

**COLLECTIVE AGREEMENT**

**between**

**NIPISSING UNIVERSITY**

**(hereinafter called the University or the Employer)**

**and**

**Contract Academic Staff Bargaining Unit**

**(hereinafter called CASBU)**

**The parties agree as follows:**

**May 1, 2014 – April 30, 2016**



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## ARTICLE 1: DEFINITIONS

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

**ABQ Course** designates a one-session Additional Basic Qualification course, given by the Faculty of Education and accredited by the Ontario College of Teachers, to teachers who wish to become qualified to teach in an additional division (Primary, Junior, Intermediate, or Senior).

**Academic Unit** designates a school, division, or department responsible for the delivery of an academic program.

**Academic year** designates the period from July 1 to June 30.

**Alternative delivery mode** designates any course where instructors and students for some or all of the instruction are not in the same physical space.

**Association** designates the Nipissing University Faculty Association (NUFA).

**Board of Governors** (hereinafter called the Board) designates the body referred to by that name in the Nipissing University Act.

**Canadian** designates a citizen, a legal resident, permanent resident, or those legally residing in Canada pursuant to a Ministerial permit.

**CASBU** designates the Contract Academic Staff Bargaining Unit as described by Appendix A.

**CASBU Officer** designates a CASBU Member as defined in Article 3.2 elected each year for a year's term, to act as a liaison between CASBU, FASBU and the University.

**CAUT** 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.

**Chairs/Directors** are responsible for providing academic leadership to their Department/Division/School. They serve as representatives of their Department/Division/School in administrative matters, as well as the official spokesperson of their Department/Division/School and report to the Dean.

**Continuing Contract** designates an ongoing contract that ends if the Member retires or resigns per Article 15.4, is laid off per Article 15.12 or is dismissed according to the terms outlined in Article 30.

**Course** designates a discipline-named and numbered offering of instruction and assignments as determined appropriate to a University Program by the University Senate and may also be designated as a "section".

**Dean** designates the senior academic officer of an Academic Unit, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.

**Department/Division/School** designates a program(s) housed in a faculty.

**Employer** designates the Board of Governors of Nipissing University.

**Fall/Winter Term** designates the period thus named and specified annually by Senate, normally the Fall and Winter terms, September 1 to April 30.

**FASBU** designates the Full-time Academic Staff Bargaining Unit.

**Full-time Instructor** designates a full-time Member, hired on a contract of no less than 10 months, except as outlined in Article 15.3(d) (e.g., Laboratory Instructors, Seminar Instructors, and Service Course Instructors).

**Immediate Family** designates spouse, sibling, parent, and/or child.

**Individualized Study Course** designates a course in which an instructor supervises a single student usually in regard to a research project.

**Initial Contract** designates a Full-time Instructor contract of no less than ten (10) months.

**Laboratory Instructor** designates a Full-time Instructor hired to provide in class laboratory instruction and other instruction related duties.

**Main Campus** is the University operations within the City of North Bay.

**Member** designates a person included in the Bargaining Unit as defined by the certificate issued by the Ontario Labour Relations Board, dated February 13, 2001.

**Month** designates twenty-two (22) working days.

**Nipissing University** designates the body corporate defined by the Nipissing University Act (1992) and as amended December, 2001.

**Nominal Salary** designates for any given period the gross salary which a Member is entitled if engaged in full-time service at Nipissing University excluding any stipends and/or payments for overload teaching.

**NUFA (Nipissing University Faculty Association)** designates the exclusive bargaining agent of FASBU and CASBU.

**OCUFA** designates the Ontario Confederation of University Faculty Associations.

**Official File** designates all files containing evaluative materials concerning Members, housed in the Dean's Office.

**On-Campus Course** designates a course where both the instructor and the student(s) are in the same physical space.

**Parties** are the parties to this Collective Agreement, namely Nipissing University and CASBU.



**Part-time Instructor** designates a Member hired on a per course instruction basis and whose contract is for a definitive/limited timeframe.

**Personal File** designates all files not required to support continued student academic needs or ongoing operational requirements and are items that are clearly of a personal nature or are owned by a former Member and may include material identified in Article 14.7(a).

**Personnel File** designates all files containing benefits and payroll records concerning Members, housed in the Human Resources Office.

**Pre-packaged Course** designates a course, delivered by an Instructor, where the content is produced by, and belongs to, the University.

**President** designates the Chief Executive Officer and Vice-Chancellor of the University appointed in accordance with procedures established for the governance of the University by the Board of Governors.

**Regional Campus** designates a campus of Nipissing University in a location other than the North Bay campus.

**Secondment** designates a temporary assignment by the Employer of a Member to perform duties in an Academic Unit or Department/Division/School other than the Member's academic home or the appointment by the Employer of a Member to an administrative position for a limited period of time.

**Seminar Instructor** designates a Full-time Instructor hired to provide seminar instruction and other instruction related duties.

**Senate** designates the body referred to by that name in the Nipissing University Act.

**Senate/Board Documents and/or Policies** designates those documents and/or policies formally approved by the Senate and/or the Board of Governors of Nipissing University.

**Service Course** designates a course that is offered as a service to a degree program but does not count towards a minor, major, or specialization in any discipline. All service courses are listed in Appendix H.

**Service Course Instructor** designates a Member hired to teach 12 hours per week of courses listed in Appendix H.

**Specified Site** designates the geographic location of an on-site course (e.g. North Bay, Brantford, Muskoka).

**Spring/Summer** designates the period thus named and specified annually by Senate, normally the Spring and Summer terms, May 1 to August 30.

**Spouse** designates a Member's partner in law or in common law (with whom the Member has continuously been in the relationship, for at least one (1) year). A Member can designate only one spouse at a time.

**Teaching Dossier** designates a document describing a Full-time Instructor's teaching accomplishments and strengths in a manner that conveys the scope and quality of the Member's teaching.

**Vice-President, Academic and Research (VPAR)** designates the senior officer of the University appointed in accordance with procedures established for the governance of the University by the Board of Governors.

## **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. The parties agree to cooperate in the promotion and enhancement of the University and to encourage a climate of freedom, responsibility and mutual respect. 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. This Collective Agreement recognizes the value of CASBU Members to the overall well-being of the University.

### **ARTICLE 3: DEFINITION OF THE UNIT**

- 3.1** The composition of the Contract Academic Staff Bargaining Unit (CASBU) will be defined by the Certificate of the Ontario Labour Relations Board dated February 13, 2001. This certificate and subsequent amendments, if any, will be deemed to be incorporated into and become a part of this Collective Agreement (see Appendix A).
- 3.2** For the Employer's contractual purposes, a Member becomes a Member of the CASBU Bargaining Unit, and thus bound by the rights, privileges and responsibilities of this Collective Agreement, on the start date indicated on his or her employment contract or appointment and will remain a Member until the completion date on his or her contract or for the duration of his or her appointment.
- 3.3** Should a grievance arise over a matter that occurred during a Member's contract and is filed within ten (10) days of the completion date of the Member's contract, the University and the Member have a responsibility to follow the grievance process as outlined in Article 20 of this Collective Agreement, even though this process might extend beyond the completion date of the Member's contract.

**ARTICLE 4: RECOGNITION**

- 4.1** The Employer recognizes NUFA as the sole and exclusive bargaining agent of the Members of the Contract Academic Staff Bargaining Unit, as defined by the certificate of the Ontario Labour Relation Board dated February 13, 2001. (See Appendix A).

## **ARTICLE 5: RIGHTS AND PRIVILEGES OF CASBU**

- 5.1** CASBU will have the right to have the CASBU Officer or designate 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 discussed and to make representations at such meetings.
- 5.2** NUFA will have the right at any time to call upon the assistance of representatives of CAUT, OCUFA, or other similar bodies. Such representatives will have reasonable access to Nipissing University premises to consult with Members of either Bargaining Unit and/or the Employer.
- 5.3** Nipissing University will provide CASBU a shared office space with FASBU for conducting its affairs, in accordance with FASBU Article 5.2.
- 5.4** Remuneration for the CASBU Officer will be the amount of the base three-credit course stipend as stipulated in Article 21, divided equally between the University and NUFA, paid over a seven-month period, October – April, and added to the Member's monthly cheque. During October each year, NUFA will pay the University its half of this amount. In the final year of this Collective Agreement, CASBU will receive a three-credit course stipend.
- 5.5** The CASBU Officer's office and telephone extension will be listed in the University Directory. The CASBU Officer will be identified in the University email address listing. The CASBU officer will be provided with a secure mailbox.
- 5.6** For the duration of this Collective Agreement, Nipissing University will recognize the CASBU Officer and the CASBU Member at Large for the purpose of conducting Association business for CASBU Members even if their appointment or contract ends prior to the next election. The University will recognize their ability to conduct Association business as long as they remain part of the Executive of the Nipissing University Faculty Association (NUFA) and have not been removed per Article 11 of the Nipissing University Faculty Association Constitution.

## **ARTICLE 6: DUES CHECK-OFF**

**6.1 (a)** The Employer agrees to deduct monthly dues, as assessed by NUFA, 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, will have a sum equivalent to NUFA 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 NUFA.

### **6.2 Dues Remittance**

The amounts deducted under Article 6.1(a) will be remitted monthly to NUFA no later than the twentieth (20th) day of the following month. The Employer will subtract any sum to be paid to charitable organizations prior to each monthly remittance to NUFA. NUFA will advise the Employer in writing one (1) month in advance of any changes in the amount of regular monthly dues. The Employer will inform NUFA and the CASBU Officer of the names of the Members from whose remuneration deductions have been made and the amounts so deducted from every Member's salary on a monthly basis.

**6.3** In cases where the list of Members' names and salary deductions varies from the list assembled by NUFA for each term, the Employer agrees to meet with a designated NUFA representative no later than ten (10) days after the list has been first presented by the Employer each term, to attempt to equalize the lists.

## **ARTICLE 7: ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY**

### **7.1 General Definition**

- (a)** Members have a right to academic freedom, which is defined as the freedom, (i) individually or collectively, to acquire, to pursue, to develop, to preserve, and to transmit knowledge through research, study, examination, questioning, discussion, documentation (in all formats), production, creation, teaching, lecturing, writing, and performance, regardless of prescribed or official doctrine and without constriction by institutional censorship; and (ii) to disseminate their opinion(s) on any questions related to their teaching, professional and creative activities, and research both inside and outside the classroom.
- (b)** The parties agree that academic freedom does not require neutrality on the part of the individual. It is furthermore agreed that academic freedom makes intellectual discourse, critique, and commitment possible.

### **7.2 The Freedom to Teach and its Responsibilities**

- (a)** 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 or official doctrine.
- (b)** 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, to treat students fairly and ethically, and to 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**

While Members are not required to perform research as part of their duties and responsibilities, Members choosing to engage in research are bound by the following:

- (a)** Members have the freedom to carry out scholarly research within areas of their expertise without reference or adherence to prescribed or official doctrine. This also recognizes that Members' expertise can evolve over time in conjunction with new collaborations, combinations of disciplines, emerging theories and areas of interest.
- (b)** Researchers are expected to meet ethical guidelines for work with animal or human subjects in accordance with procedures established by the University's Research Ethics Board, the regulations and protocols of the University's Animal Care Committee, and government regulatory bodies. Researchers are expected to deal fairly with colleagues, assistants, and students with whom they conduct research, 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**

While Members are not required to do so:

- (a) Members have the right to publish the results of their research, creative, or professional activities, without interference or censorship by the institution, its agents, or others.
- (b) 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 of Artistic Expression and its Responsibilities**

- (a) Members engaged in the creation and presentation of works in the visual and performing arts are as entitled to the protection afforded by the commitment to academic freedom as are their colleagues who write, teach, and study in other academic disciplines. Artistic expression, including presentations to the public, will have the same assurance of academic freedom.
- (b) Direct or indirect attempts to impose tests of propriety, ideology, or religion on the artistic activity of these Members will be resisted by the University community, it being agreed that such tests are acts of censorship that limit the freedom to explore, to teach, and to learn.
- (c) Members in the visual and performing arts, when called upon to select or judge the artistic work of colleagues and students, must ensure that the criteria are educational and artistic and are applied in a fair and impartial manner.

#### **7.6 The Freedom to Speak Intramurally or Extramurally and its Responsibilities**

- (a) Members have the right to speak intramurally and extramurally, including the right to express freely their opinion(s) about the University and its administrators, the government of the day, or society at large.
- (b) When speaking intramurally, Members are expected to deal fairly and professionally with all members of the University community.
- (c) Speakers who are commenting on their scholarship are bound by the same responsibilities which attend the right to publish research.
- (d) In any exercise of freedom of expression, Members will not purport to speak on behalf of the University unless so authorized by the Board, the President or his/her designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

## **ARTICLE 8: NO DISCRIMINATION**

- 8.1** The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Member in regard to the Member's compensation, appointment, confirmation of appointment, reappointment, fringe benefits (if applicable) or any other terms and conditions of employment by reason of age (except as provided for in this Collective Agreement), race, ancestry, ethnic origin, colour, creed, place of origin, gender, sex, sexual orientation, marital status, citizenship, political or religious affiliation or belief, record of offences (except as provided by the law), family status, membership in the Association, or disability (provided that such disability does not interfere with his/her ability to perform the necessary job requirements). The interpretation of this article will be guided by the Ontario Human Rights Code, which will take precedence over this Collective Agreement whenever there is disagreement between the two.
- 8.2** In any dealings with or actions affecting students, fellow Members or other employees of the University, Members will avoid all forms of discrimination as specified in Article 8.1.
- 8.3** The parties agree that there will be no discrimination by the Employer in cases where a Member prefers to teach fewer courses than are offered to the Member.
- 8.4** A Member may accept remuneration for pursuit of activities beyond the University without prejudice to the Member's University position as long as the activities do not interfere with the Member's duties for the University.
- 8.5** Laboratory Instructors, Seminar Instructors and Service Course Instructors will not be discriminated against by the Employer if they prefer not to teach more than their normal number of teaching hours per week as outlined in Article 17.

## **ARTICLE 9: JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT (JCAA)**

- 9.1** The Parties agree to establish a Joint Committee on the Administration of this Agreement (JCAA) within thirty (30) days of the signing of the ratification of this Collective Agreement composed of three (3) representatives of the Employer and two (2) alternates, and three (3) representatives of the Association and two (2) alternates. Appointments to the JCAA will be for a two-year term and will be subject to renewal.
- 9.2** The JCAA will review matters of concern arising from the administration of this Agreement excluding any dispute that is the subject of an appeal or grievance under any other provision of this Agreement or that has been submitted to arbitration under this Agreement.
- 9.3** The JCAA will foster good communication between the parties, serve as a forum for the exchange of information, and ensure that this Agreement is administered in a spirit of cooperation and mutual respect.
- 9.4** The JCAA will not have the power to add or modify in any way the terms of this Collective Agreement. The JCAA will function in an advisory capacity to the Association and the University and will seek the timely correction of conditions which may give rise to misunderstandings.
- 9.5** The JCAA will determine its own procedures subject to the following provisions:
- (a)** The Committee will be co-chaired by one (1) representative of the Association and one (1) representative of the University who will together be responsible for preparing and distributing the agenda and distributing the minutes of the previous meeting.
  - (b)** The Committee will meet as necessary. Either co-Chair may call a meeting on seven (7) days written notice to the other members of the Committee. Written agendas and minutes will be circulated to all members of the Committee at least forty-eight (48) hours in advance of each meeting.
  - (c)** A quorum for the Committee meetings will be four (4) members, provided that at least two (2) representatives of each party are present, including the co-Chairs or their designates.
  - (d)** Recommendations of the JCAA will be by unanimous agreement of both parties and will be written down and signed by the co-Chairs at the end of the meeting.
- 9.6** In the event that any dispute over the interpretation of the Collective Agreement cannot be resolved by the JCAA, either party may give intent to proceed to mediation beginning with Article 20.7(b)(ii). If no settlement is reached within five (5) days of the Mediation Conference, either party may submit the dispute to arbitration per Article 20.7(c).

## **ARTICLE 10: CORRESPONDENCE AND INFORMATION**

### **10.1 Correspondence**

- (a)** Except where otherwise specified in this Collective Agreement, correspondence between CASBU and the Employer arising out of this Collective Agreement will pass between the President of the University and the CASBU Officer or their designates.
- (b)** Where written notice is specified in this Agreement, the University internal mail will be used when signatures are necessary and the University's e-mail system may be used when signatures are not necessary.

### **10.2 Member Information**

On or about November 20, March 20, and July 20 of each year, the Employer will make available to the CASBU Officer, an up-to-date Membership list which will include the name, the status (Part-time Instructor, Laboratory Instructor, Seminar Instructor or Service Course Instructor), the Faculty and Department, and the total amount of dues to be deducted of each Member.

### **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 will not require either party to compile information and statistics or provide analysis of data in the form requested if such data are not already compiled in the form requested unless required under this Article.
- (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 financial 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)** before September 30 each year, a list of courses (name and number) taught by academic staff who are not Members of NUFA; and
  - (v)** before May 1 each year, the Record of Employees' Salaries and Benefits that are paid \$100,000 or more in a calendar year per the Public Sector Salary Disclosure Act (PSSDA), 1996, as amended 2004.

- (c) Before May 1 of each year, the Employer will make available to the Association a copy of the confidential contracts for each senior administrative position, including the President, all Vice-Presidents, and Deans of faculties, on the express understanding and agreement that the Association will keep all information related to these contracts strictly confidential and will not use or disclose any information contained therein for any purpose other than dealings directly between the Employer and the Association related to the Collective Agreement.

#### **10.4 Member Benefit Information for Contract Administration and Collective Bargaining**

Before July 1 each year, the Employer will provide the following:

- (a) a current copy of the group insurance contract(s) as it pertains to Members, including updated amendments;
- (b) a copy of the underwriting and/or service agreement with all insurers or suppliers of group benefits as it pertains to Members;
- (c) a copy of the complete group insurance renewal as it pertains to Members from all suppliers. If this is not available, the Association will be provided with the following:
  - (i) paid premiums for Members for the last year by type of benefit;
  - (ii) premium rates for Members for the last year by type of benefit;
  - (iii) paid claims for Members for the last year by type of benefit;
  - (iv) breakdown of all reserves and expenses (including commissions or fees) for the last year as they pertain to Members; and
  - (v) listing for all individual claims (no Member names required) for long-term disability for the last year; monthly gross and net amounts for all claimants for the last year; disabled life reserves for all claimants for the last year; current status (active, suspended, terminated, etc.); and intervention (IME, rehabilitation, partial disability, litigation, etc.).
- (d) for the University's defined contribution pension plan, the amount of Members' salary contributed by the Employer; the amount of Members' salary contributed by Members; and the audited certified financial statement;
- (e) approved minutes of the Pension and Benefits Committee;
- (f) the total salary of Members (January – December); and
- (g) before July 1 each year, or within (30) days of any rate adjustment, the Employer will provide the Association with information on premiums paid per month, based on the Benefit Premium Rate Chart (by type of benefit) as completed by Human Resources.

## **10.5 Information from the Association to the Employer**

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)** an up-to-date list of the Executive of the Association and all other standing committees of the Executive;
- (c)** on a timely basis, notice, agenda and the approved minutes of the Association's general meetings (regular and special); and
- (d)** a copy of each NUFA News.

This information may be provided in whole or in part by publication on the Association's website.

## **ARTICLE 11: COPIES OF THE AGREEMENT**

- 11.1** Upon ratification by the parties of the Collective Agreement, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and CASBU or their designate. Each party will receive three (3) official copies.
- 11.2** The Employer and the Association desire that Members be familiar with the provisions of this Collective Agreement and their rights and obligations under it. The Employer will 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 an electronic link to a secure searchable PDF copy of the Agreement. In addition, the Employer will as soon as possible, and in any event within sixty (60) days after the signing of this Agreement, place a searchable PDF document of the Agreement on the Nipissing University website. The searchable PDF will exclude the signatures.
- 11.3** A secure searchable PDF copy of the Agreement will be provided for newly-appointed Full-time Members in the Bargaining Unit by the Human Resources office along with a letter signed by the NUFA President introducing the Association and the Agreement. The Director, Human Resources, will send the secure searchable PDF copy of the signed Agreement and the accompanying NUFA President's letter with the pension, group benefits and payroll information. Per Article 15.2 Part-time Members will be provided an electronic link to a secure searchable PDF copy of the Agreement.
- 11.4** Signed paper copies of the Agreement will be housed with the Employer and the Association.

## **ARTICLE 12: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **12.1 Working Environment**

All working conditions will be as negotiated in this Agreement.

### **12.2 Accommodations and Email**

- (a)** The University will provide, to the best of its ability, shared office space and filing cabinets for Part-time Instructors.
- (b)** The University will provide, to the best of its ability, an office for each Full-time Instructor.
- (c)** Upon hiring, a Full-time Instructor will be provided with a serviceable computer.
- (d)** The University will provide a serviceable computer for each of the existing part-time Faculty offices over the course of this Agreement.
- (e)** The University will provide an email account for each Member which Members are expected to use for all their University communications and instruction.
  - (i)** The Member's email account will remain active for twenty-four (24) months after the termination of the Member's contract.
  - (ii)** Email accounts will be reviewed on January 31 and May 31 annually.
  - (iii)** Members will be provided with thirty (30) days notification prior to the termination of their email account by Technology Services.

### **12.3 Contact Information**

University telephone and e-mail directories will be regularly updated to include all Members covered in this Agreement.

### **12.4 Department and Faculty Meetings**

- (a)** As members of an Academic Unit, Members have the right to be informed of, and to attend all meetings of their Academic Unit. Members will be notified no later than seventy-two (72) hours prior to the meeting.
- (b)** Full-time and Part-time Instructors in a Department/Division/School will each elect a total of one (1) voting member.
- (c)** Full-time and Part-time Instructors will be invited to the open portion of Faculty Council meetings and excluded from closed, in camera sessions.



## **12.5 Travel**

Part-time Instructors and Full-time Instructors replacing another Full-time Instructor on leave per article 15.3(d) will normally be reimbursed for those reasonable and actual costs of travel, at the current University rates, to and from the location of the course, when the Member resides more than 100 kilometres (one way) from the course location. All expenses must be preapproved by the Dean or designate.

## **12.6 Professional Development Fund**

A professional development fund in the amount of \$15,000 per year will be established by the Employer for Members effective May 1, 2010. The decision of the Dean to award a professional development subsidy is non-grievable.

- (a)** Full-time Instructors may apply for a subsidy to attend conferences or activities related to pedagogy and/or their discipline. The use of these funds must relate directly to the Member's assigned teaching duties and responsibilities.
- (b)** Part-time Instructors who have taught 18 credits since May 1, 2007, or who achieve RFR per Article 15.7(a) are eligible to apply.
- (c)** Eligible Members may apply to their respective Dean for a subsidy up to seven hundred and fifty dollars (\$750) per year in support of professional development conferences or activities. If the Member is presenting, he or she may apply for a subsidy of up to one thousand five hundred dollars (\$1,500).

The CASBU Officer will have access, upon request to the Dean's office, to the names of all applicants and amounts requested, as well as the names of all successful candidates and the funds granted.

Reimbursement must be for actual expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures and subject to Canada Revenue Agency (CRA) regulations.

## **ARTICLE 13: MANAGEMENT RIGHTS**

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

## **ARTICLE 14: OFFICIAL FILES AND PERSONAL FILES**

### **14.1 Official Files**

- (a) There will be one Official File for each Member. All Official Files will be kept in the office of the appropriate Dean and will be clearly marked as confidential. For clarification, the files maintained in the Human Resources Office are not Official Files.
- (b) The official documents constituting the Official File will be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy.
- (c) The Official File of each Member will contain only material pertaining to the employment of the Member. The material in the Official File may include, but will not be limited to, the Member's curriculum vitae, annual teaching dossier, university transcripts, letters of application, references, salary and work history, student opinion surveys of faculty teaching, disciplinary material, signed commendations and complaints, decisions and recommendations together with the reasons arising from personnel decisions, and copies of material reflecting professional development and achievement.

### **14.2 Access to Official Files**

- (a) A Member may request, at least 24 hours in advance, to the appropriate Dean to examine all of his or her Official File during normal business hours, in the presence of the Dean or the Dean's designate. Members will be required to provide identification before access to the Official File is granted. Before a Member examines his or her file, confidential materials will be removed.
- (b) The contents of a Member's Official File will be made available only to authorized representatives of the Employer for the purpose of administering the Collective Agreement. The Official File can be made available to other persons only with the written consent of the Member, with the exception of instances where it is required by law. In such cases, the Member will be immediately notified of the details of the release, including the names of any persons granted access to the Official File and the legal reasons for the granting of access, unless such notification is prohibited by law.

### **14.3 Amendments to Official Files**

- (a) A Member will have the right to supplement or correct his or her Official File in the event of error or inadequacy.
- (b) A Member may request in writing to the Dean that material which the Member believes is false, irrelevant, inaccurate, or unsubstantiated be removed from his or her Official File. The Dean will respond to a Member's request in writing within ten (10) working days. If the Dean rejects a request, the Member may place a response to the material in his or her Official File. The Member's response does not take the place of a grievance.

#### **14.4 Anonymous Materials**

- (a) No anonymous material will be kept in any Member's Official File.
- (b) No anonymous material will be submitted as evidence in any formal decision or action involving a Member. If anonymous material is introduced as part of any deliberation, action, or proceeding, such material will be sufficient in and of itself to invalidate the deliberation, action or proceedings. Statistical information gathered pursuant to Article 19 will not be considered anonymous material. Non-statistical information gathered pursuant to Article 19 is considered anonymous material; however, it may be submitted by the Member without invalidating the process.

#### **14.5 Confidential Materials**

- (a) The Member will be informed in writing of any additions to or deletions of material from his or her Official File within ten (10) working days of the addition or deletion. At any time, however, Members may request to view anonymized confidential letters of assessment held in their Official File.
- (b) Notwithstanding Article 14.5(a), letters of assessment received in relation to the initial appointment of a Member at the University will be confidential and will not be shown to the candidate before or after his or her appointment. Such letters of assessment will be destroyed within one (1) month after the Member's appointment commences.
- (c) If confidential material from the Member's Official File is used in the course of proceedings to resolve a grievance, and an arbitrator is deciding the case, he or she will have access to all relevant confidential material in the Official File and may make use of it in his or her decision, having due regard to its confidentiality.

#### **14.6 Filing Complaints**

- (a) In the case of a signed complaint made by anyone against a Member, the Member will be promptly advised by the Dean in writing that a complaint has been placed in the Official File. A copy of the signed complaint will be sent to the Member. The Member will be given an opportunity to place a comment or rebuttal in the Official File.
- (b) The Member will be informed in writing of any additions to or deletions from his or her Official File of materials involving complaints within ten (10) working days of the addition or deletion.
- (c) In the case of complaints by students:
  - (i) 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, will be removed from the Member's Official File and destroyed;

- (ii) if the students' names are disclosed, the Member will, at that time, be given an opportunity to place a further comment or rebuttal in the Member's Official File;
- (iii) when written student comments are retained, copies will be placed in the Member's Official File and a copy forwarded to the Member.

#### **14.7 Personal Files**

- (a) On termination of a Member's employment for any reason other than cause, the Employer will permit, by appointment only, accompanied access for a period of fifteen (15) working days (or longer with the agreement of the Dean) by the former Member or designate to his or her Personal Files, whether in paper or electronic format. Where files are not required to support continued student academic needs or ongoing operational requirements, the former Member or designate may remove or destroy the Member's Personal Files. Items that are clearly of a personal nature or are owned by the former Member, such as furniture, pictures and books, may be removed at this time.
- (b) On termination for cause, a Member may make arrangements with Human Resources to have his or her Personal Files and any items which are clearly of a personal nature sent to the Member within fifteen (15) working days of the Member's termination date.
- (c) Any files of a former Member that remain after the application of the provisions in Articles 14.7(a) or 14.7(b) may be archived or may be destroyed at the discretion of the Dean after a minimum of seven (7) working days.

## **ARTICLE 15: CONTRACT TERMS**

### **15.1 Types of Contracts**

All Part-time and Full-time contracts under this Collective Agreement will be made according to the Ontario Labour Relations Board Certificate dated February 13, 2001 (Appendix A), in one of the following categories:

**(a) Part-time Contracts**

- (i)** Aboriginal Teacher Certification Instructor
- (ii)** ABQ Course Instructor
- (iii)** Clinical Instructor
- (iv)** Course Facilitator
- (v)** Course Instructor (On-campus)
- (vi)** Course Instructor (Alternative Delivery Mode)
- (vii)** Course Instructor (Pre-packaged course and restricted to degree credit courses per the Ontario Labour Relations Board Certificate dated February 13, 2001)
- (viii)** Native Classroom Assistant Instructor
- (ix)** Native Special Education Assistant Instructor
- (x)** Practical Instructor
- (xi)** Teacher of Anishnaabemwin as a Second Language Instructor

**(b) Full-time Contracts**

- (i)** Laboratory Instructor
- (ii)** Seminar Instructor
- (iii)** Service Course Instructor

### **15.2 Contract Terms for Part-time Instructors**

- (a)** All Part-time contracts under this Collective Agreement will be made by the Dean or designate after consultation with the Department/Division/School.
- (b)** In assessing the eligibility of candidates for any new position or vacancy within the Bargaining Unit, the ongoing performance for renewal contracts and/or maintenance of Right of First Refusal status, the Dean or designate will consider: academic and professional credentials, teaching experience and teaching performance, and academic and professional expertise within the relevant Academic Unit.
- (c)** Part-time Instructors with an on-going record of successful teaching and professionalism may be offered a new contract without the requirement for external search and competition.
- (d)** The contract will specify the following items regarding the terms of employment:
  - (i)** name, address, phone number, University e-mail of Member;
  - (ii)** term for which the appointment applies;

- (iii)** location (on-campus, online, or alternative);
  - (iv)** delivery mode (on-campus, alternative delivery, pre-packaged);
  - (v)** department(s), division(s), school(s), program(s) or unit(s) in which the appointment is made;
  - (vi)** Dean;
  - (vii)** date on which the appointment commences;
  - (viii)** duration of the appointment;
  - (ix)** course name(s) and course code(s);
  - (x)** lecture hours per week and total course hours;
  - (xi)** remuneration (including number of students for pre-packaged courses)
  - (xii)** deemed hours of work for EI;
  - (xiii)** whether RFR applies and if so RFR premium stipulated;
  - (xiv)** indication of willingness, or not, of the Member to accept a low enrolment stipend; and
  - (xv)** a statement that the appointment is subject to the terms of this Collective Agreement.
- (e)** Contracts will normally be mailed at least thirty (30) days before the contract begins.
- (f)** No Part-time Instructor will teach more than four 3-credit courses or equivalent during the Fall/Winter term. This limit does not apply to pre-packaged courses.
- (g)** A part-time Member normally will not be issued more than one contract in each semester for instructing one of the following: one (1) laboratory, or one (1) seminar, or one (1) service course. Only under exceptional circumstances and with the approval of the Association will this limit be exceeded. The rate will be one-third of the Part-time Instructor stipend for a three-credit course, for each contact hour per week.
- (h)** The supervision of individualized studies courses is not considered part of the normal twelve (12) on-campus credit teaching load. Supervision of individualized courses will carry with it a stipend.
- (i)** A copy of each contract will be forwarded to the President of the Association by the Office of the Dean or Director of the relevant Faculty or School, two weeks prior to the start of the course(s).

- (j) For the purposes of this Collective Agreement, terms for the following part-time contracts outlined in Article 15.1(a)(i), (iii), (iv), (viii), (ix), (x), (xi) shall follow past practice.

### **15.3 Contract Terms for Full-time Instructors**

- (a) All Full-time contracts under this Collective Agreement will be made by the VPAR or designate after consultation with the Dean and the Department/Division/School.
- (b) In assessing the academic qualifications of candidates for any new position or vacancy within the Bargaining Unit, the VPAR or designate will consider: academic and professional credentials, teaching experience and teaching performance, and academic and professional expertise within the relevant Academic Unit.
- (c) Workload, as outlined in Article 17, is assigned by the Dean or designate in consultation with the Department/Division/School.
- (d) The duration of an initial contract for a Full-time Instructor will be no less than ten (10) months, at the discretion of the VPAR after consultation with the Member's Dean and the Member's Department/Division/School. A contract of less than ten (10) months may be assigned to replace a Full-time Instructor on leave per the provisions of Article 16.
- (e) Not less than sixty (60) calendar days prior to the end of the initial contract, Full-time Instructors will undergo a Formal Review by a Department/Division/School Review Committee as outlined in Article 15.5.
- (f) With the agreement of the Member, the number of months for a Full-time Instructor contract may be increased in any year.
- (g) All contracts are to a single, specific campus.
- (h) A copy of each contract will be forwarded to the President of the Association by the OVPAR. The letter will contain the following items and specifics regarding the terms of employment:
  - (i) type of appointment;
  - (ii) department(s), division(s), school(s), programs(s) or unit(s) in which the appointment is made;
  - (iii) date on which the appointment commences;
  - (iv) duration of the appointment, where applicable;
  - (v) assigned teaching load per Article 17.2;
  - (vi) step on the CASBU salary scale;
  - (vii) annual vacation entitlement, if applicable;



- (viii) annual professional development subsidy per Article 12.6; and
- (ix) a statement that the appointment is subject to the terms of this Collective Agreement.

#### **15.4 Resignation and Retirement of Full-time Instructors**

##### (a) Resignation

Members will give notice of their intention to resign as early as possible, and usually at least two (2) months in advance of the planned date of resignation. Letters of resignation, stating the intended date of resignation, will be addressed to the Vice-President, Academic and Research, with copies sent to the relevant Dean and the Chair/Director of the Academic Unit. Resignations will normally take effect on June 30 or December 31, unless otherwise agreed to in writing by the Member and the Vice-President, Academic and Research.

##### (b) Retirement

Members retiring will give notice to the appropriate Dean of their intention to retire normally not later than six (6) months in advance of their proposed retirement date, which will be June 30 or December 31.

#### **15.5 Initial Formal Performance Review for Full-time Instructors**

- (a) The Formal Review, prior to the end of the initial contract, will be carried out by a Department/Division/School Review Committee. This Committee will be made up of the appropriate Dean or designate, the Department/Division/School Chair/Director and two (2) Department/Division/School NUFA Members who interact professionally with the Member. The Member will choose one of the two (2) Department/ Division/School NUFA Members who will serve on the Review Committee. In the Education Faculty, where a Member has responsibilities across divisions and is not assigned to one division exclusively, the Formal Review will be conducted by a Review Committee chaired by the Dean and include one (1) NUFA Member of each division who interacts professionally with the Member.
- (b) A Member may request letters of recommendation from colleagues and/or other members of the University community for the Formal Review prior to the end of the initial contract. These comments will be noted in the record of the review.
- (c) The Department/Division/School Review Committee will assess the Member based on his/her demonstration of successful teaching and professionalism.
- (d) Not less than thirty (30) calendar days prior to the end of the initial contract, the Full-time Instructor will receive in writing the decision of the Department/ Division/School Review Committee. The Review Committee will designate the Full-time Instructor's performance as Satisfactory, Probationary, or Unsatisfactory.
  - (i) In the case of a Satisfactory designation, the Full-time Instructor will be offered a continuing contract of ten (10) or twelve (12) months per year.

- (ii) In the case of a Probationary designation, the Full-time Instructor will be offered a probationary contract extension of the same duration as the initial contract. This will occur only if the Department/Division/School Review Committee is uncertain whether or not they should grant a continuing contract based on the Full-time Instructor's Formal Performance Review. The Full-time Instructor will receive, in writing, the aspects of their performance that need to be improved. These aspects will be considered during the next Formal Performance Review that will occur within sixty (60) calendar days of the end of the extension. An extension can only occur once.
- (iii) In the case of an Unsatisfactory designation, the Full-time Instructor will not be offered a contract renewal.
- (e) Once the Formal Performance Review of the Member has taken place, the Department/Division/School Review Committee will make a recommendation to the Vice-President, Academic and Research whether or not to grant a continuing contract to the Member and what type of contract per Article 15.5(d).
- (f) An Unsatisfactory designation can be appealed to the Vice-President, Academic and Research within fifteen (15) calendar days of the Member receiving his/her letter denying a second contract. The Vice-President, Academic and Research will respond to the appeal within fifteen (15) calendar days of the date of the appeal having been submitted.
- (g) Should changes in enrolment patterns and/or pedagogical approach preclude the need for the contract position, the Instructor will be provided with notice no less than five (5) months before the end of the academic year.
- (h) The Department/Division/School Review Committee will submit its recommendation utilizing the Full-time Instructor Performance Review Form (Appendix I).

## **15.6 Instructor Rank**

All contracts under this Agreement will be made at the rank of Instructor. Instructors who are retired FASBU faculty will continue to carry the title (in name only) which they held before retirement (Professor, Associate Professor, Assistant Professor, or Lecturer).

## **15.7 Right of First Refusal (RFR) for CASBU Members**

- (a) Both full and part-time Members will achieve the right of first refusal to teach a course as long as they have taught that course on a part-time contract a minimum of three times within seventy-two (72) months and have served at the University thirty-six (36) months from their initial appointment. The right of first refusal is provided for a specified course at a specified site and via a specified delivery mode. This right is contingent upon, and its maintenance rests upon, a demonstrated record of continued successful teaching, professionalism, and recent and relevant experience in the area of study.

- (b)** In the process of scheduling course(s), each Dean will make a reasonable effort to meet an Instructor's request for accommodation but such requests are not guaranteed and scheduling requirements may result in the Instructor's requests not being met. If the scheduling needs of the Instructor cannot be met, RFR will be forfeited for the semester(s). This does not constitute a refusal. A Member who is on leave per Article 16 (except 16.1, 16.2 and 16.11), will forfeit their RFR for that semester(s). This does not constitute a refusal.
- (c)** If by 30 days before the course begins the University has not heard from a Member holding RFR, and the course in question was posted by the posting date as outlined in Article 15.9(a), then failure to contact the University constitutes a refusal by the Member who holds RFR for the course in question, and the University has the right to offer the course to another CASBU Member.
- (d)** When a course is replaced by a renamed, renumbered or revised version of what is essentially the same course for which the Member has achieved right of first refusal to teach the course, then the Member will continue to claim the right of first refusal to such a new course.
- (e)** Members of FASBU have the right of first refusal for all courses per Article 27.7(h) in the FASBU Agreement.
- (f)** Courses not assigned to FASBU Members will be first offered to individuals holding the right of first refusal under this Agreement.
- (g)** The Member who has earned the right of first refusal will lose that right after two successive refusals.
- (h)** When an instructor has the right of first refusal for more than one course, a Member will only have the right to exercise the right of first refusal to a maximum of 12 credits during the Fall/Winter term.
- (i)** When there are multiple sections of a course, a Member who holds the right of first refusal may only exercise that right for one section of a course per term.
- (j)** When more than one instructor holds the right of first refusal for a course, the course will be offered to the instructor who taught it first. If more than one instructor first taught the course at the same time, the course will be offered to the instructor whose date of initial appointment is earliest. If more than one instructor first taught the course at the same time and has the same date of initial appointment, the course will be offered to one instructor using the criteria outlined in Article 15.2(b).
- (k)** A Dean may order the review of an Instructor's RFR status under one or more of the following circumstances:

  - (i)** if the Instructor's Senate approved student opinion surveys show below-average results twice in a row; or
  - (ii)** the Dean has received substantive evidence which raises concern about the Instructor's professionalism or recent and relevant experience in the

area of study.

The review will be undertaken by the RFR Review Committee. This committee will consist of three (3) FASBU Members elected by Faculty Council (one each from Arts & Science, Education and Applied & Professional Studies), the CASBU Officer or delegate (as an observer) and one (1) Dean or designate/equivalent each from Arts & Science, Education and Applied & Professional Studies and the Vice-President, Academic and Research or designate, who shall be Chair. The committee will review the Instructor's performance in the relevant course, taking into account the Senate approved opinion surveys, and evidence related to any substantive concern brought to the attention of the appropriate Dean, as well as a written report from the Instructor. The committee may decide either to maintain or take away RFR status.

### **15.8 Course Postings**

- (a) All course contracts available to Members will normally be posted on the University's website under "Employment Opportunities" no later than March 15 for the Spring/Summer term and May 15 for the Fall/Winter terms, it being understood that these postings are subject to change without notice. The Dean, or his/her designate, is responsible for communicating directly with Members who hold RFR before the posting deadlines outlined above.
- (b) The CASBU Officer will be notified, in writing, of all available course contracts.
- (c) The Dean, or his/her designate, is responsible for informing the CASBU Officer, by e-mail, of any additions to course postings made after the deadlines outlined in 15.8(a). The e-mail will specify which courses have been added.
- (d) The Dean, or his/her designate, is responsible for directly communicating with any Member who holds RFR on a course that is posted thirty days or less before the course begins

### **15.9 Fraudulent or Misleading Information**

Fraudulent or misleading information in any employee information or documentation, submitted by Full-time or Part-time Instructors will be grounds for dismissal.

### **15.10 Salary Grid Placement of a New Full-time Instructor**

- (a) A new Full-time Instructor who holds a Master's degree will be placed at Step 3 on the salary grid (Appendix B). A new appointee who holds a Doctoral degree will be placed at Step 5 on the salary grid (Appendix B). One additional step on the salary grid (Appendix B) may be awarded for each year of full-time relevant teaching and/or professional experience and/or relevant certification.
- (b) Full-time Instructors who complete a graduate degree from an accredited institution during a contract will immediately move up to Step 3 for a Master's degree or Step 5 for a Doctoral degree. No retroactive payments will apply.

### **15.11 Progress through the Ranks**

Full-time Instructors will increase one (1) increment (step) on the salary grid (Appendix B) on May 1 of each year of this Agreement's duration.

### **15.12 Lay-off of Full-time CASBU Members**

- (a)** Changes in enrolment patterns and/or pedagogical approach may preclude the need for a full-time position. When a reduction of a position becomes necessary, such reduction will be handled in as fair and equitable a manner as possible.
- (b)** Once a position has been identified for lay-off, the VPAR and/or designate shall notify the Association President as far in advance as possible, but in any event at least one (1) month prior to any notice of layoff being issued. The notification to the Association must outline the reasons for the lay-off. The VPAR, and/or designate, shall give the Association President the opportunity to present his/her views and input.
- (c)** In identifying the Member to be laid off, the VPAR and/or designate shall consider the years of service and core competencies of Members in the Academic Unit where the lay-off will take place. The Employer will provide the affected Member with written notice of lay-off of no less than five (5) months. This notice will clearly indicate the reasons for the lay-off.
- (d)** The Employer may provide the affected Member with a contract for an alternate existing position, maintaining current salary, benefits and years of service. At the discretion of the Dean, the Member may be subject to a Formal Performance Review as outlined in Article 15.5.

## **ARTICLE 16: LEAVES AND AUTHORIZED ABSENCES FOR MEMBERS**

### **16.1 Leave of Absence Without Pay For Full-time Members**

- (a)** Leave of absence without pay may be granted to a full-time Member by the Vice-President, Academic and Research on recommendation from the Dean. The granting of a leave of absence without pay will not be unreasonably denied.
- (b)** Leave of absence without pay will normally be granted on a year-by-year basis but will not, except by agreement between the Employer and the Member, normally exceed two (2) consecutive years except for Public Office Leave as provided for in Article 16.3. Leave will not normally be granted for a Member to take full-time employment elsewhere if the term of employment extends beyond the term of the leave of absence.
- (c)** A leave of absence without pay will normally commence on July 1 or January 1. Applications will be sent to the Dean by March 1 for a leave commencing on July 1 and September 1 for a leave commencing on January 1. The Employer will inform the Member in writing prior to April 15 for a leave commencing on July 1 or prior to October 15 for a leave commencing on January 1 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 (noted in Article 16.1[d]) for acceptance or rejection of the said terms and conditions.
- (d)** The Member will not be deemed to have accepted the terms of the leave of absence until he/she has so notified the Vice-President, Academic and Research in writing. Failure to accept the terms of leave by October 31 for a leave commencing on January 1 or April 30 for a leave commencing on July 1 will be deemed to constitute non-acceptance.
- (e)** An application for extension of a leave of absence without pay will be made in writing to the Dean at least four months before the approved leave is scheduled to end. The Dean will reply to the Member within three weeks of receiving the application.
- (f)** The deadlines for an application for a leave of absence without pay, and the deadlines for an extension of a leave, may be waived by agreement of the parties.
- (g)** A Member on leave of absence without pay will continue as a Member of the Bargaining Unit.
- (h)** While a Member is on leave of absence without pay, the Employer will not contribute towards the Member's benefits. However, if the Member wants his/her coverage to continue, except for short-term disability and long-term disability, the Employer will permit and facilitate such coverage with the Member paying the applicable premiums.
- (i)** Upon return from leave of absence without pay, the Member will be reinstated at the Member's current rank and at his/her former salary plus scale increases applicable to his/her salary rank.

- (j) When a leave is taken to assume a full-time visiting appointment at another university, and upon evidence being adduced of the dates and responsibilities of the appointment to the satisfaction of the Vice-President, Academic and Research, the period spent on the full-time visiting appointment will be counted as time in service to the University.

## **16.2 Leave for Academic and Professional Development For Full-time Members**

- (a) In order to satisfy Nipissing University's future needs for particular skills and qualifications and to permit full-time 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 will continue to receive full benefits and full increments. A Member on leave for retraining will receive such additions to his/her nominal salary as will be implemented, as a result of collective bargaining, from time to time during the period of leave and will receive increments added to the nominal salary.
- (d) In the case of study leave, such leave will be governed by Article 16.1, and financial compensation will be by arrangement between the Employer and Member.
- (e) Three (3) months prior to the commencement of such leave the Employer will 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.

## **16.3 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 full-time 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 will not be denied without valid administrative or academic reasons.

## **16.4 Court Leave**

Paid leave will be granted to any Member required to be a witness or juror by any body in Canada with powers of subpoena. The Member will 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.

## **16.5 Sick Leave**

- (a) A Full-time Member is eligible for sick leave benefits and is considered to be on sick leave whenever he/she is by reason of illness, accident, or injury unable to perform his/her regular workload duties. A Member is eligible for sick leave up to a maximum of thirty (30) consecutive calendar days at full salary.
- (b) A Member taking sick leave will inform his/her Dean as soon as possible of the expected duration of absence from his/her duties. A Member who is sick for more than seven (7) consecutive calendar days may be asked by his/her Dean to present an acceptable medical certification of his/her illness, accident, or injury. The Employer may also, at its expense, request a second opinion from a mutually acceptable physician.
- (c) When the sick leave exceeds fourteen (14) consecutive calendar days, the Member will notify the Dean of his/her probable date of return to work. The Employer may require the Member to be examined by a physician who will present medical certification to the Employer for the purpose of evaluating the Member's fitness to return to work.
- (d) Sick leave benefits for any period of absence which follows a notice of resignation of employment are not payable unless the Member presents to his/her Dean an acceptable medical certification from a physician of his/her illness, accident, or injury.
- (e) Medical certificates presented under Articles 16.5(b), (c) and (d) will not disclose any information respecting the diagnosis of the condition giving rise to the Member's absence from duties without the Member's written consent.
- (f) Sick leave benefits are not cumulative and cannot be reimbursed (exchanged for cash) upon termination of employment or at any other time.
- (g) When a Full-time Member requires sick leave longer than thirty (30) consecutive calendar days, the Member must apply for Short-term Disability Insurance. A claim for Short-term Disability Insurance must be received by the University's insurance carrier within thirty-one (31) calendar days after the first date of illness, accident, or injury. In making a claim, a Member will provide satisfactory medical proof of his/her illness, accident, or injury to the University's insurance carrier to qualify for and substantiate ongoing entitlement to short-term disability insurance. The provisions of Short-term Disability Insurance are listed in Article 31 of the FASBU Collective Agreement.

## **16.6 Bereavement Leave**

In the event of the death of a spouse, a parent, step-parent, child, step-child, grandparent, step-grandparent, grandchild, step-grandchild, foster parent, foster child, sibling, or a relative who is dependent on the Member for care and assistance, the Member will be granted five (5) consecutive days paid leave. This will also apply for the death of same as applies to the Member's spouse.



## **16.7 Family Medical Leave/Compassionate Care Benefits**

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 will be made before departure, whenever possible, to the appropriate Dean who may authorize leave with pay and benefits. Normally such leave will not exceed five (5) consecutive working days. Leave without pay beyond five (5) days may be granted per the Ontario Employment Standards Act. The Member may apply for Employment Insurance (EI) at the closest Service Canada Centre (HRSDC). The Employer will issue a Record of Employment (ROE) to the Member to facilitate the submission of an EI application.

## **16.8 Emergency Leave**

A Member is entitled to an unpaid emergency leave of up to ten (10) days each year per the Ontario Employment Standards Act.

## **16.9 Pregnancy Leave/Parental Leave/Adoption Leave**

### **(a) Pregnancy and Parental Leave**

- (i)** Leave of absence for pregnancy and parental leave will be granted in accordance with the Ontario Employment Standards Act.
- (ii)** Upon request in writing by a Full-time Member, the Employer will grant pregnancy leave consistent with the Ontario Employment Standards Act up to a maximum leave (including other leave available under the legislation) of 52 weeks. The University, in considering any request for an extension in pregnancy and parental leave in excess of that provided under the legislation, will give consideration to any medical or other relevant reasons. The Member will advise the Dean in writing of the expected date of delivery and of her intention to take pregnancy leave including the anticipated commencement date and duration of such leave as early as possible.
- (iii)** At the Member's option, she may, by arrangement with the University, elect to pay for the Member portion of the group benefits plan. In such case, the University will continue to pay its portion of the premium cost for the group benefits set out in Article 31.1(a) of the FASBU Collective Agreement for the duration of the pregnancy and parental leave.
- (iv)** On returning from pregnancy leave and/or parental leave, the Member will be placed in her former position or in a position equivalent to her former position.

### **(b) Supplementary Employment Insurance**

Effective for pregnancy leaves commencing after May 1, 2010, Full-time Members who provide the University with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the Employment Insurance Act as amended, will be paid an allowance in accordance with Supplementary Employment Insurance. In respect of the period of pregnancy leave, payments

made according to Supplementary Employment Insurance will consist of the following:

- (i) for the first two (2) weeks, payments equivalent to ninety-five percent (95%) of the nominal salary for her rank, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
- (ii) fifteen (15) additional weeks, payments equivalent to the difference between the sum of weekly EI benefits the Member is eligible to receive and any other earnings received by the Member, and ninety-five percent (95%) of the actual salary for her rank which she was receiving on the last day prior to the commencement of the pregnancy leave.
- (iii) According to the Ontario Employment Standards Act, the Member, after pregnancy leave, is also entitled to a thirty-five (35) week unpaid parental leave. She may also, if she chooses, utilise her accumulated vacation entitlement if it does not contravene another article in this Collective Agreement.

**(c) Parental Leave for the Parent Who Has Not Given Birth**

After thirteen (13) weeks of continuous employment, the University will grant paid parental leave to Full-time Members following the birth of their child or the coming of the child into the employee's custody, care and control for the first time when the Member who has not given birth claims the status of primary caregiver for parental leave. Thirty-seven (37) weeks of unpaid leave are allowed under legislation, but twelve (12) weeks are paid at 95%. The parental leave must commence no later than fifty-two (52) weeks after the baby is born and must be taken all at one time. The leave will be granted after the Member has notified the Dean of the timeframe and will consist of the following:

- (i) The leave will be with salary (95%) and benefits up to twelve (12) weeks.
- (ii) A Member who provides the University with proof that he/she has applied for and is eligible to receive employment insurance benefits will be paid, for the first two weeks, payments equivalent to 95% of their salary for their rank which they were receiving on the last day worked prior to the commencement of the leave.
- (iii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of weekly EI benefits the Member is eligible to receive, and any other earnings by the Member, and ninety-five percent (95%) of the nominal salary for his/her rank which he/she was receiving on the last day prior to the commencement of the leave.
- (iv) On returning from parental leave the Member will be placed in his/her former position or in a position equivalent to his/her former position.
- (v) For the duration of the parental leave, the University will continue to pay its portion of the group benefit costs unless the Member has advised the University in writing that he/she does not wish to make the required

Member contributions.

- (vi) If additional leave is required, the Member may request unpaid leave or utilise their accumulated vacation entitlement if it does not contravene another Article in this Collective Agreement.
- (vii) Salary (95%) and benefits will continue for twelve (12) weeks only.

**(d) Adoption Leave**

After thirteen (13) weeks of continuous employment, a Full-time Member is entitled to Adoption Leave. A leave from work, with salary and benefits, up to twelve (12) weeks, will be granted after the Member has notified the Dean of the timeframe and will consist of the following:

- (i) Adoption leave will commence no later than 52 weeks after the child was born or came into the Member's custody, care and control for the first time.
- (ii) A Member who provides the University with proof that he/she has applied for and is eligible to receive employment insurance benefits will be paid, for the first two weeks, payments equivalent to 95% of his/her salary for their rank which they were receiving on the last day worked prior to the commencement of the adoption leave, and
- (iii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of weekly EI benefits the Member is eligible to receive, and any other earnings by the Member, and ninety-five percent (95%) of the actual salary for their rank which they were receiving on the last day prior to the commencement of the adoption leave.
- (iv) Where both parents are Members of the Association, only one paid adoption leave, in total, will be granted.
- (v) On returning from adoption leave, the Member will be placed in his/her former position or in a position equivalent to his/her former position.
- (vi) For the duration of the Adoption leave, the University will continue to pay its portion of the group benefit costs unless the Member has advised the University in writing that they do not wish to make the required Member contributions.
- (vii) If additional leave is required, the Member may request unpaid leave or utilise their accumulated vacation entitlement if it does not contravene another Article in this Collective Agreement.
- (viii) A Member is entitled to a leave of absence for 37 weeks. After twelve weeks (weeks 13-37), the Member will not receive pay from the University. The University will continue to pay its portion of the group benefit costs unless the Member has advised the University in writing that they do not wish to make the required Member contribution.

**(e) General Provisions**

- (i)** Pregnancy, parental and adoption leave will count as time worked when calculating items such as promotion and service for the Nipissing University Pension Plan.
- (ii)** In the evaluation of candidates for contract renewal, achieving right of first refusal, and teaching new courses Members will not be disadvantaged by reason of career interruptions caused by child rearing responsibilities.

**16.10 Statutory Holidays**

Members are entitled to the following holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other day declared as a holiday by the President of the University 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 of the University or his or her designate.

**16.11 Annual Vacation Leave**

Members of the Bargaining Unit (CASBU) who are employed on 12 month contracts will be entitled to an annual vacation leave of ten (10) working days. A 12-month 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. In the absence of such notification, the Member will be deemed to have taken their allotted vacation days;
- (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 will not be carried forward beyond the year in which it is earned and is not redeemable for its monetary value.

**16.12 Vacation Pay**

Full-time Instructors employed on contracts of less than 12 months will receive four percent (4%) in lieu of vacation which will be added to their salary.

**16.13 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.

#### **16.14 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, and when the Dean gives them reasonable notice that, for good and valid reason, their presence on campus is required. Members not on leave who have assigned teaching duties require the authorization of the Dean prior to any absence.
- (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 16.14(a). However, each Member who is not on leave will 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 will 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 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 will decide within fifteen (15) working days of the request, and the Dean will 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 one hundred and twenty (120) calendar days.
- (d)** A period of authorized absence is not a leave, and the Member is presumed to be at work by 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 17: ACADEMIC WORKLOAD**

### **17.1 Workload: Part-time Instructors**

- (a)** Part-time Instructors are responsible for all instruction and grading in an assigned course.
- (b)** Part-time Instructor(s) will be available to meet with students outside of the official classroom time.
- (c)** Limitations on part-time teaching are listed in Article 15.2(f).
- (d)** Part-time Instructors may apply to their Dean for marking assistance in the same manner as Full-time Instructors.

### **17.2 Workload: Full-time Instructors**

- (a)** The workload of the Full-time Instructor is assigned by the Dean or designate, after consultation with the Instructor and his/her Chair/Director. The assignment of workload must take into account the differing pedagogical practices across the disciplines.
- (b)** Workload is thirty-five (35) hours per week and is composed of teaching and other teaching related duties as follows:
  - (i)** twelve (12) hours of classroom instruction;
  - (ii)** other teaching related duties including those outlined at 17.3.

The specific combination of scheduled teaching hours and teaching-related duties will be determined by the Dean in consultation with the Instructor and his/her Chair/Director.

- (c)** Overload payments will be calculated per Article 29.3.
- (d)** A Full-time Instructor's workload may include courses taught in more than one Faculty with the permission of the relevant Deans, after consultation with the Instructor and the Instructor's home Department/Division/School.
- (e)** All reasonable efforts will be made to balance Fall and Winter teaching workload hours.
- (f)** In the event that an assigned course, laboratory or seminar to which an Instructor has been assigned is cancelled, the Dean will meet with the Full-time Instructor to discuss options to make up the cancelled workload. All reasonable efforts will be made to replace the assigned workload within the Instructor's home Department/Division/School and during the same semester as the cancelled workload.
- (g)** Full-time Instructors may apply to their Dean for marking assistance in the same manner as Full-time Faculty.

- (h) Full-time Instructors may include no more than three (3) credits of courses (not listed in Appendix H) in their workload, including pre-packaged courses, per semester.
- (i) Full-time Instructors may be hired on a separate contract, on a per course basis beyond their full-time workload, subject to the provisions of Article 15.2.

### **17.3 Duties**

The duties of Full-time Instructors will include some or all of the following duties to a maximum of thirty-five (35) hours per week. Duties include:

- (a) in class laboratory, seminar, or service course instruction as scheduled by the Registrar's Office;
- (b) Full-time Instructors will be available to meet with students outside of the official classroom time;
- (c) grading in the assigned course/lab/seminar; and
- (d) instruction-related duties as assigned by the Dean.

## **ARTICLE 18: RIGHTS AND RESPONSIBILITIES**

### **18.1 General**

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.

### **18.2 Teaching**

- (a)** Members have a responsibility to develop scholarly competence and effectiveness as teachers.
- (b)** Members have the right and responsibility to organize classroom activities, laboratory activities, and other learning experiences, and to adopt reasonable means to maintain a learning environment that is both productive and orderly.
- (c)** Members will determine specific course content and instructional and evaluation methodologies in accordance with course descriptions in the current Academic Calendar and relevant academic policies approved by the Academic Unit, the Faculty and the University.
- (d)** Members will work in co-operation with assigned course coordinators and/or course professors.
- (e)** Members will deal ethically and fairly with students and others, foster a free exchange of ideas, avoid discrimination, respect the principles of confidentiality in a manner consistent with their instructional role, and provide their students with information in the course outline regarding their instructional and evaluation methods, as well as how they may be contacted.
- (f)** Members will be conscientious in the preparation and organization of subject matter, will keep students informed regarding instructional and evaluation methods, will provide students with periodic and timely feedback, and will revise that subject matter to reflect changes in the field.
- (g)** Members will not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases will make every effort to have their respective Dean or designate, course coordinator, and students notified in advance. In other circumstances, subject to the approval of the Dean, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed will be re-scheduled if possible with adequate notice to the students.
- (h)** Members will comply with established procedures and deadlines for the electronic submission or subsequent review of interim or final student grades, and other such course-related procedures and deadlines as may be necessary for the well-ordered operation of the University. This may include responsibilities for assisting in supervision of their course examinations and setting and grading supplemental examinations as required.



- (i) At the beginning of each term, each Dean will inform Members in his/her Faculty that course syllabi must be filed with the Dean's office by the end of the second week of the Fall term for courses commencing in the Fall term; by the end of the second week of the Winter term for courses commencing in the Winter term; and by the end of the first week for courses commencing in intercession, Spring term, or Summer term. Members will be sent confirmation of receipt of course syllabi.
- (j) Should a Member be unable to fulfill his/her teaching responsibilities in whole or in part while a course is in progress, any replacement faculty Member has the right to consult and use the course syllabus that the Member filed in the Dean's office.
- (k) Members will inform the students of the times when and/or the methods by which they will be available for consultation. This information will be included in the course syllabus.

### **18.3 Learned Societies and Professional Organizations and Associations**

Members have the right to participate in the work of learned societies and professional organizations and associations, including NUFA, OCUFA and CAUT, provided such participation does not prevent the reasonable fulfillment of their assigned duties at the University. If such participation conflicts with scheduled teaching or administrative duties, Members will make arrangements, in consultation with the Dean and, where appropriate, the Chair, to ensure that those duties are fulfilled.

### **18.4 Outside Professional Activities of Full-time 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 activities, provided that such activities are not substantial. Such activities are considered substantial if they conflict or interfere with the fulfillment of the Member's obligations to the University.
- (b) Members will be responsible for obtaining the Dean's permission prior to engaging in any proposed outside professional activities or employment which are, or could become, substantial. In such cases, if the Dean's approval is granted, the number of hours will be noted and the Dean's permission will be documented in writing and placed in the Member's Official File.
- (c) Outside professional activities which involve a significant use of University supplies, equipment, facilities, employees or services will be subject to approval by the Dean. Written requests for approval will include information on the nature and scope of the outside professional activities for which support is being requested. Approval in writing, if granted, will identify all charges for supplies, equipment, facilities, employees or services, which will be at the prevailing internal University rates, unless the Dean agrees to waive all or part of such charges.

- (d) Members will not use the corporate name and/or logo of the University when engaging in outside professional activities, unless so authorized by the Board, the President or his/her designate. However, when engaging in such activities, Members may identify their University or Academic Unit affiliation, their rank and title, and the nature of their employment.
- (e) The University assumes no liability for any action brought against a Member as a result of outside professional activities.

### **18.5 Full-time Instructor's Annual Teaching Dossier**

- (a) By October 1 of each year, each Full-time Instructor (except those in their initial year of contract) will submit a teaching dossier to the appropriate Dean.
- (b) Teaching Dossiers are intended to provide a description of an Instructor's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the individual's teaching. Primary responsibility for gathering and collecting the evidence for a dossier is the Instructor's.
- (c) Teaching Dossiers may include some or all of the following:
  - (i) A statement of the Instructor's philosophy, objectives and methods of teaching, including reference to institutional and departmental teaching goals;
  - (ii) A list of the courses taught, the course level and the role of the Full-time Instructor in the course;
  - (iii) Examples of course revision, curriculum development, and teaching methods such as course outlines, assignments, final examinations and other materials the Instructor deems appropriate;
  - (iv) A record of the Instructor's role in curriculum and instructional developments such as administrative and committee service for the Department, Faculty, or Senate related to pedagogy;
  - (v) Data from students including Senate approved student opinion surveys of teaching, letters and/or testimonials;
  - (vi) A record of the Instructor's contribution to teaching including teaching awards, presentations, participation in conferences or any other such evidence as the Instructor deems appropriate; and
  - (vii) Other evidence as the Instructor deems appropriate.

### **18.6 Members on the Board of Governors**

Any Member who is a Senator has the right to be elected by Senate to sit on the Board of Governors as a faculty representative.

## **ARTICLE 19: STUDENT OPINION SURVEYS OF FACULTY TEACHING (SOS)**

### **19.1 Purpose**

- (a)** A primary purpose of student opinion surveys of faculty teaching (SOS) is the self-development of Members and the improvement of their teaching abilities.
- (b)** SOS will be conducted in all courses and will be supervised by individual Faculties.
- (c)** Paper summaries of SOS will be maintained in the office of the relevant Dean for the previous seven (7) years of the Member's employment.

### **19.2 Administration of Student Opinion Surveys of Faculty Teaching**

- (a)** SOS will be obtained through questionnaires administered in such a way as to afford all the students in a given course or class a reasonable time to respond. Such questionnaires will be designed to assess the students' opinions of the Member's effectiveness, the wording of which will 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 will 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 will be returned unexamined to the Member.
- (c)** Up to twenty (20) minutes of scheduled class time, in the last two (2) weeks of a course, will be used to fill out the questionnaires. The Member will not be present while the questionnaires are being filled out. No questionnaire will contain any indication of the identity of the student filling it out. After questionnaires have been completed, they will be placed in a sealed envelope, which will not be opened until final grades of the course have been approved by the appropriate Dean.
- (d)** The responses to student questionnaires will be opened and aggregated in such a way as to present a fair and accurate picture of the opinions of the respondents.
- (e)** Numerical data derived from SOS will be forwarded to each Member and will include the mean, standard deviation, frequency distribution, the number of student respondents, and the number of students registered in the course. A covering sheet will also be provided explaining the meaning of each of these terms.
- (f)** Before numerical data derived from student questionnaires are used, they will 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.

### **19.3 Student Opinion Surveys of Faculty Teaching and Recruitment and Reappointment**

- (a) Subject to the provisions of Article 19.2, SOS which meet the requirements of this Article may be made available and may be used in evaluation of a Member for the purposes of recruitment, reappointment and all matters relating to Article 15. SOS may be made available with the Member's permission to Full-time Faculty within the Member's teaching Department/Division/School at Nipissing University for the purpose of advising the Dean on recruitment or reappointment of such Member. Should a Member have responded to his or her scores in writing as outlined in 19.2(f), copies of such written response will also be forwarded to the Full-time Faculty indicated in this article.
- (b) Student opinion surveys may be used for purposes other than those expressly defined in this Agreement only with the permission of the Member.

### **19.4 Student Opinion Surveys and Internal Program Reviews**

Student opinions of programs may be requested for internal program reviews (such as IQAP). Student opinions will be obtained through questionnaires, administered in such a way as to afford all the students in a given program a reasonable time to respond. Such questionnaires will be designed to assess the overall effectiveness of a program and not that of any individual Member teaching in a program. The wording of each program review will be determined by Senate. Any questionnaire used for the purposes of an internal program review must be approved by the JCAA.

## ARTICLE 20: GRIEVANCES AND ARBITRATIONS

- 20.1 (a)** The parties agree that they will use their best efforts to encourage informal, amicable and prompt settlement of grievances. Grievances are claims arising from the interpretation, application, administration or alleged violation(s) of this Agreement.
- (b)** The parties also recognize that one of the cornerstones 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 will be the sole method for the resolution of grievances. There will 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.
- 20.2 (a)** The Association will have carriage of all Member and Association grievances. The Employer will deal only with the Association with respect to a Member or an Association grievance submitted by the Association. The Employer and the Association will have the right to have representatives present at all steps of the grievance procedure.
- (b)** The parties will be bound by and will promptly implement all decisions arrived at under the procedures described in this Article.
- 20.3** All communications that are required by this Article to be in writing will be circulated or delivered by email and a corresponding hard copy sent by internal mail with acknowledgement of receipt or, when appropriate, by Canada Post Office registered mail with acknowledgment of receipt.
- 20.4** If a grievance is initiated, it must begin within twenty (20) working days of the occurrence of the issue that precipitated the grievance or the date when grounds for a grievance were first known or reasonably could have been known by the grievor.
- 20.5 Types of Grievances**
- (a)** Member Grievance: A Member grievance is a claim initiated by the Association on behalf of an individual Member based on a dispute or difference arising out of the interpretation, application, administration or alleged violation(s) of the provisions of the Collective Agreement that solely affects the Member.
- (b)** Association Grievance: An Association grievance is a claim initiated by the Association on behalf of more than one Member, a claim involving Bargaining Unit or Association rights, or a dispute or difference between the Employer and the Association, arising out of the interpretation, application, administration, or alleged violation(s) of the provisions of the Collective Agreement.
- (c)** University Grievance: A University grievance is a claim initiated by the Employer, based on a dispute or difference arising out of the interpretation, application, administration or alleged violation(s) of the provisions of the Collective Agreement.

## **20.6 Informal Stage for Member Grievances**

- (a)** After consultation with a Member, an Association representative, on behalf of the Member, will meet with the appropriate Dean to discuss any matter relating to an alleged grievance. This meeting is to be informal and directed at improving communication and solving problems. The Dean will notify the Vice-President, Academic and Research, of the outcome of the meeting.
- (b)** In the event that the Association and the Dean cannot resolve the alleged grievance, the Dean will, within ten (10) working days of the informal meeting, forward in writing to the relevant Association Grievance Officer the reason(s) why the alleged grievance cannot be resolved.
- (c)** If the alleged grievance is resolved, the resolution will be put in writing by the Dean within ten (10) working days of the meeting at which the grievance was resolved and the signature of the relevant Association Grievance Officer will confirm acceptance of the resolution. A copy will be sent to the Member, the President of the Association, and the Vice-President, Academic and Research.
- (d)** Any settlement at the Informal Stage will not prejudice the position of the Association or the Employer in dealing with other grievances of a similar nature.

## **20.7 Formal Stages**

### **(a) Step 1: Vice-President, Academic and Research**

- (i)** If a grievance is not resolved at the Informal Stage, the Association may, within twenty (20) working days of receiving the reasons for the non-resolution, file a written grievance. The grievance will be signed by the Member.
- (ii)** The written grievance will be addressed to the Vice-President, Academic and Research. The grievance will set forth the following:
  - 1. the type of grievance;
  - 2. the issue(s) that precipitated the grievance;
  - 3. the remedy sought;
  - 4. if applicable, the result of the Informal Stage; and
  - 5. the article(s) of this Agreement claimed to have been misinterpreted, improperly applied, improperly administered, or violated.
- (iii)** The Association Grievance Officer and the Vice-President, Academic and Research, will meet at least once to discuss the grievance. In the event that a settlement is not reached within ten (10) working days from the date of receipt of the grievance, the Vice-President, Academic and Research, will forward in writing to the relevant Association Grievance Officer the reason(s) for denying the grievance.
- (iv)** If the grievance is resolved, the resolution will be put in writing by the Vice-President, Academic and Research, within ten (10) working days from the date of receipt of the grievance, and the signature of the relevant

Association Grievance Officer will confirm acceptance of the resolution. A copy will be sent to the President of the Association and, if applicable, the individual Member.

- (v) If the grievance is denied at Step 1, the Association may proceed to either Step 2 or Step 3.

**(b) Step 2: Mediation**

- (i) If a grievance is denied at Step 1, within ten (10) working days of receiving the written reason(s), either (a) the Association may submit to the Vice-President, Academic and Research, notification of intent to proceed to Step 2, or (b) the Employer may make a request to the President of the Association that the parties proceed to Step 2. The Association has ten (10) working days to respond to the Employer request for mediation.
- (ii) If the parties proceed to Step 2, they will agree to appoint a qualified mediator jointly selected by the Association and the Employer. The Association and the Employer will select a mediator within fifteen (15) working days following the Association's notification in Article 39.7(b)(i) of the FASBU Collective Agreement or the Association's agreement to the Employer's request for mediation. Mediation will normally commence within fifteen (15) working days of the appointment of a qualified mediator.
- (iii) Proceedings before the mediator will be informal. While the mediator will consider the positions of both parties, the formal rules of evidence will not apply, no record of the proceedings will be made, and legal counsel will not be in attendance for either party. The Mediation Conference will terminate within one (1) day unless the parties agree otherwise.
- (iv) In advance of the Mediation Conference, the mediator will be provided with the written grievance and any written response(s) and counter-response(s).
- (v) The mediator will have the authority to meet separately with any person or persons.
- (vi) The parties to the grievance and the mediator will sign any resulting memorandum of settlement. No settlement of any grievance following mediation will serve as a precedent for any future grievance. The terms of any settlement agreed to will not be referred to by the parties in any subsequent grievance or in any other setting unless mutually agreed to by the parties. This notwithstanding, the Employer recognizes the Association's obligation to report to its Executive and its Grievance Committee, and the Association recognizes the Employer's obligation to report to the Human Resources Committee of the Board of Governors and the Board of Governors.
- (vii) The mediator will not have the authority to compel the resolution of a grievance.

- (viii) If no settlement is reached within five (5) days of the Mediation Conference, either party may submit the matter to Step 3.
- (ix) Nothing said or done by the mediator may be referred to at arbitration. Any documentation relied upon or any statement made by one party for the first time at the Mediation Conference must not be used by the other party at arbitration.
- (x) The mediation process is without prejudice to and without precedent for either party.

**(c) Step 3: Arbitration**

- (i) If the efforts of the parties to resolve the grievance at Step 1 or, if applicable, Step 2 are unsuccessful, the grieving party may submit the matter to binding arbitration within twenty (20) working days of receiving the written decision in Step 1, or a letter from the Mediator to both parties in Step 2, indicating that mediation has failed to reach a settlement. Where applicable, the Association will notify the Vice-President, Academic and Research in writing of such action, while the Employer will notify the President of the Association in writing of such action.

**20.8 Appointment of an Arbitrator**

The parties hereby authorize and appoint the persons listed in Appendix G to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. In the event of a grievance proceeding to Step 3, the arbitrators will be requested to serve singly according to the order in which they are listed in Appendix G. 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 will 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 will be next in line. By mutual consent, however, any listed arbitrator may be selected out of turn. If none of the arbitrators are available within a reasonable time, but in any case not to exceed three (3) months, an arbitrator outside the panel will be selected by mutual agreement. If such agreement cannot be reached within twenty (20) working days, the parties agree to request the Minister of Labour for authority to appoint an arbitrator in accordance with the provisions of Section 48 (4) of the Ontario Labour Relations Act. It is agreed, however, that by mutual consent, 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 as a mediator for the grievance in process.

**20.9 Limits on Arbitration**

The arbitrator will 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.



## **20.10 Association Grievances**

Association Grievances will follow the procedures beginning with Article 20.7(a)(ii).

## **20.11 University Grievances**

- (a)** Step 1 of a University Grievance will be in writing and will set forth the information listed in Article 20.7(a)(ii), except 20.7(a)(ii)(4). The grievance will be addressed to the President of the Association. Within ten (10) working days following receipt of the grievance, a representative of the Association will meet with the Vice-President, Academic and Research, and will make every reasonable attempt to resolve the grievance.
- (b)** In the event that a settlement is not reached within twenty (20) working days of the date of the first meeting hereunder, the President of the Association will, within ten (10) working days thereafter, forward in writing to the Vice-President, Academic and Research, reasons for denying the grievance.
- (c)** If the grievance is resolved, the resolution will be put in writing by the President of the Association within ten (10) working days of the meeting at which the grievance was resolved. The resolution will be signed by the President of the Association and the Vice-President, Academic and Research. A copy will be sent to the Vice-President, Academic and Research.
- (d)** If a grievance is denied at Step 1, within ten (10) working days of receiving the written reason(s) the University may submit to the Association notification of intent to proceed to Step 2. The Association has ten (10) working days to respond to the Employer's intent to proceed to Step 2. If the Association declines the intent to mediate, the University may proceed to Step 3. If the Association agrees to mediation, the parties will follow the procedure beginning with Article 20.7(b)(ii).

## **20.12 Failure to Respond**

- (a)** In the event that the respondent fails to reply to a grievance within the prescribed time limits in this Article, the grieving party may submit the grievance to the next step.
- (b)** In the event that the grieving party fails to submit the grievance to the next step in the grievance procedure within the time limits expressed in this Article, the grievance will be considered settled without setting a precedent.

## **20.13 Abandonment**

The Association may, by written notice to the Vice-President, Academic and Research, abandon a grievance at any time during the grievance process. The University may, by written notice to the President of the Association, abandon a grievance at any time during the grievance process. The abandonment of a grievance will not prejudice the position of the grieving party in dealing with grievances of a similar nature.

**20.14 Expenses**

The parties will jointly share the fees and expenses of the mediator and arbitrator.

**20.15 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 Vice-President, Academic and Research, on behalf of the University and by the President of the Association on behalf of the Association.

**ARTICLE 21: FINANCIAL COMPENSATION**

**21.1 Part-time Instructors: All stipends in parts (a) and (b) include 4% vacation pay.**

**(a) Undergraduate course stipends:**

<i>Without RFR</i>		<i>With RFR</i>	
<i>3-credit course</i>	<i>6-credit course</i>	<i>3-credit course</i>	<i>6-credit course</i>
<i>As of May 1, 2014</i>			
<i>\$6,200</i>	<i>\$12,400</i>	<i>\$6,400</i>	<i>\$12,800</i>
<i>As of January 1, 2015</i>			
<i>\$6,400</i>	<i>\$12,800</i>	<i>\$6,600</i>	<i>\$13,200</i>

**(b) Graduate course stipends:**

<i>3-credit course Without RFR</i>	<i>3-credit course With RFR</i>
<i>As of May 1, 2014</i>	
<i>\$6,200</i>	<i>\$6,400</i>
<i>As of January 1, 2015</i>	
<i>\$6,400</i>	<i>\$6,600</i>

**21.2** A Full-time Instructor will be compensated per Appendix B.

**21.3** An ABQ Instructor without RFR will be paid per Appendix C.

**21.4** An ABQ Instructor with RFR will be paid per Appendix D.

**21.5** A Course Instructor (Pre-packaged course) without RFR will be paid per Appendix E.

**21.6** A Course Instructor (Pre-packaged course) with RFR will be paid per Appendix F.

**21.7** An Aboriginal Teacher Certification Instructor will be paid \$139 per hour.

**21.8** A Clinical Instructor will be paid \$51.41 per hour.

**21.9** A Course Facilitator will be paid \$2,000 per course section.

**21.10** A Native Classroom Assistant Instructor will be paid \$139 per hour.

**21.11** A Native Special Education Assistant Instructor will be paid \$139 per hour.

**21.12** A Practical Instructor will be paid one-third of the three credit undergraduate stipend for each credit taught.

- 21.13** A Teacher of Anishnaabemwin as a Second Language Instructor will be paid \$139 per hour.
- 21.14** Full-time Instructors with a contract duration of ten or more months will be entitled to group benefits on the same basis as FASBU Members. They will also be eligible to join the pension plan on the same basis as FASBU Members.
- 21.15** Eligibility for Part-time Instructors in the structured group RRSP will consist of those Members who have achieved Right of First Refusal (Article 15.8(a)). The Employee contribution of 2% of earnings will be matched by the University.

When a Part-time Instructor is eligible for the 2% RRSP, his/her contract will state how they are eligible (i.e. having achieved RFR, Article 15.7(a)). The language on the contract will state the following: "I elect to participate in the group RRSP with full knowledge that once I start contributing, having achieved RFR, all subsequent eligible contracts will have the 2% RRSP deducted and matched by the University."

A Part-time Instructor may make Voluntary Contributions up to his/her individual allowed tax limit. Voluntary contributions will not be matched by the University. A Member must monitor his/her own contribution room, and it is expressly understood that this will not be the responsibility of the University.

A Member can withdraw money when his/her contract ends; however, once a Member starts contributing, they must continue to contribute on all subsequent contracts that are eligible for participation in the structured group RRSP. If withdrawals are made once a contract ends, the service provider will withhold the appropriate taxes.

The Investment Management Fees plus the surcharge applicable to the selected funds will be paid by the CASBU Member.

- 21.16** The University will keep the Member informed regarding the number of course registrations. There is no compensation for a cancelled course unless it is cancelled within two (2) weeks of the start date. Compensation will be paid at the rate of 0.25 of a three (3) credit course stipend if cancelled within two (2) weeks of the start date. ABQ courses cancelled within two (2) weeks of the start date will be paid at the rate of a half course stipend for two (2) students. Cancellation of courses is not disciplinary and therefore, not grievable.
- 21.17** Per Article 17.2(c), payment for overload hours for Laboratory Instructors and Seminar Instructors will apply when the combined Fall and Winter contact hours exceed 24. Payments for overload teaching will be paid per past practice and per Article 29.3. The hourly overload rate will be one-third of the Part-time Instructor stipend for a three credit course.

## **ARTICLE 22: INTELLECTUAL PROPERTY**

CASBU Members are not expected to do research as part of their assigned duties and teaching workload as defined by this Agreement. Members who may become involved in research outside of their regular duties will comply with the following terms and conditions, where applicable.

### **22.1 Ownership of Intellectual Property**

- (a)** Members own all the intellectual property they develop. Except as otherwise specifically provided, Nipissing University waives, disclaims and abandons any interest or claim to any intellectual property developed by Members.
- (b)** Nipissing University may retain ownership of intellectual property resulting from Member work initiatives that are specifically commissioned by the University and fall outside the Member's research/scholarly/creative activities, service, and assigned teaching workload as defined by this Agreement. In such cases, ownership is determined by the terms of a contract between the University and the Member.

### **22.2 Protection of Intellectual Property**

- (a)** Members will decide whether or not to seek formal registration in any country of any intellectual property they develop. Members are not obligated to seek formal registration of their intellectual property. The University will respect the decision of Members not to formally register their intellectual property and hence place it in the public domain.
- (b)** A Member at his or her sole discretion and his or her own expense may apply for formal registration of any intellectual property. If so, a Member will give notification in writing to the Vice-President, Academic and Research of any application made by him or her at least one (1) month prior to the date of making such application.
- (c)** A Member at his or her sole discretion may propose a written agreement with the University under which the University will assume carriage of the costs (in Canada and elsewhere) of an application for formal registration of any intellectual property and of the costs (in Canada and elsewhere) of the commercial exploitation of any intellectual property, in return for a sharing of net income. In any such agreement, the Member will maintain ownership rights to the intellectual property, unless he or she chooses to transfer the ownership rights to the University. The University is not obligated to enter into any such agreement with a Member.

### **22.3 Income Generated From Intellectual Property**

- (a)** All net income resulting from intellectual property (except copyright) developed in the course of a Member's employment, which has not been funded by an external sponsor, will be divided as follows:
  - 1. When a Member at his or her sole discretion and his or her own expense has registered the intellectual property (for example, as a patent or a trademark) and has assumed the costs of the commercial exploitation of the intellectual

property, the University will receive ten (10) percent of net income each year and the Member will receive ninety (90) percent of net income each year; or

2. When the University at its own expense has registered the intellectual property (for example, as a patent or a trademark) and has assumed the costs of the commercial exploitation of the intellectual property, the University will receive fifty (50) percent of net income each year and the Member will receive fifty (50) percent of net income each year.
- (b) For the purposes of dividing income under Article 22.3(a), income will be net income (gross income less all expenses). For the purposes of calculating net income, expenses include all direct costs incurred by the University or the Member and paid or owed to an arms-length third party for obtaining and maintaining statutory protection for the intellectual property, developing a prototype for the intellectual property, and exploiting the intellectual property for commercial gain. Expenses will not include any costs for time spent by the Member or by University employees in activities involving the commercial exploitation of intellectual property.
  - (c) Any net income received by the University as a consequence of the exploitation of intellectual property under Article 22.3(a) will be distributed as follows:
    - (i) sixty (60) percent will support general research and scholarly activities at the University and will be managed and allocated through the Nipissing University Research Council (NURC) granting process; and
    - (ii) forty (40) percent will go into general revenue.
  - (d) All net income resulting from copyright accrues to the Member, except in cases where the University has specifically commissioned the Member to produce a work that falls outside the Member's research/scholarly/creative activities, service, and assigned teaching workload as defined by this Agreement. In such cases, the division of net income is determined by the terms of the contract between the University and the Member.
  - (e) The University will receive no income from a Member's intellectual property that is developed outside the course of the Member's employment and which does not arise from University supported activities. University supported activities do not include the payment of salary to the Member and the provision of a normal academic environment in which to work. University supported activities do include the use of University funds, designated research facilities, and more than nominal assistance from support/technical personnel.

## **22.4 Contracts with External Sponsors**

- (a) Members will conduct research with an external sponsor under the terms of a contract between the external sponsor and the University. External sponsors include, but are not limited to, universities, government bodies, non-governmental organizations, individuals, and corporations (or consortia of the aforementioned) that are not directly affiliated with Nipissing University.

- (b) The University may, at a Member's request, or with a Member's permission, enter into a contract with an external sponsor on the Member's behalf which may involve the creation of intellectual property and/or an application to register intellectual property. The terms of the contract will be subject to the approval of the Member, the University and the external body. Within twenty (20) working days of its signing, a copy of any such contract will be given by the University to the Association.
- (c) The contract will specify the extent to which the Member, the University, the external sponsor, and any other participants share in the ownership of any intellectual property created under the contract, and will specify which party or parties will have the right to protect the intellectual property and exploit it for commercial gain. The contract will not alter the Member's intellectual property rights as stated in this Agreement without the written consent of the Member.
- (d) The contract will specify how any net income generated from intellectual property will be divided between the Member, the University and the external sponsors.
- (e) The contract will specify any period of time that must elapse before any of the participants in the contract can publish or otherwise disclose any intellectual property created under the contract. Such period of time will not exceed six (6) months from the conclusion of a research project to allow for the statutory protection of intellectual property.
- (f) The contract will contain a provision that gives Members a right to publicly disclose information about risks to research participants, risks to the general public, or threats to the public interest that become known in the course of conducting their research.
- (g) In exercising any right under Article 22.4, Members will be responsible for ensuring compliance with any applicable law addressing the collection and dissemination of personal information.

## **22.5 University's Name, Trademarks, Service Marks and Logos**

The name "Nipissing University" or abbreviations thereof and the logos of Nipissing University or its component parts are trademarks and service marks of the University and are owned by the University. The use of the University's name, trademarks, service marks and logos may not be used in commercial advertising or product promotions without the prior written approval of the Vice-President, Academic and Research or designate.

## **22.6 License for the University's Internal Use**

A Member who creates intellectual property in the course of his or her normal duties and responsibilities as defined by this Agreement will grant the University, solely for the University's internal use, a non-exclusive, perpetual, royalty-free, and non-transferable license to use the work for non-commercial educational and research purposes. This license will not apply to copyrightable material created by a Member and intended for use only by the students registered in the Member's course.

## **22.7 Reporting Information to the Association**

By October 31 each year, the University will provide the Association with a complete summary accounting of the income and expenses over the last fiscal year, if any, related to the exploitation of intellectual property (per Article 22.3). The Association will have access to information under the University's control required to verify compliance with this Article.

## **22.8 Member or Former Member Death and Transfer of Rights**

When a Member or former Member dies, his or her estate will retain all his or her rights, responsibilities, and obligations under this Article, unless the estate chooses to transfer the rights, responsibilities, and obligations in writing to the University or to another party.

## **22.9 Dispute Resolution**

Any dispute between Members and the University which arises solely from the application of the provisions of this Article will be referred to the Joint Committee on the Administration of the Agreement (JCAA). Discussions at the JCAA may continue for a maximum of thirty (30) days after the referral of the dispute. If the dispute is not resolved by the JCAA, the University or the Association may submit the dispute to arbitration. If the dispute proceeds to arbitration (Article 20.7[c]), the arbitrator will be appointed in accordance with Article 20.8, with the addition that he or she should be qualified by education and training to rule on the particular matter under dispute, and the arbitrator will agree that his or her decision will be delivered in writing within sixty (60) days of the completion of the hearing, unless the parties agree otherwise.



## **ARTICLE 23: HEALTH, SAFETY, SECURITY AND PRIVACY**

**23.1** 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 committee representation drawn from all unionized groups within the University, including at least one (1) person appointed by NUFA;
- (b)** to cooperate with CASBU 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 CASBU 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.

**23.2** The parties agree that all personal communications must adhere to the Personal Harassment and Discrimination Policy and the Nipissing University Acceptable Use Policy. Effective June 10, 2006, universities are subject to the Freedom of Information and Protection of Privacy Act (FIPPA). All records in the custody and control of the University will be subject to FIPPA with exceptions as defined by the Act. Persons may request and have a right to access University information or records. A record is defined under the Act as any record of information however recorded, whether in printed or electronic form, film, or otherwise and includes drafts, post-it notes, margin notes, hard drive files, emails, voice mails, electronic agendas, address books, and recording devices.

**23.3** Unless required under FIPPA, and for the purposes of this Article, files are documents under a Member's control and stored on University property, either in paper or electronic form. Such files do not include the Member's official file in the Dean's office nor the Personnel File of the Member in the Human Resources office.

**23.4** The parties agree that Members have a right to privacy in their personal communications whether on paper or in electronic form and they undertake to respect that right to the fullest extent possible.

**23.5** The Employer will, whenever possible, provide clear notification of its intention to examine the files, internet use and communications of Members, together with reasons for such action.

**23.6** The Employer will not inspect a Member's paper files or engage in electronic monitoring or other scrutiny of the hard drive of computer(s) designated for a Member's use or of a Member's internet or email in a manner that in any way divulges, either to the Employer or a third party, the contents of the paper files, files on the hard drive, the electronic mail communications of Members, or details of internet usage patterns, beyond the need to

guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, the need to protect the security and health of individuals, or the need to assess volume of usage for the purpose of maintaining system integrity.

- 23.7** On termination of a Member's employment for any reason other than cause, the Employer will permit, by appointment only, accompanied access for a period of fifteen (15) working days (or longer with the agreement of the Dean) by the former Member or his or her executors to his or her files, whether in paper or electronic format. The purpose of the allowed access is for transferring required documents to other faculty, the Chair, or the Dean. Where files are not required to support continued student academic needs or ongoing operational requirements, the former Member or designate may remove or destroy their personal files. Items that are clearly of a personal nature or are owned by the former Member such as furniture, pictures, books, etc., may be removed at this time.
- 23.8** On termination for cause, a Member may make arrangements with Human Resources to have his/her personal files and any items which are clearly of a personal nature sent to the Member within fifteen (15) working days of the Member's termination date.
- 23.9** Any files of a former Member that remain after application of the provisions in Article 23.7 or Article 23.8 may be archived or may be destroyed at the discretion of the Dean after a minimum of seven (7) working days.
- 23.10** Notwithstanding the provisions of Article 23, the Employer will have access to Members' files for the operational requirements of the University when Members are unable to provide or consent to access.

## **ARTICLE 24: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY**

- 24.1** 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 CASBU 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, will, subject to a favourable outcome of a vote to be administered by the parties, immediately become Members of CASBU in which case the terms and conditions of this Collective Agreement will 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.
- 24.2** 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 CASBU by virtue of meeting the definition of Bargaining Unit members will 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.
- 24.3** The University will 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 25: NEGOTIATION PROCEDURE**

- 25.1** 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.
- 25.2** Meetings will be held at a time and place fixed by mutual consent.
- 25.3** Nothing in this Collective Agreement will prevent its subsequent amendment with the written concurrence of the parties.

**ARTICLE 26: STRIKES OR LOCK-OUTS**

**26.1** For the duration of this Agreement, the Employer and CASBU agree that the Employer will not call a lockout and the Members of CASBU will not take any form of strike action, work stoppage or work slowdown.

## **ARTICLE 27: DURATION AND CONTINUANCE OF THE AGREEMENT**

- 27.1** Except as specifically otherwise provided herein, the Collective Agreement will be binding and remain in effect from the date of signing to April 30, 2016. The terms of the Agreement are retroactive to May 1, 2014.
- 27.2** If the parties have not ratified a new Collective Agreement on or before April 30, 2014, then all provisions of this Agreement, save and except Article 26, will 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 will not constitute a Collective Agreement.

**ARTICLE 28: THE NIPISSING UNIVERSITY TEACHING AWARD FOR CASBU MEMBERS**

**28.1** The parties recognize that the outstanding teaching contributions to Nipissing University made by some Members require special recognition. To give tangible recognition, the Nipissing University Teaching Award will be presented annually to a Member of CASBU (according to the Nipissing University Award rules).

## **ARTICLE 29: METHOD OF PAYMENT**

**29.1** The Employer agrees to pay Members on or before the twentieth (20th) day of each month. If, over the course of this Agreement, Nipissing University moves to a bi-weekly payroll for all employees, Members will be paid on a bi-weekly basis.

### **29.2 Statement of Overload Teaching Hours**

The Employer agrees to provide Members with a statement of their overload teaching hours before September 30 for fall-term courses and Fall/Winter courses, and before January 30 for winter-term courses for purposes of verification.

### **29.3 Payment of Overload for Full-time Members**

Payments for overload occurring during the Fall term will be evenly spread over the months of October, November, and December. Payments for overload occurring during the Winter term will be evenly spread over the months of February, March, and April. The hourly overload rate will be one-third of the Part-time Instructor stipend for a three credit course.



## **ARTICLE 30: DISCIPLINE**

**30.1** Discipline will only be imposed on a Member for just and sufficient cause. Such discipline will be fair, reasonable, commensurate with the circumstances, and based on the principle of progressive discipline.

**30.2** The parties will make reasonable efforts to encourage informal consultation and investigation of allegations with a view to resolving matters without formal disciplinary action being taken.

### **30.3 Types of Disciplinary Measures**

- (a)** Disciplinary measures are limited to the following, listed in increasing order of severity: warning, reprimand, suspension with pay, suspension without pay, and dismissal for cause.
- (b)** A warning or reprimand must be addressed directly to the Member and be clearly identified as a disciplinary measure. A warning or reprimand does not impact on a Member's remuneration. A copy of the notice of the disciplinary measure may be sent to the President of the Association and the CASBU Officer with the Member's permission.
- (c)** Suspension with or without pay is the act of relieving a Member of some or all University duties for cause without his/her consent. Suspension with or without pay must be addressed directly to the Member and be clearly identified as a disciplinary measure. A copy of the notice of the disciplinary measure will simultaneously be sent to the President of the Association and the CASBU Officer. On reinstatement following a suspension with or without pay, the Member will be returned to the position held prior to the disciplinary measure, if the term of the contract has not expired. Suspension with pay does not impact on a Member's remuneration.
- (d)**
  - (i)** Dismissal for cause means the termination of a Member's appointment by the Employer without the Member's consent before the end of their contract of appointment. Dismissal for cause must be addressed directly to the Member. A copy of the notice of the disciplinary measure will simultaneously be sent to the President of the Association and the CASBU Officer.
  - (ii)** Grounds for dismissal with cause of a Member will be gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct.

### **30.4 Investigations**

- (a)** Any alleged behavior giving the Member's Associate Dean or Dean concern that a situation exists which may lead to disciplinary measures against a Member will be properly investigated by the appropriate Associate Dean or Dean, it being understood that a properly conducted investigation will not constitute a disciplinary action, and as such is not grievable.

- (b)** In conducting any investigation, the Member's Associate Dean or Dean will:
  - (i)** communicate any complaint to the Member within ten (10) 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;
  - (ii)** respect all provisions of this Agreement and, where there are no relevant provisions, act in a manner appropriate to the alleged cause;
  - (iii)** notify the Member as promptly as is practicable as to the reasons for and the nature of the investigative action being undertaken;
  - (iv)** inform the Member of any results of that investigation within ten (10) working days of such results being known; and
  - (v)** 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, another employee, or a student at risk.
- (c)** After being informed of the results of an investigation, a Member will, in all cases, have the right to meet with the Associate Dean or Dean to provide explanations and to make submissions before any disciplinary measure is imposed.

### **30.5 Communication of Disciplinary Measures**

Any Member who is disciplined under the provisions of this Article will:

- (a)** be sent a written notice of the disciplinary measure, to be delivered electronically, by hand, or to the Member's last known address by registered mail. The written notice will include the following information: the specific nature of the offense, the reasons for taking the action, the measures that must be taken for corrective action if appropriate, the consequences if not adhered to if appropriate, a summary of the evidence supporting the allegation, and, where relevant, the identity of any witnesses upon whose testimony the Employer is relying, unless identification could put the witness at risk. If required, the written notice will also include the dates of commencement of a suspension and, where possible, termination of the suspension. The letter will inform the Member of his/her right to seek advice from the Association. A copy of the letter will be sent to the President of the Association and the CASBU Officer with the permission of the Member, except where such permission is not required as indicated in this Article;
- (b)** reserve the right to respond to the notice of discipline, either in writing or by an arranged meeting with the Employer, within ten (10) working days of the receipt of the written notice;
- (c)** reserve the right, in dealing with the Employer, to be accompanied by an Association representative or to be represented by a person, including legal counsel, appointed for that purpose by the Member or the Association. However,

if legal counsel is to attend, the Association will inform the Employer ten (10) working days in advance of the meeting;

- (d) waive his/her right to respond to the disciplinary measure should he/she fail to respond within ten (10) working days of receipt of the written notice, either personally or through an Association representative. In such case, the Employer reserves the right to proceed with its disciplinary measure.

### **30.6 Emergency Powers to Discipline**

- (a) 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:
  - (i) an investigation which may lead to the imposition of discipline on the Member is underway; and
  - (ii) 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.
- (b) The exercise of these emergency powers is deemed not to be a suspension for the purposes of this Article.

### **30.7 Grieving Disciplinary Measures**

- (a) All disciplinary measures are grievable. In all cases, the burden of proof is upon the Employer.
- (b) Article 20.14 notwithstanding, in the event that a disciplinary measure is successfully grieved, the fees and expenses of the arbitrator will be borne by the Employer.
- (c) If a suspension from duties without pay results in a grievance that reaches arbitration, and if the arbitrator finds that insufficient or no cause for suspension without pay exists, the arbitrator will award the Member all back pay and benefits (if applicable).
- (d) If a formal grievance is not presented for dismissal with cause by the Association within 10 working days, the Member's employment terminates effective the date of dismissal. If a dismissal results in a grievance that reaches arbitration, and if the arbitrator finds that insufficient or no cause for dismissal exists, the arbitrator will award, at a minimum, all back pay and benefits (if applicable).
- (e) If a Laboratory Instructor, Seminar Instructor or Service Course Instructor is dismissed or suspended without pay and benefits and is grieving the disciplinary action, he/she will have the right to maintain a portion of the benefits at his/her expense. The Member reserves the right to reclaim any amounts so disbursed if the grievance is upheld.

### **30.8 Restrictions on Disciplinary Measures**

- (a)** A Member may not be subjected to a disciplinary measure 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.
- (b)** If there is an alleged deficiency in their instruction or in the performance of their instructor related duties and responsibilities, the Member must be accorded a reasonable opportunity to correct the deficiency before any disciplinary measure is imposed.
- (c)** If the alleged behaviour or action 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 will have primacy.
- (d)** In the implementation of disciplinary measures:
  - (i)** only a Member's Associate Dean, Dean, the Vice-President, Academic and Research, the President, or the Board may issue to the Member a warning or reprimand;
  - (ii)** only the Vice-President, Academic and Research, or designate may suspend a Member, with or without pay;
  - (iii)** only the Vice-President, Academic and Research, or designate may dismiss a Member.

**30.9** In the case of a warning, reprimand, or suspension with or without pay, all communications related to the disciplinary measure will be placed in the Member's official file. Any communications relating to disciplinary measures will be removed from a Member's official file after a period of forty-eight (48) months from the date of the infraction provided that no subsequent infractions have occurred within that period. However, all records of any investigation undertaken in accordance with Article 30.4 will be destroyed within one week of the parties agreeing that the complaint has not been substantiated.

**30.10** In the event that disciplinary measures put a Member's research at risk of irreparable damage (such as the loss of live or decomposable materials, or missing the occurrence of an infrequent event), the University will facilitate access to specific research facilities by the Member or a mutually acceptable designate in order to minimize any such risk.

## **APPENDICIES**

## **APPENDIX A**

### **A DESCRIPTION OF THE NIPISSING UNIVERSITY FACULTY ASSOCIATION CONTRACT ACADEMIC STAFF BARGAINING UNIT FROM THE ONTARIO LABOUR RELATIONS BOARD CERTIFICATE ISSUED FEBRUARY 13, 2001, WITH CLARITY NOTES**

#### **Certificate**

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, 1995, THIS BOARD DOETH CERTIFY Nipissing University Faculty Association as the bargaining agent of all contract academic staff employed by Nipissing University in the Province of Ontario who provide instruction in at least one university degree credit course in any calendar year, save and except the President, Vice-President Academic, Vice-President Administration and Finance, Registrar, Deans, Administrative Assistants to the Deans, Director of Human Resources, Director of Finance, Director of Technical Services, Director of Library Services, Academic Counselors, Laboratory Technicians, academic staff employed by Nipissing University on leave from or on secondment from another university or employer, and persons covered by a subsisting Collective Agreement.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

**DATED at Toronto this 13<sup>th</sup> day of February, 2001.**

**ONTARIO LABOUR RELATIONS BOARD**

#### **Clarity Note 1:**

The bargaining unit includes persons employed as laboratory instructors.

#### **Clarity Note 2:**

The bargaining unit includes instructors teaching Additional Basic Qualifications courses and excludes instructors teaching Additional Qualification courses.

**APPENDIX B**

**SALARY GRID FOR FULL-TIME INSTRUCTORS**

**STEPS**

	<b>Base</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
12-month contract	\$47,189	\$49,118	\$51,047	\$52,976	\$54,905	\$56,834	\$58,763	\$60,692	\$62,621	\$64,550	\$66,479
10-month contract	\$39,324	\$40,932	\$42,539	\$44,147	\$45,754	\$47,362	\$48,969	\$50,577	\$52,184	\$53,792	\$55,399

**Salary scale excludes 4% vacation pay.**

**Note: Instructors with a 12-month contract will receive 10 vacation days instead of 4% vacation pay.**

**APPENDIX C**

**ABQ COMPENSATION SCHEDULE  
STIPENDS FOR INSTRUCTION OF ON-SITE & DISTANCE STUDY ABQ COURSES  
WITHOUT RFR**

**May 1, 2014**

STUDENTS	FULL COURSE	HALF COURSE
1	\$ 700	\$ 500
2	1,349	725
3	2,028	1,014
4	2,630	1,315
5	3,232	1,616
6	3,834	1,917
7	4,436	2,218
8	5,038	2,519
9	5,640	2,820
10	6,245	3,122
11	7,345	3,672
12	7,535	3,767
13	7,728	3,863
14	7,918	3,959
15	8,108	4,055
16	8,300	4,151
17	8,491	4,246
18	8,681	4,341
19	8,874	4,437
20	9,065	4,532
21	9,185	4,592
22	9,305	4,652
23	9,425	4,712
24	9,545	4,772
25	9,665	4,832
26	9,785	4,892
27	9,905	4,952
28	10,025	5,012
29	10,145	5,072
30	10,265	5,132
31	10,385	5,192
32	10,505	5,252
33	10,625	5,312
34	10,745	5,372
35	10,865	5,432
36	10,985	5,492
37	11,105	5,552
38	11,225	5,612
39	11,345	5,672
40	11,465	5,732

Once enrolments reach 20 students, the additional students (beyond 20) will be paid at \$120 per full course and \$60 per half course. Private Study courses will normally be kept to a maximum enrolment of approximately 25 students per section. Where student enrolment warrants, new sections will be set. On-site courses will normally be subject to a maximum enrolment of 40 students per section, space permitting.



**APPENDIX D**

**ABQ COMPENSATION SCHEDULE WITH RFR  
STIPENDS FOR INSTRUCTION OF ON-SITE & DISTANCE STUDY ABQ COURSES**

**May 1, 2014**

STUDENTS	FULL COURSE	HALF COURSE
1	\$ 720	\$ 510
2	1,389	745
3	2,088	1,044
4	2,710	1,355
5	3,332	1,666
6	3,954	1,977
7	4,576	2,288
8	5,198	2,599
9	5,820	2,910
10	6,445	3,222
11	7,565	3,782
12	7,775	3,887
13	7,988	3,993
14	8,198	4,099
15	8,408	4,205
16	8,620	4,311
17	8,831	4,416
18	9,041	4,521
19	9,254	4,627
20	9,465	4,732
21	9,585	4,792
22	9,705	4,852
23	9,825	4,912
24	9,945	4,972
25	10,065	5,032
26	10,185	5,092
27	10,305	5,152
28	10,425	5,212
29	10,545	5,272
30	10,665	5,332
31	10,785	5,392
32	10,905	5,452
33	11,025	5,512
34	11,145	5,572
35	11,265	5,632
36	11,385	5,692
37	11,505	5,752
38	11,625	5,812
39	11,745	5,872
40	11,865	5,932

Once enrolments reach 20 students, the additional students (beyond 20) will be paid at \$120 per full course and \$60 per half course. Private Study courses will normally be kept to a maximum enrolment of approximately 25 students per section. Where student enrolment warrants, new sections will be set. On-site courses will normally be subject to a maximum enrolment of 40 students per section, space permitting. RFR of \$200 per 3 credit course and \$400 per 6 credit course applies under Article 21.4.

**APPENDIX E**

**COURSE INSTRUCTOR (Pre-packaged courses) SALARY SCALE  
WITHOUT RFR**

May 1, 2014

STUDENTS	STIPEND
1	\$ 945
2	945
3	945
4	945
5	945
6	1,085
7	1,225
8	1,365
9	1,505
10	1,645
11	2,046
12	2,208
13	2,367
14	2,527
15	2,688
16	2,849
17	3,010
18	3,169
19	3,329
20	3,490
21	3,650
22	3,812
23	3,971
24	4,132
25	4,293
26	4,453
27	4,615
28	4,774
29	4,934
30	5,095
31	5,155
32	5,215
33	5,275
34	5,335
35	5,395
36	5,455
37	5,515
38	5,575
39	5,635
40	5,695

Development/update costs of \$205 included in the total.

The minimum payment is based on 5 students.

Additional students over 40 will be paid an additional \$60/student per half course.

**APPENDIX F**

**COURSE INSTRUCTOR (Pre-packaged courses) SALARY SCALE  
WITH RFR**

May 1, 2014

STUDENTS	STIPEND
1	\$ 951
2	951
3	951
4	951
5	951
6	1,093
7	1,241
8	1,389
9	1,537
10	1,685
11	2,094
12	2,264
13	2,431
14	2,599
15	2,768
16	2,937
17	3,106
18	3,273
19	3,441
20	3,610
21	3,778
22	3,948
23	4,115
24	4,284
25	4,453
26	4,621
27	4,791
28	4,958
29	5,126
30	5,295
31	5,355
32	5,415
33	5,475
34	5,535
35	5,595
36	5,655
37	5,715
38	5,775
39	5,835
40	5,895

Development/update costs of \$205 included in the total.

The minimum payment is based on 5 students.

Additional students over 40 will be paid an additional \$60/student per half course.

RFR of \$200 per 3 credit course and \$400 per 6 credit course applies under Article 21.6.

**APPENDIX G**

**ARBITRATORS PURSUANT TO ARTICLE 20.8**

Kevin Burkett

Jane Devlin

Pamela Picher

William Kaplan

Paula Knopf

Howard Brown

Larry Steinberg

Louisa Davie

## **APPENDIX H**

### **LIST OF DESIGNATED SERVICE COURSES**

In general, services courses at the first-year level that are offered as a “service” to degree program but do not form part of the core curriculum for a degree in that discipline. Often, multiple sections of such courses are offered which may occasion the appointment of a Full-time Instructor. This list will be updated as necessary, through the JCAA.

ACAD 1501

ACAD 1601

COSC 1901

COSC 1902

ENGL 1551

ENGL 1552

FREN 1006

MATH 1911

MATH 1912

UNIV 1011

UNIV 2011

**APPENDIX I**

**FULL-TIME INSTRUCTOR PERFORMANCE REVIEW FORM**

Department/Division/School \_\_\_\_\_  
CASBU Member Review Committee

Date: \_\_\_\_\_

Attention: Vice-President, Academic & Research \_\_\_\_\_

**A) The Review Committee**

The following is a review of \_\_\_\_\_ who has been a CASBU Member for \_\_\_\_ year(s).

This one-time review is being conducted by a Review Committee made up of:

1. The Dean (or designate): \_\_\_\_\_

2. The Department Chair: \_\_\_\_\_

3. One Full-time Member who interacts professionally with the CASBU Member being reviewed:

\_\_\_\_\_

4. One Full-time Member chosen by the CASBU Member being reviewed:

\_\_\_\_\_

**B) The Review**

A one-time review of this CASBU Member is based on his or her teaching and professionalism.

In the opinion of the Review Committee, the CASBU Member's teaching and professionalism are:

- a) satisfactory
- b) probationary
- c) unsatisfactory

If the Review Committee selected (a), then in the space provided below they may choose to provide other comments and feedback.

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If the Review Committee selected (b), then in the space provided below they must specify the aspects of the CASBU Member's teaching and professionalism that should be improved over the next academic year.

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If the Review Committee selected (c), then in the space provided below they must specify the aspects of the CASBU Member's teaching and professionalism that were unsatisfactory.

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**C) The Recommendation of the Review Committee**

Three recommendations are outlined below: (Circle and complete one of the three)

1. It is the opinion of the undersigned that the teaching and professionalism of the CASBU Member being reviewed are satisfactory and that he or she should be offered a continuing contract as outlined in Article 15.5(d)(i).
  
2. It is the opinion of the undersigned that aspects of the CASBU Member's teaching and professionalism are considered probationary, as outlined above, and that he or she should be offered a contract of the same duration as their initial contract during which these aspects can be addressed and hopefully improved as outlined in Article 15.5(d)(ii).
  
3. It is the opinion of the undersigned that the CASBU Member's teaching and professionalism are unsatisfactory, with no foreseeable chance of improvement, and that he or she should not be offered a continuing contract as outlined in Article 15.5(d)(iii).

Please print and sign your names below:

\_\_\_\_\_  
Dean (or designate)

\_\_\_\_\_  
Department Chair

\_\_\_\_\_  
Review Committee Member #1

\_\_\_\_\_  
Review Committee Member #2

**THIS COLLECTIVE AGREEMENT**

**SIGNED AT NORTH BAY,**

**this \_\_\_\_\_ day of July 2014**

**NIPISSING UNIVERSITY**

**CONTRACT ACADEMIC  
STAFF BARGAINING UNIT**

\_\_\_\_\_  
Cheryl Sutton, Chief Negotiator

\_\_\_\_\_  
Mark Crane, Chief Negotiator

\_\_\_\_\_  
Sharon Rich

\_\_\_\_\_  
Joseph Boivin

\_\_\_\_\_  
Ann-Barbara Graff

\_\_\_\_\_  
Corina Irwin

\_\_\_\_\_  
Jenny Mackie

\_\_\_\_\_  
Rhiannon Don

\_\_\_\_\_  
Laura Rossi

\_\_\_\_\_  
Scott Kaufman