

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, 2019 – April 30, 2022

Table of Contents

ARTICLE 1:	DEFINITIONS	6
ARTICLE 2:	PURPOSE.....	9
ARTICLE 3:	RECOGNITION AND DEFINITION OF THE BARGAINING UNIT	10
ARTICLE 4:	MANAGEMENT RIGHTS	11
ARTICLE 5:	RIGHTS AND PRIVILEGES OF CASBU	12
ARTICLE 6:	DUES CHECK-OFF.....	13
6.2	DUES REMITTANCE	13
ARTICLE 7:	CORRESPONDENCE AND INFORMATION	14
7.1	CORRESPONDENCE	14
7.2	MEMBER INFORMATION	14
7.3	INFORMATION FOR CONTRACT ADMINISTRATION AND COLLECTIVE BARGAINING.....	14
7.4	INFORMATION FROM THE ASSOCIATION TO THE EMPLOYER	15
ARTICLE 8:	COPIES OF THE AGREEMENT	16
ARTICLE 9:	JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT (JCAA)	17
ARTICLE 10:	NO DISCRIMINATION	18
ARTICLE 11:	CONFLICT OF INTEREST	19
ARTICLE 12:	OFFICIAL FILES.....	20
12.1	OFFICIAL FILES	20
12.2	ACCESS TO OFFICIAL FILES	20
12.3	AMENDMENTS TO OFFICIAL FILES	20
12.4	ANONYMOUS MATERIALS, CONFIDENTIAL MATERIALS, AND COMPLAINTS, IN OFFICIAL FILES	21
12.5	TERMINATION OF EMPLOYMENT.....	22
ARTICLE 13:	PRIVACY	23
ARTICLE 14:	HEALTH, SAFETY, AND SECURITY	24
ARTICLE 15:	ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY.....	26
15.1	GENERAL DEFINITION	26
15.2	THE FREEDOM TO TEACH AND ITS RESPONSIBILITIES	26
15.3	THE FREEDOM TO RESEARCH AND ITS RESPONSIBILITIES	26
15.4	THE FREEDOM TO PUBLISH AND ITS RESPONSIBILITIES	27
15.5	THE FREEDOM OF ARTISTIC EXPRESSION AND ITS RESPONSIBILITIES	27
15.6	THE FREEDOM TO SPEAK INTRAMURALLY OR EXTRAMURALLY AND ITS RESPONSIBILITIES.....	27
ARTICLE 16:	RIGHTS AND RESPONSIBILITIES	28
16.1	GENERAL	28
16.2	TEACHING	28
16.3	LEARNED SOCIETIES AND PROFESSIONAL ORGANIZATIONS AND ASSOCIATIONS	29

ARTICLE 17: CONTRACT TERMS	30
17.1 TYPES OF CONTRACTS.....	30
17.2 CONTRACT TERMS FOR PART-TIME INSTRUCTORS	30
17.3 INSTRUCTOR RANK.....	32
17.4 RIGHT OF FIRST REFUSAL (RFR) FOR CASBU MEMBERS.....	32
17.5 COURSE POSTINGS.....	33
17.6 FRAUDULENT OR MISLEADING INFORMATION	34
ARTICLE 18: OTHER TERMS AND CONDITIONS OF EMPLOYMENT	35
18.1 WORKING ENVIRONMENT	35
18.2 ACCOMMODATIONS AND EMAIL.....	35
18.3 CONTACT INFORMATION	35
18.4 DEPARTMENT AND FACULTY MEETINGS	35
18.5 TRAVEL.....	35
18.6 PROFESSIONAL DEVELOPMENT FUND	36
ARTICLE 19: STUDENT OPINION SURVEYS OF FACULTY TEACHING (SOS)	37
19.1 PURPOSE	37
19.2 ADMINISTRATION OF STUDENT OPINION SURVEYS OF FACULTY TEACHING	37
19.3 STUDENT OPINION SURVEYS OF FACULTY TEACHING AND RECRUITMENT AND REAPPOINTMENT	38
ARTICLE 20 ACADEMIC WORKLOAD	39
20.1 WORKLOAD: PART-TIME INSTRUCTORS	39
ARTICLE 21: FINANCIAL COMPENSATION	40
21.16 COMPENSATION FOR GRADUATE/UNDERGRADUATE INDIVIDUALIZED STUDY COURSES SUPERVISION	41
ARTICLE 22: METHOD OF PAYMENT	42
ARTICLE 23: TEACHING AWARD FOR CASBU MEMBERS.....	43
ARTICLE 24: LEAVES AND AUTHORIZED ABSENCES FOR MEMBERS.....	44
24.1 PUBLIC OFFICE LEAVE.....	44
24.2 COURT LEAVE	44
24.3 BEREAVEMENT LEAVE.....	44
24.4 FAMILY MEDICAL LEAVE/COMPASSIONATE CARE BENEFITS	44
24.5 EMERGENCY LEAVE	45
24.6 OTHER LEAVES.....	45
24.7 GENERAL PROVISIONS	45
24.8 STATUTORY HOLIDAYS.....	45
24.9 LEAVE OF ABSENCE	45
24.10 AVAILABILITY AND AUTHORIZED ABSENCE	45
ARTICLE 25: INTELLECTUAL PROPERTY.....	47
25.1 OWNERSHIP OF INTELLECTUAL PROPERTY.....	47
25.2 PROTECTION OF INTELLECTUAL PROPERTY	47
25.3 INCOME GENERATED FROM INTELLECTUAL PROPERTY	48
25.4 CONTRACTS WITH EXTERNAL SPONSORS.....	49
25.5 UNIVERSITY'S NAME, TRADEMARKS, SERVICE MARKS AND LOGOS	50
25.6 LICENSE FOR THE UNIVERSITY'S INTERNAL USE	50
25.7 REPORTING INFORMATION TO THE ASSOCIATION	50
25.8 MEMBER OR FORMER MEMBER DEATH AND TRANSFER OF RIGHTS	50
25.9 DISPUTE RESOLUTION.....	50

ARTICLE 26: GRIEVANCES AND ARBITRATIONS	51
26.5 TYPES OF GRIEVANCES	51
26.6 INFORMAL STAGE FOR MEMBER GRIEVANCES	52
26.7 FORMAL STAGES	52
26.8 APPOINTMENT OF AN ARBITRATOR	54
26.9 LIMITS ON ARBITRATION	55
26.10 ASSOCIATION GRIEVANCES	55
26.11 EMPLOYER GRIEVANCES.....	55
26.12 FAILURE TO RESPOND.....	55
26.13 ABANDONMENT	56
26.14 EXPENSES.....	56
26.15 TIME LIMITS	56
ARTICLE 27: INVESTIGATIONS AND DISCIPLINE.....	57
27.3 TYPES OF DISCIPLINARY MEASURES	57
27.4 INVESTIGATIONS	57
27.5 COMMUNICATION OF DISCIPLINARY MEASURES.....	58
27.6 EMERGENCY POWERS TO DISCIPLINE	59
27.7 GRIEVING DISCIPLINARY MEASURES	59
27.8 RESTRICTIONS ON DISCIPLINARY MEASURES.....	60
ARTICLE 28: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY	61
ARTICLE 29: NEGOTIATION PROCEDURE	62
ARTICLE 30: STRIKES OR LOCK-OUTS	63
ARTICLE 31: DURATION AND CONTINUANCE OF THE AGREEMENT	64
APPENDIX A: CERTIFICATE.....	66
APPENDIX B: ARBITRATORS	68
APPENDIX C: ABQ COMPENSATION SCHEDULE	69
APPENDIX D: ABQ COMPENSATION SCHEDULE WITH RFR	70
APPENDIX E: COURSE INSTRUCTOR (PRE-PACKAGED COURSES) COMPENSATION SCHEDULE).....	71
APPENDIX F: COURSE INSTRUCTOR (PRE-PACKAGED COURSES) WITH RFR COMPENSATION SCHEDULE.....	72
APPENDIX G: LIST OF DESIGNATED SPECIAL COURSES.....	73
APPENDIX H: LETTER OF AGREEMENT RE THE DEVELOPMENT OF THE ASSESSMENT OF THE TEACHING AND THE LEARNING ENVIRONMENT	74

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 Program designates a sequence of courses or other units of study approved by Senate which fulfill the requirements for a diploma, certificate or degree.

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

Academic Year designates the period from July 1 to June 30.

Association designates the Nipissing University Faculty Association (NUFA), the exclusive bargaining agent for CASBU and FASBU

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.

Chair of an academic unit is that person elected by faculty members in that academic unit in accordance with procedures specified in the FASBU Collective Agreement.

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 a Faculty, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.

Director of a school is that person elected by Members in that school in accordance with procedures specified in the FASBU Collective Agreement.

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 as described in Appendix A of the FASBU Collective Agreement.

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.

Laboratory designates a required, non-stand-alone unit of instruction that may complement a three (3) or six (6) credit course which counts towards a minor, major or specialization in a discipline unless otherwise specified by Senate.

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, as may be amended by the Ontario Labour Relations Board or by agreement of the parties.

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.

Nipissing University Faculty Association (NUFA) 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.

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.

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.

Provost and Vice-President, Academic and Research designates the senior officer of the University appointed in accordance with procedures established for the governance of the University by the Board of Governors. Throughout this Agreement, this position title may be referred to as Provost.

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

Secondment designates a temporary assignment by the Employer of a Member to perform duties in an academic unit or sub-unit other than the Member's academic home unit or the appointment by the Employer of a Member to an administrative position for a limited period of time.

Seminar designates a required, non-stand-alone unit of instruction that may complement a three (3) or six (6) credit course which counts towards a minor, major or specialization in a discipline unless otherwise specified by Senate.

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.

Special 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 special courses are listed in Appendix G.

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.

ARTICLE 2: PURPOSE

- 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 Employer 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: RECOGNITION AND DEFINITION OF THE BARGAINING 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 the Member's employment contract and will remain a Member until the completion date on the contract.
- 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 Employer and the Member have a responsibility to follow the grievance process as outlined in Article 26 of this Collective Agreement, even though this process might extend beyond the completion date of the Member's contract.
- 3.4** The Employer recognizes the Association 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 4: MANAGEMENT RIGHTS

- 4.1** 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 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** The Association 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 5.3.
- 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 Employer and the Association, paid over a seven-month period, October – April, and added to the Member's monthly cheque. During October each year, the Association will pay the Employer 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 Employer 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 the Association from the salaries of all Members of the Bargaining Unit on a continuing basis.
- (b)** A Member who affirmatively asserts objection to the payment of union dues to a trade union on religious or conscientious grounds, and said objection is recognized by the Ontario Labour Relations Board, will have a sum equivalent to the Association dues deducted by payroll check-off and remitted on the Member's behalf to a charitable organization registered with the Department of National Revenue and chosen annually by the Member. Members, including newly appointed Members and others entering or re-entering the Bargaining Unit from excluded academic positions, may apply for this exemption by submitting written evidence of their conscientious or religious objection to the Employer with a copy to the Association.

6.2 Dues Remittance

The amounts deducted under Article 5.1(a) will be remitted monthly to the Association 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 the Association. The Association 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 the Association 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.

- 5.3** In cases where the list of Members' names and salary deductions varies from the list assembled by the Association for each term, the Employer agrees to meet with a designated Association 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: CORRESPONDENCE AND INFORMATION

7.1 Correspondence

- (a)** Except where otherwise specified in this Collective Agreement, correspondence between the Association and the Employer arising out of this Collective Agreement will pass between the Provost and the President of the Association, or 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.

7.2 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 Faculty and Department, and the total amount of dues to be deducted of each Member.

7.3 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 anyone who is not a Member of the Association; 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.

7.4 Information from the Association to the Employer

The Association agrees to provide the Employer, via the Human Resources Department, with the following information on a timely basis:

- (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) 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 8: COPIES OF THE AGREEMENT

- 8.1** 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.
- 8.2** 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.
- 8.3** Members will be provided an electronic link to a secure searchable PDF copy of the Agreement.
- 8.4** Signed paper copies of the Agreement will be housed with the Employer and the Association.

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 26.7(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 26.7(c).

ARTICLE 10: NO DISCRIMINATION

- 10.1** The parties agree that universities are enriched by diversity and inclusion and will seek ways to integrate inclusive excellence throughout Nipissing University's teaching, research and community engagement. To this end, 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 or any other terms and conditions of employment by reason of age or any prohibited grounds as outlined in the Ontario Human Rights Code.
- 10.2** 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 10.1.
- 10.3** 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.

ARTICLE 11: CONFLICT OF INTEREST

11.1 For the purposes of this Article:

- (a)** "Immediate family member" refers to a spouse, parent, child or sibling; and
- (b)** "Intimate relationship" refers to a sexual or client relationship.

11.2 No Member or Academic Administrator will knowingly participate in any University-related decision that preferentially benefits them, any immediate family member or any other person with whom there exists or has recently existed an intimate or financial relationship.

11.3 An actual or apparent conflict of interest arises when a Member or Academic Administrator is placed in a situation where their personal or financial interests, or those of an immediate family member or other person with whom there exists or has recently existed an intimate or financial relationship, conflict or appear to conflict with their responsibilities to the University in accordance with the provisions of this Agreement.

11.4 Members and Academic Administrators are expected to avoid actual or apparent conflicts of interest as defined in this Article.

11.5 The existence of an actual or apparent conflict of interest does not necessarily preclude the involvement of the Member in the situation where the conflict has arisen or may arise, but it does require that the conflict be formally disclosed in writing to the Member's Dean before any action or decision is taken. Where the Dean also has an interest in the matter, the disclosure will be made in writing to the Provost.

11.6 Following consultation with the Member and other appropriate persons, the Dean (or Provost) will notify the Member whether an actual or apparent conflict exists, and, if so, decide how it is to be resolved and inform the Member in writing of the appropriate steps to deal with the conflict.

11.7 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family or intimate relationship.

11.8 Without limiting the generality of the above:

- (a)** When a student with whom a Member has a supervisory or evaluative relationship is either an immediate family member or someone with whom there exists or has recently existed an intimate or financial relationship, the Member will disclose this actual or apparent conflict in accordance with Article 11.5.
- (b)** Members may employ students with whom they have a supervisory or evaluative relationship as research or teaching assistants.
- (c)** Members will not accept additional remuneration for tutoring any students with whom they have a supervisory or evaluative relationship.

ARTICLE 12: OFFICIAL FILES

12.1 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.

12.2 Access to Official Files

- (a) A Member may request, at least twenty-four (24) hours in advance, to the appropriate Dean to examine all of the Member's 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 the Member's 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.

12.3 Amendments to Official Files

- (a) A Member will have the right to supplement or correct the Member's 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 the Member's 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 the Member's Official File. The Member's response does not take the place of a grievance.

12.4 Anonymous Materials, Confidential Materials, and Complaints, in Official Files

(a) Anonymous Materials

- (i) No anonymous material will be kept in any Member's Official File.
- (ii) 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.

(b) Confidential Materials

- (i) The Member will be informed in writing of any additions to or deletions of material from the Member's 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.
- (ii) Notwithstanding Article 12.4(b)(i), 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 the Member's appointment. Such letters of assessment will be destroyed within one (1) month after the Member's appointment commences.
- (iii) 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, the arbitrator will have access to all relevant confidential material in the Official File and may make use of it in the decision, having due regard to its confidentiality.

(c) Complaints

- (i) 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.

- (ii) The Member will be informed in writing of any additions to or deletions from the Member's Official File of materials involving complaints within ten (10) working days of the addition or deletion.
- (iii) In the case of complaints by students:
 - a. if the author is a student and does not consent to the disclosure of the student's 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;
 - b. 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;
 - c. when written student comments are retained, copies will be placed in the Member's Official File and a copy forwarded to the Member.

12.5 Termination of Employment

- (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 the former Member's communications and 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 communications and 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 the Member's communications and 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 12.5(a) or 12.5(b) may be archived or may be destroyed at the discretion of the Dean after a minimum of seven (7) working days.

ARTICLE 13: PRIVACY

- 13.1** Universities in Ontario are subject to the Freedom of Information and Protection of Privacy Act (FIPPA). All records in the custody and control of the University are subject to FIPPA, with exceptions as defined by the Act (amendment date 2014). Persons may request and have a right to access University information or records. The Employer must notify the Association of any FIPPA request received by the Employer, which seeks to access the records, as defined under the Act, of a Member. 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 the following:
- (a)** correspondence, a memorandum, a book, a plan, a map, a drawing, a diagram, a pictorial or graphic work, a photograph, a film, a microfilm, a sound recording, a videotape, a machine readable record, any other documentary material regardless of physical form or characteristics, and any copy thereof; and
 - (b)** subject to the regulations, any record that is capable of being produced from a machine readable record under the control of an institution by means of computer hardware and software or any other information storage equipment and technical expertise normally used by the institution.
- 13.2** The parties agree that Members have a right to privacy in their personal communications and files whether on paper or in electronic form.
- 13.3** The Employer will, whenever possible, provide clear notification of its intention to examine the Member's communications and files in accordance with this Agreement, together with reasons for such action.
- 13.4** The Employer will not inspect a Member's paper communications and 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 e-mail 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.
- 13.5** Notwithstanding the provisions of Article 13.4, 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 14: HEALTH, SAFETY, AND SECURITY

14.1 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 Joint Health and Safety Committee (the JHSC) with broad representation drawn from all sectors of the University, including at least one (1) person appointed by the Association;
- (b)** to cooperate with the Association in making every reasonable provision for the safety, health and security of Members;
- (c)** to take reasonable measures to maintain the security of the buildings and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours;
- (d)** to ensure that the Association has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety or security of Members as they carry out their responsibilities;
- (e)** to comply with the Occupational Health and Safety Act, R.S.O. 1990, and relevant regulations thereto, as amended from time to time (the "Act");
- (f)** that Members may refuse unsafe work pursuant to and in accordance with the relevant provisions of the Act for so doing;
- (g)** that Members report any known or potential dangers to their Dean;
- (h)** In addition, the Employer agrees:
 - i)** to provide Members with health and safety training, personal protective equipment, and access to health and safety programs, policies and procedures;
 - ii)** to provide resources for the JHSC;
 - iii)** to compensate a CASBU Member who is eligible to be, and serves as, the person appointed by the Association to the JHSC when that service is outside the period of the Member's contract;
 - iv)** to provide training for the person appointed by the Association to the JHSC directly related to their duties and responsibilities in connection with the JHSC;
 - v)** to recognize a JHSC Member's right to be present during workplace safety testing and audits and receive written copies of any reports and recommendations from the testing/audits and a copy of a draft report if one is provided to the Employer;
 - vi)** to recognize a JHSC Member's right to have advance notice when advance notice is given by the Ministry of Labour of any Ministry of Labour inspection and to accompany a Ministry of Labour Inspector during an inspection and receive a copy of any report produced by the inspector.

- 14.2** 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.
- 14.3** 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.
- 14.4** 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 the Member's executors to the Member's 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.

ARTICLE 15: ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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 their designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

ARTICLE 16: RIGHTS AND RESPONSIBILITIES

16.1 General

In addition to the rights and responsibilities which flow directly from academic freedom (Article 15), the parties recognize that the nature of the University gives rise to the following rights and responsibilities.

16.2 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 must receive written permission from their academic unit (majority vote) when moving courses from the standard delivery mode to online, off-site or blended delivery. The result of the academic unit vote will be forwarded to the Dean.
- (d)** Members recognize that they have a responsibility to respect the principles of confidentiality with regard to their students.
- (e)** 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.
- (f)** Members will work in co-operation with assigned course coordinators and/or course professors.
- (g)** Members will deal ethically and fairly with students and others, foster a free exchange of ideas, avoid discrimination, and provide their students with information in the course outline regarding their instructional and evaluation methods, as well as how they may be contacted.
- (h)** 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.
- (i)** Members will not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency. In such cases, Members will make every effort to notify their respective Dean or designate, course coordinator, and students in advance, and will cancel classes through WebAdvisor. In other circumstances, and 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.

- (j) 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.
- (k) At the beginning of each term, each Dean will inform CASBU Members in the Dean's Faculty that preliminary course syllabi must be filed with the Dean's Office by the end of the first week of the Fall term for courses commencing in the Fall term, by the end of the first 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. If a Member makes changes to the preliminary course syllabi, a final version will be sent to the Dean electronically no later than two weeks after the first scheduled class.
- (l) Should a Member be unable to fulfill the Member's teaching responsibilities in whole or in part while a course is in progress, any replacement Member has the right to consult and use the course syllabus that the Member filed in the Dean's office.
- (m) Members will inform the students of the times and/or the methods by which they will be available for consultation. This information will be included in the course syllabus.

16.3 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.

ARTICLE 17: CONTRACT TERMS

17.1 Types of Contracts

All 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)** Indigenous Teacher Education Instructor
- (b)** Additional Basic Qualifications (ABQ) Course Instructor
- (c)** Clinical Instructor
- (d)** Course Facilitator
- (e)** Course Instructor (On-campus)
- (f)** Course Instructor (Alternative Delivery Mode)
- (g)** Course Instructor (Pre-packaged course and restricted to degree credit courses per the Ontario Labour Relations Board Certificate dated February 13, 2001)
- (h)** Indigenous Classroom Assistant Instructor
- (i)** Indigenous Special Education Assistant Instructor
- (j)** Practical Instructor
- (k)** Teacher of Indigenous Language as a Second Language Instructor

17.2 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/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;
 - (iii)** 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), 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)** instruction 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 issued 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) special 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. The stipend is outlined in Article 21.16 (c).

- (i) A copy of each contract will be made available 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).

17.3 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).

17.4 Right of First Refusal (RFR) for CASBU Members

- (a) 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 24, 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 17.5(a), then failure to contact the Employer constitutes a refusal by the Member who holds RFR for the course in question, and the Employer 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 28.8(h) in the FASBU Agreement.
- (f) Members who have established RFR can exercise that right when a course is posted.
- (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 twelve (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 17.2(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 two (2) FASBU Members elected by Faculty Council (one each from Arts & Science and Education and Professional Studies), the CASBU Officer or delegate (as an observer) and one (1) Dean or designate/equivalent each from Arts & Science and Education and Professional Studies and the Provost, 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.

17.5 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 June 30 for the Fall/Winter terms, it being understood that these postings are subject to change without notice. The Dean, or the Dean's 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 designate, is responsible for informing the CASBU Officer, by e-mail, of any additions to course postings made after the deadlines outlined in Article 17.5(a). The e-mail will specify which courses have been added.

- (d) The Dean, or designate, is responsible for directly communicating with any Member who holds RFR on a course that is posted two (2) weeks or less before the course begins.

17.6 Fraudulent or Misleading Information

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

ARTICLE 18: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

18.1 Working Environment

All working conditions will be as negotiated in this Agreement.

18.2 Accommodations and Email

- (a)** The Employer will provide, to the best of its ability, shared office space and filing cabinets for Part-time Instructors.
- (b)** The Employer will provide a serviceable computer for each of the existing part-time Faculty offices over the course of this Agreement.
- (c)** 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.

18.3 Contact Information

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

18.4 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)** Part-time Instructors in a Department or School will each elect a total of one (1) voting member.
- (c)** Part-time Instructors will be invited to the open portion of Faculty Council meetings and excluded from closed, in camera sessions.

18.5 Travel

Part-time Instructors 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 one hundred (100) kilometres (one way) from the course location. All expenses must be preapproved by the Dean or designate.

18.6 Professional Development Fund

A professional development fund in the amount of \$15,000 per year is available to all Members. The decision of the Dean to award a professional development subsidy is non-grievable.

- (a)** Part-time Instructors who have taught eighteen (18) credits since May 1, 2007, or who achieve RFR per Article 17.4(a) are eligible to apply.
- (b)** 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, the Member 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 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 13. SOS may be made available with the Member's permission to Full-time Faculty within the Member's teaching Department or School at Nipissing University for the purpose of advising the Dean on recruitment or reappointment of such Member. Should a Member have responded to the Member's scores in writing as outlined in Article 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.

ARTICLE 20 ACADEMIC WORKLOAD

20.1 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 17.2(f).
- (d)** Part-time Instructors may apply to their Dean for marking assistance.

ARTICLE 21: FINANCIAL COMPENSATION

21.1 All stipends exclude vacation pay. Vacation pay will be paid in accordance with the Employment Standards Act.

21.2 Course Instructor stipends for undergraduate and graduate courses:

<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, 2019</i>			
\$6,361.06	\$12,722.12	\$6,555.29	\$13,110.58
<i>As of May 1, 2020</i>			
\$6,424.67	\$12,849.34	\$6,620.84	\$13,241.68
<i>As of May 1, 2021</i>			
\$6,488.91	\$12,977.83	\$6,687.05	\$13,374.10

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 Indigenous Teacher Education Instructor will be paid a pro-rated hourly rate of the three-credit course stipend.

21.8 A Clinical Instructor will be paid \$49.92 per hour.

21.9 A Course Facilitator will be paid as follows: \$2,001.55 per course section as of May 1, 2019, \$2,021.57 per course section as of May 1, 2020, and \$2,041.79 per course section as of May 1, 2021.

21.10 An Indigenous Classroom Assistant Instructor will be paid a pro-rated hourly rate of the three-credit course stipend.

21.11 An Indigenous Special Education Assistant Instructor will be paid a pro-rated hourly rate of the three-credit course stipend.

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

21.13 A Teacher of Indigenous Language as a Second Language Instructor will be paid a pro-rated hourly rate of the three-credit course stipend.

- 21.14** Eligibility for Part-time Instructors in the structured group RRSP will consist of those Members who have achieved Right of First Refusal per Article 17.4(a). The Employee contribution of 2% of earnings will be matched by the Employer.

When a Part-time Instructor is eligible for the 2% RRSP, the Member's contract will state how they are eligible, for example, having achieved RFR per Article 17.4(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 Employer."

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

A Member can withdraw money when the Member's 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.

- 21.15** The Employer 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.

21.16 Compensation for Graduate/Undergraduate Individualized Study Courses Supervision

- (a) Individualized study courses at both the graduate and undergraduate levels may only be offered with the express permission of the Dean.
- (b) Members are limited to eighteen (18) credits of individualized study courses in any academic year.
- (c) Compensation for such individualized study courses will be as follows:
 - i) Three credit (3) course: \$ 400
 - ii) Six credit (6) course: \$ 800
- (d) Payment will be made once the student's grade has been submitted.
- (e) Each Dean will maintain an up to date file of supervisions for each Member.

ARTICLE 22: METHOD OF PAYMENT

- 22.1** The Employer agrees to pay Members on or before the twentieth (20th) day of each month. Effective January 1, 2020, or as soon thereafter as the new payroll cycle has completed testing, all Members will be paid bi-weekly.

ARTICLE 23: TEACHING AWARD FOR CASBU MEMBERS

- 23.1** The parties recognize that the outstanding teaching contributions to Nipissing University made by some Members require special recognition. To give tangible recognition, the Chancellor's Award for Excellence in Teaching will be presented annually to a Member of CASBU (according to the Chancellor's Awards for Excellence in Research, Teaching and Service Policy).

ARTICLE 24: LEAVES AND AUTHORIZED ABSENCES FOR MEMBERS

24.1 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 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 leave of absence to campaign for or to hold one of the aforementioned offices will not be denied without valid administrative or academic reasons.

24.2 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 the Member's receipt of notification that the Member will be required to attend court and present proof of service requiring attendance.

24.3 Bereavement Leave

- (a) 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. In the event of a death of an aunt, uncle, niece or nephew, one (1) working day shall be allowed without loss of pay. Additional paid days to accommodate travel needs may be granted at the discretion of the Dean.
- (b) In the event of the death of an individual whose relationship to an employee is not defined above but the impact of which is comparable, a request may be submitted to the Dean (or designate) for consideration of bereavement leave, the duration of which will be determined based on the circumstances.

24.4 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 the Member's 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. The Employer will issue a Record of Employment (ROE) to the Member to facilitate the submission of an EI application.

24.5 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.

24.6 Other Leaves

For all leaves not specifically itemized in Article 24, the Employer will abide by its statutory obligations with regard to the granting of leaves, paid or unpaid, as outlined in the Employment Standards Act (ESA) or other applicable legislation.

24.7 General Provisions

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.

24.8 Statutory Holidays

Members are entitled to the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, 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 designate.

24.9 Leave of Absence

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.

24.10 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 Article 24.10(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 25: 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.

25.1 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.

25.2 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 Employer 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 the Member's sole discretion and the Member's own expense may apply for formal registration of any intellectual property. If so, a Member will give notification in writing to the Provost of any application made by the Member at least one (1) month prior to the date of making such application.
- (c)** A Member at the Member's 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 the Member chooses to transfer the ownership rights to the University. The University is not obligated to enter into any such agreement with a Member.

25.3 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:

 - (i)** When a Member at the Member's sole discretion and the Member's 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
 - (ii)** 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 25.3(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 25.3(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.

25.4 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 25.4, Members will be responsible for ensuring compliance with any applicable law addressing the collection and dissemination of personal information.

25.5 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 Provost or designate.

25.6 License for the University's Internal Use

A Member who creates intellectual property in the course of the Member's 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.

25.7 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 25.3). The Association will have access to information under the University's control required to verify compliance with this Article.

25.8 Member or Former Member Death and Transfer of Rights

When a Member or former Member dies, the Member's estate will retain all the Member's 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.

25.9 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 per Article 26.7 (c), the arbitrator will be appointed in accordance with Article 26.8, with the addition that the Member should be qualified by education and training to rule on the particular matter under dispute, and the arbitrator will agree that the Member's decision will be delivered in writing within sixty (60) days of the completion of the hearing, unless the parties agree otherwise.

ARTICLE 26: GRIEVANCES AND ARBITRATIONS

- 26.1** (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 themselves of these procedures.
- 26.2** (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.
- 26.3** 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.
- 26.4** 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.
- 26.5 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) Employer Grievance: A Employer 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.

26.6 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 Provost, 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 Provost.
- (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.

26.7 Formal Stages

(a) Step 1: Provost

- (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 Provost. 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 Provost, 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 Provost, 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 Provost, 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 Provost, 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 40.7(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 Provost in writing of such action, while the Employer will notify the President of the Association in writing of such action.

26.8 Appointment of an Arbitrator

The parties hereby authorize and appoint the persons listed in Appendix B to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. 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 B. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed three (3) months, the next arbitrator in order 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.

26.9 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.

26.10 Association Grievances

Association Grievances will follow the procedures beginning with Article 26.7(a)(ii).

26.11 Employer Grievances

- (a) Step 1 of an Employer Grievance will be in writing and will set forth the information listed in Article 26.7(a)(ii), except 26.7(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 Provost, 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 Provost, 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 Provost. A copy will be sent to the Provost.
- (d) If a grievance is denied at Step 1, within ten (10) working days of receiving the written reason(s) the Employer 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 Employer may proceed to Step 3. If the Association agrees to mediation, the parties will follow the procedure beginning with Article 26.7(b)(ii).

26.12 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.

26.13 Abandonment

The Association may, by written notice to the Provost, abandon a grievance at any time during the grievance process. The Employer 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.

26.14 Expenses

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

26.15 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 Provost, on behalf of the Employer and by the President of the Association on behalf of the Association.

ARTICLE 27: INVESTIGATIONS AND DISCIPLINE

27.1 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.

27.2 The parties will make reasonable efforts to encourage resolution. At the first instance of the creation of a written record of the matter, an investigation commences.

27.3 Types of Disciplinary Measures

- (a)** Disciplinary measures will be signed by the appropriate Dean or Associate Dean and 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 must be sent to the President of the Association and the CASBU Officer
- (c)** Suspension with or without pay is the act of relieving a Member of some or all University duties for cause without the Member's 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.

27.4 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 to the Member in writing and simultaneously inform the President of the Association in writing 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. The written communication will inform the Member that the President of the Association has been informed of the investigation and will inform the Member of the Member's right to seek advice from the Association;
 - (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 and simultaneously the President of the Association in writing as promptly as is practicable as to the reasons for and the nature of the investigative action being undertaken;
 - (iv) inform the Member and simultaneously the President of the Association in writing 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.

27.5 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 the Member's 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 the right to respond to the disciplinary measure should the Member 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.

27.6 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.

27.7 Grieving Disciplinary Measures

- (a) All disciplinary measures are grievable. In all cases, the burden of proof is upon the Employer.
- (b) Article 26.14 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).

27.8 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 Provost, the President, or the Board may issue to the Member a warning or reprimand;
 - (ii)** only the Provost, or designate may suspend a Member, with or without pay;
 - (iii)** only the Provost, or designate may dismiss a Member.

27.9 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 27.4 will be destroyed within one week of the parties agreeing that the complaint has not been substantiated.

27.10 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.

ARTICLE 28: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY

- 28.1** 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.
- 28.2** 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.
- 28.3** 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 29: NEGOTIATION PROCEDURE

- 29.1** 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.
- 29.2** Meetings will be held at a time and place fixed by mutual consent.
- 29.3** Nothing in this Collective Agreement will prevent its subsequent amendment with the written concurrence of the parties.

ARTICLE 30: STRIKES OR LOCK-OUTS

- 30.1** 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 31: DURATION AND CONTINUANCE OF THE AGREEMENT

- 31.1** The Collective Agreement will be binding and remain in effect from the date of ratification to April 30, 2022, except where expressly identified within this Agreement.
- 31.2** If the parties have not ratified a new Collective Agreement on or before April 30, 2022, then all provisions of this Agreement, save and except Article 30, 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.

APPENDICIES

APPENDIX A

A DESCRIPTION OF THE NIPISSING UNIVERSITY FACULTY ASSOCIATION CONTRACT ACADEMIC STAFF BARGAINING UNIT (CASBU) 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 academic staff employed by Nipissing University on leave from or on secondment from another university or employer, persons covered by a subsisting Collective Agreement, and those listed below.

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 13th day of February, 2001.

ONTARIO LABOUR RELATIONS BOARD

Clarity Note 1:

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

Clarity Note 2:

The Employer and the Association agree that all academic staff, academic librarians, archivists, and full-time instructors employed by Nipissing University shall be Members of the Association, save and except all Executive Administrators and others as outlined below.

1. The President and any and all Vice-Presidents (including Vice-Presidents, Associate Vice-Presidents, Assistant Vice-Presidents, etc.);
2. The Deans (including Deans, Associate Deans, and Assistant Deans, etc.);
3. The Registrar (including Associate Registrars, Assistant Registrars, etc.);
4. The Directors of non-academic, administrative units (including Executive Director of Library Services, Director of Finance, Director of Technology Services, Director of Human Resources, etc.);

5. Any administrative positions reporting directly to the following Executive Administrators: the President, Provost and Vice-President Academic and Research, Vice-President Finance and Administration, the Deans, and Associate Deans.
6. Any other position(s) having access to confidential information related to labour relations or who have managerial authority over members of the Association.

By mutual agreement, confirmed in writing, exceptions may be made to the above exclusion list.

APPENDIX B

ARBITRATORS PURSUANT TO ARTICLE 26.8

Kevin Burkett

Louisa Davie

Brian Etherington

Michelle Flaherty

Eli Gedalof

William Kaplan

Paula Knopf

Pamela Picher

Larry Steinberg

APPENDIX C

ABQ COMPENSATION SCHEDULE

STIPENDS FOR INSTRUCTION OF ON-SITE & DISTANCE STUDY ABQ COURSES

WITHOUT RFR

	May 1, 2019		May 1, 2020		May 1, 2021	
STUDENTS	FULL COURSE	HALF COURSE	FULL COURSE	HALF COURSE	FULL COURSE	HALF COURSE
1	\$ 680	\$ 486	\$ 687	\$ 490	\$ 693	\$ 495
2	1,310	704	1,323	711	1,336	718
3	1,970	985	1,989	995	2,009	1,005
4	2,554	1,277	2,580	1,290	2,605	1,303
5	3,139	1,569	3,170	1,585	3,202	1,601
6	3,723	1,862	3,761	1,880	3,798	1,899
7	4,308	2,154	4,351	2,176	4,395	2,197
8	4,893	2,446	4,942	2,471	4,991	2,496
9	5,477	2,739	5,532	2,766	5,587	2,794
10	6,065	3,032	6,126	3,062	6,187	3,093
11	7,349	3,674	7,422	3,711	7,496	3,748
12	7,539	3,769	7,614	3,807	7,691	3,845
13	7,732	3,865	7,810	3,904	7,888	3,943
14	7,923	3,961	8,002	4,001	8,082	4,041
15	8,113	4,057	8,194	4,098	8,276	4,139
16	8,305	4,154	8,388	4,195	8,472	4,237
17	8,497	4,249	8,582	4,291	8,667	4,334
18	8,687	4,344	8,774	4,387	8,862	4,431
19	8,880	4,440	8,969	4,484	9,059	4,529
20	9,071	4,535	9,162	4,580	9,253	4,626
21	9,187	4,593	9,279	4,639	9,372	4,685
22	9,304	4,651	9,397	4,697	9,491	4,744
23	9,420	4,709	9,514	4,756	9,610	4,804
24	9,537	4,767	9,632	4,815	9,728	4,863
25	9,653	4,826	9,750	4,874	9,847	4,923
26	9,770	4,884	9,868	4,933	9,966	4,982
27	9,886	4,942	9,985	4,992	10,085	5,042
28	10,003	5,000	10,103	5,050	10,204	5,101
29	10,119	5,059	10,221	5,109	10,323	5,160
30	10,236	5,117	10,338	5,168	10,442	5,220
31	10,353	5,175	10,456	5,227	10,561	5,279
32	10,469	5,234	10,574	5,286	10,679	5,339
33	10,586	5,292	10,691	5,345	10,798	5,398
34	10,702	5,350	10,809	5,404	10,917	5,458
35	10,819	5,408	10,927	5,462	11,036	5,517
36	10,935	5,467	11,045	5,521	11,155	5,577
37	11,052	5,525	11,162	5,580	11,274	5,636
38	11,168	5,583	11,280	5,639	11,393	5,695
39	11,285	5,641	11,398	5,698	11,512	5,755
40	11,401	5,700	11,515	5,757	11,631	5,814

Once enrolments reach 20 students, the additional students (beyond 20) will be paid at \$116 per full course and \$58 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. All stipends exclude vacation pay. Vacation pay will be paid in accordance with the Employment Standards Act.

APPENDIX D

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

	May 1, 2019		May 1, 2020		May 1, 2021	
STUDENTS	FULL COURSE	HALF COURSE	FULL COURSE	HALF COURSE	FULL COURSE	HALF COURSE
1	\$ 699	\$ 495	\$ 706	\$ 500	\$ 713	\$ 505
2	1,349	724	1,362	731	1,376	738
3	2,028	1,014	2,048	1,024	2,069	1,034
4	2,632	1,316	2,658	1,329	2,685	1,342
5	3,236	1,618	3,268	1,634	3,301	1,650
6	3,840	1,920	3,878	1,939	3,917	1,959
7	4,444	2,222	4,488	2,244	4,533	2,267
8	5,048	2,524	5,099	2,549	5,150	2,575
9	5,652	2,826	5,709	2,854	5,766	2,883
10	6,259	3,129	6,322	3,160	6,385	3,192
11	7,569	3,785	7,645	3,822	7,721	3,861
12	7,780	3,889	7,858	3,928	7,936	3,968
13	7,993	3,995	8,073	4,035	8,153	4,076
14	8,202	4,101	8,284	4,142	8,367	4,184
15	8,413	4,207	8,497	4,249	8,582	4,292
16	8,625	4,314	8,711	4,357	8,798	4,401
17	8,836	4,419	8,924	4,463	9,013	4,508
18	9,045	4,524	9,136	4,569	9,227	4,615
19	9,259	4,629	9,352	4,676	9,445	4,723
20	9,472	4,734	9,566	4,782	9,662	4,830
21	9,588	4,793	9,684	4,841	9,781	4,889
22	9,705	4,851	9,802	4,899	9,990	4,948
23	9,821	4,909	9,919	4,958	10,019	5,008
24	9,938	4,967	10,037	5,017	10,138	5,067
25	10,054	5,026	10,155	5,076	10,256	5,127
26	10,171	5,084	10,273	5,135	10,375	5,186
27	10,287	5,142	10,390	5,194	10,494	5,246
28	10,404	5,201	10,508	5,253	10,613	5,305
29	10,521	5,259	10,626	5,311	10,732	5,364
30	10,637	5,317	10,743	5,370	10,851	5,424
31	10,754	5,375	10,861	5,429	10,970	5,483
32	10,870	5,434	10,979	5,488	11,089	5,543
33	10,987	5,492	11,097	5,547	11,207	5,602
34	11,103	5,550	11,214	5,606	11,326	5,662
35	11,220	5,608	11,332	5,664	11,445	5,721
36	11,336	5,667	11,450	5,723	11,564	5,781
37	11,453	5,725	11,567	5,782	11,683	5,840
38	11,569	5,783	11,685	5,841	11,802	5,899
39	11,686	5,841	11,803	5,900	11,921	5,959
40	11,802	5,900	11,920	5,959	12,040	6,018

Once enrolments reach 20 students, the additional students (beyond 20) will be paid at \$116 per full course and \$58 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. All stipends exclude vacation pay. Vacation pay will be paid in accordance with the Employment Standards Act.

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

	May 1, 2019	May 1, 2020	May 1, 2021
STUDENTS	STIPEND	STIPEND	STIPEND
1	\$ 918	\$ 927	\$ 936
2	918	927	936
3	918	927	936
4	918	927	936
5	918	927	936
6	1,054	1,064	1,075
7	1,190	1,202	1,214
8	1,326	1,339	1,352
9	1,462	1,476	1,491
10	1,598	1,614	1,630
11	2,068	2,088	2,109
12	2,231	2,253	2,276
13	2,392	2,416	2,440
14	2,553	2,579	2,604
15	2,716	2,743	2,771
16	2,879	2,907	2,936
17	3,042	3,072	3,103
18	3,202	3,234	3,266
19	3,364	3,398	3,432
20	3,526	3,562	3,597
21	3,688	3,725	3,763
22	3,853	3,891	3,930
23	4,013	4,053	4,093
24	4,175	4,217	4,259
25	4,338	4,382	4,425
26	4,499	4,544	4,590
27	4,663	4,710	4,757
28	4,825	4,873	4,922
29	4,986	5,036	5,086
30	5,149	5,201	5,253
31	5,207	5,259	5,312
32	5,266	5,318	5,371
33	5,324	5,377	5,431
34	5,382	5,436	5,490
35	5,440	5,495	5,550
36	5,499	5,554	5,609
37	5,557	5,613	5,669
38	5,615	5,671	5,728
39	5,673	5,730	5,788
40	5,732	5,789	5,847

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 \$58/student per half course.

All stipends exclude vacation pay. Vacation pay will be paid in accordance with the Employment Standards Act.

APPENDIX F

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

	May 1, 2019	May 1, 2020	May 1, 2021
STUDENTS	STIPEND	STIPEND	STIPEND
1	\$ 924	\$ 933	\$ 942
2	924	933	942
3	924	933	942
4	924	933	942
5	924	933	942
6	1,061	1,072	1,083
7	1,205	1,217	1,229
8	1,349	1,362	1,376
9	1,493	1,508	1,523
10	1,636	1,653	1,669
11	2,116	2,137	2,159
12	2,288	2,311	2,334
13	2,457	2,482	2,506
14	2,626	2,652	2,679
15	2,797	2,825	2,853
16	2,968	2,998	3,027
17	3,139	3,170	3,202
18	3,308	3,341	3,374
19	3,477	3,511	3,547
20	3,648	3,684	3,721
21	3,818	3,856	3,894
22	3,990	4,029	4,070
23	4,158	4,200	4,242
24	4,329	4,373	4,416
25	4,499	4,544	4,590
26	4,669	4,716	4,763
27	4,841	4,890	4,939
28	5,010	5,060	5,111
29	5,180	5,232	5,284
30	5,351	5,405	5,459
31	5,409	5,463	5,518
32	5,468	5,522	5,577
33	5,526	5,581	5,637
34	5,584	5,640	5,696
35	5,642	5,699	5,756
36	5,701	5,758	5,815
37	5,759	5,817	5,875
38	5,817	5,875	5,934
39	5,875	5,934	5,994
40	5,934	5,993	6,053

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 \$58/student per half course.

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

All stipends exclude vacation pay. Vacation pay will be paid in accordance with the Employment Standards Act.

APPENDIX G

LIST OF DESIGNATED SPECIAL COURSES

Special courses do not form part of the core curriculum for a degree in any discipline. 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 H

LETTER OF AGREEMENT

DEVELOPMENT OF THE ASSESSMENT OF THE TEACHING AND THE LEARNING ENVIRONMENT

The Employer and the Association shall establish a joint committee to examine Student Opinion Surveys (SOS) and the assessment of teaching and of the learning environment. The Committee shall review the current survey instrument and its use for both FASBU and CASBU Members. The Committee will also consider best practices in this area and may examine alternative options for the assessment of teaching.

The Committee shall be struck within ninety (90) days of ratification of the Collective Agreements. The Employer and the Association will each appoint four (4) representatives to comprise the eight (8) person Committee. The Committee will be jointly chaired by an Employer representative (chosen by the Employer) and an Association representative (chosen by the Association).

The Committee shall provide a written report with any recommendations to the Joint Committee for the Administration of the Agreements (JCAA) within twelve (12) months of the Committee being struck, unless the Employer and the Association agree to additional time.

During the period between ratification of the CASBU Collective Agreement and the implementation of changes, the language in Article 19 will apply for CASBU Members.

THIS COLLECTIVE AGREEMENT

SIGNED AT NORTH BAY,

this _____ day of February 2020.

NIPISSING UNIVERSITY

**NIPISSING UNIVERSITY FACULTY
ASSOCIATION**

Cheryl Sutton, Chief Negotiator

Rhiannon Don, Chief Negotiator

Jenny Mackie

Jane Barker

Carole Richardson

Joseph Boivin

Arja Vainio-Mattila

Natalya Brown

Corina Irwin

Dean Hay

Todd Horton

Laura Rossi