

This COLLECTIVE AGREEMENT

between

NIPISSING UNIVERSITY

(hereinafter called the University)

and

Contract Academic Staff Bargaining Unit

(hereinafter called CASBU)

The parties agree as follows:

May 1, 2003 - April 30, 2006

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ARTICLE 1: DEFINITIONS

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

ABQ Course designates an Additional Basic Qualifying course, given by the Faculty of Education, to teachers wishing to upgrade their initial certification so they can teach in more than two of the primary, junior, intermediate or senior divisions.

Academic Subunit designates a division, department, discipline or program.

Academic Unit designates a faculty headed by a Dean who is outside the Bargaining Unit.

Bilateral/Parity describes committees created by the parties pursuant to the Collective Agreement which contain equal numbers of representatives of each of the parties.

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

Canadian designates a citizen, a legally resident, landed-immigrant, or those legally resident in Canada pursuant to a Ministerial permit.

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

CASBU Officer is a CASBU Member as defined in Article 3.2 elected each year for a year's term, to act as a liaison among the CASBU bargaining unit, the NUFA bargaining unit, 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.

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.

Department or Discipline designates an academic sub-unit, including a Division in the Faculty of Education.

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, Sept.1 to April 30.

Immediate Family designates spouse, sibling, parent, or child.

Lab Instructor is a member hired for 35 hours per week of laboratory related duties.

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

Month designates twenty-two (22) working days.

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

NUFA: Nipissing University Faculty Association designates the exclusive bargaining agent of CASBU.

OCUFA designates the Ontario Confederation of University Faculty Associations.

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

Part-time Member designates a Member whose limited-term contract(s) are per-course only.

Personnel File/Dossier designates all files containing evaluative materials concerning Members.

President designates the chief executive officer of the University.

Secondment is a temporary assignment by the employer of an employee to perform duties in an academic unit or sub-unit other than the employee's own unit.

Seminar Leader is a member hired for 35 hours per week of seminar-related duties.

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

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

Service Course Instructor is a Member hired to teach a minimum of 12 hours per week of courses listed in Appendix D.

Spouse designates a husband or wife in law or in common law and shall include a same-sex common law partner of a Member (with whom the member has continuously cohabited in a spousal relationship, for a least one year if neither party is married to any other person). A Member can designate only one spouse at any given time.

Total Compensation designates salary inclusive of pay, vacation pay and pension and group benefits, if applicable.

Vice-President Academic and Research designates the senior officer of the University appointed in accordance with procedures laid down for the governance of the University by the Board of Governors.

ARTICLE 2: PREAMBLE

The parties recognize that the goal of the University is the attainment of the highest possible standards of academic excellence in the pursuit and dissemination of knowledge. The parties agree to cooperate in the promotion and enhancement of the University and to encourage a climate of freedom, responsibility and mutual respect. It is the purpose of this Collective Agreement to foster and continue the existing harmonious relations within the University community and to provide an amicable means for settling differences which may arise from time to time between the University and the Members in the Bargaining Unit. This collective agreement recognizes the value of CASBU Members to the overall well being of the University.

ARTICLE 3: DEFINITION OF THE UNIT

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

ARTICLE 4: RECOGNITION

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

ARTICLE 5: RIGHTS AND PRIVILEGES OF CASBU

- 5.1** CASBU shall have the right to have the CASBU Officer or designate present at meetings of the membership called by the Employer or the agent of the Employer at which matters pertinent to this collective agreement are discussed and to make representations at such meetings.
- 5.2** NUFA shall have the right at any time to call upon the assistance of representatives of CAUT, OCUFA, or other similar bodies. Such representatives shall have reasonable access to Nipissing University premises to consult with Members of either bargaining unit and/or the Employer.
- 5.3** Nipissing University agrees to provide without charge to CASBU a shared office with NUFA for conducting its affairs, including the usual office furniture and computer.
- 5.4** Remuneration for the CASBU Officer shall be the amount of the base three-credit course stipend as stipulated in Article 21.1, divided equally between the University and NUFA, paid over a seven-month period, October-April, added to the Member's monthly cheque. During October each year, NUFA shall pay the University its half of this amount. Duties of the CASBU Officer are listed in Appendix G.

ARTICLE 6: DUES CHECK-OFF

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

6.2 Dues Remittance

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

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

ARTICLE 7: ACADEMIC FREEDOM

- 7.1 (a)** Both parties subscribe to the principle of academic freedom which encourages the search for knowledge and its free exposition. Members are not required to engage in scholarly activities other than as necessary for the performance of their teaching duties.
- (b)** Notwithstanding the above, Members have the right to examine, question, teach, learn, investigate, speculate, comment, publish, and criticize, without deference to prescribed doctrines. Academic freedom makes possible commitment that may result in strong statements of beliefs and positions and protects the Member against any University penalty for exercising that freedom. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 7.2** Members shall have the right to disseminate opinions on questions related to their own academic interests and professional activities both within and without the classroom provided that the students' human rights are respected and that within the classroom this does not interfere with students' opportunity to acquire the knowledge and skills established for the course being taught.

DISCRIMINATION

With the Ontario Human Rights Code there shall not be any employment practiced by or on behalf of the University, or of CASBU, with respect to any of the prohibited grounds set in the Rights Code. There shall be no discrimination, harassment, interference, restraint, coercion, practiced by or on behalf of the University or by or on behalf of the Union, with respect to membership in CASBU.

It is agreed that there shall be no discrimination by the employer in that a Member prefers to teach fewer courses than are offered to the Member who has earned the right of first refusal shall lose that right after two successive refusals.

A Member shall not accept remuneration for pursuit of activities beyond the University without prejudice to the Member's university position as long as such activities do not interfere with the Member's duties for the University.

Seminar Leaders and Service Course Instructors shall not be penalized by the employer if they prefer not to teach more than the maximum number of teaching hours per week as outlined in Article 17.

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

- 9.1** The Parties agree to establish a Joint Committee for the Administration of this Agreement (JCAA) within fourteen (14) days of the signing of the ratification of this Collective Agreement of two (2) representatives of the employer and one alternate and two (2) representatives of NUFA, one (1) of whom shall be the CASBU officer and one (1) alternate.
- 9.2** The Joint Committee shall not have the power to add or modify in any way the terms of this Collective Agreement, but shall function in an advisory capacity to the Association and/or Employer with the general aim of ensuring that this Collective Agreement is administered in a spirit of co-operation and mutual respect, and shall seek the timely correction of conditions which may give rise to misunderstandings.
- 9.3** In the event that any dispute over the interpretation of this Collective Agreement cannot be resolved by the JCAA, the parties hereto further agree to present such dispute to a three-person panel subject to the following terms:
- a)** upon the failure of negotiations at JCAA, either party may deliver a notice requesting that the dispute be submitted to the panel;
 - b)** within 14 days of receiving such notice, the President of the University and a CASBU Member who is not a member of the JCAA as defined in 9.1 and who is appointed by the CASBU Officer, shall jointly select a third party to chair the panel, which shall then be made up of the University President, the CASBU appointee and the selected Chair.
 - c)** the panel shall determine its own procedure with the agreement of the parties, acting reasonably;
 - d)** the parties agree to the timely exchange of information and documents to facilitate the presentation with such exchange to occur not less than 7 days before the commencement of the presentation;
 - e)** the representation of each party attending at the presentation shall have full authority to make the presentation and the dispute;

- f)** the presentation and any negotiations that flow from it is on a without prejudice basis and neither the contents nor the fact of such presentation shall be subsequently raised against either party;
- g)** the presentation to the panel shall be commenced within 14 days of the selection of the third party;
- h)** if resolution of the dispute is not achieved at the presentation, the panel shall deliver a report within 14 days of completion of the presentation to the panel;
- i)** the JCAA will bring to arbitration any dispute over the interpretation of this Collective Agreement that cannot be resolved at the panel presentation;
- j)** in exceptional circumstances, the time periods may be extended with the agreement of the parties.

ARTICLE 10: CORRESPONDENCE AND INFORMATION

10.1 Correspondence

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

10.2 Information

On or about November 20 and March 20 of each year, the Employer shall make available to the CASBU Officer, the name, current address, status (part-time Instructor, Lab Instructor, Seminar Leader or Service Course Instructor), salary, beginning and terminal dates of contract(s), and amount of dues deducted of each Member.

10.3 Information for Contract Administration and Collective Bargaining

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.

10.4 Information from CASBU

CASBU agrees to provide the Employer with the following information:

- (a) an up-to-date copy of the Constitution and Bylaws of NUFA and amendments thereto;
- (b) the name of the CASBU Officer within 30 days of his/her election;
- (c) the names of their NUFA bargaining representatives.

ARTICLE 11: COPIES OF THE AGREEMENT

- 11.1** Upon ratification by the parties of the Collective Agreement, the Employer shall prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and CASBU or their designate. Each party shall receive (3) three official copies.
- 11.2** The Employer shall as soon as possible, and in any event within sixty (60) days after the signing of this Agreement, provide to CASBU for distribution to its members thirty (30) paper copies and one (1) copy on the University website.
- 11.3** The Employer will notify new Members that a copy of the agreement is available on the university web site.

ARTICLE 12: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

12.1 Working Environment

All working conditions will be as negotiated in this agreement.

12.2 Accommodations

The University will provide, to the best of its ability, shared office space for Members.

12.3 Address Lists

Both parties agree that internal telephone directories for North Bay shall be regularly updated to include all Members covered in this Agreement.

12.4 Department and Faculty Meetings

- (a) The University agrees with NUFA and CASBU that Members shall be invited to their Department/Division meetings. Members shall be excused from portions of meetings that deal with staffing issues.
- (b) CASBU Members of a Department or Division shall elect one voting member in their Department or Division.
- (c) CASBU Members shall be invited to the open portion of Faculty Council meetings and excluded from closed in camera sessions. CASBU Members will not be invited to Faculty Council meetings where the Dean deems an agenda item to present a conflict of interest between Members and proposed Faculty policy. The decision of the Dean is not grievable.

12.5 Travel and Accommodation

- (a) The Employer agrees that a Member teaching Nipissing University courses shall 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 50 kilometres (one way) from the course location.

All expenses must be pre-approved by the Dean or Associate Dean and the decision is not grievable.

ARTICLE 13: MANAGEMENT RIGHTS

- 13.1** CASBU acknowledges that the Employer has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of 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 shall neither attempt to circumvent the provisions of this Agreement, nor act in a manner inconsistent with the terms and conditions of employment set out herein.

ARTICLE 14: ACCESS TO PERSONNEL FILES

- 14.1** A Member shall have the right to examine all of his/her personnel files during normal business hours, provided that any confidential letters of recommendation solicited shall be held confidential except as provided for in this article. At any time, however, Members may request and shall obtain the names of the authors of all confidential letters or assessments held in their personnel files.
- 14.2** Members shall have the right to have all their files supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, Members shall have the right to provide additional material for inclusion in their personnel files.
- 14.3** (a) No anonymous material shall be kept by the Employer concerning any Member. Any such anonymous material contained in the files at the time of ratification of this Agreement shall be destroyed by the Employer. Nevertheless, anonymous material, if maintained contrary to this policy, shall not be submitted as evidence in any subsequent proceeding involving any Member. If introduced, such material shall be sufficient in and of itself to invalidate the deliberation, action, or proceedings. Statistical information gathered pursuant to Article 23 shall not be considered anonymous material. Non-statistical information gathered pursuant to Article 23, however, shall not be exempt from the provisions of this article.
- (b) Where the Employer places a signed complaint in a Member's file from any source:
- (i) the Member shall be promptly advised of the substance of the complaint;
 - (ii) the Member shall be given an opportunity to place a comment or rebuttal on the file;
 - (iii) the Employer may only use the complaint in a career decision if the students' names are disclosed to the Member;
 - (iv) if the author is a student and does not consent to the disclosure of his/her name, then upon completion of final grade reports the document, along with the Member's rebuttal, shall be removed from the file and destroyed;

- (v) if the students' names are disclosed, the Member shall, at that time, be given an opportunity to place a further comment or rebuttal on the file.
 - (c) When written student comments are retained, copies shall be placed in the Member's file and a copy forwarded to the Member.
- 14.4** Personnel files of Members shall be kept only by the appropriate Dean. The files maintained in the Human Resources Office are deemed for the purposes of this Article not to be personnel files and shall not form part of any dossier for purposes of subsequent contracts.
- 14.5** When confidential material is to be used by the Employer in the course of proceedings to resolve a grievance and an arbitrator is used, he/she shall have access to all confidential material. Where in the opinion of the arbitrator the identity of the author is central to the resolution of the difference, the arbitrator shall be supplied with the material and may make use of it as is essential to his/her decision, having due regard to its confidentiality.
- 14.6** If a document is placed in a Member's file contrary to the provisions of this Collective Agreement, the Member may challenge its inclusion in his/her file. The Member has the right to include in the file at any time additional material which is not anonymous including his/her written comments on the accuracy or meaning of any contents of his/her file.
- 14.7** None of the contents of the Members' file shall be made available to any person or institution outside of Nipissing University, except at the written request of the Member or as part of established assessment procedures. If the University is compelled by law or regulation to release information in a Member's file, the details of the release shall immediately be conveyed in writing to the Member.
- 14.8** It is the responsibility of all Members to update their CVs in their personnel files prior to the signing of a new contract.

APPOINTMENTS

Qualifications

The academic qualifications of candidates for any new vacancy within the Bargaining Unit, the Dean or designate shall consider academic and professional credentials, teaching and teaching performance; and academic and professional standing in the relevant academic unit.

Appointments under this Collective Agreement shall be made in one of the following categories:

Professor
Associate Professor/Seminar Leader
Service Course Instructor

Appointments shall be signed by the Dean or designate in consultation with the Department or Division Chairs.

Appointments of Lab Instructors/Seminar Leaders, and Service Course Instructors shall be for any period up to three (3) years, at the discretion of the Dean or designate after consultation with the Member's Department or Division Chair. Appointments of more than ten (10) months shall normally be made with a minimum two-month lay-off in the summer months.

Appointments are for specific periods of time. There is no guarantee of continuation beyond the stated term.

Appointments of Part-time Instructors, Lab Instructors/Seminar Leaders and Service Course Instructors will normally be made by the Dean or designate in consultation with the Department/Division Chair.

Letter of appointment/contract for Part-time Instructors: The successful candidate shall receive a letter of appointment/contract from the Dean or designate specifying the precise terms of appointment, including:

The department or division, if applicable, to which the appointment is made;

- (ii) The Stipend or compensation schedule;
 - (iii) Term of appointment with beginning and terminal dates;
 - (iv) A statement that the appointment is subject to the terms of this Agreement.
- (b) Letter of Appointment for Lab Instructors/Seminar Leaders and Service Course Instructors: The successful candidate shall receive a letter of appointment in duplicate from the Dean or designate specifying the precise terms of appointment, including:
- (i) The department, if applicable, to which the appointment is made;
 - (ii) The salary as determined in Appendix B;
 - (iii) Term of appointment with beginning and terminal dates;
 - (iv) A statement that the appointment is subject to the terms of this Agreement.

15.8 All Members appointed under this agreement shall be made at the rank of Instructor. Members who are retired full time faculty shall continue to carry the title (in name only) which they held before retirement: (Professor, Associate Professor, Assistant Professor, Lecturer)

15.9 Right of First Refusal for Part-time Instructors

- (a) Both parties agree that Members shall be eligible to apply for the right of first refusal to teach a course, after teaching that same course three times within seventy-two months not necessarily consecutively. Members shall be eligible to apply for the right of first refusal thirty-six months after their first appointment to teach the course, as long as they have taught the course a minimum of three times including the last time it was offered. The right of first refusal is provided for a specified course at a specified site. This right is contingent upon, and its maintenance rests upon, a demonstrated record of continued successful teaching, collegiality, professionalism and recent and relevant experience in the area of study as determined by the Member's Right of First Refusal Committee (RFRC).
- (b) There shall be two standing RFRC Committees, one for Arts and Science and one for Education. Each RFRC will consist of two full-

time faculty members, who shall be elected by Faculty Council, the CASBU Officer or his/her delegate, and shall be chaired by the Associate Dean from the relevant faculty. The RFRCs shall develop their own guidelines and procedures which shall be made available to all Members. The RFRCs will make recommendations to their respective Deans and the Dean's decision shall be final.

- (c) The RFRCs will meet on an annual basis to assess the performance of new applicants for the right of first refusal. In addition, at the request of the Dean or Department Chair the RFRC will review a Member who has obtained the right of first refusal.
- (d) Members will begin counting courses for the right of first refusal from May 1, 2001.
- (e) When a course is replaced by a renamed, renumbered or revised version of what is essentially the same course, to which the Member has achieved right of refusal status, then the Member shall continue to claim right of first refusal to such a new course.
- (f) The full-time Members of NUFA have the right of first refusal for all courses as per Article 23(3)i in the full-time agreement.
- (g) Courses not assigned to full-time Faculty Members shall be first offered to individuals holding the right of first refusal under this agreement.
- (h) The Member who has earned the right of first refusal shall lose that right after two successive refusals.

15.10 Postings of courses available to Members will normally be placed on the University's website page, no later than March 1 for the following Spring, Summer and May 1, for the Fall/Winter terms.

15.11 An informational letter from CASBU shall be included with the letter of appointment/contracts to all Members.

15.12 A Member may be offered a new contract without the requirement for external search and competition.

15.13 Fraudulent or misleading information in CVs submitted by Members, or potential members, shall be grounds for non-appointment or non-reappointment.

ARTICLE 16: LEAVES, AUTHORIZED ABSENCES AND AVAILABILITY

16.1 Emergency Leave

The Ontario Employment Standards Act, 2000 S.O. 2000, c.41 as amended by S.O. 2001, c.9, Sched.I s. 1 provides specific rights and responsibilities with respect to Emergency Leaves. These provisions will apply to Members of CASBU.

16.2 Statutory Holidays

Members are entitled to statutory holidays observed by the University that occur during the term of their contract.

16.3 Maternity, Adoption/Child Care Leave/Parental Leave for Natural Parents

The Ontario Employment Standards Act provides specific rights and responsibilities with respect to leaves related to family responsibilities. These provisions will apply to Members of CASBU.

16.4 A Service Course Instructor or a Lab Instructor/Seminar Leader, who has been given a contract for more than one year, may apply for an unpaid leave of absence, for a maximum period of two years, subject to the approval of the Dean in consultation with the Member's Department or Division Chair. The decision of the Dean is not grievable.

ARTICLE 17: ACADEMIC WORKLOAD

17.1 Teaching workload of Members

- (a)** A part-time Member shall be allowed to teach up to 12 credits during Fall/Winter term.
 - (b)** The supervision of individualized studies courses is not considered part of the normal 12 credits teaching load. Supervision of individualized courses shall carry with it a stipend.
- 17.2** A Part-Time Instructor shall not normally be hired to teach more than two (2) full courses per fall/winter term, it being understood that if an urgent need causes the hiring of the Part-Time Instructor for a third full course in the same fall/winter term, in the following two (2) fall/winter terms no urgency or exception shall be recognized as a basis for hiring that Part-Time Instructor to teach more than two (2) full courses in those fall/winter terms. When a person is hired to teach eighteen (18) or more credits he/she shall be given a limited term contract, except in the circumstances outlined above.
- 17.3** The normal fall/winter teaching workload for Lab Instructors/Seminar Leaders shall be up to fourteen hours of lab instruction per week. Overload payments shall be in effect for any fall/winter teaching in excess of 14 hours per week.
- 17.4** The duties of the Lab Instructor/Seminar Leader shall include some, or all of the following duties to a maximum of 35 hours per week.
 - (a)** In class laboratory instruction/lecture and other lab duties, lab supervision and/or laboratory assistance for students.
 - (b)** Any other duties as assigned by the Dean or designate in consultation with the Department Chair.

17.5 (a) Service Course Instructor teaching loads are normally restricted to courses listed in Appendix D

(b) Teaching load for Service Course Instructors will normally be 12 hours of instruction per week.

17.6 Members may apply to their Chair for marking assistance. The decision of the Chair is final and non grievable.

ARTICLE 18: RIGHTS AND RESPONSIBILITIES

All Members shall have the following rights and responsibilities:

- (a)** Subject to the provisions of this article, Members shall have the right and responsibility to organize and structure classroom and laboratory activities within the limits set by curriculum requirements, where applicable, and available facilities and to adopt reasonable means to maintain a learning environment which is both productive and orderly.
- (b)** Members shall teach conscientiously and competently the course(s) assigned to them, in accordance with the University calendar descriptions and existing course outlines, if applicable.
- (c)** Members shall work in co-operation with course co-ordinators where applicable.
- (d)** Members shall deal ethically and fairly with students, foster a free exchange of ideas, avoid discrimination, respect the principles of confidentiality in a manner consistent with their instructional role, and provide their students with information in the course outline regarding their instructional and evaluation methods, as well as how they may be contacted.
- (e)** Members shall be conscientious in the preparation and organization of subject matter and in the revision of that subject matter to reflect changes in the field.
- (f)** Members shall not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases shall make every effort to have their respective Dean and students notified. In other circumstances, subject to the approval of the Dean, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed shall be re-scheduled if possible with adequate notice to the students.
- (g)** Members shall comply with established procedures and deadlines for providing course outlines and for reporting and reviewing the grades of their students, and with other reasonable 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

grading supplemental examinations as

ments and the office of the Dean of the times
which they will be available for consultation.
ed in the course syllabus.

er topics according to the Calendar
quirements, if applicable, to remain up to date
line, treat students fairly and ethically, and
les fair, reasoned and fact-based arguments
accommodate the expression of differing

peak extramurally, Members shall not create
are speaking in a professional capacity or as
purport to speak on behalf of the University
ard, the President, the Member's Dean or

ARTICLE 19: STUDENT EVALUATIONS OF TEACHING

- 19.1** (a) The primary purpose of any teaching evaluation is to provide feedback for self-development, and thus promote excellence in teaching.
- (b) Teaching effectiveness may be evaluated by student questionnaires, so long as such evaluations are in accord with the regulations below and with other provisions of this Collective Agreement.
- (c) Student Teaching Evaluations will be supervised by individual Faculties and all originals shall be returned to the instructor and only summaries which conform to the provisions of this Article may be used for any other purpose.

19.2 Student Evaluations

- (a) Student evaluations shall be obtained through questionnaires, administered in such a way as to afford all the students in a given course or class a reasonable chance to respond. Such questionnaires shall be designed to assess the Member's overall effectiveness as a teacher, the wording of which shall be determined by Senate. Any questionnaire used for the purposes of this Article must be approved by the JCAA.
- (b) With each questionnaire a separate sheet of paper shall be provided for students to make detailed written comments. The sole purpose of these comments is to assist the Member in evaluating all aspects of the course. These comments shall be returned unexamined to the Member in accordance with (d) below.
- (c) Up to twenty (20) minutes of scheduled class time, in the last two (2) weeks of a course shall be used to fill out the questionnaires. For those courses where it is the Member's responsibility to arrange distribution to the students, it is the responsibility of the Dean's office to ensure that the questionnaires are in the hands of the Members before the beginning of the second-to-last week of teaching. The Member shall not be present while the questionnaires are being filled out. No questionnaire shall contain any indication of the identity of the student filling it out. After questionnaires have been completed, they shall be placed in a sealed envelope, which shall not be opened

until final grades of the course have been approved by the appropriate Dean.

- (d) The responses to student questionnaires shall be opened and aggregated in such a way as to present a fair and accurate picture of the opinions of the respondents.
 - (e) Numerical data derived from student questionnaires which is forwarded to each Member shall include the mean, standard deviation, frequency distribution and number of eligible respondents. A covering sheet shall also be provided explaining the meaning of each of these terms.
 - (f) Before numerical data derived from student questionnaires are used, they shall be presented to the Member concerned, complete, in accord with the provisions of this Article and in written form, sufficiently in advance of their being used for any purpose, to allow the Member to respond to them in writing.
- 19.3 (a)** Subject to the provisions of Article 19.2, student evaluations of teaching effectiveness which meet the requirements of this Article shall be made available and shall be used in evaluation of a Member for the purposes of recruitment, reappointment and all matters relating to Article 15. Teaching evaluation questionnaires may be made available with the Member's permission to full time faculty within the members teaching department/division at Nipissing University for the purpose of advising the Dean on recruitment or reappointment of such member. Should a member have responded to his or her scores in writing as outlined in 19.2(f), copies of such written response shall also be forwarded to the full-time faculty indicated in this article.
- (b)** Student evaluations of teaching may be used for purposes other than those expressly defined in this agreement, only with the permission of the Member.
- 19.4** Student teaching evaluations shall be conducted in all courses.

ARTICLE 20: COMPLAINTS, GRIEVANCES, AND ARBITRATIONS

- 20.1** CASBU and the Employer recognize that NUFA shall represent CASBU Members in all matters of complaints, grievances and arbitration.
- 20.2** The parties agree that they will use their best efforts to encourage informal, amicable and prompt settlement of complaints and grievances arising from the interpretation, application, administration, or alleged violation(s) of this Agreement. However, the parties recognize that one of the corner-stones of collective bargaining is a viable grievance procedure allowing for a prompt and fair hearing of matters arising from the interpretation, application or administration or alleged violation(s) of the Agreement. Except as otherwise provided in this Agreement, the procedures outlined below shall be the sole method for the resolution of complaints or grievances arising from the interpretation, application, administration or alleged violation(s) of this Agreement. There shall be no discrimination, harassment, or coercion of any kind by either party or their agents against any person who elects to avail or not to avail him/herself of these procedures.
- 20.3** (a) NUFA and the Employer shall have the right to be present at all steps of the complaint and grievance procedure. Notwithstanding the preceding, however, only NUFA and the Employer shall have the right to proceed with grievances pursuant to Article 20.7.
- (b) The parties shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article.
- 20.4** All communications required by this Article to be in writing shall be circulated or delivered by internal mail or, when appropriate, by Canada Post Office registered mail, with acknowledgment of receipt.
- 20.5** **Definitions**
- (a)Grievance: A grievance is a claim by a Member or a group of Members, by NUFA, or by the Employer that there has been a violation, misapplication or misinterpretation of the terms of this Collective Agreement.
- (b)Member Grievance: A Member grievance is a claim by a Member, who is solely affected, that the terms and conditions of this agreement have been violated, misapplied or misinterpreted.

(c) NUFA Grievance: A NUFA grievance is one involving more than one Member or involving bargaining unit or NUFA rights, or any dispute arising directly between the Employer and NUFA concerning the interpretation, application, or alleged violation of this Collective Agreement.

(d) University Grievance: A University grievance is one in which the Employer believes that NUFA has violated, misinterpreted or improperly applied the terms and conditions of this Collective Agreement.

20.6 Grievance Mediation

The parties agree that they will, through the JCAA, establish, from time to time, a Grievance Mediation List composed of persons agreed to by the Employer and NUFA. The terms of reference for a Grievance Mediator shall be specified by the JCAA. Notwithstanding the preceding, the parties agree that the main functions are:

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

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

20.7 Member Grievances

(a) Stage 1

It is understood and expected that a Member will discuss with his/her Dean any matter relating to an alleged grievance. The Dean shall notify the Vice-President Academic of the University and NUFA of any complaint giving rise to such a discussion. This discussion is to be informal in nature and directed at improving communication and solving problems. The Dean shall notify the Vice-President Academic of the University and the President of NUFA of the result of this discussion. Any settlement at this level shall not prejudice the position of the Member or NUFA in dealing with other grievances of a similar nature.

(b) Stage 2

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

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

The Member shall sign the grievance and shall ensure its transmittal to his/her Dean. Alternatively, the Member may request a NUFA representative to present the signed grievance form to the Dean on

working days from the date
render a decision in writing.

Grievance, NUFA or the
pursuant to Article 20.6
receipt of the Stage 2
shall include a copy of the
opinion of the Dean and a
letter with the decision. Within
10 days, the Mediator shall call
the Employer. The NUFA
representative of the Member.

Efforts to resolve the alleged
dispute for a period not to exceed
30 days and the Mediator
shall attempt to resolve the

dispute to resolve the grievance are
within 10 working days of the
mediator, submit the matter to
the Employer in writing of such

as outlined under Article
20.7 on the Employer and
alleged violation of the
contracting a NUFA grievance
do so on or before the
expiration of Article 20.7.

20.9 University Grievance

In a dispute arising directly between the Employer and NUFA concerning the interpretation, application or alleged violation of the collective agreement in which the Employer is the grievor, the Employer may elect to bring a University grievance directly before a Mediator and, in such an event, shall do so on or before the last day as provided for under the provisions of Article 20.7.

20.10 Failure to Respond

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

(c) Abandonment

A grievor may, by written notice to the appropriate Dean, abandon a grievance at any time during the grievance process. If the grievance has been presented with the support of NUFA, the Employer shall notify NUFA that the Member has abandoned the grievance. The abandonment of a grievance shall not prejudice the position of NUFA in dealing with grievances of a similar nature.

20.11 Arbitration

In the event that the efforts of the Mediator do not resolve the grievance, NUFA or the Employer as appropriate may serve notice within ten (10) working days of receipt of the Committee's decision that it intends to proceed to arbitration. NUFA or Employer shall have the right to carry grievances as described in Article 20.8 or 20.9 to arbitration.

20.12 Appointment of Arbitrator

The parties hereby authorize and appoint the persons listed in Appendix C to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. The arbitrators shall be requested to serve singly according to the order in which they are listed in Appendix C. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed three (3) months, the next arbitrator in order shall be selected and so on until one of the arbitrators is available. For the next arbitration thereafter, the arbitrator who was listed after the arbitrator last selected shall be next in line. By mutual consent, however, any listed arbitrator may be selected out of turn. If in the event that none of the arbitrators is available within a reasonable time, but in any case not to exceed three (3) months, an arbitrator outside the panel shall be selected by mutual agreement. If such agreement cannot be reached within twenty-two (22) working days the parties agree to request the Ministry of Labour for authority to appoint an arbitrator in accordance with the provisions of Section 44(4) of the Ontario Labour Relations Act. It is agreed, however, that any of the names may be stricken from the list during periods when no arbitrations are pending by either party on one (1) month's written notice, provided that the parties agree to replace those names stricken from the list within one (1) month following such notice. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in process.

20.13 Limits on Arbitration

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

20.14 Expenses

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

20.15 Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by the consent in writing of both parties, such consent to be signed by the Vice-President Academic or designate on behalf of the University and by the President of NUFA on behalf of NUFA.

ARTICLE 21: FINANCIAL COMPENSATION

- 21.1** Part-time Instructors will be paid \$4,233 per three credit course as of May 1, 2003.
- 21.2** Part-time Instructors will be paid \$4,318 per three credit course as of May 1, 2004.
- 21.3** Part-time Instructors will be paid \$4,447 per three credit course as of May 1, 2005.
- 21.4** A Part-time Instructor shall earn an additional \$200 per three credit course upon achieving the right of first refusal or the teaching of 24 credits from the date specified in 15.9 (d). This article does not apply to Service Course Instructors. The 24 credits must be in the same course and is site specific. The \$200 will be prorated for low enrolment courses.
- 21.5** A Part-time Graduate Instructor will earn \$5,100 per three credit course as of May 1, 2003.
- 21.6** A Part-time Graduate Instructor will earn \$5,151 per three credit course as of May 1, 2004.
- 21.7** A Part-time Graduate Instructor will earn \$5,203 per three credit course as of May 1, 2005.
- 21.8** A Lab Instructor/Seminar Leader or Service Course Instructor will be paid as per Appendix B adjusted by the same economic increase received by full-time NUFA Member
- 21.9** An ABQ Instructor will be paid as per Appendix E.
- 21.10** A CCBE Instructor will be paid as per Appendix F.
- 21.11** Lab Instructors/Seminar Leaders and Service Course Instructors with a contract duration of eight or more months shall be entitled to group benefits on the same basis as full-time faculty and sessional appointees. They shall also be eligible to join the pension plan on the same basis as full-time faculty.
- 21.12** The University will keep the Member informed regarding the number of course registrations. There is no compensation for a cancelled course unless it is

cancelled within two (2) weeks of the start date. Compensation will be paid at the rate of 0.25 of a three (3) credit course stipend if cancelled within two (2) weeks of the start date. ABQ courses cancelled within two (2) weeks of the start date will be paid at the rate of a half course stipend for two (2) students. Cancellation of courses is not disciplinary and therefore, not grievable.

ARTICLE 22: PATENTS AND COPYRIGHT

- 22.1** (a) The Employer shall hold the patent rights for any invention, improvement, design or development produced in the course of the Member's employment or with the use of University facilities, support or technical personnel or services.
- (b) The Member shall give notice to the Employer of any patent application in which the Member has an interest.
- (c) Within ninety (90) days of complete disclosure and warranting by the Member, the Employer shall advise the Member of its intent to apply for a patent. Such application is at the Employer's expense, and the Member shall cooperate fully in making the application.
- (d) Members shall receive half of any net proceeds of exploitation derived from the commercialization of patents which they have assigned to the University.
- (e) If the Employer does not elect to apply for a patent, it shall notify the Member within the same time period as in Article 22.4, and all rights shall revert to the Member, except that the Member shall be deemed to have granted the Employer a royalty-free, irrevocable and non-transferable licence to use the invention, improvement, design or development for University purposes.
- (f) The Employer shall use at least sixty (60%) of its share of any net proceeds of exploitation derived from inventions to support research and scholarly activities.
- 22.2** The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by a Member without the use of the University's funds, facilities or support or technical personnel, or not in the course of the Member's employment. Such inventions and patents arising therefrom shall be the sole property of the Member who is the inventor.
- 22.3** Where a Member is a party to a University-administered research contract and an invention is made by the Member in the course of research supported by

that contract which has explicit provisions for patents and revenue sharing from such patents, the provisions of that contract take precedence over this Agreement.

- 22.4** The Employer shall not enter into any agreement with a third party which alters the patent rights of Members stated in this Article without their written consent.
- 22.5** The copyright on all literary work, dramatic works, musical works, artistic works, computer programs or other forms of intellectual property produced or created by Members is vested in the Members who created the works. The benefits that may accrue to Members may be limited only by the terms of external contracts and licensing agreements.
- 22.6** The Employer shall make no claim to the proceeds of publication for which it has provided no more than normal academic facilities, including research grants.
- 22.7** Whenever a publication subsidy is made, the Employer shall stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication thus supported; and if it does not, it shall be deemed to have waived any claim to royalties or other income.
- 22.8** Not less than sixty (60%) of any funds which accrue to the Employer for royalties from copyrights in which it participates shall be used to support research and publication.
- 22.9 Sponsored/Contracted Research with Copyright Ownership Provisions**
- (a) Article 22.5 does not apply to any copyright resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any copyrights be assigned to it.
 - (b) Where the employer specifically commissions the preparation of a particular work relating to the operations or functions of the University, the employer may enter into a contract with a member the terms of

which give the employer sole or part ownership in the copyright of any such work. The employer shall provide the Association with a copy of any such contract one (1) week prior to its execution.

22.10 General Provisions

- (a) The employer shall retain a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to the use, solely for employer's internal use, of any audio-visual recorded instructional materials, including related printed materials which are prepared or developed by an employee in the course of his/her University employment and which are produced with the assistance of direct University funding or with the use of University production facilities free of charge or at rates substantially lower than those of the local commercial establishments provided the employee signs a written agreement to that effect. Audio-visual recorded materials shall include films, filmstrips, film loops, tape/slide programs, series of overhead transparencies, videotape or television programs, audiotapes, audio or video cassettes, together with any secondary print materials which form an integral part of the production.
- (b) The employer shall retain a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to the use, solely for the employer's internal use, of any computer program developed in the course of the normal administrative duties of the member or any program developed in relation to the storage and use of university data and records or any program developed for use in the degree programs of the University.
- (c) No employee shall claim any copyright in any assessment, grading, report or correspondence produced pursuant to his/her normal administrative duties within the University.

ARTICLE 23: HEALTH, SAFETY, SECURITY AND PRIVACY

23.1 The Employer recognizes a responsibility to provide an environment intended to protect the health, safety and security of Members as they carry out their responsibilities. To that end, the Employer agrees:

- (a) to maintain a committee on environmental health and safety with broad representation drawn from all sectors of the University, including at least one (1) person appointed by NUFA;
- (b) to cooperate with CASBU in making every reasonable provision for the safety, health and security of Members;
- (c) to take reasonable measures to maintain the security of the buildings and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.
- (d) to ensure that CASBU has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety or security of Members as they carry out their responsibilities; and
- (e) to comply with the Occupational Health and Safety Act, S.O. 1980, as amended from time to time.

23.2 The Parties agree that Members have a right to privacy in their personal communications whether on paper or in electronic form and they undertake to respect that right to the fullest extent possible. However, the Parties agree that all personal communications must adhere to the Personal Harassment and Discrimination Policy and Nipissing University Acceptable Use Policy.

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

- 24.1** In the event of an amalgamation, consolidation, or merger of Nipissing University or any of its constituent units or subunits with any institution(s), employees eligible for membership in CASBU by virtue of meeting the definition of bargaining unit members, and who are not members of another bargaining unit with a current Collective Agreement in force shall, 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 shall immediately apply to all such persons, unless the terms and conditions of this Collective Agreement are found by the parties to be inappropriate for such employees, in whole or in part. In that event, the parties agree to commence negotiations for new terms and conditions of employment for the employees of such new units or subunits immediately.
- 24.2** In the event of an expansion or extension of Nipissing University through the creation of colleges, schools, centres or any other academic units or subunits offering academic programs or the offering of courses at locations other than the main campus of Nipissing University, the employees in such colleges, schools, centres or other academic units or subunits eligible for membership in CASBU by virtue of meeting the definition of bargaining unit members shall immediately become Members within the meaning of this Collective Agreement. In the event that the terms and conditions of this Collective Agreement are found by the parties to be inappropriate for such employees, in whole or in part, the parties agree to commence negotiation of new terms and conditions of employment for the employees of such new units or subunits immediately.
- 24.3** The University shall not voluntarily merge, amalgamate, assign, transfer or sell to any other body any of the academic units or subunits to which any Member belongs unless the successor agrees to be bound by this Collective Agreement for its duration.

ARTICLE 25: NEGOTIATION PROCEDURE

- 25.1** Either party may, within the period of ninety (90) days prior to the expiry of the Collective Agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal of the Collective Agreement.
- 25.2** Meetings shall be held at a time and place fixed by mutual consent.
- 25.3** Nothing in this Collective Agreement shall prevent its subsequent amendment with the written concurrence of the parties.

ARTICLE 26: STRIKES OR LOCK-OUTS

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

ARTICLE 27: DURATION AND CONTINUANCE OF THE AGREEMENT

27.1 Except as specifically otherwise provided herein, the Collective Agreement shall be binding and remain in effect from the date of signing to April 30, 2006.

27.2 If the parties have not ratified a new collective agreement on or before April 30, 2006, then all provisions of this agreement, save and except Article 26, shall continue in force:

- (a) until a new collective agreement has been ratified by the parties; or
- (b) unless a legal strike or lockout is in effect.

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

ARTICLE 28: ACHIEVEMENT AWARDS

- 28.1** The parties recognize that the outstanding contributions to Nipissing University made by some Members require special recognition. To give tangible recognition, the Employer agrees to establish one part-time teaching award for Members of this contract. The Employer shall consult and give due consideration to the views of CASBU prior to establishing the procedures and criteria for the award, such consultation to be effected by a full discussion of the merits of possible procedures and criteria by the JCAA within three months of signing this Agreement.

ARTICLE 29: METHOD OF PAYMENT

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

ARTICLE 30: DISCIPLINE

- 30.1** No discipline, including reprimand, suspension or dismissal, shall be imposed upon a Member except for just and sufficient cause.
- 30.2** The Employer may only impose disciplinary measures which are appropriate in the circumstances.
- 30.3** Dismissal means the termination of a Member's appointment by the Employer without the Member's consent before the end of his/her contract appointment.
- 30.4** All disciplinary measures are grievable. In all cases the burden of proof is upon the Employer.
- 30.5** Any alleged behavior giving the Vice-President Academic or the Member's Dean, or designate, concern that a situation exists which may lead to disciplinary proceedings against a Member shall be properly investigated by the Member's Dean or designate, it being understood that a properly conducted investigation shall not constitute a disciplinary action, and as such is not grievable.
- 30.6** In conducting any investigation, the Member's Dean or designate shall:
- (a) communicate any complaint to the Member within six (6) working days, with confidentiality safeguards where appropriate, and provide the Member with an opportunity to respond to the complaint, by meeting or by submission of materials, or both;
 - (b) respect all provisions of this agreement, and, where there are no relevant provisions, act in a manner appropriate to the alleged cause;
 - (c) notify the Member as promptly as is reasonable as to the reasons for and the nature of the investigative action being undertaken;
 - (d) inform the Member of any results of that investigation within six (6) working days of such results being known;
 - (e) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless such confidentiality places a Member, other employee, or a student at risk.

- 30.7** After being informed of the results of an investigation, a Member shall, in all cases, have the right to meet with the Dean or designate, to provide explanations and to make submissions, before any disciplinary measure is imposed.
- 30.8** In all dealings with the Employer on matters of discipline, the Member shall have the right to be accompanied by or represented by a person appointed for that purpose by NUFA.
- 30.9** A Member may not be disciplined for violation of a rule, regulation, or instruction unless that rule, regulation, or instruction is reasonable, does not contravene the provisions of this Collective Agreement, and has been promulgated and communicated by the appropriate authority.
- 30.10** When the alleged cause is of a type for which a separate institutional policy exists, the procedures of such a policy should be followed to the extent that they are not in conflict with this Collective Agreement, but in the event that such a policy is inconsistent with this Collective Agreement, and either the complainant or respondent is a Member, this Collective Agreement shall have primacy.
- 30.11** The President or designate of the University may exercise emergency powers to relieve a Member of some or all of the Member's duties, and remove some or all of the Member's privileges, by written notice, only when:
- (a)** An investigation which may lead to the imposition of discipline on the Member is underway, and
 - (b)** The President or designate has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to a student, an employee or any person associated with the institution, or to the property of the institution.

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

- 30.12**
- (a)** Only a Member's Dean or designate, the Vice-President Academic or the President may reprimand a Member in writing.
 - (b)** Only the President or designate may suspend a Member, with or without pay.
 - (c)** Only the President or designate may dismiss a Member.

ARTICLE 31: TRANSITION TO THE AGREEMENT

- 31.1** Employees appointed before the signing of the first CASBU Collective Agreement (Date of signing here), whose letters of appointment or other appropriate official documents contain special conditions of total compensation, will have these special conditions continue at the termination of their current contract.

APPENDIX A

A DESCRIPTION OF THE NIPISSING UNIVERSITY FACULTY ASSOCIATION CONTRACT ACADEMIC STAFF BARGAINING UNIT FROM THE ONTARIO 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 DOTH CERTIFY Nipissing University Faculty Association as the bargaining agent of all contract academic staff employed by Nipissing University in the Province of Ontario who provide instruction in at least one university degree credit course in any calendar year, save and except the President, Vice-President Academic, Vice-President Administration and Finance, Registrar, Deans, Administrative Assistants to the Deans, Director of Human Resources, Director of Finance, Director of Technical Services, Director of Library Services, Academic Councillors, Laboratory Technicians, academic staff employed by Nipissing University on leave from or on secondment from another university or employer, and persons covered by a subsisting collective agreement.

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

DATED at Toronto this 13th day of February, 2001.

ONTARIO LABOUR RELATIONS BOARD

Clarity Note 1:

The bargaining unit includes persons employed as laboratory instructors.

Clarity Note 2:

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

APPENDIX B

LAB INSTRUCTOR/SEMINAR LEADER AND SERVICE INSTRUCTOR SALARY SCALE

May 1, 2003

Base	1	2	3	4	5	6	7
36,349	37,835	39,321	40,807	42,293	43,779	45,265	46,751

May 1, 2004

Base	1	2	3	4	5	6	7
37,439	38,970	40,501	42,032	43,563	45,094	46,625	48,156

May 1, 2005

Base	1	2	3	4	5	6	7
38,562	40,139	41,716	43,293	44,870	46,447	48,024	49,601

APPENDIX C

ARBITRATORS PURSUANT TO ARTICLE 20.12

Kevin Burkett
Jane Devlin
Pamela Picher
Owen Shime
Martin Teplitsky

APPENDIX D

LIST OF COURSES PURSUANT TO ARTICLE 17.5(a).

In general, service courses are courses at the first-year level that are offered as a "service" to degree programs but do not form part of the core curriculum for a degree in that discipline. Often, multiple sections of such courses are offered which may occasion the appointment of a Service Course Instructor.

COSC 1606

COSC 1607

COSC 1901

COSC 1902

ENGL 1501

ENGL 1502

ENGL 1551

ENGL 1552

FREN 1005

FREN 1115

MATH 1911

MATH 1912

MATH 1070

APPENDIX E

ABQ SALARY SCALE

Students	Full Course April 30, 2003	Half Course April 30, 2003
1	\$ 700	\$ 500
2	1,349	725
3	2,028	1,014
4	2,630	1,315
5	3,232	1,616
6	3,834	1,917
7	4,436	2,218
8	5,038	2,519
9	5,640	2,820
10	6,245	3,122
11	6,411	3,205
12	6,577	3,288
13	6,745	3,372
14	6,911	3,456
15	7,077	3,539
16	7,245	3,623
17	7,411	3,706
18	7,577	3,789
19	7,746	3,873
20	7,912	3,956

Additional students will be paid at \$120 per full course and \$60 per half course.

APPENDIX F

CCBE INSTRUCTOR SALARY SCALE

Students	May 1, 2003	May 1, 2004	May 1, 2005
1	\$ 900	\$ 918	\$ 945
2	900	918	945
3	900	918	945
4	900	918	945
5	900	918	945
6	1,033	1,054	1,085
7	1,167	1,190	1,225
8	1,300	1,326	1,365
9	1,433	1,462	1,505
10	1,567	1,598	1,645
11	1,700	1,734	1,786
12	1,833	1,870	1,926
13	1,967	2,006	2,066
14	2,100	2,142	2,206
15	2,233	2,278	2,346
16	2,367	2,414	2,486
17	2,500	2,550	2,626
18	2,633	2,686	2,766
19	2,767	2,822	2,906
20	2,900	2,958	3,046
21	3,033	3,094	3,186
22	3,167	3,230	3,327
23	3,300	3,366	3,467
24	3,433	3,502	3,607
25	3,567	3,638	3,747
26	3,700	3,774	3,887
27	3,833	3,910	4,027
28	3,967	4,046	4,167
29	4,100	4,182	4,307
30	4,233	4,318	4,447

Development costs of \$205 would be included in the total.

The minimum payment is based on 5 students.

Additional students over 30 will be paid at \$60 per half course.

APPENDIX G

CASBU OFFICER DUTIES

1. Liaison with Vice-President Administration and Finance and Human Resources offices on routine housekeeping matters, such as office use, directory lists, etc.
2. Shall be the recipient of Members' lists as stipulated in 6.2 and 10.2 (a) and keep member lists with addresses up-to-date.
3. Shall be a member of the JCAA as in Article 9.
4. Conducts regular research on contract staff matters.
5. Keeps the office files orderly and up-to-date.
6. Is responsible for timely announcements to CASBU Members about upcoming meetings, events and reminders of responsibilities of Members as spelled out in the Collective Agreement (application for RFR, for ex..).
7. Shall be a member of the NUFA executive, serving as Secretary, and shall attend meetings. The Office of NUFA Secretary carries with it responsibilities as assigned by the executive.
8. Shall be a member of the RFR (Right of First Refusal) Committee as outlined in 15.10.
9. Shall be available to assist the NUFA Grievance Officer on CASBU grievances, if so requested by the NUFA Grievance Officer.
10. In contract negotiating years, shall be a member of the bargaining unit negotiating team.
11. Shall assist in administering the CASBU Achievement Award, if so called upon.

APPENDIX H

LETTER OF UNDERSTANDING REGARDING PENSIONS

The parties agree to establish a committee by October, 2003 to finalize the details of a group RRSP for CASBU members who have achieved the Right of First Refusal or the teaching of 24 credits from the date specified in 15.9 (d).

The committee should be made up of the CASBU Officer, plus one other CASBU representative, an administrative member and be chaired by the Director of Human Resources. The committee will complete its report by March 15, 2004 and the plan will be implemented May 1, 2004.

The following guidelines will be considered:

- the Member's contributions will be 2% matched by the University.
- the group RRSP will be a separate plan for CASBU Members and the committee will look at Standard Life or the University's bank as the plan administrator.
- the committee will determine contribution timing and rules.
- the Member shall decide if they wish to participate but eligibility ends at age 69.
- any fees charged by the third party administrator will be the Member's responsibility.

APPENDIX I

LETTER OF UNDERSTANDING REGARDING SEMINAR LEADERS

The purpose of this letter is to ensure equitable classroom teaching workload for Lab Instructors and Seminar Leaders.

The hours referred to in Article 17.3 are classroom hours formally scheduled by the Dean's office and tied to Senate approved curriculum. For example, it would not include drop-in centres or office hours.


The parties agree to use the same sidebar committee to review the workload of the English Seminar Leader position following the first year of operation.


THIS COLLECTIVE AGREEMENT

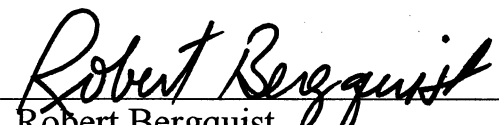
SIGNED AT NORTH BAY,

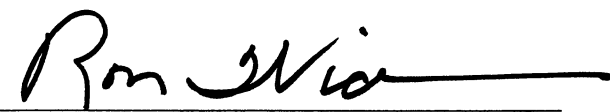
this 5th day of August, 2003

NIPISSING UNIVERSITY

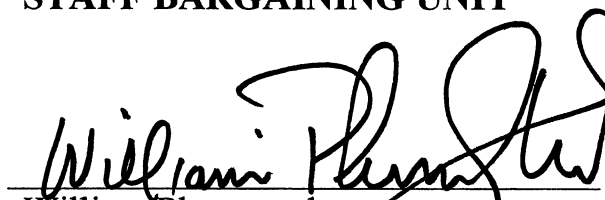

Murray Green



Connie Vander Wall


Robert Bergquist



Ronald Wideman


**CONTRACT ACADEMIC
STAFF BARGAINING UNIT**


William Plumstead


Linda Richards


Matthew Robillard


Robert Tuck


Chris Sarlo