or professional librarian employee, *mutatis mutandis*.

(vi) An employee who enters into a special reduced-time arrangement shall receive a salary equivalent to one-half (50%) of his/her nominal salary at the time of entering into the arrangement, plus an additional three percent (3%) of the said nominal salary for each year of full-time service at Carleton in excess of ten (10) years to a maximum of fifteen (15) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of nominal salary.

13.7 (a) (vii) Unless prohibited by agreement with the carrier(s), the employer shall provide a reduced-time appointee with the same benefits and coverage as specified in Article 40 for employees (except the Carleton University Retirement Plan) and shall, where applicable, contribute to the cost of these plans on the basis of nominal full-time salary.

(1) For the Carleton University Retirement Plan, the reduced-time appointee shall contribute at the rate of 6% of his/her actual salary.

(2) The employer shall contribute to the plan at the rate of 6% of the reduced-time employee's nominal salary, plus an amount equal to the difference between 6% of the employee's nominal salary and 6% of his/her actual salary.

(3) Full credited service shall be granted to each reduced-time employee for each year in which the provisions of (a) and (b) above apply. Where an employee has been employed on a reduced-time basis prior to the application of this Article as here worded, credited service shall be pro-rated in accordance with the level of contribution he/she elected to make under the terms of this Article before revision.

(4) For the purposes of the Minimum Guarantee as defined in the text of the Carleton University Retirement Plan, the employee's full-time nominal salary shall be used to calculate the average of the best five (5) years' earnings.

(b) This special reduced-time arrangement is conditional on the employee agreeing to retire early as follows:

reduced time at age 55 or 56 - retire at or before age 60

reduced time at age 57 or 58 - retire at or before age 61

reduced time at age 59 or 60 - retire at or before age 62

reduced time at age 61 or 62 - retire at or before age 63

reduced time at age 63 - retire at age 64

(c) Notwithstanding Article 9.10(g), when an employee enters into a special reduced-time arrangement, that arrangement shall normally be considered as permanent for the duration of his/her service at Carleton University.

13.8 Temporary Assignment of Professional Librarian Employees

(a) It is understood that to meet operational requirements it may be necessary in some circumstances (such as, but not limited to, extended leaves of absence of other professional librarian employees) to make temporary assignments of duties other than those specified in the job description. Where such temporary assignment of duties 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;
- (iii) that duties, including the temporary assignment, shall be generally attainable within a thirty-five (35) hour week averaged over the period of the assignment; and
- (iv) 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 11.2(b).

13.9 Committee on Workload

(a) The parties agree that a Parity Committee of six (6) persons shall be established by the parties no later than one (1) month following the signing of this collective agreement, to examine all aspects of the workload of faculty employees, as defined in Article 13.1 and 13.2, and in particular to make recommendations to the JCAA with respect to:

- (i) ways of measuring faculty employees' teaching, research and service workload,
- (ii) the redefinition of normal teaching load in Article 13.2(a),
- (iii) the rights and responsibilities of employees who undertake more than the normal teaching load for their Departments, and
- (iv) the factors affecting teaching workload which shall include, but not necessarily be limited to, those set out in Article 13.2(f).

(b) The Committee shall solicit submissions from interested parties within the University, both individuals and groups.

(c) The Committee shall report to the JCAA no later than eight (8) months after the ratification of this collective agreement.

Article 14: Technology Transfer, Patents And Copyright

14.1 General

(a) Protection of intellectual property includes, but is not limited to, matters of patent, copyright, trade mark, and industrial design.

(b) Inventors, authors and other creators (hereinafter referred to as originators) have sole ownership over their intellectual property except where the employer has contributed any assistance in the creation or development of the intellectual property, whether by way of funds, facilities and/or support or technical personnel employed by the employer beyond that which is normally provided to originators to carry out their usual duties. Originators so supported have a duty to disclose intellectual property developed to the employer. Unless specifically directed otherwise, each originator shall make such disclosure to the Dean of Graduate Studies.

(c) Nothing contained in this Article derogates from an employee's right to assign ownership of intellectual property to the employer.

(d) An employee who assigns or agrees to assign ownership of intellectual property to the employer shall execute all such documents as may be required in order to register or record such intellectual property and its assignment.

14.2 **Technology Transfer**

(a) Technology transfer represents the movements of concepts, processes and products generated and developed at Carleton University to external communities including industry, government and society at large. This transfer of technology is undertaken in a variety of ways including, but not limited to, publication of research results and concepts, consulting arrangements, conduct of seminars and conferences and various types of research arrangements.

(b) The parties recognize that Carleton University supports technology transfer in all its dimensions and the commercialization of the concepts, processes and products emerging from the research at the University.

(c) Assistance for technology transfer and commercialization is available through the Technology and Research Development Office of Carleton University.

(d) Assistance for technology transfer may take a variety of forms such as the following: technical evaluation, market evaluation, prototype development, industrial contacts and leads, business planning, new product planning, market research, financial planning, licensing arrangements, and protection of intellectual property.

(e) **Ownership**

Where the employer contributes any assistance beyond that normally provided as outlined in Article 14.1 (b) the originator(s) and the employer shall reach a mutually agreeable arrangement respecting ownership which shall be reduced to writing.

14.2 (f) **Exploitation**

(i) Exploitation of intellectual property through technology transfer may be undertaken by the owner singly or in combination with another party.

(ii) The parties exploiting the property shall reach a mutually agreeable arrangement including ownership and revenue sharing which shall be reduced to writing.

(iii) In the event that the employee reaches an agreement to use the offices of the University or the Technology and Research Development Office of Carleton University, disputes shall be handled in accordance with Article 14.6. Individuals using the offices of external agencies should include a dispute resolution mechanism in their written agreements.

(g) Article 14.2 shall not apply to intellectual property resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any technology rights be assigned to it.

14.3 **Patents**

(a) Patent assistance is available through the Technology and Research Development Office of Carleton University.

(b) **Ownership**

Where the employer contributes any assistance beyond that normally provided as outlined in Article 14.1 (b), the originator(s) and the employer shall each hold 50% of any right, title and interest to any invention, improvement, design or development made by the employee.

(c) **Exploitation**

(i) Exploitation of intellectual property may take the form of patenting by the originator singly or in combination with other agencies.

(ii) The parties patenting the property shall reach a mutually agreeable arrangement including ownership and revenue sharing which shall be reduced to writing.

(iii) In the event that the employee reaches an agreement to use the offices of the Technology and Research Development Office, disputes shall be handled in accordance with Article 14.6. Individuals using the offices of external agencies should include a dispute resolution mechanism in their written agreements.

(d) Article 14.3 shall not apply to any invention, improvement, design or development resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any patent rights be assigned to it.

14.4 **Copyright**

(a) **Non Sponsored Research and Sponsored Research under which the Employee Retains Copyright**

Notwithstanding the provisions of Article 14.1(b), the employee retains all rights related to literary work created by that employee which includes, but is not limited to,

lectures (whether televised or not), copyright in computer program software, industrial design and artistic work (hereinafter called copyrighted property), except that where such work is covered by a signed agreement between the employer and the employee predating this Collective Agreement the prior agreement shall govern.

(b) Employer Facilitated Research

Where the employer has contributed any assistance in the creation or development of the intellectual property, whether by way of funds, facilities and/or support or technical personnel employed by the employer beyond that which is normally provided to originators to carry out their normal duties, the originator(s) and employer shall come to a written agreement on the sharing of royalties from the commercialization of copyrighted property.

(c) Sponsored/Contracted Research with Copyright Ownership Provisions

(i) Article 14.4(a) does not apply to any copyright resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any copyrights be assigned to it.

(ii) Any employee who is employed by the employer or an agent of the employer to edit a journal or magazine shall not own any copyright therein save and except for articles, reviews or literary pieces written by him/her.

(iii) Where the employer specifically commissions the preparation of a particular work relating to the operations or functions of the University, the employer may enter into a contract with a member the terms of which give the employer sole or part ownership in the copyright of any such work. The employer shall provide the Association with a copy of any such contract one (1) week prior to its execution.

(d) General Provisions

(i) The employer shall retain a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to the use, solely for the employer's internal use, of any audio-visual recorded instructional materials, including related printed materials which are prepared or developed by an employee in the course of his/her University employment and which are produced with the assistance of direct University funding or with the use of University production facilities free of charge or at rates substantially lower than those of the local commercial

14.4 (d) (i) establishments provided the employee signs a written agreement to that effect. Audio-visual recorded materials shall include films, filmstrips, film loops, tape/slide programs, series of overhead transparencies, videotape or television programs, audiotapes, audio or video cassettes, together with any secondary print materials which form an integral part of the production. Where no agreement has been entered into and the employer wishes to use the material for internal use, then the matter shall be referred to the Technology Transfer, Patents and Copyright Committee under Article 14.6.

(ii) The employer shall retain a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to the use, solely for the employer's internal use, of any computer program developed in the course of the normal administrative duties of the member or any program developed in relation to the storage and use of university data and records or any program developed for use in the degree programs of the University.

(iii) No employee shall claim any copyright in any assessment, grading, report or correspondence produced pursuant to his/her normal administrative duties within the University.

(e) Exploitation of Copyright

(i) The owner of the copyright has the right to exploit the copyrighted property.

(ii) Such exploitation may be undertaken by the copyright holder singly or in combination with other agencies. The copyright holder retains the right to assign or license copyright in whole or in part to any agency assisting in the exploitation of the copyrighted property.

(iii) The parties to the exploitation of a copyrighted property shall reach a mutually agreeable arrangement including financial terms which shall be reduced to writing.

(iv) In the event that the employee reaches an agreement to use the offices of the Technology and Research Development Office, disputes shall be handled in accordance with Article 14.6. Individuals using the offices of external agencies should include a dispute resolution mechanism in their written agreements.

14.5 Trade-marks

Any trade-mark adopted or used in association with wares or services which are or may be subject to the provisions of Article 14 shall be owned by the persons who, pursuant to this Article, are the owners of the patent, copyright or other intellectual property in question.

14.6 Dispute Resolution Mechanism

(a) The parties agree to request the Senate to establish a Technology Transfer, Patents and Copyright Committee. Should Senate fail to establish such a Committee within two (2) months of the signing of this Collective Agreement the parties agree to create a continuing Technology Transfer, Patents and Copyright Committee, which shall be composed of two (2) members appointed by the employer and two (2) members appointed by the Association with the chairpersonship alternating between the employer's representatives and the Association's representatives at each successive meeting. The Committee shall meet at least twice annually or at the call of any two (2) members to:

- (i) conduct such business as is referred to it;
- (ii) consider proposals for modifications or changes in the patents and copyright Articles of this Collective Agreement; and,
- (iii) mediate any disputes arising out of this Article as per 14.6(b) below.

(b) For the purpose of this Collective Agreement, the complaint stage of a grievance pertaining to patents and copyright shall be referred to the Technology Transfer, Patents and Copyright Committee. If the Committee is unable to resolve the dispute, the remaining

formal grievance and arbitration procedures provided for in Article 30 of this Collective Agreement shall apply.

14.7 **Intellectual Property General Provisions**

(a) **Passing of Rights**

On the death of an employee or former employee any rights which he/she had derived under this Article or any agreement made in pursuance of this Article shall pass to his/her estate.

(b) **Subcontracting by Employer**

The employer agrees not to enter into any agreement to subcontract the services of any employee without securing to the employee whose services are subcontracted, all the rights, privileges and benefits accorded him/her in this Article, nor shall universities or government departments or private companies, for the purposes of research or development or commercial exploitation or the creation of intellectual property without securing to the employees who may be seconded to or employed by such consortia, departments, or private companies all the rights, privileges and benefits accorded by this Article. If the employer makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to said employees, the agreement shall not apply to employees unless there is a special agreement in writing between the employer and the Association, upon the recommendation of the Technology Transfer, Patents and Copyright Committee (Article 14.6), to waive this provision in that case.

14.8 **Interpretation**

In this Article the singular shall include the plural and the plural the singular where appropriate.

Article 15: Rights And Responsibilities

15.1 It is the understanding of the parties that the statements in this Article are not inconsistent with the principles enunciated in the *Report of the Committee on Rights and Responsibilities of Academic Staff* endorsed by Senate on October 26, 1976.

(a) The rights and responsibilities of employees of the academic staff ensue from the nature of a university, the requirements of teaching assignments, the position of a member of the academic staff, the rightful expectations of the institution, the requirements of the students and the legitimate claims of the community. In addition to their civil rights and civic responsibilities, the primary rights and responsibilities of employees are as specified in Article 15.1(b) and 15.1(c).

(b) The primary responsibilities of faculty employees are teaching and research/scholarship. In addition, they have the right and the responsibility to participate in the governance of the University through active membership in department, school, institute, and/or faculty bodies and, when called upon, to participate to a reasonable extent in other

University bodies and the Association. It is understood, however, that the performance of the latter function shall be at the level consistent with their primary teaching and research or scholarly responsibilities.

(c) The primary responsibilities of professional librarian employees and Instructor employees will vary from those specified for faculty employees. In particular, it is not expected that the conduct of research/scholarship will constitute one of their primary functions. In general, however, their rights and responsibilities also ensue from their positions as members of the academic staff. (See below, Articles 15.3 and 15.4 for Rights and Responsibilities of Professional Librarian Employees and Instructor employees.)

15.2 Rights and Responsibilities of Faculty Employees as Teachers

(a) As the prime role of faculty employees is the pursuit and dissemination of knowledge and understanding through teaching, research and scholarship, they must devote their energies conscientiously to the development of scholarly competence and effectiveness as teachers.

(b) It is the responsibility of faculty employees to teach the course content as defined in the current calendar.

15.2 (c) It is the responsibility of faculty employees to deal ethically and fairly with students, to foster a free exchange of ideas, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role and to acknowledge their indebtedness to students in relation to their own research.

(d) Faculty employees shall have the right and responsibility to organize and structure classroom and laboratory activities and to adopt reasonable means to maintain a learning environment which is both productive and orderly.

(e) Faculty employees shall be conscientious in the preparation and organization of subject matter, in the revision of that subject matter on a regular basis and shall inform their students from time to time regarding their instructional and evaluation methods.

(f) A faculty employee shall not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases shall make every effort to have his/her chairperson and students notified. In other circumstances, subject to the approval of the appropriate chairperson, arrangements for rescheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be rescheduled if possible with adequate notice to the students.

(g) It shall be the responsibility of each faculty employee to maintain the competence required to engage effectively in teaching, research and scholarship in support of the objectives of his/her department.

(h) Faculty employees shall comply with established procedures and deadlines for reporting and reviewing the grades of their students and other such procedures and deadlines as may be necessary for the well ordered operation of the University. Faculty employees shall accept responsibility for participation in the effective operation of the University including the academic counselling of students, assisting at registration and assisting at examination times as described in

Article 15.2(j).

(j) Faculty employees are responsible for generally assisting in the supervision of their examinations, as follows:

(i) faculty employees are responsible for the supervision of their examinations;

(ii) if the faculty employee cannot comply with this requirement, a suitable substitute shall be appointed, with the approval of the appropriate departmental chairperson or equivalent.

(k) Faculty employees shall inform the students of the times when they will normally be available in their offices for consultation. A copy of this information shall be posted on the employee's office door with additional copies to the appropriate chairperson and dean. The times available shall be such as are likely to be convenient for the students and be adequate for the numbers of students involved.

15.3 **Rights and Responsibilities of Instructor Employees**

(a) The prime role of Instructor employees shall be to disseminate knowledge and understanding through teaching. In addition to teaching, Instructor employees shall undertake such other activities as may be defined by this Collective Agreement or by the job description for their position, where such has been agreed upon by the parties. Instructor employees are not expected to conduct research or scholarship, other than that directly related to their teaching or job description duties.

(b) All Instructor employees shall have the following rights and responsibilities:

(i) Instructor employees shall devote their energies conscientiously to their professional development as effective teachers. They have, therefore, the right and responsibility to ensure their professional development as effective teachers;

(ii) it is the responsibility of Instructor employees to teach conscientiously and competently courses which fall within their area(s) of professional competence and which are, after consultation, assigned to them by the chairperson, within the workload provisions of Article 13;

(iii) it is the responsibility of Instructor employees to deal ethically and fairly with students, to foster a free exchange of ideas, to avoid discrimination and to respect the principles of confidentiality in a manner consistent with their instructional role;

(iv) Instructor employees shall have the right and responsibility to organize and structure classroom and laboratory activities within the limits set by available facilities and to adopt reasonable means to maintain a learning environment which is both productive and orderly;

(v) Instructor employees shall be conscientious in the preparation and

organization of subject matter, in the revision of that subject matter in accordance with appropriate departmental guidance, and shall inform their students from time to time regarding their instructional and evaluation methods;

(vi) An Instructor employee shall not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases shall make every effort to have his/her chairperson and students notified. In other circumstances, subject to the approval of the chairperson, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be re-scheduled if possible with adequate notice to the students;

15.3 (b) (vii) Instructor employees shall comply with established procedures and deadlines for reporting and reviewing the grades of their students and other such reasonable procedures and deadlines as may be necessary for the well-ordered operation of the University. This includes responsibilities for academic counselling, assisting at registration, and assisting in supervision at examination times as specified in Article 15.2(j) for faculty employees;

(viii) Instructor employees shall inform the students of the times when they will normally be available in their offices for consultation. A copy of this information shall be posted on the employee's door with additional copies to the relevant chairperson and dean. The times available shall be such as are likely to be convenient for the students and adequate for the numbers of students involved;

(ix) Instructor employees shall have the right to attend and take part as voting members in departmental meetings;

(x) although it is not expected that the conduct of research/scholarship will constitute one of the functions performed by Instructor employees they shall have the right to seek University support for such research or scholarship as is undertaken;

(xi) Instructor employees will work in cooperation with course co-ordinators;

(xii) Instructor employees will assist when requested in the training of teaching assistants, to an extent reasonably consistent with devoting themselves primarily to their assigned teaching responsibilities;

(xiii) Instructor employees will serve when requested on departmental committees, to an extent reasonably consistent, when added to other non-teaching duties, with devoting themselves primarily to their assigned teaching responsibilities; and,

(xiv) Instructor employees shall carry out such duties as may be requested of them by the chairperson or dean, provided such requests, together with other non-teaching duties, are reasonably consistent with devoting themselves primarily to their assigned teaching responsibilities.

(c) As provided by Article 6.3(c), the employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of Instructor employees may be effectively carried out, and undertakes to provide Instructor employees with reasonable opportunity to carry out their responsibilities effectively.

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) Professional librarian employees, while complying with the responsibilities in this article, have the right and responsibility to devote their energies conscientiously to their professional development.
- (d) It is the responsibility of professional librarian employees to deal fairly and ethically with those to whom they render their professional services, to foster a free exchange of ideas, to avoid discrimination and to respect the principles of confidentiality, in a manner consistent with the performance of their professional role.
- (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) Professional librarian employees, if involved in scheduled work-related activities shall not normally miss, cancel or terminate such scheduled activities except in the case of sudden illness or emergency and even in such cases shall make every effort to give notification. Adequate notice shall be given of any re-scheduling of cancelled activity.
- (g) 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.
- (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.

15.5 **Rights and Responsibilities as a Scholar/Researcher**

- (a) Scholarly/research activity conducted within the University shall be directed to the objectives of increasing knowledge and understanding, or improving the scholarly competence of the teacher and of initiating students into the academic disciplines insofar as is possible. In view of the first objective, it is essential that members of the academic staff be free to disseminate the results of their research through publication, lectures and other appropriate means.

(b) In order to fulfill the objectives of scholarly/research activity within the University, faculty employees shall have the right and responsibility to devote a reasonable portion of their time to meaningful scholarship and research activities. Insofar as it is possible, the University will attempt to provide adequate facilities for these purposes.

(c) Members of the academic staff shall, in their published work(s), indicate their affiliation with Carleton University and any reliance on the work and assistance of others.

(d) It is unethical for members of the academic staff to enter into any agreement that infringes their freedom to publish the results of research conducted within Carleton University precincts or under Carleton University auspices. Notwithstanding this, they may agree to delay, for a specified period of time, publication of the results of sponsored or contract research, provided that this condition is agreed to by Carleton University.

(e) The faculty employee has the responsibility annually to advise the appropriate University officer(s) concerning his/her activities in the area of scholarship and research.

15.6 **Rights and Responsibilities of Self-Governance**

(a) In the context of collegial decision-making and the processes of academic peer judgement, members of the academic staff shall participate in the governance of Carleton University through active membership in department, school, institute, and/or faculty councils and, when called upon, to participate to a reasonable extent in other University bodies, according to this Collective Agreement, past practice and the principles embodied in the *New University Government* document.

(b) In the course of the collegial and peer judgement decision-making process, members of the academic staff shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues when this is required, shall avoid discrimination and shall not infringe on their colleagues' academic freedom. In addition, they shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.

15.7 **Rights and Responsibilities as Members of the Learned Professions and of the Community at Large**

(a) When addressing themselves to the community at large, members of the academic staff retain the rights and responsibilities which flow from the exercise of academic freedom. Except when specifically authorized to speak on behalf of the University, an employee shall not by his/her conduct purport to be speaking or acting on behalf of the University.

(b) **Outside Professional Activities**

Recognizing that members of the academic staff are part of a wider community and have responsibilities to this community in addition to their specific University obligations and, to enhance the reputation of Carleton University, help to keep employees in touch with practice in their fields and enhance the quality of the performance of their primary functions, the parties agree that while employees are committed to full-time employment with the University, unless otherwise provided for by this agreement, they may engage in paid or unpaid outside

professional/academic activities provided that:

- (i) such activity does not conflict or interfere with the fulfilment of the employee's obligations to the University as outlined in this article;
- (ii) such activity is carried out in a reasonable and responsible fashion;
- (iii) such activity shall not exceed past practice for the relevant faculty or school, except that an employee who wishes to spend more than one-half (1/2) day a week on a regular basis off campus during the academic year (September to May) shall so advise his/her dean or director;
- (iv) the employee shall provide the appropriate dean, upon request, with the information necessary to monitor his/her paid or unpaid outside professional/academic activities to ensure that such activities do not interfere with the normal duties of the employee.

(c) **Procedures**

- (i) Employees shall notify, upon request, their departmental chairperson or equivalent, of the nature and scope of any paid or unpaid outside activity of a substantial and continuing nature and of any changes subsequent to the last notification.

15.7 (c) (ii) The chairperson of the department shall report to the appropriate dean, upon request, the total activities of employees engaged in outside professional activities so that the dean may decide whether the employee might be requested to consider a partial leave or a reduction in such outside activities. Such a request shall not be unreasonably denied by the employee.

- (iii) In the case of unpaid professional/academic activity, the employee concerned shall arrange with the appropriate dean the payment of the costs, if any, to the employer associated with any such items or services as computer time, laboratory equipment and supplies long distance calls, secretarial service, reproduction services and outside mail services.

(iv) In relation to paid outside professional/academic activity the employee shall pay for any computer time, laboratory equipment and supplies, long distance telephone calls, secretarial services, reproduction services and outside mail services used in the course of his/her activities.

- (d) Members of the academic staff have the right to participate in the activities of their learned professions and societies.

Article 16: Confidentiality And Access To Personnel Files

16.1 It is the understanding of the parties that this article is not inconsistent with the principles enunciated in the Senate/Board policy on Confidentiality, approved by the Executive Committee of Senate on October 8, 1975.

16.2 An employee shall have the right to examine all of his/her personnel files during normal business hours, provided that any confidential letters of recommendation solicited shall be held confidential except as provided for in this article. At any time, however, members may request and shall obtain the names of the authors of all confidential letters or assessments held in their personnel files.

16.3 Employees shall have the right to have all of their files supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, employees shall have the right to provide additional material for inclusion in their personnel files.

16.4 Employees shall have the right to have the employer prepare, at the employee's expense, copies of their files excluding confidential letters or assessments except as provided hereunder.

16.5 (a) No anonymous material shall be kept by the employer concerning any employee. Nevertheless, anonymous material, if maintained contrary to this policy, shall not be submitted as evidence in any subsequent proceeding involving any employee. If introduced, such material shall be sufficient in and of itself to invalidate the proceedings. Statistical information gathered pursuant to Article 26 shall not be considered anonymous material. Non-statistical information gathered pursuant to Article 26, however, shall not be exempt from the provisions of this article.

- (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 student's names shall only be disclosed with their consent;
 - (iv) the employer may only use the complaint in a career decision if the student's 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 shall, at that time, be given an opportunity to place a further comment or rebuttal on the file.
- (c) When written student comments are retained copies shall either be placed in the employee's file in accordance with Article 16.5(b), or forwarded to the employee.
- (d) Where a document pertaining to an employee's performance or to a disciplinary matter, and which has not already been sent to the employee, is to be added to the employee's file held in the office of the Vice-President (Academic), the relevant Dean or Director, or the University Librarian, a copy shall, subject to any confidentiality restrictions set out in this Collective Agreement, be sent to the employee.

16.6 Personnel files of employees shall be kept only by the chairpersons, deans, directors of schools and institutes, University Librarian and the Office of the President of the University.

16.7 Letters or assessments received in relation to the appointment of an employee shall be confidential and shall not be shown to the candidate before or after his/her appointment. Such letters or assessments shall either be destroyed or returned to the sender within three (3) months of any appointment. Such letters or assessments, if maintained contrary to this policy, shall not be submitted as evidence in any subsequent proceeding involving an employee. Letters currently in the files, and over three (3) months old, in relation to appointment shall be either destroyed or returned to the sender within three (3) months of the signing of this Collective Agreement and shall not be used in any proceeding involving an employee of the bargaining unit.

16.8 (a) Letters or assessments in relation to promotion shall be solicited by the appropriate dean, University Librarian or their designates (hereafter in this clause the dean). The dean shall request a list of possible referees from the candidate. If the dean desires to solicit additional references or assessments, he/she shall so inform the candidate and submit the names of the proposed referees to the candidate who shall have the right to comment in writing on the names suggested and to have such comments included in his/her official dossier. In submitting letters of reference or assessments to the Promotion Committee whether the referees or assessors were suggested by the candidate, the chairperson or the dean shall be indicated. Such letters and assessments in connection with promotion shall be confidential and shall not be shown to the candidate except where the candidate proceeds to arbitration under Article 4 (Academic Freedom) or Article 5 (No Discrimination) of the Collective Agreement. All letters and assessments in relation to promotion shall be destroyed at the end of the relevant period. Such letters or assessments, if maintained contrary to this policy, shall not be submitted as evidence in any subsequent proceeding involving any employee.

(b) An employee may, however, request in writing to his/her dean or the University Librarian within thirty (30) days of the date of the President's letter which informs him/her of the final disposition of his/her candidacy for promotion that the dean or the University Librarian retain the letters or assessments received concerning his/her candidacy. If an employee so requests, the dean or the University Librarian shall retain all letters or assessments concerning the candidacy in question and shall submit them at the next consideration of the candidate. Such letters shall not be retained beyond the next consideration of the candidate, unless a new request is received. An employee may, in order to determine whether he/she should request the retention of his/her letters and/or assessments, consult the chairperson of his/her department or departmental promotion committee or equivalent committee in the Library who may, in order to preserve confidentiality, limit his/her advice to a simple statement in favour of or against the retention of the letters or assessments in question.

16.9 The employee shall have the right to submit names of referees to the appropriate chairperson and dean, or in the case of professional librarian employees the University Librarian, who shall solicit letters or assessments from the names provided in regard to renewal of a preliminary appointment or to the confirmation of appointment or to the granting of tenure. Letters or assessments or any other written material presented as evidence in regard to the renewal of appointment, confirmation of appointment, or the granting of tenure shall, in the event of a tentative negative recommendation, be made available as a true copy to the employee concerned prior to any final decision by the department or by a faculty review body or by the Peer Evaluation Committee or by the University Librarian. At the level of the Senate Tenure Appeal Committee or the Grievance Sub-Committee as applicable all written assessments in regard to a negative recommendation shall be made available to the employee concerned at the time they are presented to the committee or, at the discretion of the employer at any earlier date.

16.10 Letters of reference and/or assessments shall be made available in their entirety when called for by the provisions of this agreement, to the relevant departmental, faculty, or library committees and, in the case of appeal or grievance, to the Senate Tenure Appeal Committee, the Promotions Appeal Committee or the Grievance Sub-Committee, as appropriate. The members of such committees shall treat such letters and assessments as confidential.

16.11 Letters or assessments or any other material presented as evidence in a proceeding for dismissal for cause shall be made available to the individual faculty employee concerned, according to the procedures of C3 of the *Tenure and Dismissal Document*. In the case of Instructor employees and/or professional librarian employees all such material shall be made available to the employee or his/her advisor at the commencement of the formal grievance stage pursuant to Article 30.7 or, at the discretion of the employer, at an earlier date. True copies of letters or assessments shall be supplied to the employee concerned.

Article 17: Financial Stringency And Program Redundancy

17.1 (a) Subject to Article 17.12 below, in the light of the parties' recognition of the primacy of the University's academic mission and in light of their desire to preserve the academic integrity of Carleton University, the Board of Governors shall not declare a state of financial stringency and/or initiate lay-offs of a member or members of the bargaining unit except on reasonable financial grounds and after rigorous economies have been introduced in all sectors of the University.

(b) Prior to any declaration of financial stringency and/or the initiation of any lay-offs of a member or members of the bargaining unit, the Board of Governors shall establish a Financial Commission of three (3) persons whose membership and terms of reference are set out below.

17.1 (c) **Financial Commission**

Within ninety (90) days of the signing of this Collective Agreement, the parties shall establish an agreed list of names of persons who shall be from outside the Carleton University community and from among whom these three (3) persons shall be chosen. Within thirty (30) days of a decision to establish a Financial Commission, the parties shall select three (3) persons to serve. In the event that the parties cannot agree upon three (3) persons to serve on the Commission, each party shall name one (1) person from outside the Carleton University community to serve and the two (2) persons from outside the Carleton University community so named shall choose a third from outside the Carleton University community who shall serve as Chairperson of the Commission.

Failing agreement of the nominees to select a Chairperson within ten (10) days, the parties shall ask an arbitrator from the list of arbitrators agreed to by the parties and specified in Article 30.11 of the Collective Agreement to serve as Chairperson or, if he/she is unable to act, to appoint a Chairperson from outside the Carleton University Community.

The Terms of Reference of the Financial Commission shall be:

(i) to assess whether in the light of a full examination of Carleton University's financial situation the University has a financial emergency involving deficits which continue for more than one (1) financial year, which are projected by generally accepted accounting methods to continue, the persistence of which will seriously inhibit the functioning of the existing academic units;

(ii) to assess whether in the light of the primacy of Carleton University's academic mission and in light of the Board's desire to preserve the academic integrity of the institution a decision to resolve a financial emergency through lay-offs of a member or members of the bargaining unit is reasonable;

(iii) the Report of the Commission shall be advisory to the Board of Governors, and shall be submitted to the Board within seventy-five (75) working days of the first meeting of the Financial Commission, and shall be made immediately available by the Board to the Association and the Senate in the event that the Board declares that the state of financial stringency exists and/or initiates lay-offs of a member or members of the bargaining unit;

(iv) the Commission shall have access to any and all data and documents which it deems relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses. Notwithstanding the preceding, the Association, the Faculty Boards and the Students' Association shall have the right to make written and/or oral representations to the Financial Commission.

17.2 The parties agree that no later than one (1) week following a declaration of financial stringency pursuant to Article 17.1, the parties will meet in an effort to find methods of reducing expenditures under this Collective Agreement which could avoid or reduce the number of lay-offs in the Bargaining Unit. These discussions will be limited to financial matters described in this Collective Agreement.

17.3 Procedures Relating to Identification of Faculties, Departments, Programmes, Schools, Institutes, Colleges, the Library, and Fields within Departments which May be Affected

(a) Without in any way diminishing the right of Senate to satisfy itself that all the necessary economies have been made in all other sectors of the University, the parties recognize the right of Senate to determine finally the academic priorities of the University, and the right of the Board to determine the size of the budgetary reductions required within the academic sector pursuant to its declaration of financial stringency.

(b) The procedures outlined in the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, December 11th, 1974, hereafter referred as the *Financial Stringency Document* shall apply provided only that, should the Senate fail or decline to recommend the number of teaching staff appointments to be discontinued within any given Faculty within two (2) months of the Board's declaration, the determination of the numbers shall be governed by the procedures outlined in Article 17.10. Where the Board is not satisfied that Senate's determination is consistent with the Board's decision on the size of the budgetary reductions required, the Board may refer the matter to an Academic Commission in accordance with Article 17.10(a) to (d).

17.4 Procedures Related to Identification of Individual Faculty Employees

(a) The procedures outlined in the *Financial Stringency Document* shall apply, except as modified by Articles 17.4, 17.7, and 17.8.

(b) Should the process of identification of individuals in any subunit(s) not be completed within two (2) months from the completion of procedures outlined in Article 17.3 then the procedures outlined in 17.10 shall apply.

17.5 Procedures Related to Identification of Individual Professional Librarian Employees

In the event that financial stringency is declared by the Board of Governors pursuant to Article 17.1 and makes necessary lay-offs of a professional librarian member or professional librarian members of the bargaining unit, the following procedures will apply:

(a) The University Librarian, in consultation with the University Library Committee, shall within six (6) weeks apportion the designated cutbacks. The decision as to the designation of individuals shall be based on the need of the Library to maintain a balance of services, and on the relative merit of the individual as a professional librarian.

17.5 (b) The University Librarian shall within two (2) weeks of the apportionment of the cutbacks make his/her recommendation to the President.

17.6 Procedures Related to Identification of Individual Instructor Employees

In the event that financial stringency is declared by the Board of Governors pursuant to Article 17.1 and makes necessary lay-offs of an instructor member or instructor members of the bargaining unit, the decision as to the designation of Instructor employees to be laid off shall be based on the need of the department to maintain its academic programme as well as the relative merit of the Instructor employee's performance as exemplified in teaching. The procedures used to identify members of the Instructor ranks to be laid off shall be the same as

those for faculty employees.

17.7 **Implementation and Grievance**

(a) Following the completion of the procedures laid down for faculty employees in the *Financial Stringency Document* or after the completion of the alternative procedures in Article 17.10 and/or following the completion of the procedures laid down for professional librarian and Instructor employees in Articles 17.5 and 17.6 of this Collective Agreement, the President shall write, by registered mail with receipted delivery, to those employees who are to be laid off indicating that he/she will be so recommending to the Board of Governors and giving the individual(s) concerned in writing the reasons based on the established criteria as defined in the *Financial Stringency Document* part VII for faculty employees and/or in Articles 17.5 and 17.6 of this Collective Agreement for professional librarian and Instructor employees respectively.

(b) Should an employee who is to be laid off because of the declaration of financial stringency wish to grieve his/her selection for lay-off, he/she shall do so under the grievance and arbitration provisions of Article 30 of this Collective Agreement. The complaint stage of Article 30 shall not apply in such cases, and any grievances shall be initially dealt with by the Grievance Sub-Committee. The grievor must submit the grievance in writing to the Grievance Sub-Committee within fourteen (14) days of receipt of the President's letter pursuant to Article 17.7(a).

17.8 **Compensation and Protection of Benefits of Laid-off Employees**

(a) Compensation and notice for laid-off employees shall be as follows:

(i) fifteen (15) months' notice or twelve (12) months' salary in lieu of notice; plus

(ii) one month's salary for each year of service at Carleton to a maximum of twelve years' service, or six months' salary, whichever is greater; plus

(iii) one-half month's salary for each year of service at Carleton since the last sabbatical leave, to a maximum of six years' service.

17.8 (b) Upon receipt of notice of lay-off the employee shall have the option of taking salary in lieu of notice as provided in Article 17.8(a)(i) above.

(c) Notwithstanding the preceding, individuals fifty-five (55) years of age and older shall have the choice of applying the provisions of Article 22.5 or Article 40 (early retirement) in place of the provisions specified in Article 17.8(a) above.

(d) Any laid-off employee and his/her spouse and dependent(s) eligible for free tuition at the time of lay-off shall continue to be entitled to free tuition benefits unless the employee refuses recall pursuant to Article 17.8(c).

(e) Employees with tenure at the time of lay-off shall have the right of first refusal for a period of three (3) years for each and every available position in his/her field and in any field in which he/she is competent. Any other employee shall have the right of first refusal for a period of one (1) year for each and every available position in his/her field and in any field

in which he/she is competent. Notwithstanding the above, all laid-off employees shall be automatically considered for each and every available position in his/her field for four (4) years from the date of lay-off.

(f) Employees to be recalled shall be notified by registered mail at their last known address. Should more than one employee be eligible for recall in the same field, preference shall be given to the employee with the longest service at Carleton University at the time of lay-off, provided that their academic qualifications for the position are substantially equal.

(g) Recalled employees shall be given three (3) months to decide whether they wish to accept recall and shall be entitled to a reasonable period of time to fulfil other employment commitments before resuming their duties.

(h) A laid-off employee shall forfeit all rights to automatic consideration under (c) above if he/she refuses an offer of recall pursuant to Article 17.8.

17.9 **Hiring Freeze**

The employer shall impose a hiring freeze from the date of any declaration of financial stringency until the identification of individual employees to be laid-off has been completed and the employees notified by the President.

17.10 **Alternate Procedures in Connection with Financial Stringency**

The parties agree, pursuant to Article 17.3 of the Collective Agreement, that should Senate fail or decline to determine the number and distribution of faculty appointments to be discontinued within two (2) months following a declaration of financial stringency, the following procedures shall be substituted for those outlined in Part V (Senate Role) of the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, 11th December, 1974:

17.10 (a) an academic commission shall be chosen consisting of three (3) members, one (1) of whom shall be chosen by the President, one (1) of whom shall be chosen by the Association and the third to be mutually agreeable to the first two (2). In the event of disagreement, the Dismissal Review Chairperson appointed under the *Tenure and Dismissal Document* shall appoint the third member;

(b) the Academic Commission shall be named within one (1) week of a decision of Senate to decline jurisdiction or after the time period stated in Article 17.3 of the Collective Agreement has expired;

(c) the Academic Commission shall determine the number and distribution of faculty positions to be discontinued according to the principles and assumptions laid down in the *Financial Stringency Document*; and,

(d) the Academic Commission shall within two (2) months report to the Board of Governors through the President with copies to the Academic Deans and the Association.

(e) the parties agree, pursuant to Article 17.4 of the Collective Agreement, that should one or more of the basic academic units (departments, schools, institutes, centres and such other

basic academic units as may be created) fail or decline to identify faculty appointments to be discontinued and/or to identify the individuals to be laid off, the following procedures shall be substituted for those outlined in Part VII (Department Role) of the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, 11th December, 1974:

- (e) (i) within one (1) week of a departmental (or equivalent) decision to decline to perform the role assigned to departments in the *Financial Stringency Document* or within one (1) week of the decision of the appropriate dean following consultation with the departmental chairperson that the department has failed to perform its role, a committee shall be appointed;
- (ii) the committee shall be composed of the Dean of Arts and Social Sciences, the Dean of Engineering, the Dean of Graduate Studies and Research, the Dean of Science and the Dean of Public Affairs and Management, and shall be chaired by the dean of the faculty of which the department, school or institute is a sub-unit;
- (iii) the committee shall select those individuals who shall be laid off according to the principles and assumptions laid down in the *Financial Stringency Document, Part VII*;
- (iv) the committee shall report its findings within six (6) weeks to the appropriate dean with a copy to the chairperson of the affected department. The committee shall in its report give a reasoned assessment in which it reviews the evidence in relation to Section 5, Items (a) through (e) of Part VII of the *Financial Stringency Document*; and,

17.10 (e) (v) each individual designated for lay-off shall receive a copy of the committee's report pursuant to Article 17.7(a).

17.11 Any instructional program which is self-funding (i.e. exclusively funded from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds), shall be exempt from the provisions of Article 17, with the exception of Article 17.8(c), (d), (e) and (f); and such programs may be terminated in whole or in part at the discretion of the employer. In place of the provisions of Article 17 (excepting Article 17.8(c), (d), (e) and (f)), the following provisions shall apply:

- (a) Any employee holding a preliminary, tenured or confirmed appointment who:
 - (i) has accepted transfer or secondment to any instructional program which is self-funding (i.e. exclusively funded from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds); or
 - (ii) who is in a program which over time becomes self funding (i.e. exclusively from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds), shall be reassigned to regular duties within the University or to another program without loss of rights, privileges and benefits.
- (b) Where such a program is to be partially discontinued, subject to Article 17.11(a) above, an *ad hoc* committee shall be struck to advise the appropriate dean as to the members of the bargaining unit to be released.

(c) The *ad hoc* committee shall consist of the director of the program involved (as chairperson), one (1) member to be chosen by the employer, one (1) member to be chosen by the relevant faculty board, and one (1) member to be chosen by the director. Considerations of this committee shall be subject to Article 17.11(a) above.

(d) In identifying members of the bargaining unit whose employment is to be terminated for financial reasons, the committee shall apply criteria consistent with Article 17.6 (Procedures Related to Identification of Individual Instructor employees). The Committee should be guided by criteria set out in Article 12.2 (Criteria for the Evaluation of Instructor employees; Principles).

(e) Any member of the bargaining unit whose employment is terminated under the provisions of Article 17.11 shall have full recourse to the provisions of Article 30 (Complaints, Grievances and Arbitration).

17.12 The parties recognize the authority of Senate to declare programs redundant. The parties agree to implement any resolution(s) of Senate on redundancy matters by memorandum of agreement to be negotiated and approved by JCAA within one month of Senate's resolution(s), for ratification by the parties and incorporation into the collective agreement. If the parties fail to agree within one month of Senate's resolution(s), then the following provisions shall apply, *mutatis mutandis*, to any lay-offs for reasons of program redundancy: Part VI through IX of the *Financial Stringency Document*, and Article 17.6, Article 17.7, Article 17.8 of the Collective Agreement. In the event that the procedures referenced in Part VI through IX of the *Financial Stringency Document* are not completed after two months, then Article 17.10(e) shall apply *mutatis mutandis*.

Article 18: Rights And Privileges Of The Association And Its Members

18.1 The employer agrees to provide the Association, at a reasonable charge, with the use of suitable, serviced, office space, with a telephone line, and with the use of the internal University postal service.

18.2 Subject to availability, the employer will allow the Association to use Carleton University reproduction services, computing facilities, and audiovisual equipment at rates to be determined between the parties from time to time.

18.3 Subject to availability, the employer shall provide the Association with suitable meeting rooms as required, free of charge, provided this can be done without interrupting the instructional programs of Carleton University.

18.4 A member's service to the Association shall be considered in assessment of workload and the evaluation of performance. In these contexts, it shall be treated in the same manner as similar duties performed in departmental, faculty and University committees, and administrative duties undertaken for learned or professional societies.

18.5 The Association shall have the right to have an observer present at open University meetings and, subject to the usual consent of the University body meeting, to make representations to such meetings.

18.6 The Association agrees to provide the employer with a current list of Association representatives from time to time with whom the employer would be expected to deal in regard to the administration of this Collective Agreement.

18.7 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations. Such representatives shall have access to Carleton University premises to consult with members, Association officials or the employer. Access in this Article shall not include the right of CAUT or OCUFA representatives to call meetings on Carleton University's premises.

18.8 (a) The President of the Association shall not be required to teach more than one full course, or its equivalent, and the Grievance Policy and Administration Committee Chairperson shall not be required to teach more than one and one-half courses, or the equivalent, during the term of office, without prejudice to their salaries, benefits or any rights and privileges within the University. Where the President or Grievance Chairperson is an Instructor employee, a Non-Credit Language Teacher or a professional librarian, the workload reduction under this Article shall be negotiated by the parties at JCAA. Disputes about the assignment of duties to these employees shall be referred for resolution to the Joint Committee for the Administration of the Agreement. This arrangement is understood to be a special provision, applicable only to this Article and without prejudice to the more general arrangements for reduced workload with prorated pay specified in Article 13.6.

(b) On conclusion of his/her term as Past President or as Grievance Chairperson of the Association, the Past President and the Grievance Chairperson 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 term as Grievance Chairperson.

(c) The Association may purchase from the employer, at the appropriate sessional lecturer rates, up to two (2) full-course equivalents per contract year, to be distributed at the discretion of the Association. Payment by CUASA for a sessional replacement is contingent upon the employer hiring a sessional to teach a course which would normally have been taught by the individual to whom the release applies. For professional librarian employees, a full-course equivalent shall be deemed to be one working day per week over the contract year.

Article 19: Planning - Article deleted May 1/2001

Article 20: Leaves

20.1 Leave of Absence Without Pay

(a) If applied for, leave of absence without pay may be granted by the employer at any time. Permission for leave of absence without pay shall not be unreasonably denied by the employer. Leave of absence without pay under this Article shall not, except by agreement between the employer and employee, normally exceed two (2) consecutive years except for Political Leave as provided for in Article 20.3.

(b) An employee on leave of absence without pay shall continue as a member of the academic staff and a member of the bargaining unit.

20.1 (c) Except as provided in Article 13.6(c), an employee on leave of absence without pay shall be entitled but not required to maintain membership in the benefit plans from time to time in force, provided the plans so permit and that the employee pays the total cost involved.

(d) The employer shall, on the day following completion of leave of absence without pay, credit to the employee for the purpose of a sabbatical, tenure, confirmation and promotion any period of service which stood to the employee's credit on the day prior to the commencement of such leave.

(e) An employee on leave of absence without pay shall receive such additions to his/her nominal salary as shall be implemented, as a result of collective bargaining from time to time during the period of the leave and shall be eligible, under the conditions specified in Article 41.3(g), to have career development increments added to his/her nominal salary. The eligibility of an employee for a career development increment shall be specified in the written communication referred to in Article 20.1(f).

(f) Three (3) months prior to the commencement of such leave the employer shall inform the employee in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the Collective Agreement which governs the type of leave granted and specifying a deadline for acceptance or rejection of the said terms and conditions.

(g) The employee shall not be deemed to have accepted the terms of such leave of absence until he/she has so notified the employer in writing. Failure to accept within the deadline specified in Article 20.1(f) shall be deemed to constitute non-acceptance.

(h) Once accepted by the employee, the employee becomes responsible for any cost to the University arising directly out of a subsequent change altering the arrangements with respect to such leave.

20.2 **Leave for Academic and Professional Development**

(a) In order to satisfy Carleton University's future needs for particular skills and qualifications and to permit employees to fulfil their professional commitments, the employer may grant study leaves or retraining leaves, with full, partial, or without pay.

(b) In particular, the employer shall provide financial support to employees who undertake programs of retraining with the agreement of the employer in order to effect internal transfers and to provide for a higher level of instructional flexibility.

20.2 (c) In the case of leave for retraining the employee shall continue to receive full benefits and shall earn credit toward a sabbatical, tenure, confirmation and promotion and full eligibility for career development increments. An employee on leave for retraining shall receive such additions to his/her nominal salary as shall be implemented, as a result of collective bargaining, from time to time during the period of leave and shall be eligible to have career development increments added to the nominal salary.

(d) In the case of study leave, such leave shall be governed by Article 20.1, Leave of Absence Without Pay, and Article 13.6, Reduced Workload with Pro-Rated Pay, except that financial compensation shall be by arrangement between the employer and employee.

(e) Three (3) months prior to the commencement of such leave the employer shall inform the employee in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the Collective Agreement which governs the type of leave granted and specifying a deadline for acceptance or rejection of the said terms and conditions.

(f) The employee shall not be deemed to have accepted the terms of such leave of absence until he/she has so notified the employer in writing. Failure to accept within the deadline specified in Article 20.2(e) shall be deemed to constitute non-acceptance.

(g) Once accepted by the employee, the employee becomes responsible for any cost to the University arising directly out of a subsequent change altering the arrangements with respect to such leave.

20.3 **Political Leave**

(a) **Parliament of Canada or a Provincial Legislature**

An employee who is a candidate for office or who is elected to the Parliament of Canada or a Provincial Legislature may make application through the appropriate dean or University Librarian to the President for leave which shall be subject to the following conditions. Such leave shall not be unreasonably withheld.

(i) The employee shall make every attempt to give the greatest possible notice of intention to run for one (1) of the above offices and shall actively cooperate in arranging for substitutions necessary to ensure the uninterrupted continuation of the academic program of Carleton University.

(ii) Leave with pay will be granted upon application and subject to satisfactory arrangements being made under (i) above, to any candidate who satisfies the conditions of the appropriate election expenses act, for the period between the issuing of the writs of election and the return of the writs, or for a two (2) month period, whichever is shorter.

20.3 (a) (iii) If elected to one (1) of the above offices, the employee shall be entitled to leave of absence without pay during his/her term of office except that such leave of absence and the person's employment will automatically be terminated upon his/her re-election to office unless re-election occurs within twenty-four (24) calendar months after the first election. In the latter case the

person's leave of absence and employment will automatically be terminated on the next subsequent re-election to office.

20.3 (b) Public Office (Other than the Parliament of Canada or a Provincial Legislature)

An employee who is a candidate for or is elected to public office, other than in the Parliament of Canada or a Provincial Legislature may make application through the appropriate dean or University Librarian to the President for partial or full leave of absence which shall be subject to the following conditions. Such leave shall not be unreasonably refused.

(i) The employee shall make every attempt to give the greatest possible notice of intention to run for public office and shall actively cooperate in arranging for substitutions necessary to ensure the uninterrupted continuation of the academic program of Carleton University.

(ii) Leave without pay may be granted upon application for a period of not more than two (2) months in the time immediately prior to the date of the election.

(iii) If elected to public office, the employee shall be entitled to either partial leave of absence with prorated pay or full leave of absence without pay during his/her term of office. Such leave shall in no case exceed a period of five (5) years.

20.4 Court Leave

Paid leave shall be granted to any employee required to be a witness or juror by any body in Canada with powers of subpoena. The employee shall notify the senior academic officer immediately upon his/her receipt of notification that the employee will be required to attend court and present proof of service requiring attendance.

20.5 Sick Leave

(a) In cases where employees of the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary and all other benefits for a period of one hundred and eighty (180) calendar days or until benefits under the Group Long-Term Disability Plan come into effect, whichever may be the shorter of the two (2). The employer shall be entitled to request a medical certificate indicating that the employee is unable to fulfil his/her duties, in all cases of absence in excess of five (5) working days. Employees shall notify the appropriate dean or the University Librarian of their absence and its estimated duration. Insofar as reasonable, other employees shall assume the workload of persons on sick leave in order to ensure that scheduled academic activities need not be cancelled.

(b) 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.

20.6 Compassionate Leave

It is recognized that certain circumstances may arise in the employee's personal or family life which may require his/her absence from the University for a limited period of time. Notification of such absence shall be made before departure, whenever possible, to the appropriate dean or University Librarian who may authorize leave with pay. Normally such leave shall not exceed five (5) working days. Such authorization shall not be unreasonably withheld.

20.7 Maternity, Adoption/Child Care Leave

The employer agrees to amend the SUB plan to provide for adoption and child care leave to the extent permitted by the Employment Insurance Act and Regulations, and subject to the approval of the Human Resources Development Canada.

An employee shall, upon application, be granted maternity leave subject to the following conditions:

(a) Application for maternity leave shall be made fifteen (15) weeks prior to the expected termination of the employee's pregnancy and shall be supported by a certificate from a qualified member of the medical profession.

(b) The employee shall have the right to continue her regular duties during pregnancy.

(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.

20.7 (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) For the first twelve (12) weeks (or less if the leave is of shorter duration) of maternity leave the employee shall continue to receive her regular salary. The employer shall maintain regular contributions to the benefit plans.

(ii) For the last five (5) weeks (or less if the leave is of a duration shorter than seventeen (17) weeks) of maternity leave 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.

(f) As an alternative to paragraph (e) above, the employee may elect benefits 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 Employment 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;

(v) the combined weekly level of Unemployment Insurance Benefits, Supplemental Unemployment Benefits, and any other earnings will not exceed 95% of the employee's regular weekly salary.

(g) Benefit pursuant to paragraph (f) above is contingent upon the employee's eligibility for and application for maternity benefits under the Employment 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) Maternity leave shall count as time worked when calculating items such as sabbatical entitlement, years to tenure or confirmation, promotion and credited service for the Retirement Plan.

(j) On returning from maternity leave the employee shall be placed in her former position or in a position equivalent to her former position with no loss of seniority.

20.7 (k) The employee shall advise her immediate supervisor of her intention to return at least two (2) weeks prior to the intended date of return.

(l) Subject to the approval of the Human Resources Development Canada, an employee who is eligible for adoption or child care benefits pursuant to the Employment Insurance Act shall, upon application, be entitled to adoption or child care leave with Supplemental Unemployment Benefits as provided in Article 20.7(f) of the collective agreement, for the period of benefit eligibility set out in the Act.

20.8 **Annual Leave**

(a) Subject to (b) below, all employees shall be entitled to annual leave of one (1)

calendar month.

(b) Professional Librarian employees shall receive twenty-five (25) working days annual leave after fourteen (14) years of service.

(c) Employees shall arrange their vacation period(s) in consultation with their department chairperson or equivalent. Every effort shall be made to comply with employees' requests in scheduling annual leave with due regard to the continued effective functioning of the academic program and the needs of students. In the case of faculty and Instructor employees, the chairperson shall provide the appropriate dean with a schedule indicating when employees will be on vacation.

20.9 Statutory Holidays

Statutory holidays for faculty employees and Instructor employees shall be governed by past practice for faculty employees. Professional librarian employees shall be entitled to the following official statutory holidays acknowledged by Carleton University: New Year's Day, Good Friday, Easter Monday*, Victoria Day, Canada Day, Civic Holiday (August), Labour Day, Thanksgiving, Christmas Day, Boxing Day, one-half (1/2) day prior to Christmas or New Year's Day.

If any other day is proclaimed by the Federal, Provincial, Regional or Civic Government as a statutory holiday, its recognition shall be referred to the Joint Committee for the Administration of the Collective Agreement. Where possible the employer shall attempt to provide additional time off during the Christmas/New Year period. Professional librarian employees shall be advised by the University Librarian of the specific details well in advance of the holiday season.

* The University is open on Easter Monday each year and some librarian employees will be scheduled to work on that day. If a librarian employee is required to work on Easter Monday, s/he will receive a mutually convenient alternative day off with pay.

Article 21: Sabbaticals

Faculty Employees

21.1 In recognition of the fact that faculty employees are required as a condition of their employment, to continue to develop as scholars and researchers throughout their careers, the employer maintains a policy of sabbaticals intended for academic study, research, writing, or travel for investigation purposes, or retraining as provided for under the provisions of Article 38, that provides means by which faculty employees increase their knowledge, further their research, stimulate intellectual interest, strengthen their contacts with the world-wide community of scholars, and thus enhance their contribution to the University on their return.

(a) Each faculty employee is entitled to a sabbatical of twelve (12) months after every six (6) years of full-time on-campus service at Carleton University which shall include periods designated as research release time. The number of years service in relation to sabbatical entitlement and the length of a sabbatical may be modified according to the terms of this

Article.

(b) As an alternative to a full-year sabbatical under 21.1(a) above, a tenured or confirmed employee may elect to take a six-month sabbatical after three years of full-time on-campus service at Carleton. Such a sabbatical shall start on either July 1st or January 1st at the discretion of the employer. The conditions of Article 21.1(c) shall apply.

(c) A faculty employee must inform, in writing, the departmental chairperson or equivalent and the appropriate dean of the intention to take a sabbatical no later than October 31 (the employer, however, may extend this deadline) in the year prior to the academic year in which the planned sabbatical is to take place. Such statements of intent may be withdrawn by the faculty employee up to six (6) months prior to the beginning of the academic year (July 1) of the intended sabbatical but subsequently only with the agreement of the appropriate dean and the President.

(d) 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, a faculty employee must submit a written statement to the appropriate dean describing in detail the nature and location of the activities to be undertaken during the sabbatical period, and estimating travel expenses and expected income, if any, over and above the normal 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 satisfactory revisions of the statement are forthcoming, the dean may recommend to the President that the sabbatical be denied for that year. Applications shall not be unreasonably denied. If a sabbatical is delayed under these conditions, the employee shall not be entitled to an increment in stipend for the year in which it is denied.

21.1 (d) When the President informs a faculty employee that he/she may proceed on sabbatical, he/she shall do so in writing specifying the purpose for which the sabbatical is granted, and any terms and conditions, including travel, domicile, and research material, equipment, and support arrangements which are attached to it.

(e) All faculty members shall automatically gain one (1) year of sabbatical entitlement for every two (2) years of full-time equivalent service in a university teaching position elsewhere since their last sabbatical, if any, prior to their appointment at Carleton University provided that such service was continuous and contiguous to the appointment at Carleton, and was credited service towards a sabbatical at the other university or would have been credited service at Carleton had the service been at Carleton. In no case will this entitlement exceed two (2) years. Such entitlement may not be counted toward proration of sabbatical stipend above the amounts provided for in Article 21.3.

(f) Because of a particular situation in a department, or of an abnormal number of applications for sabbaticals in a year, the sabbatical to which a faculty employee is entitled may, with the agreement of the employee involved, be postponed for at most one (1) year. In such cases, the appropriate dean must agree to the postponement and shall so inform the appropriate chairperson and employee at least six (6) months prior to the start of the intended sabbatical. The employee must express agreement in writing to be eligible for the provisions of Article 21.3(b).

(g) Faculty employees are expected to take sabbaticals as a condition of employment when they have established eligibility, although individual faculty employees may delay their sabbaticals. In such cases, however, they shall not be entitled to additional remuneration.

21.2 Instructor and Professional Librarian Employees

(a) With the exception of Article 21.3(a), the provisions of Article 21 shall apply, *mutatis mutandis*, to Instructor and professional librarian employees.

(b) Where more than one (1) Instructor employee in a department is eligible for sabbatical in the same year, problems of replacement or re-staffing may be considered only to the extent that the concerned department may request that the sabbatical of an employee may be delayed by not more than one (1) year.

(c) Because of a particular situation in an administrative unit of the library, or of an abnormal number of applications for sabbaticals in a year, the sabbatical to which a librarian employee is entitled may, with the agreement of the employee involved, be postponed for at most one (1) year. In such cases, the University Librarian must agree to the postponement and shall so inform the department head and employee at least six (6) months prior to the start of the intended sabbatical. The employee must express agreement in writing in order to be eligible for the provisions of Article 21.3(b).

21.2 (d) 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).

21.3 Sabbatical Allowance

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

(b) With the exception of (a) above, the amount of the allowance that a sabbaticand is entitled to receive shall be based on the following calculations:

(i) The rate of sabbatical allowance for a full-year sabbatical shall be 80% of nominal salary.

(ii) The rate of sabbatical allowance for a six-month sabbatical under Article 21.1(b) shall be 70% of nominal salary.

(iii) Employees who have been required by the employer to delay a full-year sabbatical shall be entitled to remuneration of 85% of nominal salary. Alternatively, such employees may elect to be credited with the period of service arising from the delay, to be applied toward their next sabbatical.

(iv) Employees who have been required by the employer to delay a six-month sabbatical to the next academic year shall be credited with one (1) year of service, commencing on the July 1 following completion of the sabbatical, such service to be applied toward their next sabbatical.

(c) A portion of the sabbatical allowance to which an employee is entitled may be paid as a research grant. The award of a research grant shall be made in accordance with University policy for awarding research grants which provides that the employee shall receive as a research grant that portion of his/her sabbatical allowance required to cover his/her approved research and travel expenses.

(d) Subject to Article 41.5(b), employees on sabbatical are eligible for career development increments and research/professional achievement awards, and entitled to other increments to nominal salary and improvements to fringe benefits which may become effective during their absence.

(e) (i) All Health Benefits specified in Article 40.1 shall be maintained on behalf of any employee taking a sabbatical, in accordance with the cost-sharing arrangements specified in Article 40.2.

21.3 (e) (ii) The Long Term Disability Plan shall be maintained in relation to the employee's nominal salary.

(iii) An employee on a sabbatical will contribute to the Carleton University Retirement Plan in accordance with the provisions of Article 13.7(a).

(iv) An employee on a sabbatical retains the right to all other benefits specified in Article 40.

(f) Employees shall have periods spent on sabbatical counted as periods of full service towards promotion and are also eligible to apply for and to receive promotion during their absence on sabbatical.

(g) The total of sabbatical stipend plus grant and/or income received for employment with another employer during the period of the sabbatical may not exceed 150% of nominal salary for that period.

(h) The following interpretation shall apply in calculating the sabbatical stipend cited in Article 9.10(e) and 13.6(d).

(i) If the equivalent service is less than six (6) full years, and the employee has held an appointment for at least six (6) consecutive years since his/her last sabbatical, the sabbatical allowance shall be:

$1/6$ (number of years of full time equivalent service) X the usual allowance based on nominal salary.

(ii) If the equivalent service is equal to or greater than six (6) full years then he/she will be entitled to the usual sabbatical allowance based on nominal salary, subject to (iii) below.

(iii) If the equivalent service is greater than six (6) full years because the employer required delay then the individual will be entitled to the usual sabbatical allowance based on nominal salary plus an additional 5% of nominal salary.

(iv) The calculation of 70% after three years is as follows:

$1/3$ (number of full time equivalent years of service) X 70% of nominal salary where the maximum value for the number of equivalent years service is three (3).

21.4 **General Provisions**

(a) Each department, school or equivalent shall plan the sabbaticals of its employees sufficiently in advance in order that sabbaticals need not normally be delayed.

21.4 (b) Full-year sabbaticals shall commence July 1st except at the discretion of the employer.

(c) Not later than three (3) months after the end of the sabbatical, an employee shall submit a report on scholarly/research activities undertaken during each sabbatical to the appropriate faculty dean or University Librarian. A statement certifying compliance with Articles 21.1(d) and 21.3(g) above shall be attached.

(d) Subject to the approval of the appropriate dean and of the President, a sabbatical may be taken after five (5) years but this option will require seven (7) years' full-time, on campus service at Carleton University before the next sabbatical.

(e) When an employee takes a sabbatical, all prior accumulated years of entitlement are exhausted.

(f) An employee who takes a sabbatical will normally return to service at Carleton University.

(g) The employer reserves the right to determine if persons on sabbatical will be replaced.

21.5 **Extended Sabbatical and/or Study Leave**

(a) Upon written application, and with the approval of the employer, individuals may take extended sabbatical for the purposes of research and/or study.

(b) The financial compensation for such a two-year period shall not be less than 125% of the individual's nominal salary in the second year of the sabbatical.

(c) The individual's participation in the benefit plans, including the Carleton University Retirement Plan, will be in accordance with the provisions of Article 21.3(e).

Article 22: Other Terms And Conditions Of Employment

22.1 It is understood that employees will undertake research, study or other professional activities whenever they are not engaged in scheduled duties, whether during the academic year or outside it, except when on authorized leave(s).

22.2 When employees are required to be absent in the pursuit of their research or professional activities, such absence shall not interfere with their scheduled duties, and shall be arranged through advance consultation with the department chairperson or equivalent who shall notify the appropriate dean in writing of the arrangements made.

22.3 The parties agree that, upon request, each employee shall supply a copy of an updated c.v. each academic year in a format agreed by the parties.

22.4 **Off-Campus Teaching**

The employer agrees that an employee teaching Carleton University courses, whether credit or non-credit, off the University campus shall be reimbursed for reasonable and actual costs of travel to and from the place of teaching, meals and necessary accommodation. Employees shall not be required to teach courses off the University campus if they have reasonable grounds for not doing so, but employees shall not unreasonably withhold consent.

22.5 Resignations

(a) Faculty employees on preliminary or tenured appointment and Instructor employees on preliminary or confirmed appointment shall have as their normal resignation or early retirement dates June 30 and December 31. A minimum of thirty (30) days advance notice will be given, however the employee will be expected to provide one (1) term's notice. An alternative resignation or early retirement date shall be August 31, provided that the employee was active on campus during the summer session in teaching, research or graduate supervision; notice in such cases shall be required by July 1.

(b) A professional librarian employee may resign his/her position at any time provided that a minimum of one (1) month's notice be given, if possible, by librarians in senior positions.

22.6 An employee may, on a fully voluntary basis, apply for a Voluntary Separation under the terms of the Board of Governors policy in effect at the date of signing of this agreement.

(a) In the first instance, an employee seeking application of the provisions of these documents, shall present, in writing, a request to his/her dean or equivalent, with a copy to the Association.

(b) The parties agree that the application of the documents, where granted by the employer, shall be done in a fair and equitable manner.

(c) An employee seeking application of the documents shall have the right to be represented by the Association at all stages of the discussions concerning application of the provisions of the documents with respect to his/her potential separation.

(d) Notwithstanding any subsequent amendment or withdrawal of the Board document, any employee separating from the institution shall be entitled to his/her earned sabbatical entitlement or parts thereof, in the form of paid leave or of its monetary equivalent, computed in accordance with the provisions of Article 21 of this Collective Agreement.

22.7 The employer recognizes the need to provide ergonomically suitable furniture to be used in connection with carrying out the duties of academic staff members.

(a) Workstations shall comply with the standards listed in Appendix D.1 of the Personnel Policy Manual.

22.7 (b) Members of the academic staff who use computer equipment to carry out their duties as academics shall be provided with ergonomically suitable furniture to accommodate computer equipment.

(c) Timetable for upgrading of existing workstations:

(i) the employer will give first priority to the upgrading all workstations in response to requests from employees with disabilities, where such requests are accompanied by satisfactory documentation;

(ii) the parties agree to a goal of upgrading all workstations within five (5) years on the basis of recommendations from each department; and,

(iii) should the cost of implementing (i) above be less than \$25,000 in the 1997-98 contract year, the balance shall be used to implement the provisions of (ii) above and the employer agrees to provide up to \$25,000 in each subsequent year for the implementation of (ii) above.

(d) The JCAA will monitor the implementation of this Article.

22.8 Legal Liability

(a) The employer shall provide insurance coverage in respect of the liability of employees acting within the normal scope of their employment, to the extent provided by the CURIE policies as they currently exist or as they may be amended or substituted from time to time.

(b) A copy of the CURIE policies, as amended or substituted from time to time, shall be provided to the Association.

(c) Timely notice will be given to the employer of any action or claim of which the member has knowledge, or of any occurrence which the member reasonably ought to know may give rise to an action or claim.

Article 23: Information

23.1 Information Concerning Employees

(a) The employer shall make available monthly to the Association a list stating the name, rank, status (term, preliminary, tenured, confirmed), amount of dues deducted, department, date of initial appointment at the University, date of last sabbatical, department of primary position, full time equivalent (sum of positions), highest degree, resignation date, stipend title, stipend amount, year of first degree, year of highest degree, date of last promotion, leave status and a unique identifier for each employee within the bargaining unit and the total number of employees in each rank. Further, the employer shall inform the Association in writing in a format identical or similar to that used in April 1977 of all changes and the reasons for such changes.

23.1 (b) The parties agree that employees shall respond to reasonable requests for information from authorized University officers where such information relates to employee responsibilities covered by this Collective Agreement.

23.2 Information for Contract Administration and Collective Bargaining

(a) The parties agree to exchange such information as is agreed from time to time to be necessary for the collective bargaining process and/or the administration of this Collective Agreement. This shall not require either party to compile information and statistics in the

form requested if such data are not already compiled in the form requested unless required under Article 23.2(b), nor to supply any confidential information.

(b) The employer agrees to make available to the Association as soon as available for release in non-confidential format:

- (i) a copy of the latest University budget and budget report in the format in which it is released to the public;
- (ii) a copy of the annual audited statement of the University;
- (iii) a copy of the University Data Book;
- (iv) a copy of the COFO-UO annual report;
- (v) copies of Statistics Canada tables giving average salaries by rank and age and years since first degree for faculty and Instructor employees;
- (vi) a list of employees who have resigned after these have been reported to the Board of Governors;
- (vii) a list of new employees eligible for membership in the bargaining unit after these have been approved by the Board of Governors;
- (viii) on or about February 1st a statement covering all employees in the bargaining unit showing the number of persons in each rank, the average salary for each rank and the average age of the persons in each rank;
- (ix) on or about February 1st a report on the number and type of expected leaves in a format similar or identical to that provided in April 1977;
- (x) reports on all benefit plans as required in Article 40; and,
- (xi) an annual report on librarian employees who have taken sabbaticals or extended leaves of four (4) months or more, along with part-time and term librarian employees employed over the same period of time.

23.3 Release of Information to Governmental Bodies

The parties agree to inform the other party when statistical information concerning employees is released as required by law or in response to a request from a governmental body or agency. The employer agrees to provide the Association with a copy of any reports which may be legally released.

23.4 Information from the Association

The Association agrees to provide the employer with the following information:

- (a) a copy of each CUASA newsletter;

- (b) an up-to-date copy of the Constitution and Bylaws of the Association and amendments thereto;
- (c) an up-to-date list of the executive of the Association.

23.5 The employer will provide to the JCAA monthly reports on the distribution of general research funds and any special targeted funds provided to the University by the provincial government for the direct costs of research.

Article 24: Amalgamation, Consolidation, Merger Or Expansion Of The University

24.1 In the event of an amalgamation, consolidation, or merger of Carleton University or any of its constituent units or subunits with any institution(s), employees eligible for membership in the Association who are not members of another bargaining unit with a current collective agreement in force shall, subject to a favourable outcome of a vote to be administered by the parties, immediately become members of the Association in which case the terms and conditions of this Collective Agreement shall immediately apply to all such persons.

24.2 In the event of an expansion or extension of Carleton University through the creation of colleges, schools, centres or any other academic units or subunits offering academic programs or the offering of courses at locations other than the main campus of Carleton University, the employees eligible for membership in the Association in such colleges, schools, centres or other academic units or subunits offering academic programs shall immediately become employees within the meaning of this Collective Agreement. In the event that the terms and conditions of this Collective Agreement are found by the parties to be inappropriate for such employees, in whole or in part, the parties agree to negotiate new terms and conditions of employment for the employees of such new units or subunits immediately.

24.3 The employer shall not merge, amalgamate, assign, transfer or sell any of the academic units or subunits engaged in instruction to any other body unless the successor agrees to be bound by this Collective Agreement for its duration.

Article 25: Duties And Remuneration Of Chairperson

25.1 (a) The normal term of office for a chairperson shall be as established by Senate in the *NUG* document as of July 1st, 1977.

(b) (i) In recognition of departmental, administrative and other duties, a faculty employee who at the signing of this Collective Agreement, or who during its term, is a chairperson of a department shall receive a credit equivalent to one (1) additional year of service towards a sabbatical entitlement for each complete two (2) years of service as chairperson, or two additional years of credit for each complete three (3) years of service as chairperson. The provisions of Article 25 apply to directors of Centres and Institutes, other than Joint Ottawa-Carleton Institutes, where such directors are members of the bargaining unit.

(ii) A chairperson is expected to take a sabbatical when eligible or upon

conclusion of his/her term of office, whichever occurs later. Such sabbatical shall be subject to the provisions of Article 21, except as provided in (iii) below.

(iii) If upon conclusion of the employee's term as chairperson s/he has more than six (6) years of credited service towards a sabbatical, the extra year(s) of service earned as a chair in accordance with paragraph (i) above may be used as follows:

(1) up to three (3) years of service may be used, notwithstanding Article 21.3(b), to increase the sabbatical stipend by 5% for each such year of service, to a maximum of 95%, of nominal salary;

(2) if the employee takes a combined sabbatical and study leave in accordance with Article 21.5, the increase in sabbatical/study leave stipend shall be 2 1/2% of nominal salary for each year of additional credited service, to a maximum of 72 1/2% of nominal salary;

(3) one (1) year of service may be carried over, notwithstanding Article 21.4(e), towards the employee's next sabbatical following the sabbatical taken pursuant to Article 25.1(b)(ii).

25.1 (c) (i) Effective July 1, 2003, a chairperson (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, and technical and administrative support staff in his/her department (or equivalent) as set out below:

1	-	9 employees	\$3,200.00
10	-	19 employees	3,570.00
20	-	29 employees	3,940.00
30	-	39 employees	4,305.00
40 or more		employees	4,675.00

(ii) A chairperson (or equivalent) shall receive an additional stipend of \$300 if his/her department (or equivalent) employed fifteen (15) or more sessional lecturers in the Fall/Winter Session of the preceding academic year.

(iii) Optional forms of receiving the stipend listed in (i) and (ii) above will be reviewed by the JCAA for subsequent inclusion in the collective agreement.

(d) Notwithstanding Article 25.1(b)(i), Directors of Joint Ottawa-Carleton Institutes shall be eligible to receive a research grant of \$3000.00 annually, upon the employer being satisfied that the normal rules and requirements pertaining to approval of research proposals have been satisfied.

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; and,

25.2 (f) (ii) 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).

(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;

(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;

(j) 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; 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) and such duties as are specified in this Collective Agreement.

25.3 The provisions of Article 25 apply to directors of Centres and Institutes, where such directors are members of the bargaining unit.

Article 26: Teaching Evaluation

26.1 The purpose of this Article is to provide regulations for the implementation of the objectives of Senate's policy on Teaching Evaluation, as adopted at meetings held on October 26th, November 24th and December 6th, 1976.

26.2 (a) A primary purpose of any teaching evaluation is that of self-development and improvement.

(b) Teaching effectiveness may be evaluated by student questionnaires and by academic peers, so long as such evaluations are in accord with the regulations below and with other provisions

of this Collective Agreement.

(c) Student Teaching Evaluations will be supervised by individual departments or schools and all originals shall be returned to the instructor and only summaries which conform to the provisions of this Article may be used for any purpose.

26.3 Student Evaluations

(a) Student evaluations shall be obtained through questionnaires, administered in such a way as to afford all the students in a given course or class a reasonable chance to respond. Such questionnaires shall consist of one question, designed to assess the instructor's overall effectiveness as a teacher, the wording of which shall be determined by the JCAA.

(b) The reverse side of each questionnaire shall be provided for students to make detailed written comments. The sole purpose of these comments is to assist the instructor in evaluating all aspects of the course. These comments shall be returned unexamined to the instructor in accordance with (d) below.

(c) Up to twenty (20) minutes of scheduled class time, in the last two (2) weeks of a course, or of an employee's involvement in a course where such involvement is less than a full term or academic year, may be used for filling out questionnaires. Questionnaires shall be administered by a student selected by the instructor. Instructors shall not be present while questionnaires are being filled out. No questionnaire shall contain any indication of the identity of the student filling it out. After questionnaires have been completed, they shall be placed in a sealed envelope, which shall not be opened until final grades for the course have been approved by the appropriate dean.

(d) At the same time as questionnaires governed by this Article are distributed, an instructor may distribute additional questions in written form. Responses to such questions shall be collected by the administering student with the questionnaire, and placed in the same envelope. When the envelopes are opened, responses to such questions shall be returned unexamined to the instructor who distributed them, and, as required by Article 16, may not be used by anyone except the instructor concerned, for any purpose except to provide guidance to the instructor.

(e) The responses to student questionnaires shall be opened and aggregated by the Office of Institutional Research and Planning in such a way as to present a fair and accurate picture of the opinions of the respondents.

(f) Where data from student questionnaires are used, a mean, standard deviation, frequency distribution, and number of eligible respondents shall be provided.

(g) Before data derived from student questionnaires are used, they shall be presented to the instructor concerned, complete, in accord with the provisions of this Article and in written form, sufficiently in advance of their being used for any purpose to allow an instructor to respond to them in writing.

26.4 Peer-Evaluation

- (a) Where evaluations of teaching effectiveness by academic peers (i.e. other teaching employees) are used, they shall (except as allowed by Article 26.4(b)) be restricted to consideration of the topics identified in Article 26.3(a), but need not include consideration of all of them. Any such evaluation shall be written and signed, and shall clearly identify which of the topics is being considered.
- (b) Peer evaluations may also consider the extent to which the methods and material used by an instructor achieved the objectives of the course as identified by the instructor, provided such evaluations do not violate Article 4, Academic Freedom.
- (c) Peer evaluations shall contain a written statement of the evidence on which the evaluations were made and the circumstances in which the evidence was collected. Only evidence which is reasonably reliable and reasonably indicative of the characteristic being evaluated may be used.
- (d) Peer evaluations shall be presented, complete, in accordance with the provisions of this Article, and in written form, sufficiently in advance of their being used for any purpose to allow an instructor to respond to them in writing.

26.5 Subject to the provisions of Article 26.7 evaluations of teaching effectiveness which meet the requirements of this Article may be used in consideration of renewal of appointment (Articles 6 and 9), tenure (Article 6), or confirmation (Articles 11 and 12), promotion (Article 10), or denial of increments (Article 41) provided for in this Collective Agreement.

26.6 All evaluations of teaching used for purposes of career decisions shall meet the requirements of this Article. Evaluations of teaching used for other purposes shall be used only with the permission of the employee.

- 26.7
- (a) Student teaching evaluations shall be conducted in all courses having enrolments of five (5) or more students.
 - (b) Student teaching evaluations compiled before the date of ratification of this collective agreement shall not be used in any career decisions without the express written consent of the instructor, unless such evaluations are of courses designated pursuant to Article 26.7(b) of the collective agreement signed on April 11, 1989.
 - (c) the data from all courses shall be compiled to determine department, faculty and University norms as required;
 - (d) at the beginning of the academic year, each instructor will designate at least two (2) courses for which the evaluations may be used for career decisions in accordance with Article 26.5; in exceptional circumstances and with the agreement of the dean, the instructor may, at least two (2) weeks before the end of classes, change the above designation of courses;
- (a) where possible, at least one of the designated courses shall be a course having an enrolment of at least twenty (20) students;

- (b) the data derived from the evaluation of courses not so designated shall be returned directly to the instructor after FGR's are complete; and,
- (c) nothing herein shall prevent an employee from placing on his/her personnel file evaluations from courses other than those designated pursuant to (c) above, and requesting that these additional evaluations be considered in career decisions in accordance with Article 26.5.

Article 27: Employment Of Non-members

27.1 (a) The employer agrees not to employ non-members of the bargaining unit to teach courses in the Summer Session without first circulating the advertisement of all such courses to members of the bargaining unit.

(b) The employer shall 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.

(c) When an instructor to teach a Continuing Education course is to be sought through advertisement, the employer shall first post the advertisement within the University and only if no suitable applicant is found within the bargaining unit shall the advertisement be published outside the bargaining unit.

27.2 (a) (i) The employer recognizes the desirability of minimizing sessional lecturer expenditures.

(ii) In each academic year, the number of full-course equivalents that may be taught by non-members of the bargaining unit during the Fall and Winter terms (excluding those taught by persons referred to in Articles 27.3, 27.4 and 27.5 and academic staff retired from Carleton University) shall not exceed y where $y=0.404 \times$ the number of members paying dues to CUASA or charity as reported on the November dues print-out transmitted to CUASA by December 10.

(iii) For the period 2003-2006 only, the number obtained using the formula set out in (ii) above shall be increased by 50%. On April 30, 2006, Article 27.2(a)(iii) shall cease to have effect and the provisions of Article 27.2(a)(ii) shall govern.

(b) In the event of a declaration of financial stringency by the Board of Governors pursuant to Article 17, the employer shall reduce the amounts as determined in Article 27.2 (a) by 60% within twelve (12) months of such declaration.

27.3 Nothing herein shall prevent persons holding professorial rank, who occupy academic or administrative posts or serve as members of the Board of Governors and are employed full-time, from doing academic work at Carleton University.

27.4 Nothing herein shall prevent the performance of instructional duties by students currently registered in a program in the Faculty of Graduate Studies at Carleton University in accordance with the rules of that Faculty as of the signing of this Collective Agreement.

27.5 Nothing herein shall prevent the performance of instructional duties by sessional lecturers hired to replace employees who have been granted research release time, discretionary leave of absence for compassionate reasons, sick leave, or course relief under Article 18.8(c).

(a) The employer agrees to provide the Association by June 30th of each year, with a report on the number of full-course equivalents taught in accordance with Article 27.2 during the previous academic year.

(b) In addition, within two (2) months of the beginning (of classes) of the Fall Term and the Winter Term, the employer agrees to provide the Association with the numbers, by department, of non-members appointed to teach and the number of courses to be taught by non-members.

27.6 Except as provided for in this Article, no instructional work in the credit programs of the University shall be performed by non-members of the bargaining unit.

Article 28: Dues Check-off

28.1 (a) The employer agrees to deduct monthly dues as assessed by the Association from the salaries of all members of the bargaining unit on a continuing basis.

(b) Employees who, prior to 1982, have previously affirmatively expressed to the Association religious or conscientious objection to the paying of dues or other assessments to a trade union, and whose objections have been accepted by the Association, may continue to have a sum equivalent to Association monthly dues deducted by payroll check-off and remitted on his/her behalf to a charitable organization chosen by the employee from the list mutually agreed upon between the employer and the Association (Appendix F).

28.2 Dues Remittance

The amounts deducted under Article 28.1 shall be remitted monthly to the Association no later than the tenth (10th) day of each month. The employer shall subtract any sum to be paid to charitable organizations prior to each monthly remittance to the Association. The Association shall advise the employer in writing one (1) month in advance of any changes in the amount of regular monthly dues. The employer shall inform the Association of the names and ranks of the employees from whose salaries deductions have been made and the amounts so deducted from every employee's salary, on a regular basis.

28.3 The Association will indemnify and hold the employer harmless for any and all claims which may be made against the employer for amounts deducted under this Article.

Article 29: Correspondence

29.1 A copy of each and every piece of correspondence passing between the Association and the employer shall be sent to the Director of Human Resources and the office of the President of the Association. Where written notice is specified in the Collective Agreement, the Carleton University internal mail will be deemed adequate means. Where receipted delivery is specified, the receipted delivery facilities of the internal mail service may be used, unless the intended recipient is known to be off-campus in which case registered mail with acknowledgement of receipt shall be used.

Article 30: Complaints, Grievances And Arbitrations

30.1 The parties agree that they will use their best efforts to encourage informal, amicable and prompt settlement of complaints and grievances arising from the interpretation, application, administration or alleged violation(s) of this Agreement. However, the parties recognize that one of the corner-stones of collective bargaining is a viable grievance procedure allowing for a prompt and fair hearing of matters arising from the interpretation, application, administration or alleged violation(s) of The Agreement. Except as otherwise provided in this Agreement, the procedures outlined below shall be the sole method for the resolution of complaints or grievances arising from the interpretation, application, administration or alleged violation(s) of this Agreement. There shall be no discrimination, harassment or coercion of any kind by either party or their agents against any person who elects to avail or not to avail him/herself of these procedures.

30.2 (a) The Association and the employer shall have the right to be present at all steps of the complaint and grievance procedure. If so requested by the grievor, the Association shall have the right to represent the grievor at all steps. Notwithstanding the preceding, however, only the Association and the employer shall have the right to proceed with grievances beyond Stage 2.

(b) The parties shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article.

30.3 All communications required by this Article to be in writing shall be circulated or delivered by receipted internal mail or, when appropriate, by Canada Post Office registered mail, with acknowledgement of receipt.

30.4 Definitions

(a) Grievance: A grievance is a claim by an employee or a group of employees, by the Association, or by the employer that there has been a violation, misapplication or misinterpretation of the terms of this collective agreement.

30.4 (b) Employee Grievance: An employee grievance is a claim by an employee, who is solely affected, that the terms and conditions of this agreement have been violated, misapplied or misinterpreted.

(c) Association Grievance: An Association grievance is one involving more than one employee or involving bargaining unit or association rights, or any dispute arising directly between the employer and the Association concerning the interpretation, application or alleged violation of the collective agreement.

(d) Employer Grievance: An employer grievance is one in which the employer believes that the Association has violated, misinterpreted or improperly applied the terms and conditions of this collective agreement.

30.5 Employee Grievances

(a) Stage 1

It is understood and expected that an employee will discuss with his/her dean/director/librarian any matter relating to an alleged grievance. The dean/director/librarian shall notify the Director of Human Resources and the Association of any complaint giving rise to such a discussion. This discussion is to be informal in nature and directed at improving communication and solving problems. The dean/director/ librarian shall notify the Director of Human Resources and the Association of the result of this discussion. The employee shall complete the section of the grievance form headed 'details of complaint stage'.

(b) Stage 2

An employee who is not satisfied with the results of the informal discussion at Stage 1 and who believes that he/she has a grievance shall, within twenty (20) working days of the event giving rise thereto or of the date on which the employee first knew or reasonably could have known of such event if that date is later, consult the Association, and report to the dean/director/ librarian in writing (with a copy to the Association and the Director of Human Resources on the grievance form provided by the employer for that purpose. The report shall set forth, in the space provided, all of the following:

- (i) the nature of the grievance;
- (ii) the facts upon which the grievance is based;
- (iii) the remedy sought;
- (iv) the result of the informal stage; and
- (v) the article(s) of this agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.

30.5 (b) The employee shall sign the form and, with or without an Association representative, shall ensure its transmittal to his/her dean/director/librarian. Alternatively, the employee may request an Association representative to present the signed grievance form to the dean/director/librarian on his/her behalf. The dean/director/librarian shall have ten (10) working days from the date of receipt of the grievance form in which to render a decision in writing.

(c) Stage 3

If the decision at Stage 2 does not resolve the grievance, the Association may refer the matter to a Grievance Sub-Committee (as per Article 30.6) within ten (10) working days from the date of receipt of the Stage 2 decision. The appeal shall be in writing and shall include a copy of the grievance filed in Stage 2, a copy of any decision of the dean/director/librarian and a statement of the reasons for the disagreement with the decision. Within five (5) working days of the receipt of the appeal, the Grievance Sub-Committee shall call a meeting with representatives of the Association and the employer. The Association representatives shall make representations on behalf of the employee. The Grievance Sub-Committee shall assist the parties in their efforts to resolve the alleged grievance through fact-finding and negotiations. The Grievance Sub-Committee shall at the request of the parties render a written report within thirty (30) working days of its final meeting with the parties.

(d) Stage 4

If the efforts of the parties at Stage 3 to resolve the grievance are unsuccessful, the Association may, within ten (10) working days of the completion of the discussions within the Grievance Sub-Committee or the receipt of its written report, submit the matter to binding arbitration. The Association shall notify the employer in writing of such action.

30.6 **Grievance Sub-Committee**

The parties agree that they will, through the JCAA, establish, from time to time, a Grievance Sub-Committee composed of equal numbers of representatives of the employer and the Association. The terms of reference for a particular Grievance Sub-Committee shall be specified by the JCAA. Notwithstanding the preceding, the parties agree that the main functions of such sub-committees as are created from time to time are:

- (a) to assist the parties in resolving grievances through fact-finding;
- (b) to assist the parties in resolving grievances through negotiations;
- (c) to assist the parties in resolving grievances by rendering reports concerning the alleged grievance, when so requested.

The parties may by agreement at the JCAA decline to appoint a Grievance Sub-Committee, in which event the Association shall be entitled to proceed directly to Stage 4.

30.7 **Association Grievance**

Association Grievances shall normally follow the procedures outlined under Article 30.5. However, where a dispute arises directly between the employer and the Association concerning the interpretation, application or alleged violation of the collective agreement, the Association may elect to bring an Association grievance directly before a Grievance Sub-Committee and, in such an event, shall do so on or before the last day it would be entitled to do so under the provisions of Article 30.5.

30.8 Employer Grievance

In a dispute arising directly between the employer and the Association concerning the interpretation, application or alleged violation of the collective agreement in which the employer is the grievor, the employer may elect to bring an employer grievance directly before a Grievance Sub-Committee and, in such an event, shall do so on or before the last day as provided for under the provisions of Article 30.5.

30.9 Exclusions from the Grievance Procedure

(a) Recognizing that certain review procedures involving complex forms of academic peer judgement have evolved out of continuous practical experience, the parties agree that the grievance procedures under this Article shall not be available for resolution of disputes, exclusively concerned with employment equity appointments (Article 9.3), faculty promotions (Article 10.1 - 10.4), renewal of preliminary faculty appointments (Article 6.2(a)), tenure (Article 6.2(a)), lay-offs (Article 17.4, 17.5, 17.6, 17.10, 17.12 and the *Document on the Release of Teaching Staff in Times of Financial Stringency*, Appendix D to the Collective Agreement), and dismissal for cause of faculty employees (Article 6.2(a)), professional librarian employees (Article 11.4), Instructor employees (Article 12.5), except where the employee or the Association alleges violation of Academic Freedom under Article 4, or discrimination under Article 5 of this Collective Agreement, or except where the employee or the Association alleges that a violation of the procedures established in Article 10 or under the Senate/Board document entitled *Procedures Concerning Tenure, Dismissal and Related Matters*, as approved by the Board of Governors on the 27th June, 1972 and as amended by the Board of Governors on the 4th October, 1972, and as modified by this Collective Agreement has occurred.

(b) For the purposes of this Article "procedure" shall mean the fact or manner of proceeding or going on and shall not mean the manner of interpreting guidelines or criteria.

30.10 Failure to Respond

(a) In the event that the employer fails to reply to a complaint or grievance within the prescribed time limits in this Article the Association or the grieving party may submit the complaint or grievance to the next step.

30.10 (b) In the event that the Association or the grieving party fails to submit the complaint or grievance to the next step in the grievance procedure within the time limits expressed in this Article, the employer shall notify the Association and the grieving party of the expiration of the time limit. The Association or the grieving party shall then have an additional five (5) working days from the receipt of such notice to request an extension of the time limit. In the absence of a response to such a written expiration notice the complaint or grievance shall be considered settled without setting a

precedent.

(c) **Abandonment**

A grievor may, by written notice to the appropriate dean/director/librarian, abandon a grievance at any time during the grievance process. If the grievance has been presented with the support of the Association, the employer shall notify the Association that the employee has abandoned the grievance. The abandonment of a grievance shall not prejudice the position of the Association in dealing with grievances of a similar nature.

30.11 Arbitration

(a) In the event that the decision of the Grievance Sub-Committee does not resolve the grievance, the Association may serve notice within ten (10) working days of receipt of the Committee's decision that it intends to proceed to arbitration. The Association shall have the right to carry Association grievances as described in Article 30.7 to arbitration.

(b) Notwithstanding the preceding, the parties agree that, in any case involving academic freedom, a decision of the Association not to pursue the matter to arbitration shall not prevent the individual grievor from seeking the advice of CAUT, and, on the positive recommendation of CAUT, in which case a further period of ten (10) working days shall be provided beyond the provisions of Article 30.11(a) for such consultation to take place, proceeding to arbitration under this Collective Agreement.

30.12 Appointment of Arbitrator

The parties hereby authorize and appoint the persons listed at the end of this Article to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. The arbitrators shall be requested to serve singly according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed three (3) months, the next arbitrator in order shall be selected and so on until one of the arbitrators is available. For the next arbitration thereafter, the arbitrator who was listed after the arbitrator last selected shall be next in line. By mutual consent, however, any listed arbitrator may be selected out of turn. If in the event that none of the arbitrators is available within a reasonable time, but in any case not to exceed three (3) months, an arbitrator outside the panel shall be selected by mutual consent. If such agreement cannot be reached within twenty-two (22) working days the parties agree to request the Ministry of Labour for authority

30.12 to appoint an arbitrator in accordance with the provisions of Section 44(4) of the Ontario Labour Relations Act. It is agreed, however, that any of the names may be stricken from the list during periods when no arbitrations are pending by either party on one (1) month's written notice, provided that the parties agree to replace those names stricken from the list within one (1) month following such notice. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in process.

Panel of Arbitrators:

Owen B. Shime
D.M. Beattie
D.A. Soberman
M. Teplitsky
Arthur M. Kruger
D. Kates

30.13 **Limits on Arbitration**

The arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Collective Agreement nor substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Collective Agreement, provided, however, that the arbitrator will not be barred on the basis of a minor technical irregularity from hearing a grievance and rendering an award.

30.14 **Expenses**

The parties will jointly share the fee and expenses of the arbitrator.

30.15 **Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended by the consent in writing of both parties, such consent to be signed by the Contract Administrator on behalf of the employer and by the President of the Association on behalf of the Association.

Article 31: Strikes Or Lock-outs

31.1 There shall be no strikes or lock-outs (as defined in the Ontario Labour Relations Act) as long as this Collective Agreement continues to operate, except as provided for in Article 33 (Duration and Continuance of the Collective Agreement).

Article 32: Negotiation Procedure

32.1 The employer acknowledges the right of the Association to appoint or otherwise select a Bargaining Committee.

32.2 The Association will notify the employer in writing of the names of the Bargaining Committee members named by the Association and only those Bargaining Committee members shall be recognized by the employer.

32.3 Either party may, within the period of ninety (90) days prior to the expiry of the Collective Agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal of the Collective Agreement.

32.4 Meetings shall be held at a time and place fixed by mutual consent.

32.5 Nothing in this Collective Agreement shall prevent its subsequent amendment with the written concurrence of the parties.

Article 33: Duration And Continuance Of The Agreement

33.1 Except as specifically otherwise provided herein, the Collective Agreement ratified by the parties on November 11, 2003 shall be binding and remain in effect from May 1, 2003 until and including the 30th day of April 2006.

33.2 This Collective Agreement, however, shall continue in force, including during any period of negotiation, until a new Collective Agreement is ratified by both parties, or until a strike or lock-out is declared.

Article 34: Binding Arbitration

34.1 The parties agree that in negotiating the collective agreement for the period commencing May 1st, 2006, all non-monetary issues shall be settled prior to arbitration on monetary issues. Included within the meaning of non-monetary issues shall be the principle of introducing new forms of benefits. (The cost-sharing of such new benefits, if agreed to in principle, shall be a monetary issue). Any dispute as to whether a proposal on benefits constitutes a new form of benefits shall be settled at an arbitration as outlined in Article 34.2 before the monetary issues are submitted to arbitration. If agreement is not reached within sixty (60) calendar days of the agreement by the respective principals on non-monetary issues, either party may submit the unresolved monetary issues to a form of binding arbitration. The form of binding arbitration shall be that established pursuant to Article 34.3 below unless changed by agreement of both parties.

34.2 In any dispute as to whether a benefit issue is monetary or non-monetary, the parties agree to submit the dispute to an arbitrator chosen from the list of arbitrators in effect under Article 30.12 in the fashion specified in Article 30.12.

34.3 (a) The form of arbitration utilized shall be final-offer selection by a three (3) person board of arbitration.

(i) The three (3) person board of arbitration shall consist of one (1) appointee named by the employer, and one (1) named by the Association; the second of the two (2) appointees shall be named within ten (10) working days of the appointment of the first. The two (2) appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be chairperson, from a list agreed upon by the parties and attached hereto. Failing agreement by the parties' sidesmen within ten (10) working days, or within twenty (20) working days of the appointment of the first appointee, whichever is earlier, or in the case of unavailability in the forthcoming six (6) weeks of the person or persons selected from the list, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

(ii) The chairperson shall call a meeting of the parties with the final offer selection board at which meeting he/she will identify the separate issues on which the parties are to submit final offers and arguments, as well as the date for their submission. On the date determined by the chairperson each party shall submit its final offer and supporting arguments on each of the unresolved issues. After receipt of both parties' offers, the chairperson shall release the submissions to the opposite party. These final offers need not bear any relationship to the party's position at the bargaining table. The board may call a hearing in which the parties are given an opportunity to submit oral arguments in support of their submissions and to respond to questions by the board. No new evidence nor any changes of position may be introduced at this hearing.

(iii) The board shall in its award choose the final offer of either one (1) of the parties on each of the separate issues; the board may not introduce any new positions on any issues.

(iv) The parties agree to request the arbitrator and their appointees to make every effort to hear evidence and conclude proceedings within one (1) calendar month of appointment, and to make every effort to present their decision, which shall be final and binding, within two (2) calendar months.

(v) The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.

(vi) The arbitration board shall be encouraged to give reasons for the award.

34.3 (a) (vii) **Panel of Arbitration**

1. M. Teplitsky

(b) The parties agree that the arbitration board, shall consider, *inter alia*, whether and to what extent the following issues are relevant to the determination of the award on monetary issues: the employer's ability to pay; the cost of living settlements affecting comparable

groups of employees; and the University's need to retain qualified academic staff.

(c) Subsequent to the ratification of the Collective Agreement for the period commencing May 1st, 2003, either party may, by giving notice to the other party three (3) calendar months prior to the expiration of that Collective Agreement, terminate the agreement to submit unresolved monetary issues to a form of binding arbitration.

Article 35: Joint Committee For The Administration Of The Agreement

35.1 An Administration Committee composed of four (4) representatives of the employer and four (4) representatives of the Association shall be established within fourteen (14) days of the ratification of this Collective Agreement.

35.2 The Administration Committee shall perform the various functions assigned in the Articles of this Collective Agreement to parity or bilateral committees provided that the parties may agree to establish subcommittees on a parity basis to perform particular functions assigned by particular Articles if they are of the opinion that this will expedite the better administration of the Collective Agreement.

35.3 In addition to performing the tasks specifically assigned to parity or bilateral committees in this Collective Agreement, the Administration Committee shall administer this Collective Agreement in a spirit of cooperation and mutual respect, shall seek the timely correction of conditions which may give rise to misunderstandings and shall be the forum for the exchange of information specified in Article 23.

35.4 The Administration Committee shall meet as necessary but at least once a month during the academic year. Either party may call a meeting on five (5) days' written notice. The parties shall exchange written agendas in advance of each meeting. While a quorum shall be six (6) members with three (3) representatives of each party present, minutes of decisions shall not constitute Memoranda of Agreement unless signed by those persons authorized by each party.

35.5 The provisions of this Article shall be subject to Article 7 and Article 30.

35.6 (a) The parties agree to establish a sub-committee of the JCAA to examine all matters including terms and conditions of employment relating to courses which are:

- (i) taught by correspondence or teleconferencing at off-campus locations;
- (ii) videotaped, recorded, broadcast or televised;
- (iii) transmitted or received via the Internet or World Wide Web; or,
- (iv) taught by similar means of delivery.

(b) (i) the parties shall each appoint three (3) members to the sub-committee by January 15, 2002.

- (ii) the sub-committee shall provide a report to the JCAA by September 15, 2002.

Article 36: Health, Safety And Security

36.1 The employer recognizes a responsibility to provide an environment intended to protect the health, safety and security of employees as they carry out their responsibilities. To that end, the employer agrees:

- (a) subject to availability of medical resources, to provide on-going emergency health services during regular daytime working hours for all employees;
 - (b) to maintain a committee on environmental health and safety with broad representation drawn from all sectors of the University, including at least one (1) representative appointed by the Association;
 - (c) to cooperate with the Association in making every reasonable provision for the safety, health and security of employees;
 - (d) to take reasonable measures to maintain the security of the buildings and grounds while at the same time maintaining reasonable access for employees who have a need for such access at times other than during regular working hours, provided that the employer shall consult with the Association prior to the announcement and/or implementation of any changes to existing policies or practices, since this Article 36.1(d) is exempt from the provisions of Article 6.3;
 - (e) to ensure that the Association has the right to appoint at least one (1) representative to any committee whose terms of reference include any of the matters referred to in this Article; and
 - (f) to comply, as a minimum, with the Occupational Health and Safety Act, S.O. 1980, as amended from time to time.
- 36.1 (g) that it has a responsibility to provide accommodation to employees with disabilities, and shall follow the policy and procedures set out in the Carleton Human Rights Policies and Procedures as they may be amended from time to time for dealing with accommodation requests.

36.2 (a) In return, individual employees shall assume an appropriate responsibility to respect and assist in the implementation of rules adopted to protect the health and safety of employees, and to maintain the security of persons and premises, and the Association will so encourage its members to do so.

- (b) An employee who obtains a doctor's certificate with respect to a health hazard in his/her working environment shall provide a copy of such certificate to the Joint Occupational Health and Safety Committee. The parties agree to request the Committee to investigate and, if warranted, make a recommendation within 60 days of its receipt of the certificate.

Article 37: Term Appointments

37.1 An appointment may be made in the term category in the following circumstances:

- (a) where there is a position exclusively associated with particular non-recurring programs or situations, including the replacement of an employee on leave or the temporary filling of a vacant position while a competition is still open;
- (b) in the case of an individual of recognized distinction in his/her field who is on temporary leave from another position outside the University (Visiting Professors);
- (c) where there exists a position associated with an instructional program which is self-funding (i.e., funded from student fees), or funded to the extent of at least 50% from sources outside the University's normal operating funds;
- (d) when vacancies occur or new positions are created as a direct result of:
 - (i) the development of a new program;
 - (ii) the modification of an existing program;
 - (iii) the resignation of an employee first notified to the employer between June 1st and September 1st of any year, providing that the term replacement is appointed with an effective date between June 1st and December 31st of that year;
 - (iv) a Senate declaration that a program is established on a probationary basis (i.e., subject to review), and only for that specified period of the probation.

37.1 (e) A term appointment may also be offered to an employee on preliminary appointment as an alternative to the granting of tenure, in accordance with the provisions of the *Tenure and Dismissal Document*.

37.2 A term appointment may be of any duration, except that:

(a) it shall be limited by the maximum time limits governing consideration for tenure or confirmation; and,

(b) only for a position consistent with the conditions of Article 37.1(a), (b), (c), or (d) (iii) may it be made for a period of less than one (1) year.

37.3 An employee holding a term appointment may be granted a renewal of term appointment or a preliminary appointment without the requirement for external advertisement and competition. Such renewal or conversion shall be subject to the procedures for recommending appointments in the appropriate academic unit or subunit.

(a) (i) While a term appointee cannot assume renewal of his/her contract, renewal shall take place if:

(1) there is a further need for the same type of employee, and

(2) where the position has been advertised, his/her qualifications and experience are demonstrably equal to those of the best external applicant who meets the requirements of the position.

(ii) If the position to which an employee is appointed for a one-year term becomes available for a second year or longer the employee shall be notified in writing by the appropriate dean within one (1) month of the availability becoming known and, in any case, prior to March 1 and invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the current academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.

(iii) If the position to which an employee is appointed for a two (2) or three (3) year term becomes available for a period longer than the period of the initial appointment term, the employee shall be notified in writing by the appropriate dean by December 15 in the final year of his/her term or within one (1) calendar month of the availability of the position becoming known, whichever is later, and in no case later than March 1, and be invited to apply for reappointment. He/she shall be informed at the same time as to whether the position is to be advertised and subject to open competition in the same academic year or whether, if he/she desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.

37.3 (a) (iv) In the event that such notification is made after March 1 the incumbent shall be reappointed, if he/she so desires, and the advertisement and open competition deferred until a subsequent year, should the position continue to be available.

(v) In any of the above cases, the employee shall have ten (10) working days to respond. A non-response shall be interpreted as indicating a decision not to stand for reappointment.

(vi) An employee shall not be required to compete for the position more than once after the initial competition for an appointment.

(b) When an employee is considered for a renewal of a term appointment, such consideration shall include reference to academic employees performing similar work, and comparison with other employees of comparable experience.

(c) An employee employed under successive term appointments must in the fifth (5th) year of such employment be considered for tenure or confirmation.

(d) If a term appointment is not to be renewed, the employer shall notify the employee, in writing, at least six (6) months in advance of the termination date. If the reason(s) for termination are other than those implicit in the letter of appointment they shall be stated.

37.4 Terms and conditions of employment for term appointees shall be the same as for other employees as specified in this Collective Agreement except for the Pension Plan which is specifically restricted with respect to term appointees whose appointment is limited to less than twelve (12) months. If a term appointee has less than a full workload or a term of less than a full year, the salary and other compensation shall be correspondingly prorated. Visiting professors eligible for or receiving similar benefits elsewhere, shall not, as a condition of employment, receive employee benefits, other than the agreed salary, at Carleton University.

37.5 Compensation and workload for term appointees shall be as specified in this Collective Agreement.

(a) For term appointments of less than one (1) year, both compensation and workload shall be prorated by reference to similar employees performing similar work and employed on appointments of one (1) year or longer. Anyone on term appointment for less than one (1) year who is rehired shall be deemed to be a continuing employee in the context of the Collective Agreement.

(b) Visiting professors, as defined in Article 37.1(b) shall be exempt from the provisions of Article 37.5(a).

37.5 (c) All term appointees shall be eligible for leaves and all employee benefits (except where prohibited by the plan), and the established cost-sharing arrangements, with the single exception of visiting professors as described in Article 37.4 above.

37.6 In departments or equivalent where a preliminary or permanent position is to be filled, a term appointee then employed by the University shall be given preference over any other applicant from outside the University, providing that his/her qualifications are demonstrably equal to those of the best external applicant who meets the requirements of the position.

37.7 Years of service accumulated on term appointments shall be counted in the same way as years on preliminary appointment for purposes of consideration for tenure, confirmation, and promotion.

37.8 Whenever possible, letters of appointment of term appointees shall be issued at least two (2) months prior to the date of commencement of duties and in all cases shall be specific as to terms and conditions of employment.

37.9 **University Research Fellows/Canada Research Fellows**

(a) Employees appointed under the terms of the National Science and Engineering Research Council Fellowship Programme and the CRF Programme of the Social Sciences and Humanities Research Council shall be considered term appointees in the category set out in Article 37.1(c) and shall be covered by all of the provisions of the Collective Agreement appropriate to employees in that category except as hereinafter modified.

(b) NSERC Fellowship appointments shall be governed by the NSERC Regulations (May, 1980 as revised in August, 1985) and the provisions of Article 9 shall not apply to such appointments or to CRF appointments.

(c) With respect to workloads, the CRF/NSERC Fellowship programme regulations shall apply and the provisions of Article 13 shall not apply.

(d) Articles 37.2(a), 37.3(a) and 37.3(c) shall not apply to University Research Fellows.

(e) Employees appointed under the CRF/NSERC programme will be appointed to the position of University Research Fellow, and will be assigned a nominal professorial rank equivalence consistent with the employee's background and experience and the NSERC Regulations.

(f) (i) A University Research Fellow may be appointed to faculty rank when:

(1) a suitable vacancy exists; and

37.9 (f) (i) (2) where the position has been advertised, his/her qualifications are demonstrably comparable to those of the best external applicant who meets the requirements of the position.

(ii) In the event of appointment to faculty rank, the professorial rank equivalence and years of service at Carleton as a University Research Fellow shall be used to

determine the rank to which they are appointed and their subsequent eligibility for consideration for promotion, and years of service at Carleton as a University Research Fellow shall be used to determine sabbatical entitlement.

(iii) For the purposes of tenure consideration, years of service in paragraph A3 of Appendix A to the Collective Agreement shall mean years of service since appointment to faculty rank.

37.10 Non-Credit Language Teaching in SLALS

(a) Eligibility

Subject to satisfactory performance, availability of funds and a continuing need, a non-Credit Language Teacher in SLALS who is in the bargaining unit pursuant to Article 13.4(d)(i) for at least ninety (90) weeks during any consecutive five (5) year period shall be eligible for automatic appointment to a special term position in accordance with the special provisions outlined in this article as follows:

(i) 50% of the Non-Credit Language Teacher complement with the longest service in the 37.10 category shall be offered thirty-six (36) month term positions; and,

(ii) the remaining complement shall be offered twelve (12) month term positions.

(b) Terms and Conditions of Appointment

(i) Once the eligibility requirements in (a) above have been met the individual shall be offered a term position which shall be automatically renewable subject only to satisfactory performance, the availability of funds and a continuing need.

(ii) Such appointment shall commence in the term immediately following the term in which the employee becomes eligible in accordance with Article 37.10(a) above.

(iii) Non-Credit Language Teachers covered by 37.10 shall be listed by seniority on the basis of the first hired to a 37.10 position being the most senior teacher. The seniority listing will be provided annually in writing to each Non-Credit Language Teacher. The format of the list shall be mutually agreed by the parties.

37.10 (b) (iv) In cases where funds are unavailable and/or there is no continuing need, Non-Credit Language Teachers who have been in the bargaining unit pursuant to Article 13.4(d)(i) for at least ninety (90) weeks during any consecutive five (5) years and who are thereby eligible for appointment shall be listed by seniority of attaining the service eligibility and any future available appointments shall be offered to each person on the list starting with the most senior. The seniority listing will be provided annually in writing to each Non-Credit Language Teacher. In order to maintain their seniority, Non-Credit Language Teachers must continue to have the requisite amount of service but over the immediately preceding five (5) year period. Non-Credit Language Teachers who would not qualify to be maintained on the seniority list due to insufficient work shall, nevertheless, continue on the seniority list for a period of one (1) year. The format of the list shall be mutually agreed by the parties.

(v) Each appointee shall necessarily be offered a full-time workload in the non-credit teaching program of SLALS of a maximum of five hundred and forty hours (540) normally distributed as fifteen (15) contact hours per week over thirty-six (36) weeks, except as provided for

in (vi) below.

(vi) In instances where there are insufficient funds and/or need for an additional full-time Non-Credit Language Teacher but sufficient funds and need for a Non-Credit Language Teacher working nine (9) or more hours per week, then an appointment shall be offered in accordance with the provisions of (v) above based on a reduced workload until such time as a full workload is available at which time the appointment shall be altered to full-time subject to agreement of the employee.

(c) Workload

(i) Workload assignments shall be based on thorough consultation with the Non-Credit Language Teachers sufficiently in advance of scheduled instruction to permit the Non-Credit Language Teachers adequate time to prepare and shall normally be accomplished by mutual agreement between the employer and the employee. In cases of disagreement, the matter shall be decided by the appropriate dean.

(ii) Subject to mutual agreement, appointees may undertake teaching in the credit program as part of the workload identified in (i) above but such workload shall be consistent with the limits on sessional teaching contained in Article 2.5.

(iii) Testing work, administrative duties, special contracts or material development beyond courses contracted for shall be considered work falling outside the scope of this article. Non-Credit Language Teachers may carry out such duties for remuneration beyond that specified in this collective agreement subject to mutual agreement between the employer and the employee.

37.10 (c) (iv) Each appointee has the right to a full-time workload but may at their request teach a workload less than full-time which shall not be less than nine (9) hours per week and any such reduced work-load shall not affect seniority or their right to revert to a full-time workload.

(d) General Terms and Conditions

(i) Such appointees shall not be eligible for tenure or confirmation and there shall be no limit to the number of successive appointments a person could receive.

(ii) Such appointees may decline a 37.10 appointment for up to one (1) year (or at the employer's discretion, two (2) years) and this shall not affect seniority entitlements which have been accumulated, nor shall seniority entitlements be accrued during any such period.

(iii) There shall be no provision for sabbaticals; however, upon appointment to instructor or faculty rank, the provisions of Article 21.1(e) shall apply.

(iv) A Non-Credit Language Teacher may transfer to Instructor rank when:

(1) a suitable vacancy exists and there are no other suitable term appointees; and,

(2) where the position has been advertised, his/her qualifications are demonstrably comparable to the best external applicant who meets the requirements of the position.

(v) Article 26 shall apply to this category of employees and the evaluation instrument shall be the one adapted for this group of students subject to final approval by the JCAA.

(vi) The provisions of Article 15.3(b)(i)-(vii), (xi) and 15.3(c) shall apply to this category of employees and they shall have the right to receive notification of and attend departmental board meetings as observers.

(vii) The employer shall prepare and sign contracts with Non-Credit Language Teachers specifying any information pertaining to the duties and remuneration of this type of employee. Such contracts shall be consistent with this Article and shall express the remuneration in annual terms.

37.10 (d) (viii) In the event that lack of funds and/or continuing need means that there is insufficient work for 37.10 Non-Credit Language Teachers, part-time appointment(s) shall be offered subject to mutual consent between the employer and the employee(s). Thereafter, the available work shall be assigned on the basis of seniority. Qualified 37.10 Non-Credit Language Teachers not reappointed pursuant to this article shall have priority over hourly Non-Credit Language Teachers for appointments pursuant to Article 13.4(d)(i).

(ix) Salary shall be in accordance with Article 45.4(b) and shall be pro-rated for workloads of less than full-time (full-time shall normally mean five hundred and forty (540) contact hours per year).

(e) In cases where the employer seeks to rely on insufficient funds and/or continuing need to reduce or eliminate positions pursuant to this article, the employer agrees to provide the Association with an annual report of all funds generated in the ESL program and expenditures against these funds.

Article 38: Transfers

38.1 Faculty and Instructor Employee Transfers

The employer may transfer an employee either partially or fully from one academic unit or sub-unit to another, providing that:

- (a) the employee agrees voluntarily to such transfer;
 - (b) such transfers apply to tenured or confirmed employees only;
 - (c) the employee has the right to be represented by the Association at all stages of the discussions concerning the proposed transfer;
 - (d) the employee's rights with respect to promotion, sabbatical, and all other provisions of this collective agreement be fully specified and protected;
 - (e) all terms and conditions attached to such a transfer be fully set out in a letter from the President to the employee;
 - (f) for a period of not less than two (2) years following the transfer or following the conclusion of the retraining period, if any, the employee shall not be denied the Career Development Increment regardless of the results of assessment of his/her performance, which assessment shall be undertaken solely for the information of the employee and the employer;
 - (g) retraining, where appropriate, be provided at the employer's expense and no employee shall be denied a CDI during any such period of retraining; and,
- 38.1 (h) in recognition of the exceptional contribution that an employee makes by changing his/her field and participating in a program of retraining pursuant to an agreement between himself/herself and the appropriate dean(s) a special Scholarly Achievement Fellowship shall be awarded upon the successful completion of such a retraining program. The value of the Scholarly Achievement Fellowship shall be a lump sum of \$1,000.00. Normally, Scholarly Achievement

Fellowships shall not be awarded for retraining programs which are less than the equivalent of one (1) year's program of study.

38.2 Librarian Transfers

(a) Where the assignment of duties in the Library requires a transfer, such transfer shall be implemented with reasonable notice and prior consultation with the professional librarian employee involved, in the course of which the reasons for the transfer shall be given in writing.

(i) All such cases of transfer shall acknowledge the specialties and qualifications of the professional librarian employee involved.

(ii) If the professional librarian employee involved disagrees with the transfer action taken, he/she shall have recourse to the Grievance Procedure as outlined in Article 30 of this Agreement.

(iii) A grievance entered in relation to a transfer action as described in this section may be initiated whenever notice of transfer is received, and in such cases the transfer will not take place until after the grievance has been resolved.

(iv) The Association shall be notified of a pending transfer at the same time as the employee concerned.

(b) Such transfers apply to confirmed employees only.

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

38.3 An employee may initiate a proposed transfer by written application to the appropriate dean; or in the case of transfer to or within the Library, by written application to the University Librarian.

(a) Any unit or subunit (exclusive of the Library) with an available position must give notice of it to members of the bargaining unit by an appropriate means.

(b) Preference must be given to an applicant from the bargaining unit wishing to transfer if his/her qualifications are demonstrably equal to those of applicants from outside the bargaining unit.

38.3 (c) An employee may justifiably use his/her sabbatical leave (Article 21), or any other form of leave (Article 20.1 and 20.2), in study or any other preparation appropriate to achieving the qualifications pre-requisite to potential transfer, including employment in the subunit to which he/she would transfer.

(d) If the employee seeking a transfer is subject to lay-off as a result of the implementation of the provisions of Article 17 (Financial Stringency), the consideration of his or her qualifications for the new position will take into account any improvement in those qualifications which have accrued from retraining, or would be reasonable to expect to accrue from the retraining provided for in Article 38.6 below.

38.4 The employer recognizes that in no way does transfer constitute a criticism of any sort or degree of the transferred member's prior performance of his/her academic duties.

38.5 Any employee transferred to another position (unless the position requires exclusion from the bargaining unit) within the Library, in accordance with the provisions of Article 38.2, or between subunits outside the Library, at either the employer's or the employee's initiative, shall retain his/her rank, salary level, and all other terms and conditions of employment, and without limiting the generality of the foregoing:

- (a) eligibility for sabbatical shall not be prejudiced or delayed in any way by transfer;
- (b) any consideration of a transferred employee for subsequent promotion, or any increment(s) shall give full credit for his or her service prior to transfer;
- (c) where scholarship and research are relevant as judged by the appropriate peer evaluation committee, to the subsequent promotion of a transferred employee, the employer shall also give full credit for his/her scholarly achievement prior to transfer as well as subsequent to transfer.

38.6 Subsequent to a declaration of financial stringency in accordance with the provisions of Article 17, the employer shall offer the opportunity of retraining, under the provisions of Article 20.2 to any employee whose retraining and subsequent transfer would lessen the necessity of lay-off for that employee or other employees.

- (a) The pay and benefits of an employee receiving retraining under the provisions of this Article shall be subject to acceptance by the employee.
- (b) Such retraining leave shall normally be supposed to last one (1) full academic year, though other arrangements may be made with the consent of the employee concerned.
- (c) Any employee retrained under the provisions of Article 38.6 shall be given preference for vacancies as provided for in Article 38.3(b) and where the provisions of Article 17.8(c), (d), (e) and (f) apply.

38.7 **Secondment**

Temporary secondment of an employee to teach a course (or half-course) offered by an academic unit or sub-unit other than his/her own shall be subject to the provisions of Article 38.1(a)-(e) above and in addition a seconded employee shall not, for the period of the secondment, be denied a CDI.

Article 39: Copies Of The Agreement

39.1 At the conclusion of negotiation, the employer shall prepare six (6) official copies of the Agreement to be signed by the signing officers of the employer and the Association. Each party shall receive three (3) official copies.

39.2 The employer shall as soon as possible, and in any event within sixty (60) days after the

signing of this Agreement, put an electronic version of the Collective Agreement on the web. Employees shall, at their request, be provided with a print copy or a copy on disk by the Department of Human Resources.

39.3 Distribution of copies of the Agreement to new employees included in the bargaining unit, and to candidates (when required), shall be the responsibility of the employer.

39.4 Reproduction of the Collective Agreement shall be done through the Print Shop on Campus if possible.

Article 40: Benefit Plans

40.1 (a) For the period of this Agreement, Health Benefit Plans for employees will be those in effect as of May 1, 1998, as follows:

- (i) The Group-Life Insurance Plan;
- (ii) The Long-Term Disability Plan;
- (iii) The Extended Health Care Plan;
- (iv) The Dental Plan.

(b) For those who are eligible, membership in the Plans listed in (a) above is a condition of employment.

(c) For the purposes of the Extended Health Care and Dental Plans, spouse may include a person of the same sex as the employee with whom the employee has been cohabiting in a common-law relationship for a period of at least one (1) year.

(d) For the purpose of free tuition, the definition of spouse shall forthwith include same-sex spouse as defined in Article 40.1(c) above.

40.2 Health Benefit Plans - Cost-Sharing Arrangements

The employer shall contribute to the costs of Health Benefit Plans stipulated in Article 40.1(a) as follows based on premium rates in effect as of April 30th, 2003.

- (a) The cost of premiums for the Group Life Insurance Plan shall be borne wholly by employees.
- (b) The cost of premiums for the Long Term Disability Plan shall be borne wholly by employees.
- (c) For the Extended Health Care Plan, the full premium.
- (d) For the Dental Plan, the full premium costs.

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 Article 40.1(a) change on or after May 1, 2003, one-half (1/2) of the cost of such change shall be passed on to the employees. The employer will bear the remainder of the cost of such change.

(b) One-half (1/2) 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.

40.4 **Health Benefit Variations**

The practice of permitting variations in Health Benefits on written request in cases of immediate familial relationships between employees shall continue during the term of this Collective Agreement.

40.5 **Information and Reporting**

(a) The employer agrees to supply the Association with:

(i) a copy of the master policy of each of the Plans specified in Article 40.1(a);
and,

(ii) copies of all correspondence between the employer and the carrier of the respective Plans which pertain to dividends or other performance rebates.

(b) The employer agrees to report to the Association (in such a way as to not breach confidentiality of individuals) all problems arising with respect to the application of these Plans to employees.

40.5 (c) The employer shall maintain on a web site, an employment benefits booklet (similar to the July 1989 Employment Benefits booklet) which shall be updated by September 15 of each year. Employees may request copies of this document on disk or in print from the Human Resources Office at any time.

40.6 **Bilateral Health Benefits Committee**

(a) The parties agree to establish within thirty (30) days of the signing of this Agreement a bilateral Health Benefits Committee consisting of two (2) persons named by each party. The Committee will review all plans with respect to experience, administration, adequacy of coverage and rate changes, and will recommend to their principals such alterations to any plan(s) it deems necessary or desirable. No changes shall be made in respect to the benefit levels, coverages, or premium rates for the Group Life Insurance, Long Term Disability Plan, Extended Health Care or Dental Plan, listed herein except as a result of agreement between the employer and the Association or as may be required by law, except that changes in cost sharing arrangements may be made as provided in Article 40.3(a).

(b) The parties agree to refer to the Bilateral Benefits Committee the matter of benefit plan cost-containment. The committee shall submit a final report by October 31, 2002.

40.7 **Athletic Facilities**

All employees shall have free access to the facilities of Carleton University's Athletic and Physical Recreation Centre.

40.8 **The Carleton University Retirement Plan**

(a) The parties agree that the Carleton University Retirement Plan in effect as of April 30th, 2003, shall continue for the term of this Agreement, except that if the Plan is amended to modify the employer's obligation to fund the minimum guarantee fund beyond actuarial requirements, that amendment will take effect as provided by the amended plan.

(b) The parties to the Agreement undertake to cooperate with any external group or body having a *prima facie* legitimate interest in the Plan or University Pension Plans in general, such as the Federal or Provincial Governments and their agencies, and Associations representative of University administration and/or faculties, with a view to improving the pension benefits of employees.

(c) In respect of the foregoing, the employer undertakes to provide information concerning the funding, liabilities, terms and conditions of operations of the Plan to any group or body of the nature of those indicated, as soon as such information is available. Such information shall be presented in such a way as not to violate the confidentiality of individuals.

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 JCAA.

(e) Nothing herein shall be construed so as to restrict the right of the employer at its sole discretion, upon request from an employee, to reappoint the employee for such other period of time, or upon such other terms as the employer may choose, in accordance with the provisions of the Retirement Plan.

(f) The parties agree to take appropriate steps, jointly and individually, to provide information to eligible employees with particular emphasis on:

(i) the income tax implications and the potential net income effects of a reduced salary under Article 13.7.

(ii) the maintenance of benefits and pension contributions provided for under Articles 13.7 and 9.10.

(iii) the retirement planning benefit of exercising the option under Article 13.7.

40.9 **Pension Enrichment for Retired Faculty Employees**

The employer agrees to provide funds on an annual basis to enrich the pensions of those former employees who retired on or before the 30th of June, 1973, to the level of the Minimum Guarantee.

40.10 **Benefits for Retired Employees**

(a) Employees who retire at or after fifty-five (55) years of age, and who have at least five (5) years of continuous service at the University and who were members of the respective Plans at retirement will continue as members of the following Plans with the premiums paid for wholly by the employer:

(i) the Extended Health Care Plan; and

(ii) the Dental Plan.

(b) Employees who retire at or after fifty-five (55) years of age shall continue to have, access to the University Library, the athletic facilities and health services. A special I.D. card will be issued on request.

(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;

40.10 (c) (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 not be less than:

(1) \$9,630.00 per full-credit course or equivalent or \$5,290.00 for a one-half (1/2) credit course or equivalent for the period May 1, 2003 to April 30, 2006.

(2) For the period 2003-2006 only, the remuneration for teaching pursuant to (i) above shall be subject to a bonus of \$1,000 per full-course 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.

40.11 **Guaranteed Housing Loan Plan**

(a) The employer agrees to provide employees with access to a "University Guaranteed Housing Loan Plan" as described in this Article.

(b) **Eligibility:** Subject to the limitations described in Article 40.11(g), any employee covered by this Collective Agreement will be eligible to apply for a loan under this plan provided that the loan is specifically to assist in the purchase of a house or dwelling unit to be used as the principal residence of the employee.

(c) **Operation of the Plan:** The basis of this plan is that the applicant will borrow money as primary debtor from the Bank of Nova Scotia, Carleton University Branch, and Carleton University will guarantee repayment of such loan to the Bank subject to execution by the employee of a Second Mortgage in favour of Carleton University. First priority for guaranteed housing loans shall be to provide second mortgages for purchasing a first home or dwelling unit.

(d) **Interest Rate:** Because Carleton University has agreed to guarantee all loans made by the Bank under this plan, an agreement has been reached whereby the Bank will charge interest to employees at the following rates:

Term of Loan	Amount of Loan	Rate of Interest
1 - 10 years	up to \$10,000	Prime + 1/2%
1 - 10 years	\$10,000 - \$20,000	Prime + 3/4
10 - 15 years	0 - \$20,000	Prime + 1%
15 - 20 years	0 - \$20,000	Prime + 1-1/4%

40.11 (e) **Repayment Terms:** The maximum term for a loan is twenty (20) years and payment shall be in monthly instalments of principal and interest sufficient to amortize the loan over the loan period.

(i) Under the terms of the agreement between Carleton University and the Bank of Nova Scotia, it is required that all applicants open a Personal Account at the Carleton University Branch of the Bank of Nova Scotia and authorize Carleton University to deposit to that account such salary payments as are due them from time to time.

(ii) The balance of principal plus accrued interest owing at any time may be repaid without notice or bonus but any such arrangement for repayment must be made between the employee and the Bank.

(f) **Security for the Loan:** To secure its loan to the employee, the Bank will require a Promissory Note to be signed by the employee and guaranteed by the University.

(i) To secure its guarantee of the loan, Carleton University requires that the employee execute a Second Mortgage on the property concerned in favour of Carleton University.

(ii) So that Carleton University may properly record the contingent liabilities arising from this plan, employees must also authorize the Bank to inform Carleton University at any time of the state of the loan account.

(g) **Limitations:** The employer reserves the right to limit the total amount of such loans to members of the bargaining unit guaranteed under this plan to a maximum of \$950,000.00.

(i) The Bank of Nova Scotia will not be bound to make a loan to an employee even though that employee has obtained Carleton University's approval for a loan and if such approval is denied by the Bank the employee is deemed to be ineligible for a loan under this plan.

(ii) If and when the Bank does approve a loan, no money will be advanced to the employee until the Bank receives notice from Carleton University to do so.

(iii) No loans will be approved by Carleton University unless the employee has at least a 10% equity in the property in the case of a detached house, and up to 20% on other types of homes, as may be negotiated on an individual basis.

(iv) The maximum amount of loan to be made available to individual employees under the plan is \$20,000.

(h) **Cancellation of Loan:** Any loans given under this plan will contain the condition that the entire balance of any principal outstanding together with interest accrued becomes due and payable immediately if:

40.11 (h) (i) the employee ceases for any reason to be employed by Carleton University, except such loans shall be continued at the option of the employee until the employee ceases to receive salary payment from the University. Notwithstanding the provisions of Article 40.11(b) any employee recalled under Article 17.8(e) shall be eligible to apply for reinstatement of the loan previously guaranteed by the University;

(ii) the employee ceases to occupy as his/her usual and principal place of residence, the house for which the loan was made; or

(iii) the employee sells, conveys, assigns or otherwise becomes deprived of his/her interest in the said lands and premises.

(j) **Legal Costs:** The employee must pay all legal and administrative expenses

incidental to this loan including the costs of preparing the Second Mortgage documents and of obtaining an up-to-date survey of the property concerned. When the loan has been repaid, the employee is also responsible to arrange for a discharge of the Second Mortgage.

(k) **Application for Loans:** Each eligible employee who wishes to borrow money under this plan must complete an "Application for Guaranteed Housing Loan" which may be obtained from the Director of Finance's Office. If the Application is approved by Carleton University, the University will forward the Application to the Bank and the Bank will contact the Applicant to arrange for signing of the Promissory Note and payment of the monies.

40.12 **Tuition Waiver Program and Tuition Bursary Program**

(a) (i) Employees and, with the employee's written consent, their dependent(s) and spouse are eligible for free tuition for credit courses offered by Carleton University.

(ii) Dependents who meet minimum academic standards may make a written application for a bursary directly to the Bursary Review Committee, which has the sole discretion to award bursaries under this program. The bursary applies to full-time and part-time students.

(iii) Dependents are defined as children of the employee for whom the employee is entitled to claim tax exemption under the Income Tax Act in the year in which the free tuition privilege is requested, or children under the age of twenty-six (26) to whom the employee provides regular financial support.

(b) A student qualifying for free tuition must remain in good standing. In the event of loss of good standing the same course(s) or an equivalent one(s), however, may be taken at the student's expense in order to reinstate eligibility or good standing. Auditing of courses is only allowed with the permission of the instructor in charge of the course and any such approval must be passed on in writing to the Business Office prior to the commencement of the course.

40.12 (c) Employees receiving benefits under the Long-Term Disability Plan, their spouses and dependents, the spouses and dependents of employees who die in service, and employees who retire from Carleton University and their spouses and dependents shall also continue to enjoy the benefit of free tuition.

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

40.13 **Professional Expense Reimbursement**

(a) The employer, on an annual basis, shall make available to each member of the bargaining unit eight hundred dollars (\$800.00) for the purchase of items related to the performance of his/her professional and/or teaching duties. A member may use this sum, provided he/she presents the dean with receipts or records of purchase, for the purchase of books, equipment, or memberships in professional associations and/or for travel related expenses not covered by or in excess of other travel grants.

(b) Any employee who takes leave of absence without pay as in Article 20.1, of one hundred and eighty (180) days or more during the twelve (12) month period commencing May 1st and ending April 30th shall have his/her annual entitlement prorated and may only use

the prorated sum. The balance of the annual entitlement shall be transferred to the Bill Jones Scholarship Fund.

- (c) On each May 1st, unspent portions will be carried over provided the total does not exceed three (3) years entitlement. On each May 1st, balances in excess of three (3) years will be permanently removed and transferred to the Bill Jones Scholarship Fund.
- (d) Amounts transferred to an individual's Professional Expense Reimbursement fund pursuant to Article 42.4(a) shall not count towards the maximum entitlement permitted to be carried forward.

Article 41: Career Development Increments

41.1 Purpose

The purpose of the Career Development Plan is to provide financial progress, through a series of annual increments, in the career of a member of the academic staff. It is designed to achieve orderly promotion within rank. The Plan contains a provision for denial of an increment in exceptional cases to those whose academic/professional development is judged on grounds of performance, based on the criteria which follow, to be substantially below the standard set by the majority of the employees in the relevant category (faculty, Instructor employee, professional librarian employee) of the academic staff of Carleton University.

41.2 Procedures

(a) Faculty_____

(i) Recommendations with regard to the denial, in exceptional cases, of career development increments shall be made according to procedures established by each department to suit its own needs. The chairperson or equivalent shall ensure that the procedures are carried out and shall have the responsibility for conveying recommendations to the appropriate dean. The decisions with respect to denial of career development increments shall rest with the dean of the appropriate Faculty.

(ii) Recommendations with regard to the denial, in exceptional cases, of career development increments for intra-faculty cross-appointees shall be made by a joint committee to be established in accordance with procedures developed by the relevant departments (or equivalent) to suit their own needs. The chairperson or equivalent shall ensure that the procedures are carried out and shall have the responsibility for conveying recommendations to the appropriate dean. The decision with respect to denial of career development increments shall rest with the dean of the appropriate Faculty.

(iii) Recommendations with regard to the denial, in exceptional cases, of career development increments for inter-faculty cross-appointees shall be made by a joint committee to be established in accordance with procedures developed by the relevant departments (or equivalent) to suit their own needs. The chairperson or equivalent shall ensure that the procedures are carried out and shall have the responsibility for conveying recommendations to the appropriate deans who shall in all cases meet and attempt to reach a collective decision. The decision with respect to denial of career development increments shall rest with the deans of the appropriate Faculties. If the deans are unable to arrive at a collective decision with respect to an inter-faculty cross-appointee, the case shall be forwarded to the Vice-President (Academic) with whom the decision with respect to denial of career development increment shall rest.

(b) Professional Librarian Employees

Recommendations with regard to the denial, in exceptional cases, of career development increments for professional librarian employees shall be made according to the following procedures:

41.2 (b) (i) The immediate supervisors shall prepare for the Peer Evaluation Committee a written evaluation of the performance of professional librarian employees during the past twelve (12) months using the job-related criteria indicated in Article 41.3(b). The employee's signature on the evaluation shall signify that a discussion of the job performance has taken place and that he/she has read the appraisal, but not that he/she necessarily agrees with it. If there is disagreement, the employee shall so indicate upon signing of the evaluation and provide a concise statement of reasons in writing for dissent. Failure to supply a statement of disagreement shall be taken as acceptance of the supervisor's appraisal. The employee shall be given a copy of the appraisal.

(ii) The Peer Evaluation Committee shall:

- (1) evaluate the professional contributions and professional growth of the employee, according to criteria indicated in Article 41.3(b), on the basis of a statement of the previous year's professional development provided by the employee. The Committee may seek clarification and information from the employee on any point;
- (2) inform the employee, in writing, of the Committee's evaluation of his/her professional development; the employee may provide to the Committee a concise statement of reasons in writing for dissent;
- (3) review and evaluate the appraisal made by the supervisor, seeking clarification and information, if necessary, and ascertaining whether there is any disagreement between the employee and the supervisor with respect to any point;
- (4) inform the supervisor and the employee in writing of its decision; and
- (5) recommend to the University Librarian whether or not each professional librarian employee shall be denied a career development increment, by furnishing him/her with its written overall recommendation, and a copy of the supervisor's appraisal, the employee's professional development appraisal and any further statements submitted by the employee.

(iii) The decision with respect to the denial of career development increments for professional librarian employees shall rest with the University Librarian.

41.2 (c) **Instructor Employees**

(i) Instructor employees shall be considered by the same mechanism as that used for faculty employees (Article 41.2(a)), save that an Instructor employee other than the one under consideration shall be added as a member of the committee or equivalent and shall remain a member for all consideration of the Instructor employees in question. Where the department(s) (or equivalent) has (have) only one Instructor employee, the Association shall name an observer from the same Faculty as the Instructor employee. This observer shall be present, on a confidential basis, for all consideration of the Instructor employee. Such an observer may divulge matters relating to the deliberations of the Committee only to higher level committees, the Grievance Sub-Committee or an Arbitrator in the event of an appeal.

(ii) The departmental committee or equivalent shall make a recommendation, and provide reasonable supporting evidence, to the appropriate dean(s), who, in accordance with the provisions in Article 41.2(a), shall make the decision whether or not to deny, in exceptional cases, the increment in question.

(d) In no case shall a quota system of any kind be applied in the determination of the denial of career development increments.

41.3 **Criteria**

(a) **Faculty**

(i) As specified in Article 15 the rights and responsibilities of faculty employees relate to their performance of an appropriate combination, though not necessarily all, of the activities of teaching, scholarship/research and/or professional achievement, governance and administration (through active contributions to departmental and faculty committees, councils and tasks, and, when called upon and to a reasonable extent, through active membership in other University bodies), and contributions to the learned professions and the community at large. For purposes of these criteria, teaching shall be treated as one (1) area of assessment, scholarship/research or professional achievement as a second, and the remainder (governance, administration, community service and service to the learned professions) as a third, to be called service.

(ii) Performance in teaching and/or related activities which is above the norm shall guarantee a career development increment provided it is accompanied by a reasonable degree of activity in one (1) or both of the other two (2) areas.

41.3 (a) (iii) Performance in teaching and/or related activities which is at the norm, together with performance in one (1) or both of the other two (2) areas of assessment which is at the norm or better, shall guarantee a career development increment.

(iv) Performance at the norm in teaching and/or related activities accompanied by performance substantially below the norm in the other two (2) areas of assessment may be considered as sufficient reason for denial of a career development increment.

(v) Performance in teaching and/or related activities which is only slightly below the norm, together with at least normal performance in both of the other two (2) areas of assessment shall be sufficient to ensure a career development increment.

(vi) Performance in teaching and/or related activities which is substantially below the norm may be considered sufficient reason for denial of a career development increment.

(vii) The JCAA will examine the criteria set out in Article 41.3(a)(i) to (vi) above, and will make recommendations to the parties concerning the appropriateness of these or other criteria.

(viii) For faculty who have been assigned additional teaching workload pursuant to Article 13.2(d)(ii), performance at the norm in teaching shall be sufficient to ensure a career development increment.

(b) **Professional Librarian Employees**

(i) Assessments of professional librarian employees for purposes of career development or other salary increments shall be according to the following criteria as applied to performance based on the individual job description and in relation to achievement of goals which have been mutually established.

(ii) Criteria to be used in evaluating performance shall be:

(1) Accuracy and thoroughness of work, including quality and consistency of performance, effective application of knowledge and skills.

(2) Organization of work, including the ability to set priorities, to choose efficient means of accomplishing goals and to use time effectively.

(3) Quantity and timeliness of work, including level of productivity and the ability to meet deadlines.

41.3 (b) (ii) (4) Judgement, including recognition of problems, decision-making, and the ability to see further implications of actions and events.

(5) Communication, including ability to communicate in speech and in writing, flexibility and responsiveness to new ideas, ability to gain the confidence, cooperation and respect of others.

(6) Initiative, including choosing objectives; resourcefulness and creative innovation.

(iii) The career development increment shall not be denied unless there are deficiencies in performance relative to the above criteria such as to seriously affect performance in duties specified in the employee's job description.

(c) **Instructor Employees**

Failure to meet the criteria for promotion to Instructor II shall be sufficient for the denial of the career development increment.

(d) **Methods of Assessment (Faculty and Instructor Employees)**

(i) The method of assessment of performance in instruction and related activities shall be equitable and may be based on teaching evaluations (including student and peer evaluation) and on assessments by relevant departmental committees, so long as such evaluations and assessments are in accord with Article 26.

(ii) The method of assessment of performance in areas of research or scholarship, or in professional disciplines, professional achievement and service, shall be equitable and may be based on peer evaluations and on assessments by relevant departmental committees.

(e) **Assessment Standards**

(i) In assessing whether the performance of a professional librarian employee or faculty employee in each of the areas of responsibility has been satisfactory, or the degree to which it has been more than or less than satisfactory, the judgments shall be made relative to the levels of performance normal for an individual of similar rank and experience performing similar tasks in similar areas of responsibility. For Instructor employees the comparison shall be with other teaching employees performing similar tasks in similar areas of responsibility.

41.3 (e) (ii) In respect of rank and experience for faculty employees, the initial one (1) or two (2) years of a first appointment require one standard of assessment, the remaining years normally spent as an Assistant Professor a second, the years normally spent as an Associate Professor a third, and the years normally spent as a Professor a fourth.

(iii) The standards of assessment described in this Article shall be applied reasonably. In accord with this, performance in research and scholarship shall always be judged over the most recent three (3) year period inasmuch as it is universally recognized that productivity in research and scholarship over a period as short as a year is subject to extreme variations. Putative unsatisfactory performance in research and scholarship in the first two (2) years of an appointment shall not however be held to the disadvantage of an employee.

(f) **Period of Assessment**

(i) In assessing candidates for the award of career development increments to be paid during the salary year May 1st, 2001 to April 30th, 2002 and May 1st, 2002 to April 30th, 2003 assessment shall be of performance, except for scholarship and research, in the twelve (12) month period May 1st, to April 30th immediately preceding the salary year as specified above. In respect of research and scholarship, the assessment shall be of performance over the three (3) year period ending on April 30th, 2001, and April 30th, 2002, respectively. Individuals shall be notified of the result by June 15 of each salary year.

(ii) Subject to Article 41.5(g), where a career development increment has not been denied, the employee shall be deemed to have been entitled to the increment on May 1st and shall be paid any amounts which have accrued as a result thereof in the months in which the CDI was awarded unless otherwise agreed by the parties.

(g) **Leave of Absence**

(i) For employees on leave of absence the assessment shall be of performance over the three (3)-year period ending on April 30th immediately preceding May 1st on which the increment is to take effect. In respect of teaching and service the period of leave shall not be considered in the averaging.

(ii) Non-performance of tasks in one (1) or more of the areas where this is by prior agreement shall not be held to an employee's disadvantage (Article 20.1(e), (f)).

41.3 (h) **Long Term Disability**

For employees in receipt of long term disability benefits, the following procedures shall apply:

(i) if the employee received a CDI for the assessment year immediately preceding the year in which LTD benefits commenced, then CDI's will automatically be awarded for the first two (2) years of LTD; after that time, for as long as the employee remains on LTD, no CDI decisions will be made, and the employee's salary will be automatically reviewed by the Salary Adjustment Commission in the year in which the employee returns to work; and,

(ii) if the employee was denied a CDI for the assessment year immediately preceding the year in which LTD benefits commenced, then no CDI decisions will be made for as long as the employee remains on LTD; the employee's salary will be automatically reviewed by the Salary Adjustment Commission in the year in which the employee returns to work.

(j) **Value of the Career Development Increment**

(i) (1) For faculty employees, the value of the career development increment shall be 5% of the value of the floor of the Assistant Professor rank, rounded up to the nearest ten (10) dollars, unless the employee's salary is greater than twice the value of the floor of the Assistant Professor rank, in which case the value of the career development increment shall be 3.33% of the value of the floor of the Assistant Professor rank, rounded up to the nearest ten (10) dollars.

(2) For professional librarian employees, the value of the career development increment shall be 5% of the value of the floor of the Librarian II rank, rounded up to the nearest ten (10) dollars, unless the employee's salary is greater than twice the floor of the Librarian II rank, in which case the value of the career development increment shall be 3.33% of the value of the floor of the Librarian II rank, rounded up to the nearest ten (10) dollars.

(3) For Instructor employees, the value of the career development increment shall be 5% of the value of the floor of the Instructor I rank, rounded up to the nearest ten (10) dollars, unless the employee's salary is greater than twice the value of the floor of the Instructor I rank, in which case the value of the career development shall be 3.33% of the value of the floor of the Instructor I rank, rounded up to the nearest ten (10) dollars.

41.3 (j) (ii) (1) The ratio of the floor of the Assistant Professor rank shall be, 1:1.65 to the floor of the Full Professor rank, 1:1.25 to the floor of the Associate Professor rank, and 1:0.80 to the floor of the Lecturer rank.

(2) The ratio of the floor of the Librarian II rank to the floor of the Librarian IV rank shall be 1:1.55, the ratio of the floor of the Librarian II rank to the floor of the Librarian III rank shall be 1:1.25, the ratio of the Librarian II rank to the floor of the Librarian I rank shall be 1:0.9.

(3) The ratio of the floor of the Instructor I rank to the floor of the Instructor III rank shall be 1:1.35, the ratio of the floor of the Instructor I rank to the floor of the Instructor II rank shall be 1:1.15.

(iii) Subject to Article 41.5, the career development increment, unless denied, shall be added to the salary of each continuing employee as of April 30th in each year of employment and shall become a part of the employee's nominal salary.

41.4 **Reporting of Information**

(a) The dean/director/librarian shall provide the Association with a list of employees, by department, who have been denied career development increments within ten (10) working days of the awarding of such increments.

(b) Decisions concerning the denial of career development increments shall be reported by the dean or the University Librarian, as appropriate, to employees by June 15th of each year. The report shall be in writing and shall state the reason therefor and indicate to the candidate, in some detail, at least in which area or areas of performance the appropriate dean or University Librarian would expect evidence of further development before recommending in favour of awarding a career development increment. In the event of a grievance against the denial of a career development increment, no grounds not contained in this written report shall be brought forward by the employer unless such are first introduced by the employee.

(c) A failure by an employee to provide information of a sort generally provided by employees concerning his/her performance in any of the areas of performance shall be taken into account by the appropriate dean (or University Librarian) in making his/her decision (Article 23.1(b)).

41.5__Operation of the Career Development Plan

(a) An employee shall not receive a career development increment if the salary is above the CDI ceiling of the category of that employee. If the career development increment would cause the ceiling to be breached, then the employee shall receive only that portion of the increment which will bring the salary to the ceiling. Also, to implement the provisions of paragraphs 3.2(e) and 3.2(f) of Appendix E, the President, acting on a recommendation from the Adjustment Commission, may choose to withhold a career development increment from an employee whose salary is above the appropriate upper limit specified in paragraphs 3.6, 3.7 or 3.8 of Appendix E.

(b) Employees on sabbatical shall be eligible for career development increments on a pro rata basis in the year of their sabbaticals. Their nominal salaries, however, shall be adjusted by the full increment.

(c) Employees whose initial appointment occurs during the assessment period for performance other than research and scholarship shall be eligible for a career development increment in the next year as follows:

(i) if the appointment date is between May 1 and September 1, the employee shall receive a full CDI unless denied pursuant to this Article;

(ii) if the appointment date is between September 2 and January 1, the employee shall receive a one-half CDI unless denied pursuant to this Article;

(iii) if the appointment date is between January 2 and April 30, the employee shall not be eligible to receive a CDI until the following December, at which time he/she shall receive a one-half CDI, unless denied pursuant to this Article.

(d) The allocation of monies which accrue as a result of discretionary denials shall be determined by the JCAA.

(e) For faculty employees the CDI ceiling shall be 2.5 times the value of the floor of the Assistant Professor rank. For professional librarian and Instructor employees the CDI ceiling shall be thirty (30) career development increments above the floor of the rank of Librarian II or Instructor I, as appropriate for the category of employee concerned.

(f) For the period May 1st, 2003 to April 30th, 2004, the career development increment shall be:

(i) \$2380 for those faculty employees whose nominal salary as of April 30th, 2003 is equal to or less than twice the value of the floor of the Assistant Professor rank;

(ii) \$1590 for those faculty employees whose nominal salary as of April 30th, 2003 is greater than twice the value of the floor of the Assistant Professor rank;

41.5 (f) (iii) \$2270 for those Professional Librarian employees whose nominal salary as of April 30th, 2003 is equal to or less than twice the value of the floor of the Librarian II rank;

(iv) \$1510 for those Professional Librarian employees whose nominal salary as of April 30th, 2003 is greater than twice the value of the floor of the Librarian II rank;

(v) \$1910 for those Instructor employees whose nominal salary as of April 30th, 2003 is equal to or less than twice the value of the floor of the Instructor I rank;

(vi) \$1280 for those Instructor employees whose nominal salary as of April 30th, 2003 is greater than twice the value of the floor of the Instructor I rank;

(g) For the period May 1st, 2004 to April 30th, 2005, the career development increment shall be:

(i) \$2450 for those faculty employees whose nominal salary as of April 30th, 2004 is equal to or less than twice the value of the floor of the Assistant Professor rank;

(ii) \$1640 for those faculty employees whose nominal salary as of April 30th, 2004 is greater than twice the value of the floor of the Assistant Professor rank;

(iii) \$2340 for those Professional Librarian employees whose nominal salary as of April 30th, 2004 is equal to or less than twice the value of the floor of the Librarian II rank;

(iv) \$1560 for those Professional Librarian employees whose nominal salary as of April 30th, 2004 is greater than twice the value of the floor of the Librarian II rank;

(v) \$1970 for those Instructor employees whose nominal salary as of April 30th, 2004 is equal to or less than twice the value of the floor of the Instructor I rank; and,

(vi) \$1320 for those Instructor employees whose nominal salary as of April 30th, 2004 is greater than twice the value of the floor of the Instructor I rank;

(h) For the period May 1st, 2005 to April 30th, 2006, the career development increment shall be:

(i) \$2530 for those faculty employees whose nominal salary as of April 30th, 2005 is equal to or less than twice the value of the floor of the Assistant Professor rank;

(ii) \$1690 for those faculty employees whose nominal salary as of April 30th, 2005 is greater than twice the value of the floor of the Assistant Professor rank;

(iii) \$2410 for those Professional Librarian employees whose nominal salary as of April 30th, 2005 is equal to or less than twice the value of the floor of the Librarian II rank;

41.5 (h) (iv) \$1610 for those Professional Librarian employees whose nominal salary as of April 30th, 2005 is greater than twice the value of the floor of the Librarian II rank;

(v) \$2030 for those Instructor employees whose nominal salary as of April 30th, 2005 is equal to or less than twice the value of the floor of the Instructor I rank;

- (vi) \$1360 for those Instructor employees whose nominal salary as of April 30th, 2005 is greater than twice the value of the floor of the Instructor I rank;
- (j) No career development increments other than those pursuant to this Article shall be paid.

Article 42: Achievement Awards

42.1 The parties recognize that the outstanding scholarly contributions made by some employees require special recognition. To give tangible recognition, the employer agrees to establish an Achievement Award fund.

42.2 Research Achievement Awards

- (a) There shall be ten (10) Research Achievement Awards per year, each valued at \$15,000.00. The awards are intended to enhance the research productivity of their recipients at Carleton University. They are available to faculty employees only.
- (b) The \$15,000.00 award may, at the option of the recipient, take the form of:
 - (i) a research grant upon the employer being satisfied that the normal rules and requirements pertaining to approval of research proposals have been satisfied; or,
 - (ii) a \$5,000.00 bonus and a \$10,000.00 research grant payable upon the employer being satisfied that the normal rules and requirements pertaining to approval of research proposals have been satisfied; or,
 - (iii) a portion of the award equal to the appropriate sessional lecturer stipend may be used to purchase up to a one full-course teaching release.
- (c) No quota system of any kind shall be applied in the determination of award recipients.

42.2 (d) Candidates can be either nominated by a colleague or apply directly for an award. Nominations should be submitted to the appropriate faculty dean no later than September 30. The dean will ascertain whether nominees wish to be considered as candidates and if so, request them to follow the procedure prescribed below. All candidates for the award shall, no later than October 31, submit a curriculum vitae and an application to their faculty dean using a standardized form that addresses the following questions:

- (i) research conducted over the last five (5) years;
- (ii) research proposed for the term of the Award;
- (iii) publications, grants and contracts held over the past five (5) years;
- (iv) how the award will contribute to the employee's research program; and,
- (v) any other information the candidate wishes to provide to his/her dean(s).

(e) Each dean shall, by November 15, convene a meeting of the Faculty Promotion Committee to consider the candidates submitted from that faculty, or in the case of inter-faculty cross-appointees, the Committee designated in accordance with Appendix G. This Committee will select a "short list" of the most meritorious candidates based on an assessment of research completed to date. This list shall not exceed ten (10) in number. Where the total number of candidates is less than ten (10), the Committee shall include all candidates on the list. The short listed applications will be rank-ordered and submitted to a University Committee without comments by November 20. The University Committee shall select the final ten (10) recipients and shall report its decision to the President by December 21. Also, it will identify an ordered reversion list to be used in the event that a successful applicant waives his/her award.

(f) The University Committee shall be chaired by the Vice-President (Research), who shall vote only in the event of a tie. The remaining members will consist of one (1) faculty member who has earned distinction as a scholar but is not a candidate for the award, from each of the Faculties of Arts and Social Sciences, Engineering, Science and Public Affairs and Management. These members will be selected by the President who shall, whenever feasible, use previous winners of the award as the principal source of potential members of the Committee.

(g) The deans will be an information resource for the Committee but will not participate in any other way in its deliberations.

(h) 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.

(j) Award recipients will be eligible to apply for further awards in the Fall term of the fourth year following, the year in which the previous award was received.

42.2 (k) It shall be the responsibility of each faculty dean to ensure, on an annual basis and in a timely fashion, that his/her faculty members are aware of the applications procedures and deadline.

42.3 **Teaching Achievement Awards**

(a) There shall be five (5) Teaching Achievement Awards per year, each valued at \$15,000.00. The awards are intended to enhance the teaching of their recipients and the quality of instruction at Carleton University.

(b) The \$15,000.00 award may, at the option of the recipient, take the form of:

(i) a research grant upon the employer being satisfied that the normal rules and requirements pertaining to approval of research proposals have been satisfied; or,

(ii) a \$5,000.00 bonus and a \$10,000.00 research grant payable upon the employer being satisfied that the normal rules and requirements pertaining to approval of research proposals have been satisfied; or,

(iii) a \$15,000 bonus.

(c) No quota system of any kind shall be applied in the determination of award recipients.

(d) Candidates can be either nominated by a colleague or apply directly for an award. Nominations should be submitted to the appropriate faculty dean no later than September 30. The dean will ascertain whether nominees wish to be considered as candidates and if so, request them to follow the procedure prescribed below. All candidates for the award shall, no later than October 31, submit a brief statement of reasons, a description of a teaching development project as appropriate, the results of peer and student evaluations, evidence of past teaching innovations, and any other supporting documentation the candidate wishes to provide.

(e) The provisions of Article 42.2(e) to (j) shall apply to Teaching Achievement Awards, *mutatis mutandis*. The University Committee shall be chaired by the Vice-President (Academic) or his/her designate.

42.4 Professional Achievement Awards (Professional Librarians and Instructor Employees)

(a) There shall be five (5) Professional Achievement Awards per year, each valued at \$1,500.00. Two (2) awards shall be provided for professional librarians and three (3) 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 arrive at the names of the two (2) professional librarian recipients shall be as follows:

42.4 (b) (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 re-consideration shall be final and binding.

(iii) the Peer Evaluation Committee shall report its decisions to the President by December 21.

(c) The procedures to be used to arrive at the names of the three (3) Instructor employee recipients 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 .

42.5 The allocation of unexpended monies in the fund set out in Article 42.1 shall be determined by JCAA.

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 not less than:

(a) \$8,530 for a full credit course and \$4,270 for a half credit course in 2003-04;

(b) \$8,790 for a full credit course and \$4,400 for a half credit course in 2004-05; and

(c) \$9,060 for a full credit course and \$4,540 for a half credit course in 2005-06.

43.2 The requirements of Article 43.1 above shall not apply to employees who, in addition to their normal workload, at their own request and by agreement with the Chairperson, undertake summer school teaching in exchange for release time in a regular academic session.

43.3 The stipend shall be adjusted annually at a rate equal to the percentage scale increase specified in Article 45.2.

Article 44: Salary Rationalization

44.1 The Salary Rationalization Plan for employees shall be the plan detailed in Appendix E to this agreement.

44.2 The JCAA shall fix the amount to be allocated in each year to the funds established pursuant to paragraph 3 of Appendix E to this agreement, on the advice of the Adjustment Commission.

44.3 The parties agree that it is desirable to introduce a revised upper limit for Associate Professors, subject to the parties' ability to adequately address employment equity concerns. To that end, the parties agree to establish a parity committee to examine Appendix E and make recommendations to JCAA by no later than January 31, 1997.

Article 45: Financial Compensation

45.1 With the exception of Non-Credit Language Teachers in SLALS, the nominal salary of each continuing employee during the period May 1st, 2003, to April 30th, 2004, and during the period May 1st, 2004, to April 30th, 2005, and during the period May 1st, 2005, to April 30th, 2006, shall be composed of the following:

- (a) the nominal salary as of April 30th of the previous year of employment as modified by any increases as provided for under Article 45.2, plus
- (b) the career development increment for the current year, unless denied, as provided for under Article 41, plus
- (c) any adjustment made to nominal salary as a result of the operation of Article 44 (Salary Rationalization).

45.2 (a) Subject to Article 45.4 below, the nominal salary as of April 30th, 2003, of each continuing employee shall be increased by 5.0%.

(b) Subject to Article 45.4 below, the nominal salary as of April 30th, 2004, of each continuing employee shall be increased by 3.0%.

(c) Subject to Article 45.4 below, the nominal salary as of April 30th, 2005, of each continuing employee shall be increased by 3.0%.

45.3 (a) Effective May 1st, 2003, base salaries of all members shall be adjusted by \$250.00.

(b) Effective May 1st, 2004, base salaries of all members shall be adjusted by \$200.00.

45.4 (a) Effective May 1st, 2003, salary floors shall be established in accordance with Article 45 as adjusted by an additional \$2000 added to the Assistant Professor floor as follows:

Lecturer	38070
Assistant Professor	47580
Associate Professor	59480
Full Professor	78510
Librarian I	40790
Librarian II	45320
Librarian III	56650
Librarian IV	70250
Instructor I	38210
Instructor II	43940
Instructor III	51590

(b) Effective May 1st, 2004 salary floors shall be established in accordance with Article 45 as follows:

Lecturer	39210
Assistant Professor	49010
Associate Professor	61270
Full Professor	80870
Librarian I	42020
Librarian II	46680
Librarian III	58350
Librarian IV	72360
Instructor I	39360
Instructor II	45260
Instructor III	53140

(c) Effective May 1st, 2005, salary floors shall be established in accordance with Article 45 as follows:

Lecturer	40390
Assistant Professor	50480
Associate Professor	63100
Full Professor	83300
Librarian I	43280
Librarian II	48080
Librarian III	60100
Librarian IV	74530
Instructor I	40540
Instructor II	46620
Instructor III	54730

45.5 The rates of pay for Non-Credit Language Teachers in SLALS shall be as follows:

(a) for Non-Credit Language Teachers in SLALS covered by Article 37.10 the minimum annual salary shall be the floor of the Instructor I as established in Article 45.4.

(i) subject to satisfactory performance in their teaching duties, employees shall be eligible for a step increase on the anniversary of their appointment;

(ii) the value of the step increase shall be 3% of the minimum salary as established in Article 45.5(a) as appropriate; and,

(iii) the maximum salary shall be ten (10) step increases above the minimum salary.

(b) Non-Credit Language Teachers in SLALS not covered by Article 37.10 shall have an hourly rate of the floor of the Instructor I category as established in Article 45.4 divided by 540.

(i) effective May 1, 2003: \$70.75 per hour;

- (ii) effective May 1, 2004: \$72.88 per hour; and,
- (iii) effective May 1, 2005: \$75.07 per hour.

45.6 Except for employees being promoted effective from July 1st, 2003, in the period May 1st, 2003 to April 30th, 2004, no employee's nominal salary shall be less than the floor of the rank to which he/she is appointed before the addition of a career development increment, unless denied.

45.7 For employees being promoted effective July 1st, 2004, in the period May 1st, 2004, to April 30th, 2005, no employee's nominal salary shall be less than one full career development increment below the floor of the new rank to which he/she is being promoted before the addition of a career development increment, unless denied.

45.8 For employees being promoted effective July 1st, 2005, in the period May 1st, 2005, to April 30th, 2006, no employee's nominal salary shall be less than one full career development increment below the floor of the new rank to which he/she is being promoted before the addition of a career development increment, unless denied.

45.9 (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.

Article 46: Method Of Payment

46.1 The employer agrees to pay employees on the second last banking day closest to the 15th of each month and on the second last banking day closest to the last day of each month.

46.2 Upon application by an employee, and upon the employer being satisfied that the normal rules and requirements pertaining to approval of research proposals have been satisfied, the employee shall receive, in the form of a research grant, part or all of his/her salary or sabbatical stipend less such funds as are necessary for the continuation of his/her benefits. The portion requested, up to and including 100%, shall be determined solely by the individual employee concerned and shall be granted, if justified under the rules and requirements referred to above. Payment of the grant will normally be made in quarterly instalments, commencing on the first day of the period to which the research grant applies. This arrangement is subject to the approval of Revenue Canada.

APPENDIX A: Procedures Concerning Tenure, Dismissal and Related Matters As Approved by the Board of Governors of Carleton University on June 27, 1972, and as Amended by the Board of Governors on October 4, 1972.

Preamble

Tenure and dismissal are related to each other, and both are related to academic freedom, which is a right of all faculty members. The right to freedom is, generally, the right not to be interfered with. A faculty member's right to academic freedom is his right not to be interfered with in the discharge of his academic role. That role includes the acquisition of knowledge and skills and the guidance of others in the acquisition of these. The right to academic freedom includes, accordingly, the right of a faculty member to criticize the university in any respect in which it is an environment unfavourable to these ends to advocate changes which will make it a more favourable one, and to oppose changes which will make it a less favourable one. It also includes the right of a faculty member to investigate, to teach and to publish as well as to criticize any aspect of learning or society insofar as doing so is compatible with his academic obligation to discharge the academic role in a responsible way. The principle of appointments with tenure is an important safeguard of the right to academic freedom, thus understood.

It can be anticipated that from time to time cases will occur involving disputes between the university and the faculty member. Nor is it possible to formulate a set of rules or of criteria the mechanical operation of which will guarantee a simple and correct decision in every case. The procedures set out in this document are designed to ensure that the decision will be rendered by an impartial body which has no interest either in the silencing of unwelcome opinions or in the protection of incompetence or neglect.

For the purposes of this document, a faculty member is understood to be a person who holds a full-time teaching post under a letter of appointment from the President of the University.

For the purposes of this document, the terms "tenure" and "dismissal" are used as follows.

"Tenure" means permanency of appointment including the right to fair consideration for increases of responsibility and salary, and for promotions in rank, and the right of a faculty member to continue as such until age 65 subject only to dismissal for just cause.

"Dismissal" means the termination of an appointment by the University without the consent of the appointee before the end of a stated period or, in the case of appointments with tenure, before retirement. It follows that the failure to renew a contract of limited term does not constitute dismissal; that the decision not to grant tenure at the end of a probationary period does not constitute dismissal; that the termination, without consent, of a non-tenure appointment during the course of its term does constitute dismissal; and that the termination, without consent, of a tenured appointment at any time before retirement does constitute dismissal. This understanding of "dismissal" shall be subject to the following qualification: where an appointment is thus terminated because the University had decided that the post in question has become redundant, the faculty member so affected shall not be considered to have been dismissed.¹

¹ At the time of the adoption of this document by Senate there exists no university definition of redundancy or procedure for dealing with it.

Appointments

A1 Every full-time appointment to the rank of lecturer, assistant professor, associate professor or professor will be either an appointment with tenure or an appointment without tenure. An appointment with tenure is a permanent appointment with the features of tenure described in the preamble. An appointment without tenure is an appointment made for a stated period, normally of one or two years.

A2 An appointment without tenure shall be stated to be either a term appointment or a preliminary appointment. A term appointment is one made without expectation of renewal. A term appointment may, however, be renewed and a faculty member employed under successive term appointments must in the fifth year of such employment be considered for tenure; in any case successive term appointments must not exceed a period of six years. A preliminary appointment is one made in expectation that it will be renewed and at some time be succeeded by an appointment with tenure if such an appointment is merited.

A3 The holder of a preliminary appointment shall be formally considered by departmental and Faculty committees for an appointment with tenure in the fall term of the fifth year of service if his original appointment was at the rank of lecturer, of the fourth year of service if his original appointment was at the rank of assistant professor, of the third year of service if his original appointment was at the rank of associate professor or professor; but he may be considered for an appointment with tenure at an earlier time if those charged with recommending appointments with tenure are satisfied that such earlier consideration is warranted.

A4 If a holder of a preliminary appointment is formally considered for an appointment with tenure and is not given such an appointment, he may be given further appointments without tenure, but these shall not exceed two years in total. Such further appointments shall not carry a guarantee of consideration for tenure, although such consideration may be permitted at the discretion of the University and must be given if, in the event of his having made an appeal, such further appointments and guarantee of reconsideration for tenure are included as a finding by the Tenure Appeal Committee in its decision as defined in Paragraph B-11 below.

A5 If a preliminary appointment is not to be renewed or succeeded by a appointment with tenure, written notice to that effect shall be given to the holder of the appointment by December 15 of the academic year in which the appointment expires.

(Appendix A)

Tenure: Departmental Committee

B1 By a method to be determined by the department, each department² shall establish by September 30 in each year a committee on tenure. The committee shall consist of the chairperson of the department and at least four other faculty members, and it shall be as representative as possible of the ranks and areas of interest in the department, including non-tenured members. The chairperson of the committee shall be chosen through a procedure specified by the department. The committee may co-opt members from other departments.

B2 The committee is charged with full responsibility for making a thorough attempt to obtain and consider all information which is necessary to make an informed decision on a candidate's position regarding tenure. The committee shall examine all relevant documents including the candidate's curriculum vitae; such published work of his as is available; a detailed written statement about the candidate's teaching which shall be presented by the departmental chairperson and shall be based upon all relevant sources; and the departmental chairperson's appraisal and recommendation on the award of tenure. A candidate for tenure shall be invited to present to the committee either orally or in writing any information which he considers relevant to the decision. An observer nominated by the Carleton University Academic Staff Association may be invited to attend any meeting of the committee to which the candidate is invited if the committee or the candidate so requests.

B3 The committee shall prepare a statement, signed by all the committee members, of its recommendation and the reasons for it. Any disagreement within the committee concerning its recommendation shall also be described in the statement. By October 31, this statement, along with all relevant supporting documents, shall be sent by the committee chairperson to the Dean within whose jurisdiction the department in question falls for use of the Faculty (or Divisional) committee on tenure. At the same time a copy of the statement shall be made available to the candidate and to the President.

Faculty (or Divisional) Committee

B4 The Dean shall establish by November 15 in each year a Faculty (or Divisional) committee on tenure. The Dean shall act as chairperson, and the committee shall consist of the chairmen of the departments in the Faculty (or Division) together with another member from each of the departmental committees on tenure, chosen by the members of the respective committees. For each candidate, the Faculty committee shall consider the information and documents submitted by the departmental tenure committee and any further written submission provided by the candidate.

² or parallel organization where there is no department

(Appendix A)

B5 In respect of each candidate for tenure, by November 30 the committee shall recommend to the President through the Dean either that an appointment with tenure be made or that it not be made. In the latter case it shall recommend either that a further appointment without tenure be made (subject to the limits stated above), or that no further appointment be made. If the committee recommends the denial of tenure it shall so inform the candidate, stating the reasons for its recommendation, in writing. In a case where the Faculty committee's recommendation dissents from that of the departmental committee, the members of the latter committee shall be notified, in confidence, of the reasons for the change in recommendation.

B6 Each recommendation of a Faculty Tenure Committee to the President shall be accompanied by a written statement prepared jointly by the Dean, the appropriate departmental chairperson and presenting the reasons for the recommendation. Any disagreement within the committee concerning its recommendation shall also be described in the statement.

B7 The President shall communicate his decision to the candidate by December 21 and if his decision is to deny tenure, he shall provide the candidate with written reasons. The President shall in any event communicate his decision to the departmental and Faculty committee concerned and, if his decision is contrary to the recommendation of either committee, he shall provide the committee or committees in question with a written statement of his reasons.

B8 At St. Patrick's College, the recommendations shall be made through the Dean of the College by a committee consisting of the Dean, ex officio, as chairperson, the Vice-Dean, and six faculty members elected without regard to rank or tenure for two-year terms. The committee shall have consulted colleagues in the candidate's discipline, and, if it sees fit, others in the academic community; and it shall have received the recommendation of the appropriate Dean in the Faculty of Arts or the Faculty of Science, who shall have made his/her recommendation after obtaining the assessment of the appropriate Rideau River department from its chairperson.

(Appendix A)

Tenure Appeal Committee

B9 There shall be established a standing committee of Senate, to be known as the Tenure Appeal Committee, consisting of five members who are as representative as possible of the major divisions of the University. Deans, directors and departmental chairmen are not eligible to be appointed to or to serve on the Committee.

B10 Any candidate who has been denied tenure may appeal this ruling by giving written notice to the Tenure Appeal Committee at any time within ten days after receipt by him/her of the statement referred to in paragraph B7. The appellant shall be allowed a reasonable time in which to prepare his appeal. The Committee shall hear any representations and evidence that the appellant indicates he wishes to present if, in so doing, consideration of the appeal is not unduly prolonged. The Committee may call for, and is entitled to receive, any other information that is relevant to the appeal. A department, through its chairperson or the appropriate Dean, may also appeal a ruling on the candidacy of one of its members for tenure. The foregoing procedures for a candidate's appeal shall apply to a departmental appeal.

B11 The Tenure Appeal Committee whose decisions shall be final and binding on the University shall send a copy of its decisions and a statement of the reasons for these to the President and the appellant as soon as the Committee has reached its decision and in any event, not later than January 31. Within fourteen days of receiving the report of the Tenure Appeal Committee, the President shall provide the appellant, the departmental committee, and the faculty committee concerned, with a written statement of the decisions taken.

B12 Consideration of the non-renewal of a preliminary appointment shall follow the procedure described in paragraphs B1 to B11.

B13 Except insofar as the foregoing procedures require the communication of information from one committee to another and to the President, the documents and deliberations of every committee dealing with tenure cases shall be treated as confidential to its members.

(Appendix A)

Dismissal: Review chairperson

C1 On the adoption of these procedures and from time to time thereafter, the President of the University and the President of the Academic Staff Association shall agree on the appointment of a person who is not a member of the faculty or Board of the University or employed in the administration of the University to act as Review chairperson. Such an appointment shall be for a term not exceeding five years and may be renewed from time to time. All reasonable efforts should be taken to ensure that the position does not remain vacant for any significant period of time after the expiration of a term appointment and before renewal of it or appointment of a successor. The duties of the Review chairperson shall be as described in the following paragraphs.

Informal Proceedings

C2 Where the President, after whatever investigation he may consider necessary and which may include resort to a committee of inquiry, is satisfied that adequate cause for the dismissal of a faculty member exists, he shall advise the faculty member that he/she intends to so recommend and invite the faculty member and, if the latter so wishes, an advisor to meet with him and with the Dean of the Faculty and the chairperson of the department concerned.

Initiation of Formal Proceedings

C3 Where the faculty member declines an invitation extended under the preceding paragraph or the President, after reasonable efforts, is unable to arrange a meeting within a reasonable time after extending such an invitation, or if a meeting is held and no mutually agreeable settlement is reached, the President, if he intends to proceed with a recommendation of dismissal, shall so inform the faculty member in writing and shall set out his reasons for so doing. Such reasons shall be set out in sufficient particularity to allow the faculty member to prepare a reply.

C4 The President shall at the same time advise the faculty member whether he/she intends to refer his intended recommendation to the Review chairperson. If the President indicates that he intends to refer the matter to the Review chairperson, he shall forward to the Review chairperson a copy of the information given to the faculty member.

C5 If the President does not indicate to the faculty member that he/she intends to refer the matter to the Review chairperson, the faculty member may require the President to do so by notice given in writing to the President within fourteen days after the faculty member is notified under this provision of the President's intention to recommend his dismissal. Upon being required to refer the matter, the President shall do so in the manner specified in the preceding paragraph.

(Appendix A)

C6 If the President does not indicate to the faculty member that he/she intends to refer the matter to the Review chairperson and the faculty member does not require him to do so in the manner and within the time specified in the preceding paragraph, the matter need not be referred to the Review chairperson.

Formal Proceedings

C7 Where a matter is referred to the Review chairperson in accordance with the foregoing procedure, he/she, himself/herself shall proceed to determine whether adequate cause exists for the President to recommend dismissal of the faculty member, or he/she may in his/her discretion appoint two persons to sit with him/her as a Review Committee to make such determination. The Review chairperson shall act as chairperson of any Review Committee.

C8 The Review chairperson or a Review Committee shall advise the President and the faculty member of the date and place fixed by it for a hearing in connection with the matter. Such date shall be not more than six weeks after the matter is referred to the Review chairperson. The faculty member may at any time before the hearing provide the Review chairperson or the Review Committee and the President with a written reply to the reasons given by the President in support of his intention to recommend dismissal; but where such a reply is given within seven days of the day fixed for the hearing the Review chairperson or Review Committee may, on its own initiative or at the request of the President, postpone the hearing for a period not exceeding seven days. Reasonable notice of any postponement shall be given to the faculty member and the President.

C9 A hearing by the Review chairperson or a Review Committee shall be held in camera unless the faculty member requests otherwise by notice given to the Review chairperson or a Review Committee in writing at least one week in advance of the hearing.

C10 Both the President (or his nominee) and the faculty member are entitled to appear at the hearing and, if they so desire, to be represented by counsel or other advisers. The Review chairperson or a Review Committee is entitled to fix its own rules as to the procedure before it, the examination and cross-examination of witnesses and the admissibility of evidence. A transcript of the proceedings at any hearing before a Review chairperson or Review Committee shall not be obligatory but the chairperson or a Committee, upon the application of either the President or his nominee or the affected faculty member, may direct that the testimony of a specified witness be recorded as the chairperson or a Committee may direct and a transcript thereof provided for its consideration if it so desires.

(Appendix A)

C11 As soon as possible after completion of the hearing before it, the Review chairperson or a Review Committee shall provide the President and the faculty member with its decision, in writing, as to whether adequate cause exists for the President to recommend dismissal of the faculty member, supported by such reasons as the Review chairperson or the Review Committee considers appropriate. The Review chairperson or the Review Committee may also propose another remedy if it deems it appropriate. A decision by the majority shall be the decision of the Review Committee.

C12 Where a Review chairperson or a Review Committee has reached a decision that adequate cause does not exist for a recommendation by the President to the Board of Governors that a faculty member be dismissed, the President shall not make such a recommendation to the Board and the procedure provided for in these provisions shall not again be instituted on the basis of substantially the same facts and considerations.

C13 At any time after its decision is communicated to the President and the faculty member, the Review chairperson or a Review Committee, may if it considers it to be in the public interest to do so, make public its decision and any or all of its reasons. Except where a hearing before the Review chairperson or a Review Committee is held in public, and except to the extent that the Committee itself makes its decision and any of its reasons for it public, all information shall be treated as confidential information and the decision of the Review chairperson or a Review Committee and its reasons for it are confidential except that the decision and reasons may be submitted to the Board of Governors in support of a recommendation by the President for dismissal of the faculty member.

Suspension

C14 The President may, by written notice and for stated cause, relieve a faculty member of some or all of his duties and withdraw some or all of his privileges, provided that dismissal or other proceedings to determine the propriety of such action have already been initiated or are initiated simultaneously. This is not to be construed as preventing the President from acting in an emergency where there is a clear and present danger to the faculty member or to the University, provided that written reasons are subsequently provided. A suspension shall terminate with the conclusion of the dismissal or other proceedings or at such earlier time as the President may deem appropriate. Salary and other benefits shall continue throughout the period of suspension.

(Appendix A)

Expenses

C15 The fees and expenses of the Review chairperson and of the persons that may be appointed to sit with him as members of a Review Committee shall be borne by the University. Any additional expenses arising out of any hearings of the Review chairperson or a Review Committee including expenses connected with the recording and transcription of testimony when directed by the Review chairperson or a Review Committee and the fees and expenses of witnesses called at the direction of the Review chairperson or the Review Committee, but not otherwise, shall also be borne by the University. Save as aforesaid the University and the affected faculty member shall each bear their own expenses including those connected with the calling by them of any witnesses or the preparation and presentation of documents and the fees and expenses of counsel or advisers as the case may be, provided that the Review chairperson or a Review Committee may direct that the fees and expenses of a counsel, if one is engaged by the affected faculty member, or some portion thereof shall be borne by the University where, in the Review chairperson or Review Committee's view of the circumstances, it considers it just and equitable that the University should pay them.

(Appendix D to the Senate Minutes of November 26, 1975)

APPENDIX B: GUIDELINES FOR PROMOTION

Preamble

The work of an academic member of a modern university falls into a number of categories - teaching, scholarly studies or research, professional activities, the corporate work of the department, faculty and university, and activities related to the community. It is generally accepted that contributions to teaching and scholarly studies should receive paramount consideration in any promotion but that recognition must also be given for valuable contributions to the university, for professional achievement, and for contributions to the community.

An examination of the disciplines represented at Carleton leads to the conclusion that there must be some flexibility in the nature, assessment and weighing of the criteria for promotion especially for promotion up to and including the rank of Associate Professor. The characteristics of research and scholarly work and the relationships of these to teaching, the degree to which work related to professional activities is involved and its relative importance, the opportunity to publish, the time required to develop a scholarly work to the publication stage, the relationship between research and the supervision of graduate students and other factors differ from one discipline to another making inequitable if not impractical any single evaluation scheme. In the interests of achieving a degree of uniformity and some comparability, however, it would seem possible to divide disciplines or candidates into four loosely defined groups and to assess those within each group in a comparable fashion. The groups which seem appropriate may be designated by numbers and correspond approximately to disciplines as follows:

- Group I - the humanities
- Group II - the social sciences
- Group III - the natural sciences
- Group IV - the professionally oriented disciplines

The groups do not correspond precisely to the present organizational structure of the University and there will be cases of different individuals within the same discipline properly belonging to different groups and even some individuals whose work puts them partially into two groups.

Given this diversity, it is difficult to set down a single pattern for career progress or promotion and in what follows it should be understood that the emphasis placed on the criteria for promotion and the mode of evaluation may be somewhat different depending on the group to which the candidate is judged to belong.

(Appendix B)

General

It is assumed that all members of faculty are scholars and will communicate their knowledge, and that advancement in this University must be based on a person's intellectual development and maturity. As a teacher a faculty member has a vital function to play in the proper preparation and stimulation of students, and as a research worker a responsibility for extending the frontiers of knowledge of his subject. To suggest that one is more important than the other is unwise as both are necessary at different stages in the development of students. In addition, individuals may make contributions to the administration and development of the University and its programs of study, to the community, and to their professions. These contributions should be considered when evaluating individuals for promotion at all levels.

Time is a factor that enters into the evaluation of a candidate's status. While it is difficult to make comparisons between faculties and to establish an overall University rule, it is generally agreed that after the lesser of a period of five years in the category of Assistant Professor or six (6) years from his doctorate³ (or the equivalent), a person could expect to be eligible for promotion to Associate Professor and that such consideration will take place in the fifth (5th) or sixth (6) year as appropriate. This is not to be taken as an inflexible procedure but rather as a rule for guidance. A department may recommend accelerating the unusually gifted member, or if evidence of satisfactory teaching and scholarly, professional or other work is not forthcoming delay the recommendation to promote beyond the normal time.

A professional degree is not automatically to be taken as the equivalent of a doctorate; a five (5) year period of professional experience following the first professional degree is a more acceptable alternative. Further it would be expected that during this period the professional would have developed to the status and responsibility of an independent practitioner.

Promotion to the Rank of Associate Professor

To qualify for promotion to the rank of Associate Professor, a faculty member must have established the effectiveness of his teaching in lectures, laboratories and seminars. In addition, and depending on the group to which he/she belongs, he/she will be expected to show evidence of some combination of maturity of scholarship, professional achievement and contribution to the development of his department or school.

³ The University is fully cognizant of the fact that doctorates are often interrupted by teaching duties while the candidate is preparing his dissertation, or may be delayed by the nature of the subject.

(Appendix B)

It is recognized that the evaluation of teaching performance is not easy. Effectiveness as a teacher should imply a concentrated and successful effort to create the best possible learning situation for students. It should involve continuing attention to course design and to alternative modes of presentation. A variety of means will be used⁴ to assess a candidate's development as a teacher including evaluation by established colleagues (peers), possibly using the agency of a departmental committee. Student appraisal at the departmental level should be employed to supplement peer evaluation.

Evidence for scholarship can be based upon the quality of the candidate's published papers as assessed by peers in his field. In the group or groups where publications are not likely at this stage in a faculty member's career, evidence of scholarly activity and promise will depend primarily upon the evaluation of peers within the candidate's department and related departments.

Evidence for professional achievement can be evaluated in a manner similar to that for scholarship. Professional achievement may include contributions to professional or learned societies through service on the executive or other senior committees, editorship of a journal, publications which may not result from original research but which advance the development of the profession or constitute valuable or creditable additions to the literature, service on government or other commissions in a professional capacity or consulting work which involves more than the routine application of the existing body of knowledge.

Contributions to the administration and development of his department or to the University must of necessity be based upon evaluation by peers and more senior members of faculty.

It would be difficult to set down precisely the relative emphasis to be placed on the criteria of scholarship, professional achievement and contribution to the work of the department and the University for candidates in each of the four (4) groups referred to earlier. Effective teaching should be the first requirement for all candidates for promotion to Associate Professor. Evidence of scholarly work in the form of publications could rank equally with teaching or nearly so in Group II and Group III, and even in Group IV if a candidate whose to concentrate on this area. Professional achievement could replace scholarship as the second criterion in Group IV. In Group I where evidence for scholarship involves a longer time to accumulate, potential for scholarship plus contributions to the department and University could be combined to form a kind of second criterion. A balanced effort on teaching and a second activity such as one of those just described would be most likely to bring about a timely promotion.

⁴ See for example the Senate document on teacher evaluation.

(Appendix B)

Promotion to the Rank of Professor

Promotion to the rank of Professor is based primarily on intellectual maturity, outside recognition of the candidate as an authority in his chosen field and on significant contributions to scholarship or to his profession and to the University. Competence should be evaluated externally by referees as well as by members of the candidate's department and members of related departments. Effective teaching is also an important criterion and must not be overlooked but should receive less emphasis than for promotion to Associate Professor. Only in rare cases would long years of valued service to teaching and to the University be expected to constitute sufficient grounds for promotion to Professor.

Promotion to the rank of Professor will usually not be considered before the lesser of seven (7) years in the rank of Associate Professor or thirteen (13) years from the conferring of the doctorate (or its equivalent). Such consideration will normally take place in the seventh (7th) or thirteenth (13th) year as appropriate. Promotion to this rank is jealously guarded in most institutions and deviations from the normal timing will of necessity be scrutinized extremely carefully by the University Committee.

Without specifying precisely the relative weights to be placed on various categories of activities for candidates in the four (4) groups, it can be stated that a greater conformity to a norm would be expected for promotion to Professor than for promotion to Associate Professor. Scholarship or significant contributions to one's professional field would be of paramount importance, teaching and other activities would receive less weight.

APPENDIX C: A DESCRIPTION OF THE CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION BARGAINING UNIT, FROM THE ONTARIO LABOUR RELATIONS BOARD DECISION DATED APRIL 4, 1975.

"All full time academic staff and professional librarians employed by the Respondent in the City of Ottawa in the Regional Municipality of Ottawa-Carleton save and except President, members of the Board of Governors elected by the Senate, Assistant to the President, Vice-President (Academic), Assistant to the Vice-President (Academic), Deans, Assistant Deans, Director of Schools, University Librarian, Assistant to the University Librarian and Sections Heads for Bibliographic Processing, Central Library Services and Systems."

"Note 1: The unit does not include persons engaged in non-academic administrative positions such as faculty registrars, the University registrar, his associate registrars development officers, information officers and secretary to the Board of Governors, and persons currently employed in departments such as physical plant, finance, administrative services, student services, computer centre, planning, analysis and statistics, continuing education."

"Note 2: The unit includes teaching associates but does not include sessional lecturers (part time), technical aides, research officers, laboratory directors or supervisors, program consultant, graduate teaching assistants and persons engaged primarily in research at the University under a grant appointment nor does it include demonstrators, technical officers or field instructors other than those primarily engaged in teaching."

APPENDIX D: DOCUMENT ON THE RELEASE OF TEACHING STAFF IN TIMES OF FINANCIAL STRINGENCY

(approved by Senate, December 11, 1974)

PART I

Preamble

1. This document is concerned with one aspect of the University's reaction to financial stringency. It must be understood that the release of teaching staff as a means to reduce expenditures will be invoked only after Senate has agreed that very rigorous economies have been introduced in all other possible sectors of the University. The result of such economies may be an additional burden on members of the teaching staff which must be accepted as an alternative to teaching staff reductions.
2. This document is not intended to deal with the question of discontinuance of programmes for academic reasons since ordinary procedures now exist for such action. Nor is it intended to deal with procedures for the release of teaching staff whose performance is unsatisfactory to a degree that warrants dismissal under existing procedures.
3. A situation of financial stringency within the meaning of this document will be recognized by Senate to exist when Senate has declared, on the presentation of evidence from the Budget Review Committee, that the total operating funds available to the University, including deficit financing, are such that the academic sector of the University must inevitably be cut. The following procedures shall be used to decide equitably the cut-backs which will least damage the university community. All other adjustments of the University to the changing needs of the community for educational facilities will be dealt with by the normal procedures which have served the University so far.
4. Enrolments in specific disciplines, programmes, and classes have fluctuated considerably from year to year in the past, and there is no reason to suppose from our present methods of predicting that such fluctuation will be less characteristic of the future; the same could apply to future enrolment in the University as a whole.

(Appendix D)

5. Despite these short-term cycles, it may happen that long-term trends can be established over a period of several years that demonstrate that certain disciplines no longer need to be staffed in their present manner. In times of affluence and increasing income, these fluctuations did not cause a very great perturbation in the overall financial situation of the University. During periods of stable income and enrolment, however, the University may have to modify or curtail the development of certain areas if it is to remain sufficiently flexible to cope effectively with short term fluctuations and the attendant demands that are made upon it. And finally, during periods of diminishing enrolment and income, the Senate may well have to modify and curtail existing programmes if the University is to function effectively and maintain a competitive level of quality in its instruction and research.

PART II

Interpretations and Definitions

1. The interpretations and definitions outlined below are to be used only in connection with this document.

2. a) The Board of Governors

The "Board" means the Board of Governors of Carleton University and hereinafter is referred to as "the Board".

b) The "Senate" means the Senate of Carleton University and hereinafter is referred to as "the Senate".

c) Faculty

For the purpose of this document "Faculty" shall mean any one of the following organizational units of the University:

Arts I, division of the Faculty of Arts;

Arts II, division of the Faculty of Arts;

St. Patrick's College, division of the Faculty of Arts;

Faculty of Science;

Faculty of Engineering.

(Appendix D)

2. d) Department

For the purpose of this document "Department" shall mean the organizational units of the Faculties, headed by Chairmen.

The School of Social Work

The School of Social Work shall be considered for the purposes of this document a Department of the Faculty of Arts, Division II.

The School of Architecture and Industrial Design

The School of Architecture and the School of Industrial Design shall be considered for the purposes of this document as Departments of the Faculty of Engineering.

Should the application of the procedures of this document be applied to members of the teaching staff who hold appointments in interdisciplinary schools, institutes or committees then the "Department" shall be the appropriate Committee of Management or advisory body and shall exercise the duties and responsibilities of a Department as described in this document.

A Department exercising its responsibilities under these procedures may use any organizational arrangement it chooses to exercise its responsibilities, provided that these are consistent with the provisions of University Government in effect.

e) Teaching Staff

For the purpose of this document "teaching staff" shall mean all those persons who hold appointments at the University as Professor, Associate Professor, Assistant Professor, Lecturer (other than Sessional Lecturer), or any other full time academic position with tenure.

f) The Budget Review Committee

The "Budget Review Committee" means that joint Senate-Board Committee consisting of appointees of the Board and Senate.

g) Academic Planning Committee

The "Academic Planning Committee" means the Academic Planning Committee of the Senate.

(Appendix D)

2. h) The Committee of Review

The "Committee of Review" established by this document shall be composed of eleven members; two members elected by each Faculty, and a chairperson who shall be nominated jointly by the President of the University and the President of the Carleton University Academic Staff Association and approved by Senate. The chairperson shall not be a person who has taken part directly in prior decisions relating to the matter under review. This Committee is restricted to dealing only with differences between the Faculty as represented by the Dean and/or the Dean's Advisory Committee and a department as represented by a chairperson and/or a departmental committee.

i) Appeal Committee

The "Appeal Committee" means the Committee established by Section IX of this document for the purposes of hearing an appeal by an individual member of the teaching staff against the decision of the President to recommend to the Board the release of that member of the teaching staff.

j) Dean's Advisory Committee

The "Dean's Advisory Committee" means the advisory committee established in and by each Faculty under this document and shall be composed of the Dean as an ex officio member, one member from each Department, and sufficient student members chosen by each such committee to achieve a total of 20% student participation in each committee. In the case of St. Patrick's College, the Deans of Arts I and Arts II shall be ex officio members and in the case of the Faculty of Engineering, the Director of the School of Architecture and the Director of the School of Industrial Design shall be members ex officio. When a member of the Dean's Advisory Committee is likely to be declared redundant the member must be replaced by an alternate chosen from the department.

(Appendix D)

2. k) Fringe Benefits

"Fringe Benefits" shall mean for the purpose of this document those benefit programmes in which a member of the teaching staff is enrolled in the year prior to any leave granted under the procedures of this document, and including the following:

Canada Pension Plan

Unemployment Insurance

Group Life Insurance

Total Disability Plan

Ontario Health Insurance Plan

Supplementary Medical Plan

Retirement Plan

Free Tuition.

PART III

Assumptions

1. This report proceeds from the following seven assumptions:

a) that the primary objective of the University must always be to achieve and promote the highest possible quality in the fundamental activities of learning, teaching, scholarship, and research in all its Faculties; financial resources must be used for the good of the University as a whole and not be allocated to specific units of the University in proportion to the income generated by these units;

b) that the Board has the authority to establish the total budget of the University. In exercising this authority it works in close conjunction with Senate through the Budget Review Committee. The Budget Review Committee proposes to both Senate and the Board an appropriate division of expenditures between the academic and non-academic sectors of the University to meet future budgetary targets;

c) that Senate alone has the authority to declare whether all or any part of a specific academic programme must be discontinued; it alone has the authority to set minimum requirements (e.g. enrolment) which will apply to courses offered at the University. Curtailment of academic programmes or reduction of the number of teaching staff positions will only take place after Senate has agreed that:

(i) all reasonable cuts in other areas have been achieved;

(ii) the necessity for such curtailment has been demonstrated by a thorough and complete investigation, presented in writing.

(Appendix D)

(Part III)

1. c) Senate

- has the responsibility to recommend the number of teaching staff appointments to be discontinued within any given Faculty, given the decision by the Board regarding the size of budgetary reductions needed within the academic sector and acting with the advice of the Budget Review Committee;
- before making this recommendation is required to consult with Faculty Boards;
- shall not assume the authority, once the number of teaching staff appointments to be discontinued has been set for a Faculty, to specify which individual members within that Faculty shall be affected.

A Dean of an affected Faculty

- may, after consultation with whatever authorities he/she may deem necessary, present proposals for Senate's consideration to achieve the financial reductions set for his Faculty by means other than teaching staff reductions;
 - is responsible to ensure that all factors relevant to the circumstances are adequately presented to the Senate for his Faculty;
 - is responsible to ensure that all decisions and information related to those decisions are adequately presented to the Departments concerned.
- d) that the formal decision on teaching staff terminations will be made by the Board acting on the recommendation of the President following the procedures at Senate, Faculty, and Departmental levels to be described later;
- e) that any reduction in the number of teaching staff appointments will necessarily affect four distinct groups of people: the teaching staff who leave the University, those who remain, the support personnel, and the students;

(Appendix D)

(Part III)

1 f) that human beings are distinct from whatever functions they may temporarily be performing at the University, and thus the discontinuance of a specific function does not in itself mean that the appointment of the person carrying out this function must be terminated.

g) that the University has an obligation to its staff who have committed themselves to the University, and this obligation must be honoured so far as it is possible to do so. Even if under the procedures to be described the function of a member of the teaching staff is to be discontinued this discontinuance does not automatically terminate anyone's appointment until other possibilities have been explored, such as:

(i) alternative employment within the member of the teaching staff's own Department even if such employment falls outside his research specialty. The overriding consideration should be to maintain a high quality of instruction.

(ii) re-allocation to other Departments.

Among still other possibilities Senate endorses the principles of voluntary early retirement, special leaves without pay, assistance to the individual affected in seeking alternative employment, severance pay and opportunity for subsequent re-employment at the University.

Senate further assumes that suitable arrangements along these lines will be worked out between the Carleton University Academic Staff Association and the Board of Governors before any terminations under the provisions of this document can take effect.

(Appendix D)

PART IV

Procedures

The following procedures shall apply in the implementation of this document at all levels:

- a) Student members of bodies or committees operating under the procedures of these documents should participate in all deliberations except when specific individual names are discussed.
- b) In the process of assessing teaching ability, student input should be used through the use of properly conducted course evaluations, and all Departments should consider the conduct of such course evaluations for all their members.
- c) At the time when a Department, or a Faculty, or a Committee of Review has concluded its deliberations and prepared a recommendation which involves an individual name, the person named should be so informed in writing and be given the opportunity of examining the reasons for this recommendation and further should be given the opportunity to present to the body concerned any information he/she feels relevant to the recommendation.

PART V

Senate Role

1. The final decision to curtail an academic programme or programmes can only be taken by the Senate, and it is a prerequisite of any Senate decision that the Senate have as full knowledge as possible of the University's (Faculties' and Departments') academic priorities and budgetary situation before it reaches a decision. The Budget Review Committee and the Academic Planning Committee must have available to them both short and long-term forecasts of the University's budgetary and academic position, and the data on which the forecasts are based must be available to Senate to assist in academic planning and to lessen the possibility of sudden and unanticipated crisis which could lead to academic retrenchment.
2. If, after all these factors have been taken into consideration, it appears necessary on budgetary grounds to reduce the teaching staff, the starting point for dealing with this would be to consider the teaching staff necessary to achieve the primary objectives of the University as stated in assumption 1, (see Part III (1) above) using guidelines to be established by the Senate. These guidelines will include the consideration of student/teaching staff ratios with suitable refinements, and with full recognition that they need not be the same in all sectors.
3. Insofar as the guidelines will involve the establishment of student/teaching staff ratios, the Senate will formulate its position upon receipt of advice from the Academic Planning Committee after the Academic Planning Committee has consulted with Faculties and Departments.
4. In addition, projections will be made to identify tentatively areas of possible teaching staff reduction. It would then be incumbent on those involved to attempt to resolve the anticipated difficulty.
5. When Senate has determined the magnitude of the reduction necessary, through the use of its guidelines and other relevant information, it will choose among the various alternatives to be applied after receiving the recommendations of its Academic Planning Committee and following consultation by the latter with Faculties and Departments.
6. The choices would include: reduction in dollar terms, a reduction in manpower, and the reduction or elimination of a programme or programmes.

(Appendix D)

(Part V)

7. When a Senate decision is reached, it must be transmitted to individual departments by the Dean of the Faculty to which the Departments belong. If the Senate decision concerns all or part of an academic programme or a reduction in dollar terms, the Dean concerned will transmit these decisions to appropriate Departments. If the Senate decision concerns a number of teaching appointments, the Dean, after considering the advice of the Dean's Advisory Committee, will apportion these numbers among the various Departments of his Faculty.

PART VI

Faculty Role

1. To assist the Faculties in their role of interpreting the Senate decisions, there shall be established in each Faculty a Dean's Advisory Committee. (See Part II, 2(j) above).

2. The work of these Committees shall proceed in stages.

A. Stage 1

The Dean on the advice of the Dean's Advisory Committee shall apportion the cut-backs to the Departments without reference to individuals.

(a) On receipt of the notice as to how many individual appointments are to be discontinued, each department concerned shall be given two weeks to prepare a submission to the Dean and the Dean's Advisory Committee outlining its comments on the implications of the terminations.

(b) Within the same time period the Department shall inform the Dean and the Dean's Advisory Committee of the method it wishes to be used in reaching the decision concerning which appointments shall be terminated. This method must be one of the following:

(i) the Department makes the initial decision, involving, if it wishes, the assistance of expert advice from outside the University from individuals who are specialists in the field of the Department concerned.

(ii) the Department authorizes the Dean on the advice of the Dean's Advisory Committee to make the decision.

(Appendix D)

(Part VI)

B. Stage 2

After considering the submissions from the Departments concerned, the Dean, on the advice of the Dean's Advisory Committee, may reapportion the cut-backs.

Should A.b.(i) be chosen, however, the following additional stages would be required:

C. Stage 3

The individuals whose appointments are to be discontinued shall be identified by the Department and made known to the Dean and the Dean's Advisory Committee. (Where a Department has not identified these individuals within three weeks, the Dean, acting on the advice of the Dean's Advisory Committee shall make the decision.)

D. Stage 4

The Dean, on the advice of the Dean's Advisory Committee, may accept the names submitted or may reject any of them. If names are rejected, then the Department concerned must be notified of the reasons of the Dean's Advisory Committee and the Dean shall instruct the Department to begin again at Stage 3.

E. Stage 5

In the event of continued disagreement between the Department and the Dean, the matter shall be decided by a Committee of Review. (See Part VIII below.)

PART VII

Departmental Role

1. The department role in cut-backs for budgetary reasons will depend on the choice made under Stage 1, Section b. (See Part VI, 2 a) above).
2. In case b(i), the Department selects those individuals whose appointments are to be discontinued.
3. In case b(ii), the Department's role shall be to provide pertinent information, commentary and such other assistance as it can render to the Dean and the Dean's Advisory Committee.

(Appendix D)

(Part VII)

4. The principal criterion to be used in making decisions on teaching staff terminations is the need to maintain the viability, continuity, balance, and quality of the Department's teaching and scholarly activities, including research.

5. Without in any way altering the foregoing essential criterion, decisions among individuals should be based on a consideration of the following factors:

- a) relative academic merit as exemplified in teaching and scholarly activities or research;
- b) the ability to adjust to changed and changing conditions of the discipline or to move from one aspect of the discipline to another, to satisfy the established priorities of the Department;
- c) contributions to the administrative needs of a Department, Faculty or the University;
- d) long service to the University;
- e) tenure, to the extent that when a decision lies between two members of the teaching staff judged to be of equal merit, the matter shall be decided in favour of a tenured over an untenured individual.

PART VIII

The Role of the Committee of Review

1. The Committee of Review reviews apportionment decisions made by a Dean arising from Stage 2 at the request of the Department concerned. If the Committee of Review confirms the Dean's decision and so informs the President, the President shall so advise the Department in question, whereas if the Committee of Review does not concur in the Dean's decision, then the Dean must reconsider the apportionment.

2. If a Dean does not agree with the choice of the persons whose appointments are to be discontinued by the Department, he/she may refer this recommendation to the Committee of Review. The Committee of Review shall review the matter and make a recommendation which the Dean shall accept.

(Appendix D)

(Part VII)

3. In regard to the apportionment decision, the Committee of Review will be limited to determining whether proper procedures and rules of natural justice have been followed.
4. The Committee of Review shall submit its findings, in writing, to the Dean and the Dean's Advisory Committee and the Department concerned within two weeks of being called upon.

PART IX

Implementation and Appeal

1. The President shall write to those members of the teaching staff whose appointments as members of the teaching staff are to be terminated indicating that he/she will be so recommending to the Board and giving to the individual concerned in writing the reasons on the established criteria (see Part VII above), for the decision. This letter shall serve as notice by the University of its intention to terminate the appointment on June 30 of the next academic year.
2. The letter of notice shall include a statement indicating that appeal against this decision can be made in writing addressed to the President within 14 days.
3. If an appeal is made it shall be heard by an Appeal Committee composed of three persons, one of whom is chosen by the appellant, one by the University, and the third chosen by the first two. The first two members named should be members of the Carleton faculty.
4. An appeal will be upheld if the Appeal Committee decides by a simple majority that a proper assessment has not been made of the criteria listed in Part VII of this document and more especially of those presented in the President's letter.
5. The chairperson of the Appeal Committee shall advise the President and the member of the teaching staff of the date and place fixed by it for a hearing in connection with this matter. The member of the teaching staff may at any time before the hearing provide the Appeal Committee and the President with a written reply to the reasons given by the President in support of his intention to recommend termination but where such a reply is given within seven days of the day fixed for the hearing, the Appeal Committee may, on its own initiative or at the request of the President, postpone the hearing for a period not exceeding seven days. Reasonable notice of any postponement shall be given to the member of the teaching staff and the president.

(Appendix D)

(Part IX)

6. A hearing by the Appeal Committee shall be held in camera unless the faculty member requests otherwise by notice given to the Appeal Committee in writing at least one week in advance of the hearing.

7. Both the President (or his nominee) and the member of the teaching staff are entitled to appeal at the hearing and, if they so desire, to be represented by counsel or other advisers. The Appeal Committee is entitled to fix its own rules as to the procedure before it, the examination and cross-examination of witnesses, and the admissibility of evidence. A transcript of the proceedings at any hearing before an Appeal Committee shall not be obligatory but the chairperson or the Committee, upon the application of either the President (or his nominee) or the affected teaching staff member, may direct that the testimony of a specified witness be recorded as the chairperson or a Committee may direct and a transcript thereof provided for its consideration if it so desires.

8. As soon as possible after completion of the hearing before it, the Appeal Committee shall provide the President and the member of the teaching staff with its decision, in writing, as to whether sufficient reason exists for the President to recommend termination of the member of the teaching staff's appointment supported by such reasons as the Appeal Committee considers appropriate.

9. Nothing in this document restricts the right of an individual to appeal under the provisions of the *Tenure and Dismissal document*. However, the main ground for such an appeal would be an allegation that the termination was in fact a "dismissal for cause" rather than a "release on account of financial stringency". The Dismissal Hearing Committee would first consider whether it appeared that the appellant was being dismissed primarily for reasons other than financial stringency. If it determined that other reasons might exist, it should then proceed with a hearing as provided in the *Tenure and Dismissal document*. If, on the other hand, the Committee determined that there was no cause other than the stated financial reasons, it should not consider the matter any further. The individual could then still appeal to the Appeal Committee of this report.

10. Where an Appeal Committee has reached a decision that sufficient reason does not exist for a recommendation by the President to the Board of Governors that a member of the teaching staff's appointment be terminated, the President shall not make such a recommendation to the Board and the procedure provided for in these provisions shall not again be instituted on the basis of substantially the same facts and considerations.

(Appendix D)

(Part IX)

11. At any time after its decision is communicated to the President and the member of the teaching staff, the Appeal Committee may, if it considers it to be in the public interest to do so, make public its decision and any or all of its reasons. Except where a hearing before the Appeal Committee is held in public, and except to the extent that the Committee itself makes its decision and any of its reasons for it public, all information shall be treated as confidential information and the decision of the Appeal Committee and its reasons for it are confidential except that the decision and reasons may be submitted to the Board of Governors in support of a recommendation by the President that the appointment of a member of the teaching staff be terminated.

12. Expenses

Any expenses arising out of any hearings of the Appeal Committee including expenses connected with the recording and transcription of testimony when directed by the Appeal Committee and the fees and expenses of witnesses called at the direction of the Appeal Committee, but not otherwise, shall be borne by the University. Save as aforesaid the University and the affected member of the teaching staff shall each bear their own expenses including those connected with the calling by them of any witnesses or the preparation and presentation of documents and the fees and expenses of counsel or advisers as the case may be, provided that the Appeal Committee may direct that the fees and expenses of a counsel, if one is engaged by the affected member of the teaching staff or some portion thereof shall be borne by the University where, in the Appeal Committee's view of the circumstances, it considers it just and equitable that the University should pay them.

Appendix E: Salary Rationalization

1. Members of the Committee discussed in considerable detail the introduction of one-half CDI's, revised criteria for the award/denial of CDI's and changes in the grievability of decisions on the denial of CDI's. However, it has not been possible to resolve these complex issues and consequently the Committee, at this time, makes no recommendations concerning these matters.

2. The Committee recommends the following structural changes in the career development plan:

(a) that the following relationship hold for salaries at Carleton

Lecturer Floor	= 0.80 Assistant Professor Floor
Assoc. Prof. Floor	= 1.25 Assistant Professor Floor
Full Prof. Floor	= 1.65 Assistant Professor Floor
Salary Ceiling	= 2.50 Assistant Professor Floor

(b) that if salaries exceed twice the Assistant Professor Floor (this value shall be known as the breakpoint), then the CDI value be two-thirds of its value for salaries below the breakpoint.

(c) that the value of the CDI below the breakpoint be 1/30 of the difference between the Assistant Professor Floor and the Salary Ceiling.

The model described in (a), (b) and (c) is defined by one parameter. It would be equally convenient to establish either the level of the salary ceiling or the Assistant Professor Floor. Because the Assistant Floor level at Carleton has increased, in the last few years, by the scale increases, the current level is probably neither competitive nor a realistic measure of minimum salaries for Assistant Professors at Carleton. Similarly, at the other end of the salary spectrum, the current method used to determine the ceiling has produced results which have caused concern to both parties to the Collective Agreement. Consequently, the Committee recommends that:

(d) the parties negotiate either the value of the salary ceiling or the Assistant Professor Floor.

The members of the Committee also examined some aspects of the current merit scheme which, at least to some extent, relate to the career development plan. As a result of the analysis the Committee recommends that:

(Appendix E)

2. (e) the value of the merit increment above the breakpoint, defined in 2(b) above, continue to be equal to the value of the career development increment and that the value of the merit increment below the breakpoint be equal to two-thirds of the value of the career development increment.

(f) the final sentence of Article 42.1(e) be replaced by, "The assessment shall normally be based on performance over a number of years".

3. The Committee recommends the establishment of a fund for the correction of anomalies, a fund for other adjustments and an Adjustment Commission with the composition and responsibilities described below.

Upon completion of the first phase of operation of the Commission, its guidelines, procedures and results will be reviewed and modified as the parties may agree before proceeding to a second phase of operation.

3.1 **Adjustment Commission**

(a) (i) There shall be established an adjustment commission consisting of two (2) members named by the employer and two (2) members named by the Association. Each party shall in addition name one (1) alternate in order that the commission shall have an ability to meet on short notice with a full complement of four (4) (two (2) members representing each party). Two (2) members, provided that there is one (1) representative from each of the parties, shall constitute a quorum; and, in cases where there is unequal representation from one (1) of the parties the extra representative shall not exercise a vote.

(ii) The Commission will be expected to report on the policies and principles it uses in arriving at its judgments and recommendations.

(b) One task of the Commission shall be to consider and recommend to the President adjustments in the salary of individual employees where the current salaries are deemed by the Commission to be anomalously low or high relative to the limits described in 3.6, 3.7 and 3.8. The cost, if any, of such adjustments shall be a charge against the Anomalies Fund.

(c) Another task of the Commission shall be to consider and recommend to the President adjustments in the salary of employees, deemed necessary to meet exceptional situations of special merit, market differentials, offers of alternative employment, or obvious inequity. The cost, if any, of such adjustments shall be a charge against the Adjustment Fund.

(Appendix E)

3.1 (d) A further task of the Commission shall be to review the salary of each term appointee granted a preliminary or tenured/confirmed appointment, and if necessary, the Commission shall recommend an adjustment to reflect his/her new status.

3.2 **Procedures for Distribution of Anomalies Fund**

(a) Cases may be referred for consideration to the Commission by the President or the Association or the Commission itself may decide to consider individual cases.

(b) In the first phase of salary rationalization, the Commission shall consider whether salary adjustments are appropriate for those individuals whose salaries are below the lower bounds described in 3.6, 3.7 and 3.8.

(c) The limits established for each rank in the attached table shall constitute bounds such that when an employee's salary is below the bound appropriate to his/her rank, it shall automatically be considered by the Commission which shall make a recommendation to the President.

(d) When an employee's nominal annual salary is above the limit specified in 3.6, 3.7 and 3.8 but below the ceiling, it shall automatically be considered by the Commission which shall make a recommendation to the President.

(e) In the event that an individual's salary is above the limit specified in 3.6, 3.7 and 3.8 but below the ceiling, then the Commission may decide to recommend no action, or to recommend that the salary of the individual be modified over a period of time to bring the individual's salary to a level closer to or equal to the appropriate upper level limit. In arriving at a decision, the Commission shall determine to what extent market effects were responsible for the individual's salary exceeding the upper limit and further, whether and to what extent these considerations continue to be relevant.

(f) If the President implements the recommendation of the Commission as to the appropriate adjustment in an employee's salary, the President's action shall be final and binding.

(g) If, for cases corresponding to salaries below the appropriate lower limit, the President does not accept the recommendation of the Commission and awards a lesser salary increase than that recommended, the employee affected shall have the right to grieve pursuant to Article 30.

(Appendix E)

3.2 (h) If in the President's judgement an increase greater than that recommended by the Commission is warranted, he/she shall award an increase, chargeable to the Anomalies Fund, equal to the recommended increase and either refer the case back to the Commission with a request that the amount in excess of that recommended initially be awarded from the Adjustment Fund or award the amount in excess of that recommended from other sources subject to the limitation specified in 3.5 below.

(i) All salary adjustments charged against the Anomalies Fund shall be effective from May 1st previous to the date of the President's decision.

3.3 **Procedures for Distribution of Adjustment Fund**

(a) Cases may be referred for consideration to the Commission by the President or by the Association, or the Commission itself may decide to consider individual cases.

(b) Where a case is referred to the Commission by the President, which the President deems to be urgent and so indicates to the Commission, the Commission shall consider the case and make its recommendation known to the President within five (5) working days.

(c) If the President implements the recommendation of the Commission as to the appropriate adjustment in an employee's salary, the President's action shall be final and binding.

(d) If the President does not accept the recommendation of the Commission and awards a lesser salary increase than that recommended, the employee affected shall have the right to grieve pursuant to Article 30.

(e) If in the President's judgement an increase in addition to any increase recommended by the Commission is warranted he/she shall award an increase, chargeable to the Adjustment Fund, equal to the recommended increase and award the amount in excess of that recommended by the Commission from other sources subject to the limitation in 3.5 below.

(f) All salary adjustments charged against the Adjustment Fund shall be effective from a date to be agreed upon by the Commission and included in its recommendation to the President.

3.4 General Procedures

- (a) The Commission will normally base its recommendations on a decision obtained by a majority vote. In the event of a split vote, the Committee shall, by a means of its choice, decide upon a recommendation.
- (b) The President shall advise the Commission, and the individual involved, of his decision with respect to the Commission's recommendation within two (2) weeks of the receipt of a recommendation.

3.5 Limitations on Increases above those Recommended by the Commission

When the President awards salary increases in addition to those recommended by the Commission, the aggregate amount of those portions of the increases chargeable to other sources shall not in any salary year exceed \$35,000.

Other sources in the context of this document means monies apart from those included in the Adjustment Fund and/or the Anomalies Fund.

3.6 Faculty Salary Rationalization Tables

- (a) The values of the salary floors, the CDI ceiling and the CDI breakpoint are as follows:

Lecturer Floor	=	0.8F
Assistant Professor Floor	=	1.0F
Associate Professor Floor	=	1.25F
Full Professor Floor	=	1.65F
CDI Ceiling	=	2.5F
CDI Breakpoint	=	2.0F

- (b) The value of the CDI below the breakpoint is

$$c = 0.05F, \text{ rounded up to the nearest } \$10.$$

b

The value of the CDI above the breakpoint is

$$c = \frac{2}{3} \times 0.05F, \text{ rounded up to the nearest } \$10$$

a

(Appendix E)

3.6 (c) The various lines appearing on the "Full CDI's" vs. "Years Since First Degree" diagram have the following properties:

(i) the Standard Line consists of two straight lines, the first having unit slope and joining the points (8,0) and (28,20), and the second having slope $2/3$ and joining points (28,20) and (43,30).

(ii) the Lower Limit lines all have slope $1/2$ and intercept their respective floors at

$$\begin{aligned}x &= 11 \text{ for assistant professors} \\x &= 16 \text{ for associate professors} \\x &= 25 \text{ for full professors}\end{aligned}$$

where x is "Years Since First Degree";

(iii) the Upper Limit for lecturers is 10 CDI steps above the floor for lecturers;

(iv) the Upper Limit for assistant professors is 13 CDI steps above the floor for assistant professors;

(v) the Upper Limit line for associate and full professors is parallel to the first segment of the Standard Line and lies 10 CDI steps above it.

3.7 **Professional Librarian Salary Rationalization Tables**

(a) The values of the salary floors, the CDI ceiling and the CDI breakpoint are as follows:

Librarian I Floor	=	0.9F
Librarian II Floor	=	1.0F
Librarian III Floor	=	1.25F
Librarian IV Floor	=	1.55F
CDI Ceiling	=	2.5F
CDI Breakpoint	=	2.0F

(Appendix E)

3.7 (b) The value of the CDI below the breakpoint is

$$c = 0.05F, \text{ rounded up to the nearest } \$10.$$

b

The value of the CDI above the breakpoint is

$$c = \frac{2}{3} \times 0.05F, \text{ rounded up to the nearest } \$10.$$

a

(c) The various lines appearing on the attached diagram have the following properties:

(i) the Standard Line consists of two straight lines, the first having unit slope and joining the points (5,0) and (25,20), and the second having slope $\frac{2}{3}$ and joining the points (25,20) and (40,30);

(ii) the Lower Limit lines all have slope $\frac{1}{2}$ and intercept their respective floors at

$x = 5.0$ for Librarian II with a slope $\frac{1}{2}$ until $x = 8$ after which
slope = $\frac{3}{4}$

$x = 10.0$ for Librarian III with a slope $\frac{1}{2}$ until $x = 13$ after which
slope = $\frac{3}{4}$ until $x = 25$ after which slope = $\frac{7}{12}$ until $x = 40$ after which slope = $\frac{1}{4}$

$x = 16.0$ for Librarian IV with slope $\frac{1}{2}$ until $x = 19$ after which
slope = $\frac{3}{4}$ until $x = 25$ after which slope = $\frac{7}{12}$ until $x = 40$ after which slope = $\frac{1}{4}$

where x is Years Since First Degree;

(iii) the Upper Limit for Librarian I is equal to the floor the Librarian III ($1.25F$) and so is 7 CDI steps above the floor for Librarian I;

(iv) the Upper Limit for Librarian II is 12 CDI steps above the floor for this rank and so equals $1.6F$;

(v) the Upper Limit for Librarian III and IV is parallel to the first segment of the Standard Line and lies 10 CDI steps above it.

(Appendix E)

3.8 Instructor Salary Rationalization Tables

(a) The values of the salary floors, CDI ceiling and CDI breakpoint are as follows:

Instructor I Floor	=	1.0F
Instructor II Floor	=	1.15F
Instructor III Floor	=	1.35F
CDI Breakpoint	=	2.0F
CDI Ceiling	=	2.5F

(b) The value of the CDI below the breakpoint is

$$c = 0.05F, \text{ rounded up to the nearest } \$10.$$

b

The value of the CDI above the breakpoint is

$$c = \frac{2}{3} \times 0.05F, \text{ rounded up to the nearest } \$10.$$

a

(c) The various lines appearing on the attached diagram have the following properties:

(i) the Standard Line consists of two straight lines, the first having unit slope and joining the points (0,0) and (22,20), and the second having slope $\frac{2}{3}$ and joining the points (22,20) and (37,30), where the abscissa is "Years since first degree" and the ordinate is "CDI steps above the floor for Instructor I";

(ii) the Lower Limit lines all have slope $\frac{1}{2}$ and intercept their respective floors at

x	=	3 for Instructor I
x	=	6 for Instructor II
x	=	10 for Instructor III

(iii) the Upper Limit for Instructor I is equal to the floor for Instructor III, (1.35F) and so is 7 CDI steps above the floor for Instructor I;

(iv) the Upper Limit for Instructor II is 10 CDI steps above the floor for this rank and so equals 1.65F;

(v) the Upper Limit for Instructor III is parallel to the Standard Line and lies 10 CDI steps above it.

Appendix F: Approved List Of Charities

(As recipients of union dues redirected under Article 28.1)

Student Bursaries or Fellowships:

- (a) CUASA Scholarship and Bursaries
- (b) Carleton Undergraduate Bursary Funds
- (c) J.H. Reid Memorial Fellowship Fund
- (d) Carleton University Scholarship Fund
- (e) Economics Scholarship Account

Domestic Charities:

- (a) The United Way, Ottawa-Carleton
- (b) The Salvation Army - Ottawa Branch
- (c) The Ontario Heart Foundation - Ottawa Branch
- (d) The Canadian Tuberculosis and Respiratory Disease Association

Overseas Charities:

- (a) CARE
- (b) CUSO
- (c) OXFAM
- (d) Unitarian Service Committee of Canada

Appendix G: Research Achievement Award Procedures For Inter-faculty Cross-appointees

Inter-faculty cross-appointee employees shall have the option of choosing one of the following procedures for Research Achievement Award recommendations:

- (1) The appropriate Faculty Promotions Committee shall appoint a joint sub-committee, drawn from amongst their members, which shall take fully into account the departments' (or equivalent) recommendations. The decision of the joint sub-committee shall be final and binding.
- (2) The employee shall declare the sole Faculty Promotions Committee by which she/he wishes to be considered. The Faculty Promotions Committee selected shall specifically consider the contribution to each department (or equivalent) of any employee recommended by the body specified in Article 41.2(a)(iii). The decision of the Faculty Promotions Committee shall be final and binding.

The employee shall notify the appropriate deans of his/her choice of options by July 1st of each year and, in the case of option (2), the notification shall include the choice of Faculty Promotions Committee as well. In the event of a failure to notify the appropriate deans by July 1st the previously notified choice shall continue to operate and if there is no previous notification then option (1) shall be deemed to be the option chosen.

Appendix H: Redeployment Procedures Pursuant To Senate Resolutions Dated December 5, 1997.

The following redeployment procedures shall apply to employees identified for lay-off pursuant to the Senate resolutions dated December 5, 1997:

1. The employee shall remain in his/her current position while the employer endeavours to redeploy.
2. The employer will make good faith efforts to facilitate the redeployment.
3. Criteria for redeployment shall be as follows:
 - (a) there must be a position available for which the employee is qualified, or can become qualified within the two (2) year period;
 - (b) the academic unit(s) or sub-unit(s) to which redeployment is proposed must accept the employee. The decision must be based solely on academic grounds. Should an academic unit(s) or sub-unit(s) refuse to accept a proposed redeployment then it shall prepare a reasoned assessment for its decision which shall be provided to the employee and the parties.
4. At the employee's initiative, the employee and the employer shall endeavour to develop a retraining plan in accordance with Article 38.1(g) to facilitate redeployment. For up to two (2) years, the employee may maintain a normal teaching workload, and the remaining workload may be devoted to retraining.
5. If the employer offers the employee a position that is commensurate with the employee's appointment status and qualifications and the employee does not accept it within one (1) month, Article 22.5 shall apply.
6. If after two (2) years from July 1, 1998, the employee has not been redeployed, Article 22.5 shall apply.

Appendix I: Agreement With Respect To In Class Itv Teaching

1. Intellectual property rights are governed by the CUASA collective agreement (see Article 14).
2. This contract applies to the ITV broadcast of _____
for the _____ term and to re-use as specified in clause 6.
3. Resource Allocation
 - (a) The employer will provide sufficient resources to produce tapes of the course for broadcast.
 - (b) Sufficient production support will be provided, time permitting, to allow minimal editing in order to produce an acceptable product.
 - (c) The following production resources in addition to normal technical support, will be provided:
 - (i) additional voice mail for the instructor YES/NO
 - (ii) additional voice mail for the TA's YES/NO
 - (iii) TA's YES/NO
If Yes, Number of TA's _____
 - (iv) computer YES/NO
 - (v) other _____

4. Workload

The workload credit for teaching on ITV (whether a half of full credit course) during an academic year shall be one half credit extra. Variation from this shall be by mutual written agreement. (Information on workload credit shall be transmitted to CUASA.)

- (a) The workload credit applies YES/NO
- (b) If no, the following workload credit is given: _____

5. Cancellation

The employer may cancel the ITV portion of a course which is the subject of this agreement at any time and must give notice to the instructor. If the notice of cancellation is given to the instructor less than 30 days before the first scheduled class, the instructor will be provided with the agreed workload credit set out in clause 4.

6. Re-Use and Compensation

(a) It is intended that this ITV course shall be rebroadcast

not at all

summer session _____ The copyright holder shall be the instructor of record YES/NO

fall session _____ The copyright holder shall be the instructor of record YES/NO

winter session _____ The copyright holder shall be the instructor of record YES/NO

_____ times over _____ years The copyright holder shall be the instructor of record YES/NO

The creator shall have the right of first refusal to be assigned the instructor of record

YES/NO

(b) The copyright holder retains the right to make revisions and edit the course prior to rebroadcast.

(c) Compensation

(i) When the copyright holder is also the instructor of record, there will be a workload credit of half the credit value of the course plus a payment of 33% of the appropriate additional compensation specified in Article 43.1.

(ii) Financial compensation to the copyright holder who is not the instructor of record shall be a payment of 33% of the appropriate additional compensation specified in Article 43.1.

(iii) Variation of this standard shall be by mutual agreement. (Information on workload credit shall be transmitted to CUASA.)

Compensation: _____

Workload Credit: _____

Other: _____

7. Re-use Outside University

The copyright holder has / has not (circle as appropriate) an interest in the reuse of materials covered by this contract outside this University. If such reuse is proposed, it will be the subject of a separate agreement.

Copyright Holder _____ Date

Recommended by: _____
Chair/Director _____ Date

Approved by: _____
Faculty Dean _____ Date

: _____
Dean of Students _____ Date

THIS COLLECTIVE AGREEMENT

SIGNED AT OTTAWA,

this 26th day of the month of January, 2004.

Carleton University

Carleton University Academic
Staff Association
