

**Nipissing University and (FASBU) Full-time Academic Staff Bargaining Unit
Collective Agreement 2015-2019**

APPENDIX L

LETTER OF AGREEMENT

**SPECIAL JOINT COMMITTEE ON THE POTENTIAL INCLUSION OF LIBRARIANS IN THE
NUFA-FASBU BARGAINING UNIT**

Introduction

1. After requesting and reviewing the position descriptions for the Librarians employed by Nipissing University in the Harris Learning Library, NUFA proposed in negotiations for a renewal collective agreement that the current Salary Level 6 Librarians (Manager, Reference and Information Services, and Manager, Archives and Special Collections) should become included in the bargaining unit and covered by the renewal collective agreement.
2. The Employer has advised NUFA both in the past and during this round of collective bargaining negotiations that it has not and does not consider the librarians employed by the University in connection with the library services shared with Canadore College (hereafter the "Librarians"), including the Salary Level 6 Librarians, to be employed by the University as, or required or expected by the University to work as, "academic professional librarians" for the purposes of the scope and recognition clause in Appendix "A" of the collective agreement.
3. In this context, the Employer advised NUFA that in the University's view, NUFA's proposals to have the Librarians become covered by the renewal collective agreement is an attempt by NUFA to expand the scope and recognition of the collective agreement that, without the agreement of the University to do so, cannot be pursued by NUFA to impasses in collective bargaining negotiations.
4. The proposal herein is expressly made without prejudice or precedent to the Employer's position outlined in paragraphs 1 to 3 above.

The parties agree that following the ratification of the renewal Collective Agreement:

- a) The parties will establish a Special Joint Committee (SJC) within six (6) months of the ratification.
- b) The purpose of the SJC will be to determine whether or not the parties can reach agreement on the terms and conditions of the renewal collective agreement and any additional terms and conditions of employment that would apply to the employment of the two Salary Level 6 Librarian positions should the parties mutually agree to include them in the bargaining unit.

- c) The SJC will be composed of three (3) members appointed by the Provost and three (3) members appointed by the President of the Association. The SJC will be co-chaired by one of the University's appointees, as identified by the Provost, and one of the Association's appointees, as identified by the President of the Association.
- d) The SJC may consult stakeholders as it considers necessary.
- e) The SJC will conclude its deliberations by April 30, 2017.
- f) If the result of the deliberations of the SJC is mutual agreement on the terms and conditions of the renewal collective agreement and any additional terms and conditions of employment that would apply to the employment of the two Salary Level 6 Librarian positions if they were to become included in the bargaining unit, then the Employer and the Association may mutually agree, in writing, to include these Librarians in the bargaining unit on a prospective basis and agree, in writing, to revise the renewal collective agreement or a subsequent collective agreement as necessary in this regard.
- g) If inclusion in the bargaining unit is mutually agreed in writing by the University and the Association, it will be effective as of a mutually determined date and will not be retroactive.

NOTE:

In collective bargaining negotiations, the parties identified the following provisions of the renewal collective agreement that might apply to the Salary Level 6 Librarians if they were to become included in the bargaining unit and covered by the renewal collective agreement:

Article 1:	Definitions
Article 2:	Purpose
Article 3:	Recognition and Definition of the Bargaining Unit
Article 4:	Management Rights
Article 5:	Rights & Privileges of the Association
Article 6:	Dues Check-Off
Article 7:	Correspondence and Information
Article 8:	Copies of the Agreement
Article 9:	Joint Committee on the Administration of the Agreement
Article 11:	Amendments to the Nipissing University Act
Article 12:	Non-Discrimination
Article 13:	Conflict of Interest
Article 14:	Official Files
Article 15:	Privacy
Article 16:	Health, Safety and Security
Article 30:	Method of Payment
Article 35:	Leaves and Authorized Absences [further discussion about applicability as required]
Article 36:	Resignation and Retirement
Article 39:	Grievances and Arbitration
Article 40.1 and 40.2:	Discipline
Article 46:	Amalgamation, Consolidation, Merger or Expansion of the University
Article 47:	Negotiation Procedure
Article 48:	Strikes or Lock-outs
Article 49:	Duration and Continuance of the Agreement
Appendix A	Ontario Labour Certificate
Appendix B	Arbitrators
Appendix F	LOA: Group Insurance Benefits

