

This COLLECTIVE AGREEMENT

between

NIPISSING UNIVERSITY

(hereinafter called the University)

and

**NIPISSING UNIVERSITY FACULTY
ASSOCIATION**

(hereinafter called the Association or NUFA)

The parties agree as follows:

May 1, 1997 to April 30, 2000

TABLE OF CONTENTS

Article	Page
1 Definitions	1
2 Preamble	3
3 Definition of the Unit	3
4 Recognition	3
5 Rights and Privileges of the Association	3
6 Dues Check-Off	5
6.2 Dues Remittance	5
7 Academic Freedom and Academic Responsibility	5
7.1 General Definition	5
7.2 The freedom to teach, and its responsibilities	6
7.3 The freedom to research, and its responsibilities	6
7.4 The freedom to publish, and its responsibilities	6
7.5 The freedom to speak extramurally, and its responsibilities	6
8 No Discrimination	7
9 Joint Committee for the Administration of the Agreement(JCAA)	7
10 Correspondence and Information	8
10.1 Correspondence	8
10.2 Information	8
10.3 Information for Contract Administration and Collective Bargaining	9
10.4 Information from the Association	9
11 Copies of the Agreement	10
12 Past Practices	10
12.1 Working Environment	10
12.2 University Governance	10
13 Management Rights	11

Article	Page
14 Amendments to the Nipissing University Act	11
15 Confidentiality and Access to Personnel Files	11
16 Faculty Appointments	14
16.1 Academic Qualification	14
16.2 Canadian Candidates	14
16.3 Employment Equity	14
16.4 Advertisements	15
16.5 Ranks for Faculty	16
16.6 Faculty Appointments	16
17 Tenure and Promotion	16
17.1 Tenure	16
17.2 Promotion	17
17.3 Consolidated Committee	17
18 Limited-Term Appointments	18
19 Leaves and Authorized absences for Members	20
19.1 Leave of Absence Without Pay	20
19.2 Leave for Academic and Professional Development	21
19.3 Public Office Leave	22
19.4 Court Leave	22
19.5 Sick Leave	22
19.6 Compassionate Leave	23
19.7 Maternity, Adoption/Child Care Leave	23
19.8 Statutory Holidays	24
19.9 Annual Vacation Leave	24
19.10 General Leave	24
19.11 Availability and Authorized Absence	25
20 Sabbaticals	25
20.1 General Provisions	25
20.2 Criteria and Procedures	26
20.3 Salary and Benefits During Sabbatical Leave	28
21 Rights and Responsibilities	29
21.1 General	29
21.2 Members as Teachers	29
21.3 Members as Scholars/Researchers	30
21.4 Members' Roles in Governance	30
21.5 Outside Professional Activities of Members	30
21.6 Learned Societies and Professions	31
22 Other Terms and Conditions of Employment	31

Article	Page
22.1 Off-Campus Teaching and Special Courses	31
22.2 Resignation	31
22.3 Financial Assistance for Completion of a Doctoral Degree	32
22.5 Retirement	32
23 Academic Workload	32
23.1 Workload of Members	32
23.2 Information	32
23.3 Teaching Workload of Members	33
23.5.1 The Duties of a Chairperson in the Faculty of Arts & Science	34
23.5.2 The Duties of a Chairperson in the Faculty of Education	35
23.6 Reduced Workload With Pro-Rated Pay	35
23.7 Reduced Time Provisions for Long-Service Employees	36
24 Student Evaluations of Teaching	37
24.2 Student Evaluations	38
25 Complaints, Grievances and Arbitration	39
25.4 Definitions	40
25.5 Grievance Mediation	40
25.6 Member Grievances	41
25.7 Association Grievances	42
25.8 University Grievances	42
25.9 Exclusions from the Grievance Procedure	43
25.10 Failure to Respond	43
25.11 Arbitration	43
25.12 Appointment of Arbitrator	43
25.13 Limits on Arbitration	44
25.14 Expenses	44
25.15 Time Limits	44
26 Financial Exigency and Program Redundancy	45
27 Benefit Plans	51
27.2 Cost Sharing Arrangements	51
27.3 Joint Benefits Committee	52
27.4 Information and Reporting	52
27.5 Free Tuition	52
27.6 Benefits for Retired Employees	53
27.7 Time Spent Outside the Country	53
27.8 Athletic Facilities	54
28 The Nipissing University Pension and Retirement Plan	54
29 Special Early Retirement Benefits	55

Article	Page
30 Financial Compensation	55
31 Patents and Copyright	57
32 Health, Safety and Security	59
33 Amalgamation, Consolidation, Merger or Expansion of the University	59
34 Negotiation Procedure	60
35 Strikes or Lock-Outs	60
36 Duration and Continuance of the Agreement	61
37 Employment of Non-Members	61
38 Achievement Awards	62
39 Method of Payment	62
40 Discipline	62
41 Appointments of Professional Librarians	65
42 Grants and Contracts for Research and Creative Activity	65
42.4 Grants and Contracts Not Administered by the Employer	65
42.5 Grants and Contracts Administered by the Employer	66
42.6 Member-Funded Grants	66
Appendix A: A Description of the Nipissing Faculty Association Bargaining Unit from the Ontario Labour Relations Board Decision dated January 11, 1994.	67
Appendix B: Arbitrators Pursuant to Article 25.12	68
Appendix C: List of Courses Pursuant to Article 18.2(b)	69
Letter of Understanding - Financial Compensation	70

ARTICLE 1: DEFINITIONS

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

1. Academic Subunit designates a division, department, discipline or program.
2. Academic Unit designates a faculty headed by a Dean who is outside the Bargaining Unit.
3. Academic Year designates the period thus named and specified annually by Senate.
4. Association designates the Nipissing University Faculty Association (NUFA).
5. Bilateral/Parity describes committees created by the parties pursuant to the Collective Agreement which contain equal numbers of representatives of each of the parties.
6. Board of Governors (hereinafter called the Board) is the body referred to by that name in the Nipissing University Act.
7. Canadian designates a citizen, a legally resident, landed-immigrant, or those legally resident in Canada pursuant to a Ministerial permit.
8. 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.
9. Chair/Chairperson of a Division is that person elected by faculty members in that Division in accordance with procedures specified in this Collective Agreement, and who is a faculty members.
10. 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.
11. Department or Discipline designates a subunit of the Divisions.
12. Employer designates the Board of Governors of Nipissing University.
13. Immediate Family designates spouse, sibling, parent, or child.
14. Member designates a person included in the bargaining unit as defined by the certificate issued by the Ontario Labour Relations Board, dated January 11, 1994 as may be amended by the Ontario Labour Relations Board or by agreement of the parties.

15. Month designates twenty-two (22) working days.
16. Nipissing University is the body corporate defined by the Nipissing University Act (1992).
17. Nominal Salary designates for any given period the gross salary to which a Member is entitled if engaged in full-time service at Nipissing University excluding any stipends and/or payments for overload teaching.
18. O.C.U.F.A. designates the Ontario Confederation of University Faculty Associations.
19. Parties are the parties to this Collective Agreement, namely Nipissing University and the Nipissing University Faculty Association.
20. Personnel File/Dossier designates all files containing evaluative materials concerning Members.
21. President designates the chief executive officer of the University.
22. 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.
23. Senate is the body referred to by that name in the Nipissing University Act.
24. Senate/Board Documents and/or Policies designate those documents and/or policies formally approved by both the Senate and the Board of Governors of Nipissing University.
25. Spouse designates a husband or wife in law or in common law and shall include same-sex common law partners of Members.

ARTICLE 2: PREAMBLE

- 2.1** 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 University and the Members in the Bargaining Unit.

ARTICLE 3: DEFINITION OF THE UNIT

- 3.1** The composition of the Bargaining Unit shall be as defined by the certificate of the Ontario Labour Relations Board, dated January 13, 1994, 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 A).
- 3.2** A Member on any form of leave or one who accepts a reduced-time appointment pursuant to Article 23.6 shall continue to be a Member of the Bargaining Unit.

ARTICLE 4: RECOGNITION

- 4.1** The Employer recognizes the Association as the sole and exclusive bargaining agent of the Members of the Bargaining Unit, as defined by the certificate of the Ontario Labour Relations Board dated January 13, 1994, as may be amended from time to time (see Appendix A).

ARTICLE 5: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- 5.1** (a) The Employer shall provide the Association with furniture, a telephone and use of the University postal service. The Employer shall provide, when available, secretarial support for the Association. All such services shall be provided on a cost recovery basis.
- (b) Subject to availability, the Employer will allow the Association reasonable use of Nipissing University reproduction services,

computing facilities, and audiovisual equipment on a cost recovery basis.

- 5.2 The Employer shall provide the Association with suitable office space on the University campus at a cost to recover operating and maintenance. Such costs are not to exceed \$5 per square foot.
- 5.3 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 Nipissing University.
- 5.4 A Member's service to the Association, the Canadian Association of University Teachers (C.A.U.T.) and the Ontario Confederation of University Faculty Associations (O.C.U.F.A.) shall be considered as a portion of administrative or other community service component 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, divisional, faculty, senate and University committees, and duties undertaken for learned or professional societies.
- 5.5 The Association shall have the right to have an observer present at **meetings** of the membership called by the Employer or the agent of the Employer at which matters pertinent to this collective agreement are to be discussed and to make representations at such meetings.
- 5.6 The Association shall have the right at any time to call upon the assistance of representatives of C.A.U.T. and O.C.U.F.A. Such representatives shall have reasonable access to Nipissing University premises to consult with Members, Association officials or the Employer.
- 5.7 The President of the Association shall not be required to teach more than two and one half (2.5) full courses, or the equivalent, during any academic year of the term of office, without prejudice to his/her salary, benefits or any rights and privileges within the University. The Association may at its discretion purchase an additional half course remission to be assigned to any member by remitting to the University the amount equal to an overload stipend for one half course. 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 23.3, 23.6 and 23.7.

ARTICLE 6: DUES CHECK-OFF

- 6.1** (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) A Member who affirmatively asserts objection to the payment of union dues to a trade union on religious or conscientious grounds, and said objection is recognized by the Ontario Labour Relations Board shall have a sum equivalent to Association dues deducted by payroll check-off and remitted on the Member's behalf to a charitable organization registered with the Department of National Revenue, and chosen annually by the Member. Members, including newly appointed Members and others entering or re-entering the Bargaining Unit from excluded academic positions, may apply for this exemption by submitting written evidence of their conscientious or religious objection to the Employer with a copy to the Association.

6.2 Dues Remittance

The amounts deducted under Article 6.1(a) shall be remitted monthly to the Association no later than the twentieth (20th) day of the following 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 Members from whose salaries deductions have been made and the amounts so deducted from every Member's salary, on a monthly basis.

ARTICLE 7: ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY

7.1 General Definition

Members have a right to academic freedom, which is defined as the freedom, individually or collectively, to pursue, to develop and to transmit knowledge through research, study, discussion, documentation, production, creation, teaching, lecturing and writing, regardless of prescribed or official doctrine and without constriction by institutional censorship.

7.2 The freedom to teach, and its responsibilities

Members teaching courses have the right to the free expression of their views on the subject area, and may use and refer to materials and their treatment thereof without reference or adherence to prescribed doctrine.

In such circumstances, the Member is expected to cover topics according to the Calendar description, to remain up to date in the knowledge of the discipline, treat students fairly and ethically, and teach effectively, which includes using fair, reasoned and fact-based arguments and showing a willingness to accommodate the expression of differing points of view.

7.3 The freedom to research, and its responsibilities

Members have the freedom to carry out scholarly research within areas of their expertise without reference or adherence to prescribed doctrine.

The researcher is expected to meet ethical guidelines for work with animal or human subjects, to deal fairly with colleagues and students, to carry out the research in the spirit of a genuine search for knowledge, and to base findings upon a critical appraisal of available data and a reasoned analysis of their interpretation.

7.4 The freedom to publish, and its responsibilities

Members have the right to publish the results of their research, without interference or censorship by the institution, its agents, or others.

Researchers have a responsibility to report findings fairly and accurately, and to recognize appropriately the contributions of others to the work they report.

7.5 The freedom to speak extramurally, and its responsibilities

Members have the right to speak extramurally, including the right to criticize the government of the day or the administration of the institution.

Speakers who are commenting extramurally in their areas of disciplinary expertise are bound by the same obligation to fair and critical scholarship which attends the right to publish research.

In the exercise of this right, members shall not create ambiguities as to whether they are speaking in a professional capacity or as private citizens, nor shall they purport to speak on behalf of the University unless so authorized by the Board, the President or his/her designate.

ARTICLE 8: NO DISCRIMINATION

- 8.1** The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Member in regard to the Member's salary, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of age (except for retirement as provided for in this Collective Agreement), race, creed, colour, national origin, political or religious affiliation or belief, gender, sexual orientation, marital status or membership in the Association.
- 8.2** Further, the parties agree that there shall be no discrimination practised with respect to any Member in regard to salaries, rank, appointment, tenure, promotion, sabbatical, fringe benefits or any other terms and conditions of employment by reason of family relationship.
- 8.3** The Employer shall not restrict the employment or assignment of Members who are physically handicapped or disabled, provided that such disability does not interfere with their ability to perform the necessary job requirements.

ARTICLE 9: JOINT COMMITTEE FOR THE ADMINISTRATION OF THE AGREEMENT (JCAA)

- 9.1** The Parties agree to establish a Joint Committee on the Administration of the Agreement (JCAA) within fourteen (14) days of the signing of the ratification of this Collective Agreement composed of two (2) representatives of the Employer and one alternate and two (2) representatives of the Association along with one alternate. Appointments to the Committee shall be for a two-year term and shall be subject to renewal.
- 9.2** The Joint Committee shall not have the power to add or modify in any way the terms of this Collective Agreement, but shall function in an advisory capacity to the Association and/or Employer with the general aim of ensuring that this Collective Agreement is administered in a spirit of co-operation and mutual respect, and shall seek the timely correction of conditions which may give rise to misunderstandings. The JCAA will bring to arbitration any dispute over the interpretation of the Collective Agreement that cannot be resolved by the JCAA.
- 9.3** The Joint Committee shall determine its own procedure, subject to the following provisions:

- (a) The committee shall be chaired jointly by one of the representatives of the Association and one of the representatives of the Employer who shall together be responsible for preparing and distributing the agenda and minutes of meetings.
- (b) The Joint Committee shall meet as necessary but at least twice 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 four (4) members with two (2) representatives of each party present, minutes of decisions shall not constitute Memoranda of Agreement unless signed by those persons authorized by each party.
- (c) The Parties may, by mutual consent, expand the JCAA, to create Subcommittees of the Joint Committee 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.
- (d) The Joint Committee may invite observers to attend meetings of the Committee or of its Subcommittees.

ARTICLE 10: CORRESPONDENCE AND INFORMATION

10.1 Correspondence

- (a) Except where otherwise specified in this Collective Agreement correspondence between the Association and the Employer arising out of this Collective Agreement shall pass between the President of the University and the President of the Association, or their designates.
- (b) Where written notice is specified in the Agreement the University Internal mail will be deemed adequate means.

10.2 Information

- (a) On or about August 1 of each year, the Employer shall make available to the Association the name, home address, status (limited-term, tenure-track, tenured), nominal salary, actual salary, number of increments, length of appointment, rank, year of appointment to current rank, birth date, date of last sabbatical, amount of dues deducted, and date of last promotion of each Member. It is understood that any information relating to compensation is to be confidential.

- (b) Within 30 days of occurrence the Employer shall provide a list of new employees eligible for membership in the bargaining unit and notice of Members who have resigned.

10.3 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 10.3(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 University budget;
 - (ii) a copy of the annual audited statement of the University when approved by the Board of Governors;
 - (iii) the names of all persons appointed or elected to positions on the Board of Governors;
 - (iv) in October of each year, the total salary allocation and mean salary for each of the following categories outside the bargaining unit: Professors, Instructors and Researchers; and
 - (v) in October of each year, the total salary allocation and the salary range for the following group of senior administrators outside the Unit: President, Vice-President Administration, Dean of Arts & Science, Dean of Education, Registrar and Director of University Relations.

10.4 Information from the Association

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

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

ARTICLE 11: COPIES OF THE AGREEMENT

- 11.1** Prior to ratification by either party, the Association will provide to the employer thirty copies of the draft collective agreement.
- 11.2** Upon ratification by the parties of the Collective Agreement, 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.
- 11.3** The Employer shall as soon as possible, and in any event within sixty (60) days after the signing of this Agreement, provide to the Association for distribution to its members a number of copies equal to the number of Members in the bargaining unit as of the date of signing of this Agreement, and an additional twenty (20) copies. The number of Members in the bargaining unit will be established from the Employer's payroll records.
- 11.4** Distribution of copies of the Agreement to new Members included in the bargaining unit and to persons to whom an offer of employment subject to this Agreement is made shall be the responsibility of the Employer.
- 11.5** Reproduction of the Collective Agreement shall be done through the University facilities on Campus if possible.

ARTICLE 12: PAST PRACTICES

12.1 Working Environment

All working conditions, provided that they are reasonable, certain and known, enjoyed or possessed by individual **Members** of the bargaining unit at the time of ratification of this agreement, shall be maintained subject to the express provisions of this agreement.

12.2 University Governance

The parties recognize that the collegial process will continue to be fundamental to the life of the University. The parties undertake to respect that principle and thus recognize the right and responsibility of members to participate individually, in accordance with each member's responsibilities in the formulation of policies and procedures for the

functioning of the University and to take part in the work of the appropriate committees, councils and assemblies.

ARTICLE 13: MANAGEMENT RIGHTS

- 13.1** The Association acknowledges that the Employer has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of a collective agreement with the Association, excepting only those that are clearly and specifically relinquished or restricted in this agreement. The Employer agrees that in exercising those management rights, it shall neither attempt to circumvent the provisions of the agreement, nor act in a manner inconsistent with the terms and conditions of employment set out therein.

ARTICLE 14: AMENDMENTS TO THE NIPISSING UNIVERSITY ACT

- 14.1** To ensure that any future proposals to amend the Nipissing University Act proclaimed December, 1992 reflect the shared aspirations of the University community, the parties agree that any proposal by the University to amend the Act requires consultation with the Senate and also consultation with the Association, and to this end the Senate and the Association shall be provided a period of time not less than one month to comment to the Board on any such proposed changes.

ARTICLE 15: CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

- 15.1** A Member 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.
- 15.2** Members 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, Members shall have the right to provide additional material for inclusion in their personnel files.
- 15.3 (a)** No anonymous material shall be kept by the Employer concerning any Member. Any such anonymous material contained in the files at the time of ratification of this Agreement shall be destroyed by the Employer. Nevertheless, anonymous material, if maintained contrary to this policy, shall not be submitted as evidence in any

subsequent proceeding involving any Member. If introduced, such material shall be sufficient in and of itself to invalidate the deliberation, action or proceedings. Statistical information gathered pursuant to Article 24 shall not be considered anonymous material. Non-statistical information gathered pursuant to Article 24, however, shall not be exempt from the provisions of this article.

- (b) Where the Employer places a signed complaint in a Member's file from any source:
 - (i) the Member 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 Member shall be given an opportunity to place a comment or rebuttal on the file;
 - (iii) the Employer may only use the complaint in a career decision if the student's names are disclosed to the Member;
 - (iv) if the author is a student and does not consent to the disclosure of his/her name, then upon completion of final grade reports the document, along with the Member's rebuttal, shall be removed from the file and destroyed;
 - (v) if the students' names are disclosed, the Member 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 be placed in the Member's file and a copy forwarded to the Member.

15.4 Personnel files of Members shall be kept only by the appropriate Dean, and the Office of the President of the University. The files maintained in the Human Resources Office are deemed for the purposes of this Article not to be personnel files and shall not form part of any dossier for purposes of appointment, promotion or tenure pursuant to Article 17.

15.5 Letters or assessments received in relation to the initial appointment of a Member at the University 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 one (1) month of the Member obtaining tenure. Such letters or assessments shall not be submitted as evidence in any subsequent proceeding involving a Member. Letters currently in the files of any tenured Member in relation to appointment shall be either destroyed or returned to the sender within

one (1) month of the signing of this Collective Agreement and shall not be used in any proceeding involving a Member of the Bargaining Unit.

- 15.6** Letters of reference solicited by or with the knowledge of a Member who has applied for tenure or promotion shall be considered confidential. Such letters and assessments in connection with tenure or promotion shall not be shown to the candidate except where the candidate proceeds to arbitration. All letters and assessments in relation to promotion shall be destroyed at the request of the Member no sooner than one (1) year after they are written. Such letters or assessments, if maintained contrary to this policy, shall not be submitted as evidence in any subsequent proceeding involving a Member.
- 15.7** When confidential material is to be used by the Employer in the course of proceedings to resolve a grievance and an arbitrator is used he/she shall have access to all confidential material. Where in the opinion of the arbitrator the identity of the author is central to the resolution of the difference, the arbitrator shall be supplied with the material and may make use of it as is essential to his/her decision, having due regard to its confidentiality.
- 15.8** If a document is placed in a Members file contrary to the provisions of this Collective Agreement, the Member may challenge its inclusion in his/her file. The Member has the right to include in the file at any time additional material which is not anonymous including his/her written comments on the accuracy or meaning of any of the contents of his/her file.
- 15.9** The Member shall be informed in writing of any additions to or deletion of material for his/her file within ten (10) working days of the addition or deletion.
- 15.10** None of the contents of the Member's file shall be made available to any person or institution outside of Nipissing University, except at the written request of the Member or as part of established assessment procedures. If the University is compelled by law or regulation to release information in a Member's file, the details of the release shall immediately be conveyed in writing to the Member.

ARTICLE 16: FACULTY APPOINTMENTS

16.1 Academic Qualifications

In assessing the academic qualifications of candidates for any new position or vacancy within the Bargaining Unit, the following shall be considered: academic credentials, including scholarships and awards; program fit within the relevant academic unit; teaching experience and teaching performance; scholarly research and publication record (or potential); and professional service record (or potential).

16.2 Canadian Candidates

Unless the academic qualifications of a non-Canadian candidate for a position are demonstrably more suitable than those of a Canadian candidate, the selection committee shall recommend that the Canadian be appointed. Exceptions on the part of the selection committee or departures from such recommendations by a Dean, or the President shall be reported in writing to the Association and the Secretary of the Senate within ten (10) working days by the President.

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.

16.3 Employment Equity

- (a) The parties agree to the principle of employment equity at Nipissing University. Consistent with that principle, where there is under-representation of women, visible minorities, aboriginal peoples or persons with disabilities in an academic unit:
 - (i) the Employer shall include, as a minimum, a statement in all advertisements for bargaining unit positions that the Employer welcomes applications from qualified Members of designated groups as well as from others who are qualified.
 - (ii) the Employer shall establish search procedures, which may vary between Faculties, but which shall require at least:
 - (1) consultation with informed Members of designated groups selected by the Dean from within the unit(s) or elsewhere in the University, for the purpose of identifying suitable prospective candidates, and

- (2) letters from the Dean to Canadian Universities inviting qualified applicants from specific designated groups where the Employer determines that these groups are under-represented in the unit(s).
 - (b) The parties agree that, except where otherwise indicated by employment equity considerations, the candidate with the best academic qualifications and reputation should be hired when filling any new position or vacancy within the bargaining unit.
 - (c) Notwithstanding (b), where one/several of the four designated employment equity groups (Women, Aboriginal Peoples, Visible Minorities and the Disabled) is/are under- represented in the relevant academic unit according to population demographics, or where the nature of the position itself dictates that an appropriately qualified candidate from one or more of the designated groups would be demonstrably more suitable, a candidate from one/several of the designated groups shall be offered the position provided that she/he is deemed to be well qualified according to Article 16.1
- 16.4** To ensure that posts at Nipissing University are filled by the most highly qualified candidates and to ensure accessibility to Canadians, all faculty openings will normally be advertised prior to the consideration of candidates.
- (a) Subject to (b) below;
 - (i) All faculty posts (tenure-track and limited term) shall be advertised both internally and in various appropriate publications that shall include University Affairs or the CAUT Bulletin whenever publication schedules permit, and the advertising copy shall be sent to the Association within ten (10) working days of its placement.
 - (ii) There shall be no undue delay in submitting advertisements for publication.
 - (iii) A period of at least thirty (30) working days shall elapse between the appearance of the final advertisement and the selection committee recommendation to the Dean that a formal offer be sent to the selected candidate.
 - (iv) All appointments to faculty positions shall be made on the recommendation of the Selection committee to the appropriate Dean who will then recommend the appointment to the President.

- (b) Notwithstanding (a) above, the President may, when time is of the essence, appoint on a limited term basis without advertising, provided that the President gives the Association appropriate written reasons for the urgency within a reasonable time.
- (c) The President, when time is of the essence, shall follow the recommendation of the Selection Committee by appointing to a tenure track position with less than the delay provided for in (a)(iii) above, provided that the President gives the Association appropriate written reasons for the urgency within a reasonable time.

16.5 Ranks for Faculty

- (a) All appointments under this Collective Agreement shall be made in the following ranks: Professor, Associate Professor, Assistant Professor, or Lecturer.
- (b) The ranks: Professor, Associate Professor, Assistant Professor and Lecturer are defined as being those traditionally understood as such in Nipissing University practice.

16.6 Faculty Appointments

- (a) All appointments to faculty ranks shall be either limited term, probationary, or tenured.
- (b) A Tenured Appointment grants permanency of appointment to the Member except as specified under Article 26 or under Article 40.
- (c) A Probationary Appointment may be for a period of not less than two (2) years and not more than four (4) years.
- (d) A Limited-Term Appointment is a contractual agreement between the Board of Governors and a Member, made at a specified rank for a specified period, which normally shall terminate at the end of that period with no further obligation on the part of either party.

ARTICLE 17: TENURE AND PROMOTION

17.1 Tenure

- (a) A Member holding a probationary appointment shall be considered for an appointment with tenure in the final year of the appointment.

- (b) The procedures and qualifications governing the granting of a Tenured Appointment shall be determined by Senate.
- (c) Any Member holding a probationary appointment shall be reviewed by the appropriate Dean. In the case of a Member holding a two or three year probationary appointment such a review shall be conducted at the end of the first year of the appointment. In the case of a Member holding a four year probationary appointment, such a review shall be conducted at the end of the second year of the appointment.

The purpose of the review shall be to evaluate the Member's performance pursuant to Article 21. The results of the review shall be provided in writing to the Member and placed on the Member's file.

- (d) Notwithstanding Articles 16.6(c) and 17.1(a), a probationary appointee may apply in the final year of the appointment for a further probationary appointment of no more than two years. Such reappointment shall not be unreasonably denied. Unless the circumstances are exceptional a probationary appointee normally will not be granted such an extension more than once.

17.2 Promotion

The procedures and qualifications governing the granting of promotion shall be determined by Senate.

17.3 Consolidated Committee

- (a) The powers of the Board under the Nipissing University Act with respect to promotion and tenure shall be delegated to the Consolidated Committee.
- (b) The membership of the Committee shall be as follows:
 - (i) The President of the University, who shall chair the committee;
 - (ii) three members of the Academic Affairs Committee of the Board as appointed by the Board;
 - (iii) an additional member of the Board appointed by the Board;
 - (iv) one faculty member of Senate from the Faculty of Arts;
 - (v) one faculty member of Senate from the Faculty of Education;

- (vi) one person named by the Association.
- (c) All members of the Committee including the chair shall be voting members. The quorum of the Committee shall be six (6) members.

ARTICLE 18: LIMITED-TERM APPOINTMENTS

18.1 An appointment may be made in the limited-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 a Member on leave, secondment or service in administrative positions, the temporary filling of a vacant position while a competition is still open or until a regular recruit is found;
- (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) where enrolment growth justifies increased faculty numbers, it being understood that enrolment which has been maintained for three or more years shall not be used as a justification for limited term contracts;
- (e) 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) notification of the resignation of a Member 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 or placed on a probationary basis (i.e., subject to review), and only for that specified period of the probation.

- (f) as a post retirement contract as provided for in Article 22.5.
- 18.2**
- (a) A limited-term appointment may be of any duration up to three years. The total duration on limited term contracts may not exceed five years, it being understood that an interruption of two or more years in the sequence of limited term contracts shall return the cumulative duration to zero. Notwithstanding the above, Members who have served two or more years on limited term contracts as of November 29, 1994 shall be allowed a total duration limit of eight years.
 - (b) Notwithstanding 18.2(a) limited-term contracts to teach only courses listed in Appendix C or any other courses added to Appendix C by the JCAA shall not be counted in determining total duration limits of limited term contracts.
- 18.3**
- (a) A Member holding a limited-term appointment may be granted a renewal of term appointment without the requirement for external advertisement and competition. A limited-term appointment is meant to include the Member's right to receive fair consideration as a candidate for any academic position for which the Board intends to make a tenure-track appointment during the period of the Member's appointment, and for which the Member is qualified.
 - (b) While a limited-term appointee cannot assume renewal of his/her contract, renewal shall take place if:

 - (i) there is a continuing need for the position;
 - (ii) where the position has been advertised, his/her qualities, qualifications and experience are clearly equal to those of the best external applicant who meets the requirements of the position.
 - (c) When a Member 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.
 - (d) If the position to which a Member is appointed for one (1), two (2) or three (3) year term becomes available for a period longer than the period of the initial appointment term, the Member shall be notified in writing by the appropriate Dean by December 15 in the final year of the Member's term or within one (1) calendar month of the availability of the position becoming known, whichever is later, and be invited to apply for reappointment. The Member 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 the Member desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.

- 18.4** Except as specifically provided for in this agreement, terms and conditions of employment for limited-term appointees shall be the same as for other Members as specified in this Collective Agreement.
- 18.5** Limited-term contracts of ten (10) months or more shall carry a normal teaching load of three (3) full courses.
- 18.6** Years of service at the University accumulated on limited-term appointments which are continuous and contiguous shall be counted in the same way as years on tenure-track appointment for purposes of consideration for tenure.
- 18.7** Whenever possible, letters of appointment of limited-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.
- 18.8** Compensation for limited-term appointees shall be as specified in this Collective Agreement.

ARTICLE 19: LEAVES AND AUTHORIZED ABSENCES FOR MEMBERS

19.1 Leave of Absence Without Pay

- (a) 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 Member, normally exceed two (2) consecutive years except for Public Office Leave as provided for in Article 19.3.
- (b) A Member on leave of absence without pay shall continue as a Member of the bargaining unit.
- (c) While a Member is on such leave without pay, the Employer will not contribute towards the University benefits, but will permit and

facilitate continuance of the coverage if desired with the Member paying the applicable premiums.

- (d) Upon return from such leave, the Member will be reinstated at the Member's previous rank and at his/her former salary plus scale increases applicable to that salary rank or any benefit for which the Member qualifies resulting from collective bargaining.
- (e) When leaves are taken to assume a fulltime visiting appointment at another university, and upon evidence being adduced of the dates and responsibilities of the appointment to the satisfaction of the President, the period spent on the fulltime visiting appointment shall be counted as time in service to the University, except for purposes of eligibility to apply for sabbatical leave.
- (f) Three (3) months prior to the commencement of such leave the Employer shall inform the Member 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 Member 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 19.1(f) shall be deemed to constitute non-acceptance.

19.2 Leave for Academic and Professional Development

- (a) In order to satisfy Nipissing University's future needs for particular skills and qualifications and to permit Members to fulfill their professional commitments, the Employer may grant study leaves or retraining leaves, with full, partial, or without pay.
- (b) In particular, the Employer may provide financial support to Members who undertake programs of retraining with the agreement of the University in order to provide for a higher level of instructional flexibility.
- (c) In the case of leave for retraining required by the Employer, the Member shall continue to receive full benefits and shall earn credit toward a sabbatical, tenure, and promotion and full increments. A Member 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 receive increments added to the nominal salary.
- (d) In the case of study leave, such leave shall be governed by Article 19.1, and Article 23.6, except that financial compensation shall be by arrangement between the Employer and Member.

- (e) Three (3) months prior to the commencement of such leave the Employer shall inform the Member 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.

19.3 Public Office Leave

A Member who is an official candidate for election to the parliament of Canada, to a provincial legislature or assembly, or to any office requiring a similar time commitment, as determined by the Employer, may request a leave of absence with no loss of remuneration and no effect on benefits for a period from the date of issuance of the writ of election until voting day, during which the Member is campaigning for office. A tenured Member may request a leave of absence without pay for any period up to six (6) years in which the Member holds one of the aforementioned offices. A leave of absence to campaign for or to hold one of the aforementioned offices shall not be denied without valid administrative or academic reasons.

19.4 Court Leave

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

19.5 Sick Leave

Sick leave is provided for periods of illness of 180 days for less, after which the Member shall apply for benefits under the University's long term disability plan. Regardless of the source of basic support (Worker's Compensation or University Short-Term Disability Insurance), the Employer will add to the member's compensation so that during the first 120 days of illness the total compensation will be 100% of the Member's nominal salary. During the next sixty (60) days, the University will ensure that the Member's compensation will be eighty-five percent (85%) of nominal salary. Employer and employee contributions to fringe benefits remain unchanged during periods of sick leave.

19.6 Compassionate Leave

It is recognized that certain circumstances may arise in the Member'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 who may authorize leave with pay. Normally such leave shall not exceed three consecutive (3) working days but an extension may be granted by the Dean if requested by the Member. Such authorization shall not be unreasonably withheld.

19.7 Maternity, Adoption/Child Care Leave

The Employer agrees to provide for adoption and child care leave to the extent permitted by the Unemployment Insurance Act and Regulations, and subject to the approval of the Canada Employment and Immigration Commission.

A Member shall, upon application, be granted maternity leave subject to the following conditions:

- (a) Upon request by a pregnant female Member of the Association, the Employer shall grant maternity leave consistent with the Employment Standards Act of Ontario. The leave may commence at any time during the eleven (11) weeks preceding delivery date.
- (b) The Member will advise the Dean in writing of the expected date of delivery and of her intention to take maternity leave including the anticipated commencement date and duration of such leave as early as possible.
- (c) A Member shall have the right to continue her regular duties during pregnancy, provided that she is able to do so.
- (d) The Employer shall maintain regular contributions to the Benefits Plans listed in Article 27 in the same manner as though the Member were a fulltime employee.
- (e) Maternity leave shall count as time worked when calculating items such as sabbatical entitlement, years of tenure, promotion and credited service for the Pension Plan.
- (f) On returning from maternity leave the Member shall be placed in her former position or in a position equivalent to her former position with no loss of seniority.

- (g) In view of the fact that maternity leave may reduce the Member's time for research and other duties, and hence place her in an unfavourable position with respect to a pending tenure or promotion decision, it is recommended that such decisions may be postponed for a maximum of one year at the Member's request, regardless of the number of leaves taken during that period.
- (h) Upon request by a Member, the Employer shall grant adoption leave for a period of up to twenty weeks (20) at the time of placement of the child in his/her care or in accordance with the responsibilities of the Adoption Agency.
- (i) In the evaluations of candidates for tenure and promotion, Member's shall not be disadvantaged by reason of career interruptions caused by child rearing responsibilities.

19.8 Statutory Holidays

Members are entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holidays, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other day declared as a holiday by the President or as a statutory holiday by the federal or provincial authorities, and any other day on which the University premises are declared closed by the President.

19.9 Annual Vacation Leave

All Members of the Bargaining Unit shall be entitled to a basic annual vacation leave of twenty-two (22) working days. Members at the rank of full professor shall be entitled to a further eight (8) working days of annual vacation. A member employed for less than a full academic year is entitled to a proportionally shorter vacation leave. A member may take the annual vacation leave or any part thereof at any time(s), provided that:

- (a) the Member notifies the Dean in advance of each vacation period,
- (b) the vacation leave will not interfere with assigned teaching, or any other scheduled duties, and
- (c) the vacation leave is taken in the year it is earned, it being understood that vacation leave shall not be carried forward beyond the year in which it is earned, and is not redeemable for its monetary value.

19.10 General Leave

A leave of absence, with or without pay, may be granted by the Employer to a Member for any reason or purpose not expressly provided for in this agreement.

19.11 Availability and Authorized Absence

- (a) Members not on leave are required to be present on campus when their presence is required for assigned teaching duties or scheduled consultation with or guidance of students, including a reasonable number of regularly scheduled office hours, as well as to assume a fair share of academic service activities, and when the Dean gives them reasonable notice that, for good and valid reason, their presence on campus is required.
- (b) Members are not required to be present on campus to fulfill their workload obligations, whenever another location is more appropriate for that purpose, and absence from campus does not conflict with obligations under 19.11(a). However, each Member who is not on leave shall ensure that the Dean is aware of how and where the Member can be contacted without undue delay, in case, for good and valid reason, the Member's presence on campus is required, in which event the Member shall return to campus, also without undue delay.
- (c) Notwithstanding the foregoing, a Member may request and the Dean may grant an authorized absence of up to sixty (60) calendar days during which a member is not subject to being recalled to the campus, provided that during the period of authorized absence the Member has no scheduled teaching or academic service activities. The Dean shall decide within fifteen (15) working days of the request, and the Dean shall not unreasonably deny a request for authorized absence. While an authorized absence can be renewed, a continuous period of authorized absence should not normally exceed ninety (90) calendar days.
- (d) A period of authorized absence is not a leave, and the Member is presumed to be at work by carrying out research, engaging in scholarly, creative, or professional activities, participating in conferences or the like, performing services for the academic community, or preparing for scheduled duties.

ARTICLE 20: SABBATICALS

General Provisions

20.1 In recognition of the fact that faculty Members 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 that provides means by which faculty Members 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) The length of a sabbatical and the number of years of full-time credited service in relation to sabbatical eligibility shall be governed by the terms of this Article.
- (b) Each tenured faculty Member shall have the right to apply for a sabbatical of twelve months after any period of not less than six years of full-time credited service at Nipissing University. Such full-time service shall include periods designated as research release time and any academic service credited at the time of the Member's initial appointment. All twelve-month sabbaticals shall commence on July 1.
- (c) As an alternative to a twelve-month sabbatical under Article 20.1(b) above, a tenured faculty Member may apply for a six-month sabbatical after any period of not less than three years of full-time credited service at Nipissing University. All six-month sabbaticals shall start on either July 1 or January 1 at the discretion of the Employer.
- (d) Notwithstanding Article 20.1(c), in the case that a Member requests and is granted a six-month sabbatical after not less than six years of full-time credited service, the Member shall be permitted either:
 - (i) to use the accumulated service in its entirety, in return for a higher sabbatical allowance;
 - (i) to credit three years of full-time service toward the Member's next sabbatical, in return for a lower sabbatical allowance.
- (e) Where possible, Members on sabbatical may retain their offices, it being understood that the first priority for faculty office space shall be for Members not on sabbatical.
- (f) Where possible, after satisfying normal university demands, Members on sabbatical shall be entitled to University secretarial and other support services.

20.2 Criteria and Procedures

- (a) Sabbatical leave is an investment toward increasing the quality of research and programs of study at Nipissing University, by allowing eligible Members to devote more time to scholarly works and to gain relevant expertise and experience.
- (b) Sabbatical applications shall be submitted to the Dean no later than November 1 each year, both for a twelve-month sabbatical commencing the following July 1 and for a six-month sabbatical commencing either the following July 1 or the next following January 1. Such applications shall include:

 - (i) the proposed starting date, length of the leave and sabbatical allowance level, with a clear indication of which years of service are being used to establish the eligibility;
 - (ii) the Member's up-to-date curriculum vitae;
 - (iii) a clear statement of the scholarly or creative purposes and activities of the requested leave, indicating how the leave will meet the objectives of Article 20.2 (a); and
 - (iv) any other documentation or information which the Member wishes to provide.
- (c) The Dean, in consultation with the President, shall assess the sabbatical application according to the objectives in Article 20.2(a). The Dean shall inform the Member in writing as soon as possible but no later than February 1 whether the application has been approved or denied and, if approved, whether the requested leave has been granted or deferred. Specifically:

 - (i) a sabbatical application shall not be unreasonably denied; when an application is denied, the written notification from the Dean shall include reasons for the decision, and
 - (ii) once a sabbatical application has been approved, deferral of the leave shall be for good administrative reason, which shall be included in the written notification from the Dean; deferral may be for a period of not less than six months and not more than one year; deferrals may be repeated, but the total duration of such deferrals shall not exceed two years.
- (d) At the option of the Member, service during a deferral period shall either be credited toward the Member's next sabbatical or used to increase the sabbatical allowance as follows:

 - (i) for a twelve-month sabbatical, an increase in the allowance of 5% for each year of the deferral, to a maximum increase of 10%; and

- (ii) for a six-month sabbatical based on not less than three years of service, an increase in the allowance of 10% for each year of the deferral, to a maximum increase of 20%.
- (e) Members have an obligation to return to the service of the Employer for a period of not less than one year following any sabbatical leave, it being understood that this condition shall not apply to a Member whose return from sabbatical leave coincides with the beginning of retirement. In the event the Member does not return to the University for the required period, the Member shall reimburse the University at the rate of one-twelfth of the Member's nominal salary for each month of the one-year period not served.
- (f) Within 90 days of return from sabbatical, a Member shall submit a report on the leave to the Dean. This report shall be added to the Member's file.

20.3 Salary and Benefits During Sabbatical Leave

While on sabbatical leave, Members continue to be paid employees of the University and are expected to devote their energies primarily to research or other scholarly activities.

- (a) Members on sabbatical shall be entitled to receive a sabbatical allowance from the Employer during the term of the leave, the amount of which shall be determined as follows:
 - (i) 80% of nominal salary for a twelve-month sabbatical under Article 20.1(b), based on six years of service;
 - (ii) 80% of nominal salary for a six-month sabbatical under Article 20.1(c), based on three years of service;
 - (iii) 100% of nominal salary for a six-month sabbatical under Article 20.1(d)(i), based on six years of service with no service credited toward the Member's next sabbatical; and
 - (iv) 80% of nominal salary for a six-month sabbatical under Article 20.1(d)(ii), based on six years of service with three years of service credited toward the Member's next sabbatical.
- (b) Notwithstanding Article 20.3(a), Members on sabbatical leave may also receive outside assistance in the form of grants or scholarships, and may engage in paid or unpaid outside professional/academic activities in accordance with Article 21.5.
- (c) Members on sabbatical leave may request that a portion of their sabbatical allowance be designated as a research grant, in accordance with the relevant provisions of the Income Tax Act. Such a request, along with submitted relevant information, shall be

studied by a research committee, to be established by the JCAA, which shall determine the portion of the allowance which will be so designated. The Member is solely responsible for the administration of this grant, and shall take all action required by any government body in respect of the research grant.

- (d) While on sabbatical leave Members shall continue coverage under the University benefit plans. The Member has the option of making Pension contributions on the basis of his/her actual salary or nominal salary, and may also top up the Employer contributions on the same basis.
- (e) Members shall be eligible to apply for and to receive promotion during their absence on sabbatical.

ARTICLE 21: RIGHTS AND RESPONSIBILITIES

21.1 General

- (a) In addition to the rights and responsibilities which flow directly from academic freedom (Article 7), the parties recognize that the nature of the University gives rise to the following rights and responsibilities.

21.2 Members as Teachers

- (a) As the prime role of Members 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) Members 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.
- (c) Members shall be conscientious in the preparation and organization of subject matter, shall inform their students from time to time regarding their instructional and evaluation methods, and shall provide for sufficient formative evaluation.

- (d) Members 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.

21.3 Members as a Scholars/Researchers

- (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.
- (b) In order to fulfill the objectives of scholarly/research activity within the University, Members shall have the right to devote a reasonable portion of their time to meaningful scholarship and research activities. Insofar as it is reasonably possible, the Employer will attempt to provide adequate facilities for these purposes.
- (c) Members shall, in their published work(s), indicate their affiliation with Nipissing University and any reliance on the work and assistance of others.

21.4 Members' Roles in Governance

- (a) In the context of collegial decision-making and the processes of academic peer judgment, Members of the academic staff have the right to participate in the governance of Nipissing University through active membership in faculty, university and senate committees, as provided for in this Collective Agreement, and according to past practice.
- (b) In the course of the collegial and peer judgment decision-making process, Members 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.

21.5 Outside Professional Activities of Members

- (a) Recognizing that Members are part of a wider community and have responsibilities to this community in addition to their specific

University obligations, to enhance the reputation of Nipissing University, and to help keep Members in touch with practice in their fields and enhance the quality of the performance of their primary functions, the parties agree that while Members 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 activities do not conflict or interfere with the fulfillment of the Member's obligations to the University;
 - (ii) such activities are carried out in a reasonable and responsible fashion.
- (b) Members shall advise the Dean of any non-trivial outside professional activities, and shall declare any use of University resources or facilities in such activities and offer to reimburse Nipissing University for the costs of such use.

21.6 Learned Societies and Professions

Members have the right to participate in the activities of their learned professions and societies, provided that such activities do not conflict or interfere with the fulfillment of the Member's obligations to the University.

ARTICLE 22: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

22.1 Off-Campus Teaching and Special Courses

- (a) The Employer agrees that a Member teaching Nipissing 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. Members shall not be required to teach courses off the University campus.
- (b) Special courses include courses which are taught by correspondence, teleconferencing, and television including interactive television. Such courses may be included in a Member's normal teaching load only with his/her consent. If such courses are taught on an overload basis the Member shall receive the appropriate stipend.

22.2 Resignation

Members have the right to resign on June 30 or December 31 of any year by giving notice on or before May 1 of that year. The Employer may accept less notice. A resignation date of August 31 is also acceptable, provided that the Member gives notice by May 1 of the same year, and is teaching in the summer as part of the regular workload.

22.3 Financial Assistance for Completion of a Doctoral Degree

- (a) The Doctoral candidate's return air fare at the best rate obtainable in economy class shall be paid by the Employer when he/she is required to present the doctoral dissertation to the degree-granting institution. The form of assistance shall be restricted to one such application.
- (b) Financial assistance up to the sum of \$300.00 may be granted for the production of the final draft of the doctoral dissertation.

22.4 All Members have the right to be elected by Senate to sit on the Board of Governors as a faculty representative and shall not be discriminated against because of their membership in the Bargaining Unit.

22.5 Retirement

Members must retire on the June 30 following their 65th birthday, unless the Member and the Employer have agreed to a limited-term contract which extends beyond that date.

ARTICLE 23: ACADEMIC WORKLOAD

23.1 Workload of Members

- (a) The normal fulltime workload of Members shall include teaching, research/scholarly/creative activities, and service to the community in proportions as governed by and varied in accordance with past practice. The workload of the Member is determined by the Dean, in consultation with the Member, it being understood that no Member can be assigned specific research, creative, scholarly or professional activities.
- (b) Pursuant to Article 23.1(a) a Member's workload may, with the permission of both Deans, include courses taught in the Faculty of Arts and Science or Faculty of Education as part of his/her normal teaching load.

23.2 Information

Every Member shall submit to the Dean, at the beginning of each winter term an up-to-date curriculum vitae, in a format provided by the Employer.

23.3 Teaching Workload of Members

- (a) Subject to Article 23.1, within a normal workload, "normal teaching load" shall be defined by past practice in relation to the number of full-course equivalents taught per Member or as may be agreed to hereafter by the parties.
- (b) A Member's teaching load will be spread over the Fall and Winter Terms. As a part of the normal workload Members may request teaching in the Spring or Summer session but shall not be required to do so by the Employer.
- (c) In the event that an assigned course is cancelled, the Dean shall meet with the Member to discuss options and will then decide when the member shall teach a replacement course. In all such cases the Dean shall inform the Association in writing.
- (d) A Member may, with the agreement of the Dean, undertake more than the normal teaching load for his/her division for overload payment. Normally, such an arrangement shall be formalized in writing between him/herself and the appropriate Dean, and shall be included in the Member's dossier for promotion, career development and scholarly achievement assessments.
- (e) The supervision of individualized studies courses carry with them a stipend and are not considered part of the normal teaching load.
- (f) In any one year (May 1 to April 30), a Member's additional teaching on overload stipends shall not exceed the equivalent of two (2) full courses.
- (g)
 - (i) The supervision of individualized studies courses shall not be considered overload for the purposes of the calculation of the maximum overload limit.
 - (ii) At the sole discretion of the Dean, and with the agreement of the Member, instruction of labs, seminars and tutorials in excess of the maximum overload limit may be assigned. In all such cases the Dean shall inform the Association in writing.

- (h) When courses during the academic year, spring and summer session require teaching paid by overload, the Dean shall first notify Members of the academic unit of the availability of the position. Upon application, a Member shall be given first consideration for the position if the course is within his/her area of expertise.

23.4 The Dean shall call a meeting before May 1st of the last year of the term of the Chairperson to elect a Chairperson for that division. Chairpersons shall be elected by secret ballot by faculty Members included in the appropriate division. The term shall be for a period of three years.

23.5.1 The Duties of a Chairperson in the Faculty of Arts and Science

The Duties of a Chairperson of a Division may include:

- (a) to call and preside over meetings of the division;
- (b) to represent the division in administrative matters;
- (c) to bring to the attention of the division for discussion and action matters pertaining to the work and efficiency of the division;
- (d) to oversee the internal administration of the division in consultation with other Members of the division, and to delegate administrative activities as he/she sees fit;
- (e) after consultation with other members of the division, to ensure that proposals requiring the approval of the Senate are brought forward;
- (f) to oversee the spending of divisional budgets by Members;
- (g) to consult with the Dean and Registrar concerning scheduling and staffing;
- (h) and such reasonable duties as are assigned by the Dean.

23.5.2 The Duties of a Chairperson in the Faculty of Education

The Duties of a Chairperson of in the Faculty of Education may include the following responsibilities:

- (a) Administrative Responsibilities:
 - (i) to organize divisional discussions and meetings;
 - (ii) to assist faculty in organizing division-wide curriculum-based activities;

- (iii) to assist the Dean in developing the Faculty budget;
- (iv) to inform the Dean of faculty needs;
- (v) to assist the Dean in obtaining part-time faculty for elective courses;
- (vi) to coordinate a team approach within the division;
- (vii) to serve on such committees as determined by university governance;
- (viii) and such reasonable duties as are assigned by the Dean.

(b) Student-Based Responsibilities:

- (i) to coordinate division assignments to avoid, where possible, overlap and overload;
- (ii) to engage in student advising re: electives, additional qualifications, and personal and professional issues;
- (iii) to inform the Dean of students' program needs;
- (iv) to inform faculty of student programs' needs;
- (v) to track students' program needs to ensure they are being addressed.

(c) Program-Based Responsibilities:

- (i) to ensure continuity of individual courses in meeting program needs;
- (ii) to engage in faculty advising re: program needs;
- (iii) to inform the Dean of program needs;
- (iv) to track program needs to ensure they are being addressed;

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23.6 Reduced Workload with Pro-Rated Pay

- (a) Reduced workload with pro-rated pay may be granted by the Employer at any time to any Member 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 23, as appropriate for the category of Member. However, the distribution of the reduced workload in respect to the normal components of full workload as determined in Article 23 shall be a matter of agreement between the Employer and the Member.

- (b) A Member working a reduced workload at pro-rated pay shall continue as a Member of the Bargaining Unit.
- (c) The Member shall continue to enjoy all benefit plans as listed in Article 27, subject to the conditions of any particular plan, and including such cost-sharing arrangements as there specified. With respect to the Nipissing University Retirement Plan, the Member and Employer shall contribute according to the provisions of Article 23.6 and 23.7.
- (d) A Member on a reduced workload with pro-rata pay shall earn sabbatical credit on a pro-rata basis, and shall normally earn service towards tenure eligibility on a pro-rata basis. However, a member who can show that he/she will be using the additional time made available by the workload reduction for other work in the Member's field shall earn service towards tenure eligibility on a full-time basis.
- (e) A Member 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.
- (f) Three (3) months prior to the commencement of such period, the University shall inform the Member, 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) A Member seeking a reduced workload may be represented by the Association at every stage of the discussions concerning such an arrangement.
- (h) If a Member is on a reduced load for a period exceeding two (2) years, then such an arrangement will become permanent unless agreed otherwise by the parties.
- (i) A Member may request, and the Employer in its absolute discretion may grant, a reduction in the Member's normal teaching load of up to one full course equivalent, in return for which the Member shall remit to the Employer an amount equal to the appropriate overload stipend as set out in Article 30.3(a). The granting or failure to grant such a request is not grievable.

23.7 Reduced-Time Provisions for Long-Service Members

- (a) Notwithstanding the provisions of Article 23.1 and 23.6 of the Agreement, any Member aged sixty (60) years or over and with

twenty (20) or more years of full-time service at Nipissing University is entitled to a special reduced-time arrangement on the basis of the provisions set out below:

- (i) A Member shall normally be assigned a teaching load of one-and-a-half (1.5) to two (2) courses per year over the remaining period of the Member's service to retirement. Any deviation from this normal teaching load shall occur only at the request of the Member, and with the agreement of the Dean.
 - (ii) A Member's workload in the other areas of responsibility (honours student supervision, research and service to the University) shall be pro-rated so that his/her total workload in any remaining year of service, including the teaching load as defined in (i) above, does not exceed one-half (1/2) of a full workload as defined in Article 23.1.
 - (iii) The distribution of the Member's reduced workload, as defined in (ii) above, in respect of the normal components of a full workload, as defined in Article 23.3, shall be assigned by the Dean after consultation with the Member.
 - (iv) A Member who enters into a special reduced-time arrangement shall receive a salary equivalent to fifty percent (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 Nipissing University in excess of twenty (20) years to a maximum of twenty-five (25) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of nominal salary.
 - (v) All other terms and conditions of employment shall comply with the provisions of Article 23.6 of this Agreement, except as superseded by specific provisions of the present Article.
- (b) Notwithstanding Article 23.6, once a Member enters into a special reduced-time arrangement, that arrangement shall be considered permanent for the duration of his/her service at Nipissing University, except by mutual agreement of the Employer and the Member.

ARTICLE 24: STUDENT EVALUATIONS OF TEACHING

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

- (b) Teaching effectiveness may be evaluated by student questionnaires, 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 Faculties 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 other purpose.

24.2 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 be designed to assess the Member's overall effectiveness as a teacher, the wording of which shall be determined by Senate. Any questionnaire used for the purposes of this Article must be approved by the JCAA.
- (b) With each questionnaire a separate sheet of paper shall be provided for students to make detailed written comments. The sole purpose of these comments is to assist the Member in evaluating all aspects of the course. These comments shall be returned unexamined to the Member in accordance with (d) below.
- (c) Up to twenty (20) minutes of scheduled class time, in the last two (2) weeks of a course shall be used to fill out the questionnaires. The Member 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) The responses to student questionnaires shall be opened and aggregated in such a way as to present a fair and accurate picture of the opinions of the respondents.
- (e) Where data from student questionnaires are used, a mean, standard deviation, frequency distribution, and number of eligible respondents shall be provided.
- (f) Before data derived from student questionnaires are used, they shall be presented to the Member 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 the Member to respond to them in writing.

24.3 Subject to the provisions of Article 24.2 student evaluations of teaching effectiveness which meet the requirements of this Article may be used in consideration of tenure or promotion pursuant to Article 17.

24.4 All student evaluations of teaching used for purposes of career decisions shall meet the requirements of this Article. Student evaluations of teaching may be used for other purposes only with the permission of the Member.

24.5 (a) Student teaching evaluations shall be conducted in all courses.

(b) Student teaching evaluations compiled before the date of ratification of this collective agreement shall not be used in any career decisions made after June 1997 without the express written consent of the Member.

ARTICLE 25: COMPLAINTS, GRIEVANCES AND ARBITRATIONS

25.1 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.

25.2 (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 as pursuant in Article 25.6.

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

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

25.4 Definitions

- (a) **Grievance:** A grievance is a claim by a Member or a group of Members, by the Association, or by the Employer that there has been a violation, misapplication or misinterpretation of the terms of this collective agreement.
- (b) **Member Grievance:** A Member grievance is a claim by a Member, 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 Member 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) **University Grievance:** A University 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.

25.5 Grievance Mediation

The parties agree that they will, through the JCAA, establish, from time to time, a Grievance Mediation List composed of persons agreed to by the Employer and the Association. The terms of reference for a Grievance Mediator shall be specified by the JCAA. Notwithstanding the preceding, the parties agree that the main functions of such Grievance Mediators as are appointed 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 mediation;
- (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 Mediator, in which event the Association shall be entitled to proceed directly to Stage 4.

25.6 Member Grievances

(a) Stage 1

It is understood and expected that a Member will discuss with his/her Dean any matter relating to an alleged grievance. The Dean shall notify the appropriate Vice-President of the University 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 shall notify the appropriate Vice-President of the University and the President of the Association of the result of this discussion. Any settlement at this level shall not prejudice the position of the Member or the Association in dealing with other grievances of a similar nature.

(b) Stage 2

A Member who is not satisfied with the results of the informal discussion at Stage 1 and who believes that he/she has a grievance may, within twenty (20) working days of the event giving rise thereto or of the date on which the Member first knew or reasonably could have known of such event if that date is later, consult the Association and file a grievance with the Dean in writing with a copy to the Association and the appropriate Vice-President of the University. The grievance shall set forth, in the space provided, 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.

The Member shall sign the grievance and shall ensure its transmittal to his/her Dean. Alternatively, the Member may request an Association representative to present the signed grievance form to the Dean on his/her behalf. The Dean 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 or the grievor may refer the matter to a Mediator pursuant to Article 25.5 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 and a statement of the reasons for the disagreement with the decision. Within five (5) working days of the receipt of the appeal, the Mediator shall call a meeting with representatives of the Association and the Employer. The Association representatives may make representations on behalf of the Member.

The Mediator shall assist the parties in their efforts to resolve the alleged grievance through fact-finding and mediation for a period not to exceed twenty (20) working days. The parties to the dispute and the Mediator shall sign any resulting memorandum of settlement.

(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 with the Mediator, submit the matter to binding arbitration. The Association shall notify the Employer in writing of such action.

25.7 Association Grievance

Association Grievances shall normally follow the procedures outlined under Article 25.6. 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 Mediator 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 25.6.

25.8 University 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 a University grievance directly before a Mediator and, in such an event, shall do so on or before the last day as provided for under the provisions of Article 25.6.

25.9 Exclusions from the Grievance Procedure

- (a) The parties agree that the grievance procedures under this Article shall not be available for resolution of disputes, which are exclusively concerned with employment equity appointments as pursuant to Article 16.3.
- (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.

25.10 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.
- (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 complaint or grievance shall be considered settled without setting a precedent.

(c) Abandonment

A grievor may, by written notice to the appropriate Dean, 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 Member 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.

25.11 Arbitration

In the event that the efforts of the Mediator do not resolve the grievance, the Association or Employer as appropriate may serve notice within ten (10) working days of receipt of the Committee's decision that it intends to proceed to arbitration. The Association or Employer shall have the right to carry grievances as described in Article 25.7 or 25.8 to arbitration.

25.12 Appointment of Arbitrator

The parties hereby authorize and appoint the persons listed in Appendix B 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 in Appendix B. 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 agreement. If such agreement cannot be reached within twenty-two (22) working days the parties agree to request the Ministry of Labour for authority 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.

25.13 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.

25.14 Expenses

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

25.15 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 university and by the President of the Association on behalf of the Association.

ARTICLE 26: FINANCIAL EXIGENCY AND PROGRAM REDUNDANCY

- 26.1** (a) Members may only be laid off following a declaration of financial exigency or of program redundancy according to the procedures contained in this Article.
- (b) Financial exigency is defined as a situation in which the Employer has or projects substantial and continuing financial losses which threaten the continued functioning of the Employer and which are projected by generally accepted accounting methods to persist for more than one year. The Board may only declare that a state of financial exigency exists after giving due consideration to a report by a Financial Commission established in accord with Articles 26.4 and 26.5.
- (c) A program redundancy exists when, in the opinion of the Academic Planning Committee of Senate, a program does not meet acceptable minimum academic standards, and/or a program does not have, nor is projected to have, within the next two years, an enrolment substantial enough to justify maintaining the program.
- (d) The projection of financial losses may be accompanied by failure to meet enrolment expectations, or by other elements of program redundancy, but if the impetus towards action comes principally from financial concerns, the matter shall be dealt with as provided for in Articles 26.2 to 26.21 inclusive.
- (e) Concerns about program quality or enrolment may exist within a context of fiscal constraint, but if the impetus towards action comes principally from concerns about academic quality or demand, the matter shall be dealt with as provided for in Articles 26.22 to 26.26 inclusive.
- 26.2** In the event that the Board considers that a financial exigency may exist within the meaning of Article 26.1, it shall give notice to the Association

within **five (5)** days that it intends to act in accordance with the procedures set out below. As of the date of such notice, Members may have contracts renewed, but no new appointments may be made, that is, no person shall be appointed to a position in the Bargaining Unit covered by this Agreement. As of the date of such notice, the Employer undertakes to make no additional appointments to the administrative complement.

- 26.3** Within twenty (20) working days of giving notice that it considers a financial exigency may exist, the Board shall forward to the Association a comprehensive package of financial documentation relevant to the proposed state of financial exigency. The documentation shall be sufficiently detailed that by usual accounting principles a state of financial exigency can be evaluated.
- 26.4** Within **twenty (20)** working days of the notice specified in Article 26.2 above, the Board shall establish a Financial Commission which shall review the material on the state of financial exigency.
- 26.5** The Financial Commission shall consist of seven (7) members, three (3) of whom shall be appointed by the Board, and three (3) of whom shall be appointed by the Association. An independent chair shall be selected by the other six (6) members of the Commission, and in the event the other members of the Commission cannot agree on a chair, the chair shall be named by the Senior General Division Court Judge for the Judicial District of Nipissing. No member of the Financial Commission shall be a provincial government official.
- 26.6** The Employer shall cooperate with the Financial Commission in its deliberations and shall accommodate any reasonable request for documentation by the commission .
- 26.7** The Financial Commission shall establish its own procedures.
- 26.8** (a) The terms of reference of the Financial Commission shall be to review the material on the financial situation of the University and, to advise the Board whether or not it believes that a state of financial exigency exists as defined in Article 26.1.
- (b) The Financial Commission shall invite and consider submissions on the financial condition of the University and in any event shall meet with Senate and the Association for recommendations.

- (c) Notwithstanding (a) above, the Commission shall advise that a state of financial exigency exists only after it has determined whether,
- (i) the reduction of the number of Members and/or the reduction in the salaries and benefits of Members is a reasonable way to effect a cost saving given the primacy of academic goals within the University;
 - (ii) other means of achieving savings have been explored and utilized;
 - (iii) every reasonable effort has been made to secure further assistance from the provincial government and to improve the University's revenue position by any other means;
 - (iv) enrolment projections are consistent with the intended reduction in the complement of Members;
 - (v) all other means of reducing the complement of Members including voluntary early retirement, voluntary resignation, voluntary leave, voluntary transfer to Reduced Load status, and redeployment have been considered; and,
 - (vi) any other matters that it considers relevant to the proposed financial exigency.

26.9 The Financial Commission shall make its report to the Board within three (3) months of its appointment. A failure to report within that time limit shall have the effect of relieving, the Board of the constraint in 26.1(b).

26.10 After the Financial Commission reports, a thirty (30) day period shall elapse before any procedures for lay offs are invoked. During that period, the Parties shall meet and consider the recommendations of the Commission with respect to the implications of the financial exigency. It shall be open to the Parties, notwithstanding any provisions to the contrary of this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits, or to reach other mutually acceptable emergency methods of reducing expenditures that could avert lay offs or decrease the number of lay offs.

26.11(a) If the Financial Commission reports within the time limit set out in Article 26.9, the Board shall give the report due consideration before making a declaration of financial exigency. If the decision of the Board does not accord with advice contained in the report from the Financial Commission, the Board shall clearly state the

basis upon which it disagrees with the advice of the Financial Commission. In the event that the Financial Commission has not reported within the time limits provided for in Article 26.9, the Board may declare that a financial exigency exists, but in this case must set out clearly and comprehensively the basis for its decision. If the Board has declared that a financial exigency exists, it may institute lay-offs of Members of the bargaining unit by declaring the total compensation saving required within the bargaining unit.

- (b) Notwithstanding (a) above, the Board shall only institute lay-offs of members of the bargaining units following a process of consultation with Senate. In recognition by the parties of the right of Senate to determine the academic priorities of the University, Senate shall have the sole right to determine the number of teaching positions to be discontinued within each faculty and each division provided that the total compensation savings required in Article 26.11(a) are achieved.
- (c) 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 University's teaching and scholarly activities, including research.

26.12 In the event that the Board decides that a financial exigency does not exist pursuant to Article 26.1 (b), the Board shall be precluded from invoking any of the provisions of this Article for a period of twelve (12) months from the date of its notice under **Article 26.2**.

26.13 After the selection of the Members who are to be laid off, but prior to the implementation of such lay offs, the Employer shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those individuals who meet all the basic qualifications, and who are to be laid off. Individuals who accept such alternative employment shall be given the opportunity to retrain for their new duties, and the Employer shall pay any necessary and related tuition fees.

26.14(a) For each Member serving or having contracted to serve on a limited-term who is selected for lay off, the Employer shall provide the lesser of six (6) months' written notice of the proposed date of lay off or six (6) months' salary in lieu of notice, or notice that the Employer will honour all contractual obligations to the Member and that no further appointment will be offered.

- (b) For each Member who is serving or has contracted to serve in a Tenure-track Appointment who is selected for lay off, the Employer shall provide:
 - (i) not less than twelve (12) months' written notice of lay off, with such a notice period to end on a June 30, or salary for the same period in lieu thereof, or an equivalent combination of salary and notice; and,
 - (ii) one (1) month's salary for each year of service with the Employer, to a maximum of twelve (12) months' salary, but, in any event, not less than three (3) months' salary.
- (c) For each Member who is serving or has contracted to serve in a Tenured Appointment who is selected for lay off, the Employer shall provide:
 - (i) the same notice or pay in lieu thereof as provided for in Article 26.14(b), and,
 - (ii) one month's salary for each year of service with the employer, to a maximum of eighteen (18) months' salary, but, in any event not less than six (6) months' salary.

Pursuant to the above, all payments shall be based on the individual's Nominal Salary at the date of lay off.

26.15 Members who are laid off, or who voluntarily accept Reduced time appointments, or who are transferred to a position outside of the Bargaining Unit shall have, for a period of three (3) years from the date of lay off, a right of first refusal for any post in their former academic unit or sub-unit, unless the Employer can substantiate that the post is so specialized that it cannot be filled by the candidate or by a re-arrangement of the duties of other Members of the same academic unit. The Employer shall be entitled to send any such notice to the Member's last known address by registered mail. It shall be the Member's obligation to inform the Employer of his/her then current address. In addition, each Member who is laid off shall have a right of first refusal for any other vacant post in the University for which he/she is qualified.

26.16 Individuals who are recalled pursuant to Article 26.15 shall have up to two (2) months following receipt of notice to accept such recall offer, and a reasonable period, not to exceed twelve (12) months, to terminate

alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation.

- 26.17** Each Member who is recalled to an area or post which is not within his/her original discipline retains a full right of first refusal for any opening in his/her original discipline. 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.
- 26.18** Members who are laid off shall have reasonable access to library services, until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. Laid off Members, their spouses and their dependents shall receive full tuition waivers for any courses taken at the University during the same period.
- 26.19** While a Member is on lay off under the provisions of this Article, the Employer will not contribute towards pensions and benefits but will permit and facilitate continuance of any coverage if available and if desired by the Member who will pay the applicable premiums.
- 26.20** The cost of the Financial Commission established under this Article shall be borne by the Employer.
- 26.21** Should a Member who is laid off because of the declaration of financial exigency wish to grieve his/her selection for lay-off, he/she shall do so under the grievance and arbitration provisions of Article 25 with the exception that the grievance shall initially be heard at Stage 2.
- 26.22** No Member shall be terminated, dismissed or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for reasons of program redundancy except in accordance with this Article. Members may only be laid off if a program redundancy has been declared by the Board according to the procedures contained in this Article. A program redundancy is defined in 26.1(c).
- 26.23** The Academic Planning Committee (APC) of Senate will examine whether or not a given program is redundant only when asked to do so by written request of the President or by a Senate resolution supported by a majority of members of the Senate. The Academic Planning Committee shall report within thirty (30) working days, and shall answer the following questions:

- (a) Does the program in question meet an acceptable minimum academic standard?
- (b) Does the program meet minimum standards for cost-effectiveness?
- (c) Does the program meet minimum standards for relevance?
- (d) Does the program attract a minimum acceptable enrolment?

If the answer to any of these questions is negative, the report must ascertain whether, within the resources being made available to the program, the answer will be positive within two years. In the event that the answer is not projected to be positive within two years, the APC is deemed to have made a finding of program redundancy, in which case the report is forwarded to the Board for consideration.

26.24 The Board, on receipt of the report of the APC, shall give the Association and the Dean of the faculty concerned twenty (20) working days to comment on the findings. The Board shall then give due consideration to the APC report, the views of the Association and the views of the Dean. If the Board then declares that a program redundancy exists, the Board, after consultation with Senate, will make all reasonable efforts to reassign Members in the affected program or programs to vacant positions related to other programs, but which lie within the areas of expertise of those Members, or to vacant administrative positions. Retraining shall be as provided for in Article 26.13, *mutatis mutandis*.

26.25 In the event that reassignment of a Member takes place, the Member's rank, type of appointment, seniority and compensation shall remain unchanged. If a Member is offered reassignment and declines, the Member shall be deemed to have resigned effective on the June 30 following the proposed date of reassignment.

26.26 If no reassignment is offered, the Member shall be laid off, in which case 26.14 to 26.19 shall apply, and 26.21 shall apply *mutatis mutandis*.

ARTICLE 27: BENEFIT PLANS

- 27.1** (a) For the period of this Agreement, Benefit Plans for Members will be those in effect as of May 1, 1997 as follows:
- (i) the Group-Life Insurance Plan;
 - (ii) the Long-Term Disability Plan;
 - (iii) the Extended Health Care Plan; and
 - (iv) the Dental Plan.

- (b) For those who are eligible, membership in the Plans listed is compulsory.
- (c) For the purposes of free tuition, all benefit plans, including the Extended Health Care and Dental Plans, spouse includes a person of the same sex as the person with whom the Member is cohabiting in a common-law relationship.

27.2 Benefit Plans - Cost-Sharing Arrangements

The Employer shall contribute to the costs of Benefit Plans stipulated in Article 27.1(a) as follows:

- (a) For the Group Life Insurance Plan, 80% of the full premium of the plan in effect on May 1, 1997 required to purchase for each Member an amount of coverage equal to twice his/her nominal annual salary.
- (b) For the Long Term Disability Plan, 80% of the cost of premiums of the plan in effect on May 1, 1997, shall be borne by the Employer.
- (c) For the Extended Health Care Plan, 80% of the cost of premiums of the plan in effect on May 1, 1997, shall be borne by the Employer.
- (d) For the Dental Plan, 80% of the cost of the premiums of the plan in effect on May 1, 1997.
- (e) For the Accidental Death and Dismemberment Insurance Plan, 80% of the premiums of the plan in effect on May 1, 1997, shall be borne by the Employer.
- (f) The cost of premiums for optional units of coverage under any of the above listed Plans (a-e) shall be borne wholly by Members who apply for and are granted such coverage.

27.3 Joint Benefits Committee

The parties agree to maintain a Joint Benefits Committee that will include at least two (2) persons named by the Association. 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 reductions shall be made in respect to the benefit levels or coverages, 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.

27.4 Information and Reporting

- (a) The Employer agrees to supply the Joint Benefits Committee with any available benefit information.
- (b) The Employer shall provide all Members with information with respect to the benefit plans in force at least once every two (2) years.

27.5 Free Tuition

- (a) Members, their spouse and dependent(s) are eligible for free tuition for credit courses offered by Nipissing University. Dependents are defined as children of the Member for whom the Member is entitled to claim tax exemption under the Income Tax Act in the year in which the free tuition privilege is requested, or children not over the age of twenty-six (26) to whom the Member 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.
- (c) Members receiving benefits under the Long-Term Disability Plan, their spouses and dependents, the spouses and dependents of Members who die in service, and employees who retire from Nipissing University and their spouses and dependents shall also continue to enjoy the benefit of free tuition.

27.6 Benefits for Retired Employees

- (a) Members who retire at or after fifty-five (55) years of age, and who have at least ten (10) 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 until death or age sixty-five (65), whichever comes first, with the premiums for (a)(i), (a)(ii) and (a)(iii) paid for wholly by the Employer:
 - (i) Extended Health Care Plan including vision care and prescription medication;

- (ii) Dental Plan;
 - (iii) Group Life Insurance plan; and
 - (iv) Voluntary Accidental Death and Dismemberment.
- (b) Members who retire at or after fifty-five (55) years of age, and who have at least ten (10) years of continuous service at the University, shall continue to have, access to the University Library, athletic facilities and health services until age sixty-five (65) on the same basis as bargaining unit Members. A special I.D. card will be issued on request.

27.7 Time Spent Outside the Country

In order that the Employer may ensure uninterrupted insurance coverage, a member shall notify the Human Resources Department, in writing, if they plan to be absent from Canada for more than one hundred and eighty (180) consecutive days.

27.8 Athletic Facilities

Members shall not be charged a fee to use athletic and physical recreation facilities available at Nipissing University at the time of signing this agreement.

ARTICLE 28: THE NIPISSING UNIVERSITY PENSION AND RETIREMENT PLAN

- 28.1** The parties agree that the Nipissing University Pension and Retirement Plan in effect as of May 1, 1997 shall continue for the term of this Agreement. This plan requires a member contribution of 9% of annual salary, less C.P.P., to a maximum of one-half of the Revenue Canada limit for contributions to a money purchase pension plan and an equal employer contribution into a money purchase plan administered by an independent trustee selected by the Board after due consideration of the advice from the Benefits and Pension Committee. This plan is available to all full-time academic staff on an optional basis with eligibility being established on the first day of employment. On termination of a Member for any reason other than death, disability or retirement, the Member may elect a cash refund or transfer as stipulated by the Plan and allowed by the Pension Act of Ontario.
- 28.2** 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 Members, subject to the external body or agency paying the real and actual costs of producing the information requested.

- 28.3** 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.
- 28.4** The Employer shall make reasonable efforts to assist Members to transfer pension funds to or from the Nipissing University Pension Plan.

ARTICLE 29: SPECIAL EARLY RETIREMENT BENEFITS

- 29.1** The Employer may, in its absolute discretion, accord a Special Early Retirement Benefit (SERB) to any retiring Member fifty-five (55) years of age or older whose age and years of service add to seventy-five (75) or greater. The according or failure to accord such a benefit is not grievable.

In the event that such a benefit is accorded, it shall not be less than: one year of salary for any person aged at least fifty-five (55) but not yet sixty (60) or two (2) months of salary per year remaining to regular retirement for any person aged sixty (60) or greater.

ARTICLE 30: FINANCIAL COMPENSATION

- 30.1 (a)** The minimum annual salary for each rank as of the signing of the Agreement shall be as follows:

Professor	\$ 73,511
Associate Professor	\$ 60,446
Special Assistant Professor	\$ 56,705
Assistant Professor	\$ 46,589
Lecturer	\$ 35,691

- (b)** The maximum annual salary for each rank as of the signing of the Agreement shall be as follows:

Professor	\$ 96,931
Associate Professor	\$ 79,646
Special Assistant Professor	\$ 72,869
Assistant Professor	\$ 62,753

Lecturer \$ 46,485

- (c) There shall be ten (10) increments at the rank of Professor and Associate Professor, nine (9) increments at the rank of Special Assistant Professor and Assistant Professor and seven (7) increments at the rank of Lecturer as of the signing of this Agreement, the values of which shall be as follows:

Professor	\$ 2,342
Associate Professor	\$ 1,920
Special Assistant Professor	\$ 1,796
Assistant Professor	\$ 1,796
Lecturer	\$ 1,542

- 30.2 (a)** Each continuing Member of the Bargaining Unit shall be entitled to the compensation package described in the Letter of Understanding - Financial Compensation on Page 71 of this Agreement.
- 30.3 (a)** As of the signing of this Agreement, the stipend for overload teaching in the Faculty of Arts & Science during the fall/winter or spring/summer sessions shall be \$5,850 per six credit course and \$2,925 per three credit course, including 4% vacation pay.
- (b)** As of the signing of this agreement, and notwithstanding (a), in the event that enrolment in an Arts & Science overload course is less than ten (10) students, the Dean shall offer the Member the option of cancelling the course or teaching it for a reduced stipend. The reduced stipend for low enrolment courses in Arts & Science shall be:
- (i)** \$1,350 for the first student and \$500 for each additional student in a six credit course, including 4% vacation pay, to a maximum total enrolment of nine (9) students; and
- (ii)** \$675 for the first student and \$250 for each additional student in a three credit course, including 4% vacation pay, to a maximum total enrolment of nine (9) students.
- (c)** As of the signing of this Agreement, the stipend for overload teaching in the Faculty of Education during the fall/winter or spring/summer sessions shall be \$97.50 per hour, including 4% vacation pay.
- 30.4 (a)** As of the signing of this Agreement, the stipend for the supervision of individualized studies courses in the Faculty of Arts & Science shall be \$975 per six credit course enrolment and \$487.50 per three credit course enrolment, including 4% vacation pay.

- (b) As of the signing of this Agreement, the stipend for private study/independent study courses in the Faculty of Education shall be according to the following schedule, including 4% vacation pay:

Enrolment	Full Course	Half Course
1	\$ 935	\$467.50
2	\$1,715	\$857.50
3	\$2,390	\$1,195
4	\$2,960	\$1,480
5	\$3,390	\$1,695
6	\$3,820	\$1,910
7	\$4,250	\$2,125
8	\$4,680	\$2,340
9	\$5,110	\$2,555
10 (maximum)	\$5,540	\$2,770

30.5 (a) As of the signing of this Agreement, the annual allowance for Division Chairs in the Faculty of Arts & Science shall be \$3,850.

(b) As of the signing of this Agreement, the annual allowance for Division Chairs in the Faculty of Education shall be \$3,850.

30.6 (a) The Employer agrees to make available to each Member an annual travel allowance.

(b) As of the signing of this Agreement, the value of the annual travel allowance in (a) shall be \$1,500.

ARTICLE 31: PATENTS AND COPYRIGHT

- 31.1** (a) The Employer shall hold the patent rights for any invention, improvement, design or development produced in the course of the Member's employment or with the use of University facilities, support or technical personnel or services.
- (b) The Member shall give notice to the Employer of any patent application in which the Member has an interest.
- (c) Within ninety (90) days of complete disclosure and warranting by the Member, the Employer shall advise the Member of its intent to apply for a patent. Such application is at the Employer's expense, and the Member shall cooperate fully in making the application.
- (d) Members shall receive half of any net proceeds of exploitation derived from the commercialization of patents which they have assigned to the University.
- (e) If the Employer does not elect to apply for a patent, it shall notify the Member within the same time period as in Article 31.4, and all rights shall revert to the Member, except that the Member shall be deemed to have granted the Employer a royalty-free, irrevocable and non-transferable licence to use the invention, improvement, design or development for University purposes.
- (f) The Employer shall use at least sixty (60%) of its share of any net proceeds of exploitation derived from inventions to support research and scholarly activities.
- 31.2** The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by a Member without the use of the University's funds, facilities or support or technical personnel, or not in the course of the Member's employment. Such inventions and patents arising therefrom shall be the sole property of the Member who is the inventor.
- 31.3** Where a Member is a party to a University-administered research contract and an invention is made by the Member in the course of research supported by that contract which has explicit provisions for patents and revenue sharing from such patents, the provisions of that contract take precedence over this Agreement.
- 31.4** The Employer shall not enter into any agreement with a third party which alters the patent rights of Members stated in this Article without their written consent.

- 31.5** The copyright on all literary work, dramatic works, musical works, artistic works, computer programs or other forms of intellectual property produced or created by Members is vested in the Members who created the works. The benefits that may accrue to Members may be limited only by the terms of external contracts and licensing agreements.
- 31.6** The Employer shall make no claim to the proceeds of publication for which it has provided no more than normal academic facilities, including research grants.
- 31.7** Whenever a publication subsidy is made, the Employer shall stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication thus supported; and if it does not, it shall be deemed to have waived any claim to royalties or other income.
- 31.8** Not less than sixty (60%) of any funds which accrue to the Employer for royalties from copyrights in which it participates shall be used to support research and publication.
- 31.9** If the Member creates a copyrighted work, the Member shall grant the Employer a royalty-free, irrevocable and non-transferable licence to use the work for University purposes.

ARTICLE 32: HEALTH, SAFETY AND SECURITY

- 32.1** The Employer recognizes a responsibility to provide an environment intended to protect the health, safety and security of Members as they carry out their responsibilities. To that end, the Employer agrees:
- (a) to maintain a committee on environmental health and safety with broad representation drawn from all sectors of the University, including at least one (1) person appointed by the Association;
 - (b) to cooperate with the Association in making every reasonable provision for the safety, health and security of Members;
 - (c) to take reasonable measures to maintain the security of the buildings and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.

- (d) to ensure that the Association has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety or security of Members as they carry out their responsibilities; and
- (e) to comply with the Occupational Health and Safety Act, S.O. 1980, as amended from time to time.

ARTICLE 33: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY

- 33.1** In the event of an amalgamation, consolidation, or merger of Nipissing University or any of its constituent units or subunits with any institution(s), employees eligible for membership in the Association by virtue of meeting the definition of bargaining unit members, and 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, unless the terms and conditions of this Collective Agreement are found by the parties to be inappropriate for such employees, in whole or in part. In that event, the parties agree to commence negotiations for new terms and conditions of employment for the employees of such new units or subunits immediately.
- 33.2** In the event of an expansion or extension of Nipissing 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 Nipissing University, the employees in such colleges, schools, centres or other academic units or subunits eligible for membership in the Association by virtue of meeting the definition of bargaining unit members shall immediately become Members 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 commence negotiation of new terms and conditions of employment for the employees of such new units or subunits immediately.
- 33.3** The University shall not voluntarily merge, amalgamate, assign, transfer or sell to any other body any of the academic units or subunits to which any Member belongs unless the successor agrees to be bound by this Collective Agreement for its duration.

ARTICLE 34: NEGOTIATION PROCEDURE

- 34.1 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.
- 34.2 Meetings shall be held at a time and place fixed by mutual consent.
- 34.3 Nothing in this Collective Agreement shall prevent its subsequent amendment with the written concurrence of the parties.

ARTICLE 35: STRIKES OR LOCK-OUTS

For the duration of this agreement, the Employer and the Association agree that the Employer shall not call a lockout and the Members of the Association shall not take any form of strike action, work stoppage or work slowdown.

ARTICLE 36: DURATION AND CONTINUANCE OF THE AGREEMENT

- 36.1 Except as specifically otherwise provided herein, the Collective Agreement shall be binding and remain in effect from the date of signing to April 30, 2000.
- 36.2 If the parties have not ratified a new collective agreement on or before April 30 ,2000, then all provisions of this agreement, save and except Article 35, shall continue in force:
 - (a) until a new collective agreement has been ratified by the parties;
or
 - (b) unless a legal strike or lockout is in effect.

The parties agree that the continuation of provisions of this agreement, provided for in this section shall not constitute a collective agreement.

ARTICLE 37: EMPLOYMENT OF NON-MEMBERS

- 37.1 (a) The Employer agrees not to employ non-members of the bargaining unit to teach courses in the Spring or Summer Session without first circulating the advertisement of all such

courses to Members of the bargaining unit, unless the need to employ someone arises at such a late date that circulating an advertisement is not practical.

- (b) The Employer shall normally give preference to Members of the bargaining unit applying to teach courses in the Spring and Summer Session where the Members' qualifications are demonstrably equal to or better than those of all non-member applicants, provided that such teaching does not contravene Article 23.3(f).

37.2 (a) The Employer recognizes the desirability of avoiding unnecessary expenditures on sessional instructors.

- (b) In the event of a declaration of financial exigency by the Board of Governors pursuant to Article 26, the Employer may employ sessional instructors only when offering the course in question is important to the financial position of the University or when Senate deems it important to the continuing health of an academic program, and no bargaining unit Member is available to teach it who is qualified to do so.

- (c) A sessional instructor shall not normally be hired to teach more than two (2) full courses per academic year, it being understood that if an urgent need causes the hiring of the sessional for a third full course in the same academic year, in the following two (2) academic years no urgency or exception shall be recognized as a basis for hiring that sessional lecturer to teach more than two (2) full courses in those academic years. When a person is hired to teach three (3) or more full courses he/she shall be given a limited term contract, except in the circumstances outlined above.

ARTICLE 38: ACHIEVEMENT AWARDS

38.1 The parties recognize that the outstanding contributions to Nipissing University made by some Members require special recognition. To give tangible recognition, the Employer agrees to establish an Achievement Award fund. The Employer shall consult and give due consideration to the views of the Association prior to establishing the procedures and criteria for the award, such consultation to be effected by a full discussion of the merits of possible procedures and criteria by the JCAA within three months of the signing of this Agreement.

ARTICLE 39: METHOD OF PAYMENT

39.1 The Employer agrees to pay Members on or before the twentieth (20th) day of each month.

ARTICLE 40: DISCIPLINE

- 40.1** No discipline, including reprimand, suspension or dismissal, shall be imposed upon a Member except for just and sufficient cause.
- 40.2** Layoff, as provided for in Article 26, is not dismissal for the purposes of this Article.
- 40.3** The Employer may only impose disciplinary measures which are appropriate in the circumstances.
- 40.4** Dismissal means the termination of a Member's appointment by the Employer without the Member's consent, as follows:
- (a) for Tenured Members, before retirement, or
 - (b) for all other Members, before the end of their contract of appointment.
- 40.5** All disciplinary measures are grievable. In all cases the burden of proof is upon the Employer.
- 40.6** Any alleged behavior giving the President or the Member's Dean concern that a situation exists which may lead to disciplinary proceedings against a Member shall be properly investigated by the President or by the Member's Dean, it being understood that a properly conducted investigation shall not constitute a disciplinary action, and as such is not grievable.
- 40.7** In conducting any investigation, the President or Dean shall:
- (a) communicate any complaint to the Member within six (6) working days, with confidentiality safeguards where appropriate, and provide the Member with an opportunity to respond to the complaint, by meeting or by submission of materials, or both.
 - (b) respect all provisions of this agreement, and, where there are no relevant provisions, act in a manner appropriate to the alleged cause,
 - (c) notify the Member as promptly as is reasonable as to the reasons for and the nature of the investigative action being undertaken,

- (d) inform the Member of any results of that investigation within six (6) working days of such results being known,
- (e) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless such confidentiality places a Member, other employee, or a student at risk.

40.8 After being informed of the results of an investigation, a Member shall, in all cases, have the right to meet with the President or Dean, to provide explanations and to make submissions, before any disciplinary measure is imposed.

40.9 In all dealings with the Employer on matters of discipline, the Member shall have the right to be accompanied by or represented by a person appointed for that purpose by the Association.

40.10 A Member may not be disciplined for violation of a rule, regulation, or instruction unless that rule, regulation, or instruction is reasonable, does not contravene the provisions of this collective agreement, and has been promulgated and communicated by the appropriate authority.

40.11 When the alleged cause is alleged deficiency in the performance of workload duties, the Member must be accorded a reasonable opportunity to correct the deficiency before any disciplinary measure is imposed.

40.12 When the alleged cause is of a type for which a separate institutional policy exists the procedures of such a policy should be followed to the extent that they are not in conflict with this collective agreement, but in the event that such a policy is inconsistent with this collective agreement, and either the complainant or respondent is a Member, this collective agreement shall have primacy.

40.13 The President of the University may exercise emergency powers to relieve a Member of some or all of the Members duties, and remove some or all of the Members privileges, by written notice, only when:

- (a) An investigation which may lead to the imposition of discipline on the Member is underway, and
- (b) The President has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to a student, an employee or any person associated with the institution, or to the property of the institution.

The exercise of these emergency powers is deemed not to be a suspension for the purposes of this Article.

- 40.14** Article 25.14 notwithstanding, in the event that a disciplinary measure is successfully grieved, the fees and expenses of the arbitrator shall be borne by the Employer.
- 40.15** (a) Only a Member's Dean, the President, or the Board may reprimand a Member in writing.
- (b) Only the President or the Board may suspend a Member, with or without pay.
- (c) Only the Board may dismiss a Member.

ARTICLE 41: APPOINTMENTS OF PROFESSIONAL LIBRARIANS

In the event that a position of Professional Librarian who shall be a Member of the Bargaining Unit is to be filled the parties agree to negotiate appropriate provisions at that time.

ARTICLE 42: GRANTS AND CONTRACTS FOR RESEARCH AND CREATIVE ACTIVITY

- 42.1** (a) Any Member may apply for a grant, or propose a contract, which will provide the Member with funds for research, development, critical, artistic or literary activities. Such grants and contracts may, but need not, be administered by the Employer.
- (b) Ordinary consulting contracts are not regulated by this Article.
- 42.2** Where a contract calls for the performance of work on Employer premises, the contract shall be between Nipissing University and the funding agent.
- 42.3** For purposes of this Article, the grantee is:
- (a) in the case of a grant, the Member to whom the grant is awarded;
and

- (b) in the case of a contract, the Member responsible for the supervision and management of the work which is to be done pursuant to the contract.

42.4 Grants and Contracts Not Administered by the Employer

- (a) In the case of a grant not administered by the Employer, the provisions of Article 21.5 shall apply.
- (b) Where the Employer is able to attract or distribute outside matching funds or related formula financing, a Member who is the grantee of a grant or contract not administered by the Employer which is of the type described in 42.1(a) shall promptly report to the Employer, the source, amount, budget summary and purpose of any grant or contract not administered by the Employer.
- (c) Notwithstanding Article 42.4(b) where the grantee is not the principal investigator, and where the grantee is not privy to the entire budget, the grantee shall only report those budget elements under the grantee's control.

42.5 Grants and Contracts Administered by the Employer

- (a) Overhead payments to the Employer, from grant or contract funds, shall not be in excess of amounts determined by the terms of the grant or contract. Allocation of such funds shall be at the discretion of the Employer.
- (b) The grantee is responsible for the general and financial management of the grant or contract, and shall manage the grant or contract in compliance with relevant regulations of the funding agent and applicable regulations of the Employer. Periodic accounting reports shall be reviewed by the grantee, who shall promptly bring any irregularity to the attention of the University Controller.
- (c) The Employer shall deliver to the grantee responsible for any contract, as well as to any person explicitly designated by name in the contract and whose services are called for by the contract, a full and complete copy of the contract and all relevant statements of account.

42.6 Member-Funded Grants

A Member on sabbatical leave may request that a portion of his/her sabbatical allowance be designated as a research grant. In such an event, the provisions of Article 20.3(d) shall apply.

APPENDIX A**A DESCRIPTION OF THE NIPISSING UNIVERSITY FACULTY ASSOCIATION BARGAINING UNIT FROM THE ONTARIO LABOUR RELATIONS BOARD DECISION DATED JANUARY 11, 1994**

"All full time academic staff and academic professional librarians employed by the Nipissing University in the City of North Bay, in the District of Nipissing, save and except the President, Vice-President Academic, Registrar, Deans, Associate Deans, Administrative Assistants to the Deans, Director of Library Services, Academic Counsellors, Laboratory Technicians, Instructors and Faculty Members employed by Nipissing University on leave from or on secondment from another university or other employer."

"Clarity Note 1: For the purpose of clarity, the bargaining unit does not include part-time faculty who regularly teach less than three full courses."

"Clarity Note 2: For the purpose of clarity, the bargaining unit does not include public service librarians."

APPENDIX B

ARBITRATORS PURSUANT TO ARTICLE 25.12

Gail Brent

Owen Shime

Michael Bendel

Dan Soberman

APPENDIX C

LIST OF COURSES PURSUANT TO ARTICLE 18.2(b)

COSC 1901

COSC 1902

ENGL 1501

ENGL 1502

ENGL 1551

ENGL 1552

FREN 1005

FREN 1115

MATH 1911

MATH 1912

LETTER OF UNDERSTANDING FOR THE PERIOD

MAY 1, 1997 TO APRIL 30, 2000

Definitions:

R represents the total of basic and Northern grant revenue plus tuition fee revenue, net of clawback, and excluding AQ, to Nipissing University in a given fiscal year.

R represents the total of basic and Northern grant revenue plus tuition fee revenue, net of clawback, and excluding AQ, to Nipissing University in 1996-97.

R^* represents the total of basic and Northern grant revenue plus tuition fee revenue, net of clawback, and excluding AQ, to Nipissing University in the previous fiscal year.

Clawback is the 30% of any extra revenues generated by the 10% increase in tuition fees designated for student aid in 1997-98 and any cumulative amounts from 1996-97.

The Proposal:

1997-98	1 PTR Plus .275 of all R in excess of $R^* + \$250,000$ to a maximum of \$175,000
1998-99	1 PTR or .5 PTR (see Proviso) Plus .3 of all R in excess of $R^* + \$100,000$ to a maximum of \$175,000
1999-00	1 PTR or .5 PTR (see Proviso) Plus .3 of all R in excess of $R^* + \$100,000$ to a maximum of \$175,000

Proviso:

- a) If R falls below $R^* + \$150,000$ OR $R + \$600,000$ in 1998-99, whichever is less then only .5 PTR is paid. Otherwise 1 full PTR is paid.
- b) If R falls below $R^* + \$150,000$ OR $R + \$750,000$ in 1999-00, whichever is less, then only .5 PTR is paid. Otherwise 1 full PTR is paid.

Notes:

For the purpose of the contingency part of salary R^* is intended to be a value which is net of any clawback (as in the case of a portion of tuition fees directed to student aid) and adjusted for any recycled or renamed government grant. NUFA agrees to specifically exempt the returning AQ grant of approximately \$150,000. NUFA and the Nipissing University Administration agree that any revenues in excess of R^* are understood to be new and net monies. R^* will be determined using a side table and will be subject to approval by both negotiation teams.

For the purpose of the contingency part of salary, the minimum PTR will be used to set the contingency amounts to start on May 1. However, a precise determination of R will be made later in the fiscal year using the side-table method (Admin-NUFA) once all the information is available. Any adjustment will be made retroactive to the May 1 start date.

Additional Notes:

1. The Administration agrees to keep the Association informed of all changes relevant to this salary agreement. Specifically, the Association will be provided with copies of all government documents relating to grants and tuition fee changes as they are received. As well, the Administration agrees to provide current information on Nipissing University FTE counts as outlined in this agreement on a timely basis.
2. The Administration agrees that any revenue sharing awards will be added to salary base and will be assigned as follows:

50% to increment “restoration” as directed by the Association (PTR)

50% to across-the-board increase in salaries

THIS COLLECTIVE AGREEMENT

SIGNED AT NORTH BAY,

this day of , 1997

NIPISSING UNIVERSITY

**NIPISSING UNIVERSITY
FACULTY ASSOCIATION**

