

**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, 2006 - April 30, 2010**

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## **ARTICLE 1: DEFINITIONS**

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

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

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

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

**Academic year** see Fall/Winter Term

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

**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 legal resident, landed-immigrant, or those legally 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.

**Distance Delivery Mode** denotes a particular means of instruction using technology to deliver a distance education course (e.g. correspondence, on-line, or tele-link).

**Distance Education Course** denotes a course in which the instructor and students are not in the same physical location but, instead, are separated in space and possibly time from one another for a substantial portion of the course.

**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.

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

**Laboratory Instructor** is a member hired to provide in class laboratory instruction and other instruction 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.

**On-Site Course** is a course in which the instructor and students meet together face-to-face for classes at a specified site.

**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/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 Instructor** is a member hired to provide seminar instruction and other instruction 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 H.

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

**Spouse** designates a husband or wife in law or in common law and will include a same-sex common law partner of a Member (with whom the member has continuously cohabited in a spousal relationship, for at 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**

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

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

**3.1** The composition of the Contract Academic Staff Bargaining Unit (CASBU) will be defined by the Certificate of the Ontario Labour Relations Board dated February 13, 2001. This certificate and subsequent amendments, if any, will be deemed to be incorporated into and become a part of this Collective Agreement (see Appendix A).

**3.2** For the employer's contractual purposes, a Member becomes a Member of the CASBU bargaining unit, and thus bound by the rights, privileges and responsibilities of this collective agreement, on the start date indicated on his or her employment contract or appointment and will remain a Member until the completion date on his or her contract or for the duration of his or her appointment.

**3.3** Should a grievance arise over a matter that occurred during a Member's contract and is filed within ten (10) days of the completion date of the Member's contract, the University and the Member have a responsibility to follow the grievance process as outlined in Article 20 of this collective agreement, even though this process might extend beyond the completion date of the Member's contract.

## **ARTICLE 4: RECOGNITION**

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

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

**5.1** CASBU will have the right to have the CASBU Officer or designate present at meetings of the membership called by the Employer or the agent of the Employer at which matters pertinent to this collective agreement are discussed and to make representations at such meetings.

**5.2** NUFA will have the right at any time to call upon the assistance of representatives of CAUT, OCUFA, or other similar bodies. Such representatives will have reasonable access to Nipissing University premises to consult with Members of either bargaining unit and/or the Employer.

- 5.3** Nipissing University 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 will be the amount of the base three-credit course stipend as stipulated in Article 21, divided equally between the University and NUFA, paid over a seven-month period, October-April, and added to the Member's monthly cheque. During October each year, NUFA will pay the University its half of this amount. Duties of the CASBU Officer are listed in Appendix I.
- 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.

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

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

### **6.2 Dues Remittance**

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

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

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

### **7.1 General Definition**

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

### **7.2 The freedom to teach and its responsibilities**

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.

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

### **7.3 The freedom to research and its responsibilities**

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 ethical guidelines and policies approved and governed by the Nipissing University Research Ethics Board, the Faculty Ethics Review Committee and the Animal Care Committee.

### **7.4 The freedom of artistic expression and its responsibilities**

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.

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.

Members in the visual and performing arts, when called upon to select or judge the artistic work of colleagues and students, must ensure that the criteria are educational and artistic and are applied in a fair and impartial manner.

## **7.5 The freedom to speak intramurally or extramurally and its responsibilities**

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.

When speaking intramurally, Members are expected to deal fairly and professionally with all members of the University community.

In any exercise of freedom of expression, Members will not purport to speak on behalf of the University unless so authorized by the Board, the President or his/her designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

Academic freedom does not confer legal immunity, nor does it diminish the obligations of Members to abide by the University's Personal Harassment and Discrimination Policy or other University policies.

## **ARTICLE 8: NO DISCRIMINATION**

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

## **ARTICLE 9: JOINT COMMITTEE 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 (1) alternate, and two (2) representatives of NUFA, one (1) of whom will be the CASBU officer, and one (1) alternate.
- 9.2** The Joint Committee will not have the power to add or modify in any way the terms of this Collective Agreement but will 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 will 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 fourteen (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 Article 9.1 and who is appointed by the CASBU Officer will jointly select a third party to chair the panel, which will then be made up of the University President, the CASBU appointee and the selected Chair;
  - (c)** the panel will 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 seven (7) days before the commencement of the presentation;
  - (e)** the representation of each party attending at the presentation will 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 will be subsequently raised against either party;
  - (g)** the presentation to the panel will be commenced within fourteen (14) days of the selection of the third party;
  - (h)** if resolution of the dispute is not achieved at the presentation, the panel will deliver a report within fourteen (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 will pass between the President of the University and the CASBU Officer or their designates.
- (b) Where written notice is specified in this Agreement, the University internal mail will be deemed adequate mail.

### **10.2 Information**

On or about November 20 and March 20 of each year, the Employer will make available to the CASBU Officer the name, current address, status (Part-time Instructor, Laboratory Instructor, Seminar Instructor or Service Course Instructor), beginning and, if applicable, termination date(s) 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 will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and CASBU or their designate. Each party will receive three (3) official copies.
- 11.2 The Employer 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 the number of copies equal to the number of Members in the bargaining unit as of the date of signing of this Agreement, and an additional twenty (20) copies. The number of Members

in the bargaining unit will be established from the Employer's payroll records. In addition, the Employer will as soon as possible, and in any event within sixty (60) days after the signing of this Agreement, place a searchable PDF document of the Agreement on the Nipissing University website. The searchable PDF will exclude the signatures.

- 11.3** Copies of the signed Agreement for new members in the bargaining unit will be sent from the appropriate Associate Dean's office with a letter signed by the CASBU Officer introducing CASBU and the Agreement.
- 11.4** The Employer and CASBU desire each member to be familiar with the provisions of this Collective Agreement and his/her rights and obligations under it. For this reason, the Employer and CASBU will share the cost (50/50) of printing the designated copies of the Collective Agreement as per Articles 11.2 and 11.3.

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

### **12.1 Working Environment**

All working conditions will be as negotiated in this agreement.

### **12.2 Accommodations and Email**

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

### **12.3 Address Lists**

Both parties agree that internal telephone directories for North Bay will 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 will be invited to their Department/Division meetings. At the discretion of the Department, Members may be excluded from portions of the Department/Division meetings that deal with staffing issues.
- (b)** CASBU Members of a Department or Division will elect a total of two voting members in their Department or Division. In each election, no more than one CASBU Member can be elected from the following groups: Part-time Instructors; Laboratory Instructors; Seminar Instructors; and Service Course Instructors.
- (c)** CASBU Members will 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 will 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.

#### **12.6 Other Conditions of Employment**

The Employer agrees that any CASBU Members that meet the following conditions may apply for a travel subsidy to attend conferences or activities related to pedagogy and/or their discipline. 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. The use of these funds must relate directly to the CASBU Member's instruction and activities under his/her general University responsibilities.

- (a)** CASBU Members working 35 hours per week and employed by Nipissing University for periods in excess of three (3) academic years; and
- (b)** CASBU Members teaching Fall/Winter/Spring/Summer part-time contracts for the University annually, for periods in excess of three (3) years or who have also received RFR as per Article 15.9.
- (c)** Past teaching experience (full-time or part-time) with Nipissing University will be counted towards the three (3) year requirement identified in 12.6(b).

Qualifying Members may apply to the Dean for a travel subsidy up to five hundred dollars (\$500.00) per year in support of professional development conferences or activities. If the



Member is presenting, they may apply for a subsidy of up to one thousand dollars (\$1,000.00).

An annual travel assistance fund in the amount of \$10,000 will be established by the Employer for CASBU Members effective May 1, 2007. Members not receiving a subsidy in one year due to fund limitations will receive priority in the next fiscal year. The decision of the Dean to award a travel subsidy is non-grievable.

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.

### **ARTICLE 13: MANAGEMENT RIGHTS**

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

### **ARTICLE 14: CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES**

- 14.1 (a)** The files maintained in the Human Resources Office are deemed for the purposes of this Article not to be personnel files and will not form part of any dossier for purposes of appointment. There will be one official file for each member hereinafter referred to as the personnel file. The personnel file will be kept in the office of the appropriate Dean.
- (b)** The official documents constituting the file will be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy.
- 14.2** The personnel file of each Member will contain only material pertaining to the employment of the Member. The material in the personnel file may include, but will not be limited to, the Member's curriculum vitae, university transcripts, letters of application, references, salary and work history, evaluations, disciplinary material, signed complaints, decisions and recommendations together with the reasons arising from personnel decisions involving the Member, and copies of material reflecting professional development and achievement.
- 14.3** A Member will request, at least 24 hours in advance, to the appropriate Dean/Associate Dean to examine all of his or her personnel files during normal business hours, provided that any confidential letters of recommendation solicited will be held confidential except as provided for in this article. At any time, however, Members may request and will obtain the names of the authors of all confidential letters or assessments held in their personnel files. Members will review the files in the presence of the Dean's designate.

- 14.4** Members will have the right to have all of their personnel files supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, Members will have the right to provide additional material for inclusion in their personnel files.
- 14.5** (a) No anonymous material will be kept by the Employer concerning any Member or submitted as evidence in any formal decision or action involving a Member. Any such anonymous material contained in the files at the time of ratification of this Agreement will be destroyed by the Employer. Nevertheless, anonymous material, if maintained contrary to this policy, will not be submitted as evidence in any subsequent proceeding involving any Member. If introduced, 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, however, will 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 will be advised within 15 working days by the Dean/Associate Dean in writing that a complaint has been filed. A copy of the signed complaint will be sent to the Member;
  - (ii) the Member will 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 name(s) are disclosed to the Member.
- (c) In the case of complaints by student(s):
- (i) if the author is a student and does not consent to the disclosure of his/her name, then upon completion of final grade reports the document, along with the Member's rebuttal, will be removed from the file and destroyed;
  - (ii) if the students' names are disclosed, the Member will, at that time, be given an opportunity to place a further comment or rebuttal on the file;
  - (iii) when written student comments are retained, copies will be placed in the Member's file and a copy forwarded to the Member within 15 working days.
- 14.6** 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 will 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 will be supplied with the material and may make use of it as is essential to his/her decision, having due regard to its confidentiality.
- 14.7** If a document is placed in a Member's personnel file contrary to the provisions of this Collective Agreement, the Member may challenge its inclusion in his or her personnel file. The Member has the right to include in the personnel file at any time additional material which is not anonymous including his or her written comments on the accuracy or meaning of any of the contents of his or her personnel file.

- 14.8** None of the contents of the Member's file will be made available to any person or institution outside of Nipissing University except at the written request of the Member. If the University is compelled by law or regulation to release information in a Member's file, the details of the release will immediately be conveyed in writing to the Member.

## **ARTICLE 15: CASBU APPOINTMENTS**

### **15.1 Academic Qualifications**

In assessing the academic qualifications of candidates for any new position or vacancy within the Bargaining Unit, 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.

### **15.2 Types of Appointments**

All appointments under this Collective Agreement will be made in one of the following categories:

- Part-time Instructor
- Laboratory Instructor
- Seminar Instructor
- Service Course Instructor

- 15.3** Duties, as outlined in Article 17, are assigned by the Dean or designate in consultation with the Department or Division Chairs.

### **15.4 Contract Terms for Laboratory Instructors, Seminar Instructors, and Service Course Instructors hereinafter referred to as Members**

- (a)** A Laboratory Instructor, Seminar Instructor, or Service Course Instructor's initial contract will be 10-months or 12-months at the discretion of the Dean after consultation with the Member's Department/Division.
- (b)** Within 30 calendar days prior to the end of the initial contract, the Member will undergo a Formal Review by a Department/Division Review Committee as outlined in Article 15.5.
- (c)** Within 15 calendar days prior to the end of the initial contract, a Member will receive in writing the decision of the Department/Division Review Committee to either:
  - (i)** not renew the contract; or
  - (ii)** offer another contract, the duration of which will be the same as their previous contract (i.e. 10 months or 12 months). This will occur only if

the Department/Division Review Committee is uncertain whether or not they should grant a second contract of no less than three (3) years to the Member based on the Member's Formal Review. The Member will receive, in writing, the aspects of their performance that need to be improved. These aspects will be considered during the review that will occur within 30 calendar days of the end of the extension. A positive review will result in re-appointment as per 15.4(c)(iii). An extension can only occur once; or

- (iii) offer a contract of no less than three (3) years (i.e. three 10-month appointments).
- (d) Within 30 calendar days prior to the end of the three (3) year contract, where the Member has been employed for four (4) consecutive academic years when adding all previous contract renewals together, the Member will be offered a contract of no less than four (4) years (i.e. four (4) 10-month appointments).
- (e) Once a Member has been offered a contract of no less than four (4) years, additional contracts (no less than four (4) years) will be offered to a Member provided there is a continued need for the position.
- (f) During any contract, the number of months may be increased on a temporary basis.

#### **15.5 Evaluations for Laboratory Instructors, Seminar Instructors, and Service Course Instructors**

- (a) Department/Division Review Committee: The Formal Review, prior to the end of the initial contract, will be carried out by a Department/Division Review Committee. This Committee will be made up of the Department/Division Chair and two Department/Division members who interact professionally with the Member. The Member will choose one of the two Department/Division members who will serve on the Review Committee. In the Education Faculty, where a Member has responsibilities across divisions and is not assigned to one division exclusively, the Formal Review will be conducted by a Review Committee chaired by the Dean and include one Member of each division who interacts professionally with the Member.
- (b) A Member may request letters of recommendation from colleagues and/or other members of the University community for the Formal Review prior to the end of the initial contract. These comments will be noted in the record of the review.
- (c) The Department/Division Review Committee will assess the Member based on their demonstration of successful teaching, collegiality, and professionalism.
- (d) Once the Formal Review of the Member has taken place, the Department/Division Review Committee will make a recommendation to the Dean whether or not to grant a contract renewal to the Member and what type of contract as per Article 15.4(c).

- (e) The decision against granting a multi-year contract can be appealed to the Vice-President, Academic and Research, within 15 calendar days of the Member receiving his/her letter denying a second contract. The Vice-President, Academic and Research, will respond to the appeal within 15 calendar days of the date of the appeal having been submitted. The denial of a contract renewal and the decision of the appeal are not grievable.
- 15.6** Appointment of Part-time Instructors, Laboratory Instructors, Seminar Instructors, and Service Course Instructors will be made by the Dean or designate after consultation with the Department/Division or after receiving the recommendation of the Departmental/Divisional Review Committee, if applicable.
- 15.7** The successful candidate will receive a letter of appointment/contract electronically or in hard copy (in accordance with the candidate's preference) from the Vice-President, Academic and Research, the Dean or designate specifying the precise terms of the appointment/contract including:
  - (a) The department or division, if applicable, to which the appointment/contract is made;
  - (b) The stipend or salary as determined by the appropriate salary scale;
  - (c) The term of appointment/contract with beginning and termination dates, if applicable;
  - (d) A statement that the appointment/contract is subject to the terms of this agreement.
- 15.8** All Members appointed under this agreement will be made at the rank of Instructor. Members who are retired full-time faculty will continue to carry the title (in name only) which they held before retirement (Professor, Associate Professor, Assistant Professor, or Lecturer).
- 15.9 Right of First Refusal for Part-time Instructors**
  - (a) Both parties agree that Members will be eligible to apply for the right of first refusal to teach a course after teaching that same course three times within seventy-two (72) months, not necessarily consecutively. Members will be eligible to apply for the right of first refusal thirty-six (36) 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 and via a specified distance delivery mode. 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 will 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 will be elected by Faculty Council, the CASBU Officer or his/her delegate,

and will be chaired by the Associate Dean from the relevant faculty. The RFRCs will develop their own guidelines and procedures which will be made available to all Members. The RFRCs will make recommendations to their respective Deans and the Dean's decision will 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 will 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 27.7(h) in the full-time agreement.
  - (g) Courses not assigned to full-time Faculty Members will 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 will lose that right after two successive refusals.
  - (i) When an instructor who has the right of first refusal for more than one course, or if there are multiple sections of a course, a Member will only have the right to exercise the right of first refusal to a maximum of 12 credits during the Fall/Winter Session.
- 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** A Member may be offered a new contract without the requirement for external search and competition.
- 15.12** Fraudulent or misleading information in CVs submitted by Members, or potential Members, will be grounds for non-appointment or non-reappointment.
- 15.13 Salary Grid Placement of a New Member as a Laboratory Instructor, Seminar Instructor, or Service Course Instructor**
- (a) A new appointee who holds a Master's degree will be placed at Step 3 on the salary grid (Appendix B). A new appointee who holds a Doctoral degree will be placed at Step 5 on the salary grid (Appendix B). One additional step on the salary grid (Appendix B) may be awarded for each year of full-time relevant teaching and/or professional experience and/or relevant certification. The initial placement on the salary grid (Appendix B) is not grievable.

- (b) Members who complete a graduate degree from an accredited institution during a contract will be immediately placed at Step 3 for a Master's degree or Step 5 for a Doctoral degree. No retroactive payments will apply.

**15.14** Laboratory Instructors, Seminar Instructors, and Service Course Instructors will increase one increment (step) on the salary grid (Appendix B) on May 1, 2006, May 1, 2007, May 1, 2008, and May 1, 2009.

## **ARTICLE 16: LEAVES, AUTHORIZED ABSENCES AND AVAILABILITY**

### **16.1 Emergency Leave**

The Ontario Employment Standards Act 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 the following holidays: New Year's 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 his or her designate.

### **16.3 Pregnancy, Adoption, Child Care Leave and Parental Leave**

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 Leave of Absence Without Pay**

- (a) Leave of absence without pay may be granted by the Employer at any time. Permission for leave of absence without pay will not be unreasonably denied by the Employer. Leave of Absences without pay under this Article will not, except by agreement between the Employer and Member, normally exceed two (2) consecutive years.
- (b) A Member on leave of absence without pay will continue as a Member of the bargaining unit.
- (c) While a Member is on such leave without pay, the Employer will not contribute towards the University benefits but will permit and facilitate continuance of the coverage if desired with the Member paying the applicable premiums.
- (d) Upon return from such leave, the Member will be reinstated at the Member's previous position and at his/her former salary plus scale increases applicable to that salary/position or any eligible group benefits for which the Member qualifies resulting from collective bargaining.

## **16.5 Bereavement Leave**

Bereavement leave will be allowed in the event of a death in the immediate family of an employee's parent, spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, step-child, step-parent, grandchild or grandparent, of up to three (3) working days without loss of pay. A common-law spouse will be defined as one who cohabitates for twelve (12) consecutive months. In the event of death in the distant family of a brother-in-law, sister-in-law, aunt, uncle or grandparent of the employee's spouse, one (1) working day will be allowed with pay. Reasonable travelling time, as determined by the Dean, may be allowed with or without pay. The granting or non-granting of travel time is non-grievable.

## **16.6 Annual Vacation Leave**

Members of the Bargaining Unit (CASBU) who are employed on 12 month contracts will be entitled to an annual vacation leave of ten (10) working days. A 12-month Member employed for less than a full academic year is entitled to a proportionally shorter vacation leave. A member may take the annual vacation leave or any part thereof at any time(s), provided that:

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

## **16.7 Vacation Pay**

Service Course Instructors, Seminar Instructors, and Laboratory Instructors not employed on 12 month contracts will receive four percent (4%) in lieu of vacation which will be added to their salary.

# **ARTICLE 17: ACADEMIC WORKLOAD**

## **17.1 Teaching workload of Members**

- (a) A part-time Member will 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 will carry with it a stipend.

**17.2** A Part-time Instructor will 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 will 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 will be given a limited term contract, except in the circumstances outlined above.

- 17.3** The normal Fall/Winter workload for Laboratory Instructors/Seminar Instructors will be up to fourteen contact hours per week. Overload payments will apply as per Article 21.18 if, when combined, the aggregate Fall and Winter semester contact hours exceeds 28. For the purposes of calculating overload, the normal Fall/Winter term workload for Laboratory Instructors/Seminar Instructors will be an average of fourteen (14) contact hours per week. Average workload is calculated by combining the Fall and Winter contact hours and dividing by two (2). All reasonable efforts will be made to balance Fall and Winter teaching workload hours.
- 17.4** The duties of the Laboratory Instructor and Seminar Instructor will include some or all of the following duties to a maximum of 35 hours per week for the courses they instruct or for which they provide seminar instruction. Duties do not require research and service.
- (a)** In class laboratory or seminar instruction and other instruction-related duties, student supervision and assistance for students.
  - (b)** Any other instruction-related duties as assigned by the Dean or designate in consultation with the Department and Chair.
  - (c)** The duties of a Laboratory Instructor and Seminar Instructor do not include per course instruction. A Laboratory Instructor or Seminar Instructor will not normally be hired for per course instruction in addition to their 35 hours of required work. It is understood that if an urgent need causes the hiring of a Laboratory Instructor or Seminar Instructor to teach on a per course basis in the following two (2) academic years, no urgency or exception will be recognized as a basis for hiring that Laboratory Instructor or Seminar Instructor to teach on a per course instruction basis.
- 17.5**
- (a)** Service Course Instructor teaching loads are normally restricted to courses listed in Appendix H.
  - (b)** Teaching load for Service Course Instructors will normally be 12 hours of instruction per week.
- 17.6** Members may apply to their Department/Division for marking assistance in the same manner as full-time faculty. The decision of the Department/Division is final and non-grievable.

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

**18.1** All Members will have the following rights and responsibilities:

- (a)** Subject to the provisions of this article, Members will have the right and responsibility to organize classroom, seminar and laboratory activities within the limits set by faculty and curriculum requirements and to use reasonable means to maintain a quality and productive learning environment for students.
- (b)** Members will teach conscientiously and competently the course(s), seminar sessions, and laboratory sessions assigned to them, in accordance with the University calendar descriptions and/or existing course outlines.
- (c)** Members will work in co-operation with assigned course coordinators and/or course professors.
- (d)** Members will deal ethically and fairly with students and others, foster a free exchange of ideas, avoid discrimination, respect the principles of confidentiality in a manner consistent with their instructional role, and provide their students with information in the course outline regarding their instructional and evaluation methods, as well as how they may be contacted.
- (e)** Members will 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 will not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases will make every effort to have their respective Dean or designate, course coordinator, and students notified in advance. In other circumstances, subject to the approval of the Dean, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed will be re-scheduled if possible with adequate notice to the students.
- (g)** Members will comply with established Departmental and Faculty 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 operation of the University. This may include responsibilities for assisting in supervision of their course examinations and setting and grading supplemental examinations as required.
- (h)** Members will inform the students of the times when and/or the methods by which they will be available for consultation. This information will be included in the course syllabus.
- (i)** Members are expected to cover topics on the course description in the University Calendar, departmental/divisional/professional pedagogical expectations, and curriculum requirements to remain up to date in the knowledge of the discipline, treat students fairly and ethically, and teach effectively which includes fair, reasoned and evidence-based arguments and showing a willingness to accommodate the expression of differing points of view.

- (j) In the exercise of the right to speak extramurally, Members will not create ambiguities as to whether they are speaking in a professional capacity or as private citizens nor will they purport to speak on behalf of the University unless so authorized by the Board, the President, the Member's Dean or his/her designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

## **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 will 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 will 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 will be designed to assess the Member's overall effectiveness as a teacher, 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 in accordance with (d) below.
- (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. 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 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 student questionnaires which is forwarded to each Member will include the mean, standard deviation, frequency distribution and

number of eligible respondents. 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 (a)** Subject to the provisions of Article 19.2, student evaluations of teaching effectiveness which meet the requirements of this Article will be made available and will 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 Member's 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 will 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 will be conducted in all courses.

## **ARTICLE 20: GRIEVANCES AND ARBITRATIONS**

**20.1 (a)** The parties agree that they will use their best efforts to encourage informal, amicable and prompt settlement of grievances. Grievances are claims arising from the interpretation, application, administration or alleged violation(s) of this Agreement.

- (b) The parties also recognize that one of the corner-stones of collective bargaining is a viable grievance procedure allowing for a prompt and fair hearing of matters arising from the interpretation, application, administration or alleged violation(s) of the Agreement. Except as otherwise provided in this Agreement, the procedures outlined below will be the sole method for the resolution of grievances. There will be no discrimination, harassment or coercion of any kind by either party or their agents against any person who elects to avail or not to avail him/herself of these procedures.

**20.2 (a)** The Association will have carriage of all Member and Association grievances. The Employer will deal only with the Association with respect to a Member or an Association grievance submitted by the Association. The Employer and the Association will have the right to have representatives present at all steps of the grievance procedure.

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

**20.3** All communications that are required by this Article to be in writing will be circulated or delivered by email and a corresponding hard copy sent by internal mail with acknowledgement of receipt or, when appropriate, by Canada Post Office registered mail, with acknowledgment of receipt.

**20.4** If a grievance is initiated, it must begin within twenty (20) working days of the occurrence of the issue that precipitated the grievance or the date when grounds for a grievance were first known or reasonably could have been known by the grievor.

### **20.5 Types of Grievances**

- (a)** Member Grievance: A Member grievance is a claim initiated by the Association on behalf of an individual Member, based on a dispute or difference arising out of the interpretation, application, administration or alleged violation(s) of the provisions of the collective agreement, that solely affects the Member.
- (b)** Association Grievance: An Association grievance is a claim initiated by the Association on behalf of more than one Member, a claim involving bargaining unit or association rights, or a dispute or difference between the Employer and the Association, arising out of the interpretation, application, administration, or alleged violation(s) of the provisions of the collective agreement.
- (c)** University Grievance: A University grievance is a claim initiated by the Employer, based on a dispute or difference arising out of the interpretation, application, administration or alleged violation(s) of the provisions of the collective agreement.

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

- (a)** After consultation with a Member, an Association representative, on behalf of the Member, will meet with the appropriate Dean (full-time instructors only), Associate Dean or designate to discuss any matter relating to an alleged grievance. This meeting is to be informal and directed at improving communication and solving problems. The Associate Dean or designate will notify the Dean (Vice-President, Academic and Research [full-time instructors only]) of the outcome of the meeting.
- (b)** In the event that the Association and the Associate Dean, the Dean (Vice-President, Academic and Research [full-time instructors only]) or designate cannot resolve the alleged grievance, the Associate Dean, the Dean (Vice-President, Academic and Research [full-time instructors only]) or designate 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 Associate Dean or designate 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, the CASBU officer and the Dean.
- (d)** Any settlement at the Informal Stage will not prejudice the position of the Association in dealing with other grievances of a similar nature.

## 20.7 Formal Stage

### (a) Step 1: Dean (Vice-President, Academic and Research [Full-time Instructors only])

- (i) If a grievance is not resolved at the Informal Stage-the Association Grievance Officer 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 Dean (Vice-President, Academic and Research [full-time instructors only]). 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 Dean (Vice-President, Academic and Research [full-time instructors only]) 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 Dean (Vice President Academic and Research [full-time instructors only]) 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 Dean (Vice-President, Academic and Research [full-time instructors only]) 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 the CASBU officer, 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 Dean (Vice-President, Academic and Research [full-time instructors only]) notification of intent to proceed to Step 2, or (b) the Employer may make a

request to the President of the Association and the CASBU officer 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 20.7 (b) (i) 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**

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 Dean (Vice-President, Academic and Research [full-time instructors only]) in writing of such action, while the Employer will notify the President of the Association and the CASBU officer in writing of such action.

**20.8 Appointment of an Arbitrator**

The parties hereby authorize and appoint the persons listed in Appendix G to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. In the event of a grievance proceeding to Step 3, the arbitrator will be requested to serve singly according to the order in which they are listed in Appendix G. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed three (3) months, the next arbitrator in order will be selected and so on until one of the arbitrators is available. For the next arbitration thereafter, the arbitrator who was listed after the arbitrator last selected will be next in line. By mutual consent, however, any listed arbitrator may be selected out of turn. If none of the arbitrators are available within a reasonable time, but in any case not to exceed three (3) months, an arbitrator outside the panel will be selected by mutual agreement. If such agreement cannot be reached within twenty (20) working days the parties agree to request the Minister of Labour for authority to appoint an arbitrator in accordance with the provisions of Section 48 (4) of the Ontario Labour Relations Act. It is agreed, however, that by mutual consent any of the names may be stricken from the list during periods when no arbitrations are pending by either party on one (1) month's written notice, provided that the parties agree to replace those names stricken from the list within one (1) month following such notice. No person may be appointed as an arbitrator who has been involved as a mediator for the grievance in process.

**20.9 Limits on Arbitration**

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

**20.10 Association Grievances**

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

**20.11 University Grievances**

**(a)** Step 1 of a University Grievance will be in writing and will set forth the information listed in Article 20.7 (a) (ii) except Article 20.7 (a) (ii) (4). The grievance will be addressed to the President of the Association and the CASBU officer. Within ten (10) working days following receipt of the grievance, a representative of the



Association will meet with the Dean 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 and the CASBU officer will, within ten (10) working days thereafter, forward in writing to the Dean 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 Dean. A copy will be sent to the Dean.
- (d) If a grievance is denied at Step 1, within ten (10) working days of receiving the written reason(s) the University may submit to the Association notification of intent to proceed to Step 2. The Association has ten (10) working days to respond to the Employer's intent to proceed to Step 2. If the Association declines the intent to mediate, the University may proceed to Step 3. If the Association agrees to mediation, the parties will follow the procedure beginning with Article 20.7 (b) (ii).

#### **20.12 Failure to Respond**

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

#### **20.13 Abandonment**

The Association may, by written notice to the Dean (Vice-President, Academic and Research [full-time instructors only]), abandon a grievance at any time during the grievance process. The University may, by written notice to the President of the Association and the CASBU officer, abandon a grievance at any time during the grievance process. The abandonment of a grievance will not prejudice the position of the grieving party in dealing with grievances of a similar nature.

#### **20.14 Expenses**

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

#### **20.15 Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended by the consent in writing of both parties, such consent to be signed by the Dean (Vice President Academic and Research [full-time instructors only]) on behalf of the University and by the President of the Association on behalf of the Association.

## **ARTICLE 21: FINANCIAL COMPENSATION**

- 21.1** Part-time Instructors will be paid \$4,580 per three credit course or \$9,160 per six credit course as of May 1, 2006, and \$4,780 with RFR per three credit course or \$9,560 with RFR per six credit course.
- 21.2** Part-time Instructors will be paid \$4,740 per three credit course or \$9,480 per six credit course as of May 1, 2007, and \$4,940 with RFR per three credit course or \$9,880 with RFR per six credit course.
- 21.3** Part-time Instructors will be paid \$4,930 per three credit course or \$9,860 per six credit course as of May 1, 2008, and \$5,130 with RFR per three credit course or \$10,260 with RFR per six credit course.
- 21.4** Part-time Instructors will be paid \$5,127 per three credit course or \$10,254 per six credit course as of May 1, 2009, and \$5,327 with RFR per three credit course or \$10,654 with RFR per six credit course.
- 21.5** A Part-time Instructor will earn an additional \$200 per three credit course and \$400 per six 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 or \$400 will be prorated for low enrolment courses.
- 21.6** A Part-time Graduate Instructor will earn \$5,250 per three credit course as of May 1, 2006, and with RFR \$5,450 per three credit course.
- 21.7** A Part-time Graduate Instructor will earn \$5,275 per three credit course as of May 1, 2007, and with RFR \$5,475 per three credit course.
- 21.8** A Part-time Graduate Instructor will earn \$5,300 per three credit course as of May 1, 2008, and with RFR \$5,500 per three credit course.
- 21.9** A Part-time Graduate Instructor will earn \$5,325 per three credit course as of May 1, 2009, and with RFR \$5,525 per three credit course.
- 21.10** A Laboratory Instructor/Seminar Instructor or Service Course Instructor will be paid as per Appendix B.
- 21.11** An ABQ Instructor without RFR will be paid as per Appendix C.
- 21.12** An ABQ Instructor with RFR will be paid as per Appendix D.
- 21.13** A CCBE Instructor without RFR will be paid as per Appendix E.
- 21.14** A CCBE Instructor with RFR will be paid as per Appendix F.
- 21.15** Laboratory Instructors/Seminar Instructors and Service Course Instructors with a contract duration of eight or more months will be entitled to group benefits on the same basis as full-time faculty. They will also be eligible to join the pension plan on the same basis as full-time faculty.

**21.16** Eligibility for CASBU Members in the structured group RRSP will consist of those members who have achieved Right of First Refusal (Article 15.9) or the teaching of 24 credits since May 1, 2001. The Employee contribution of 2% of earnings will be matched by the University.

When a CASBU Member is eligible for the 2% RRSP, his/her contract will state how they are eligible, either RFR (Article 15.9) or 24 Credits from May 1, 2001 (Article 21.5). 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, either by RFR or 24 credits since May 1, 2001, all subsequent eligible contracts will have the 2% RRSP deducted and matched by the University."

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

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

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

**21.17** The University will keep the Member informed regarding the number of course registrations. There is no compensation for a cancelled course unless it is cancelled within two (2) weeks of the start date. Compensation will be paid at the rate of 0.25 of a three (3) credit course stipend if cancelled within two (2) weeks of the start date. ABQ courses cancelled within two (2) weeks of the start date will be paid at the rate of a half course stipend for two (2) students. Cancellation of courses is not disciplinary and therefore, not grievable.

**21.18** As per Article 17.3, payment for overload hours for Laboratory Instructors and Seminar Instructors will apply when the combined Fall and Winter contact hours exceed 28. Payments for overload teaching will be paid as per past practice and as per Article 29.3 and 29.4. The hourly overload rate will be one-third of the part-time instructor stipend for a six credit course.

**21.19** In the event of a class cancellation that reduces the Member's combined Fall and Winter workload to below 28 hours, the Employer will work with the Member to establish a repayment plan to recover the overload payment in the following manner:

- (i) before the end of the current contract, if the Member will not be returning under contract the next semester
- (ii) before December 31 of the next calendar year for Members on a multi-year contract if they are notified after December 1 of the current year.

## **ARTICLE 22: PATENTS AND COPYRIGHT**

- 22.1** (a) The Employer will 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 will 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 will advise the Member of its intent to apply for a patent. Such application is at the Employer's expense, and the Member will cooperate fully in making the application.
- (d) Members will 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 will notify the Member within the same time period as in Article 22.4, and all rights will revert to the Member except that the Member will be deemed to have granted the Employer a royalty-free, irrevocable and non-transferable license to use the invention, improvement, design or development for University purposes.
- (f) The Employer will use at least sixty percent (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 will 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 will 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 will 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 will 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 will be deemed to have waived any claim to royalties or other income.

**22.8** Not less than sixty percent (60%) of any funds which accrue to the Employer for royalties from copyrights in which it participates will 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 will provide the Association with a copy of any such contract one (1) week prior to its execution.

**22.10 General Provisions**

- (a) The Employer will 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 a Member 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 Member signs a written agreement to that effect. Audio-visual recorded materials will 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 will 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 Member will 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 committee representation drawn from all unionized groups within the University, including at least one (1) person appointed by NUFA;
  - (b)** to cooperate with CASBU in making every reasonable provision for the safety, health and security of Members;
  - (c)** to take reasonable measures to maintain the security of the buildings and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours;
  - (d)** to ensure that CASBU has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety or security of Members as they carry out their responsibilities; and
  - (e)** to comply with the Occupational Health and Safety Act, S.O. 1980, as amended from time to time.
- 23.2** The parties agree that all personal communications must adhere to the Personal Harassment and Discrimination Policy and the Nipissing University Acceptable Use Policy. Effective June 10, 2006, universities are subject to the Freedom of Information and Protection of Privacy Act (FIPPA). All records in the custody and control of the University will be subject to FIPPA with exceptions as defined by the Act. Persons may request and have a right to access University information or records. A record is defined under the Act as any record of information however recorded, whether in printed or electronic form, film, or otherwise and includes drafts, post-it notes, margin notes, hard drive files, emails, voice mails, electronic agendas, address books, and recording devices.
- 23.3** Unless required under FIPPA, and for the purposes of this Article, files are documents under a Member's control and stored on University property, either in paper or electronic form. Such files do not include the Member's official file in the Dean's office nor the Personnel File of the Member in the Human Resources office.
- 23.4** The parties agree that Members have a right to privacy in their personal communications whether on paper or in electronic form and they undertake to respect that right to the fullest extent possible.
- 23.5** The Employer will, whenever possible, provide clear notification of its intention to examine the files, internet use and communications of Members, together with reasons for such action.
- 23.6** The Employer will not inspect a Member's paper files or engage in electronic monitoring or other scrutiny of the hard drive of computer(s) designated for a Member's use or of a Member's internet or email in a manner that in any way divulges, either to the Employer or a third party, the contents of the paper files, files on the hard drive, the electronic mail communications of Members, or details of internet usage patterns, beyond the need to guard against illegal activities, the need to meet concerns about liability, the need to

comply with the law or an order of a court, the need to protect the security and health of individuals, or the need to assess volume of usage for the purpose of maintaining system integrity.

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

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

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

- 24.3** The University will not voluntarily merge, amalgamate, assign, transfer or sell to any other body any of the academic units or subunits to which any Member belongs unless the successor agrees to be bound by this Collective Agreement for its duration.

#### **ARTICLE 25: NEGOTIATION PROCEDURE**

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

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

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

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

- 27.1** Except as specifically otherwise provided herein, the Collective Agreement will be binding and remain in effect from the date of signing to April 30, 2010.
- 27.2** If the parties have not ratified a new collective agreement on or before April 30, 2010, then all provisions of this agreement, save and except Article 26, will continue in force:
- (a)** until a new collective agreement has been ratified by the parties; or
  - (b)** unless a legal strike or lockout is in effect.

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

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

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



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

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

### **Overload Payments for Laboratory Instructors/Seminar Instructors and Service Course Instructors**

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

**29.3** The Employer agrees to spread overload payments evenly over seven (7) months (October – April) for Members in the Faculty of Arts and Science.

**29.4** Payments for all other overload teaching in the Faculty of Arts and Sciences and the Faculty of Education, such as Spring and Summer courses, Directed Studies and Thesis courses, will be according to past practice.

## **ARTICLE 30: DISCIPLINE**

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

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

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

**(a)** Disciplinary measures are limited to the following, listed in increasing order of severity: warning, reprimand, suspension with pay, suspension without pay, and dismissal for cause.

**(b)** A warning or reprimand must be addressed directly to the Member and be clearly identified as a disciplinary measure. A warning or reprimand does not impact on a Member's remuneration. A copy of the notice of the disciplinary measure may be sent to the President of the Association and the CASBU Officer with the Member's permission.

**(c)** Suspension with or without pay is the act of relieving a Member of some or all University duties for cause without his/her consent. Suspension with or without pay must be addressed directly to the Member and be clearly identified as a disciplinary measure. A copy of the notice of the disciplinary measure will simultaneously be sent to the President of the Association and the CASBU Officer. On reinstatement following a suspension with or without pay, the Member will be returned to the position held prior to the disciplinary measure, if the term of the contract has not expired. Suspension with pay does not impact on a Member's remuneration.

- (d) (i) Dismissal for cause means the termination of a Member's appointment by the Employer without the Member's consent before the end of their contract of appointment. Dismissal for cause must be addressed directly to the Member. A copy of the notice of the disciplinary measure will simultaneously be sent to the President of the Association and the CASBU Officer.
- (ii) Grounds for dismissal with cause of a Member will be gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct.

### **30.4 Investigations**

- (a) Any alleged behavior giving the Member's Associate Dean or Dean concern that a situation exists which may lead to disciplinary measures against a Member will be properly investigated by the appropriate Associate Dean or Dean, it being understood that a properly conducted investigation will not constitute a disciplinary action, and as such is not grievable.
- (b) In conducting any investigation, the Member's Associate Dean or Dean will:
  - (i) communicate any complaint to the Member within ten (10) working days, with confidentiality safeguards where appropriate, and provide the Member with an opportunity to respond to the complaint by meeting or by submission of materials or both;
  - (ii) respect all provisions of this agreement and, where there are no relevant provisions, act in a manner appropriate to the alleged cause;
  - (iii) notify the Member as promptly as is practicable as to the reasons for and the nature of the investigative action being undertaken;
  - (iv) inform the Member of any results of that investigation within ten (10) working days of such results being known; and
  - (v) take reasonable steps to maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless such confidentiality places a Member, another employee, or a student at risk.
- (c) After being informed of the results of an investigation, a Member will, in all cases, have the right to meet with the Associate Dean or Dean to provide explanations and to make submissions before any disciplinary measure is imposed.

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

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

- (a) be sent a written notice of the disciplinary measure, to be delivered electronically, by hand, or to the Member's last known address by registered mail. The written notice will include the following information: the specific nature of the offense, the

reasons for taking the action, the measures that must be taken for corrective action if appropriate, the consequences if not adhered to if appropriate, a summary of the evidence supporting the allegation, and, where relevant, the identity of any witnesses upon whose testimony the Employer is relying, unless identification could put the witness at risk. If required, the written notice will also include the dates of commencement of a suspension and, where possible, termination of the suspension. The letter will inform the Member of his/her right to seek advice from the Association. A copy of the letter will be sent to the President of the Association and the CASBU Officer with the permission of the Member, except where such permission is not required as indicated in this Article;

- (b) reserve the right to respond to the notice of discipline, either in writing or by an arranged meeting with the Employer, within ten (10) working days of the receipt of the written notice;
- (c) reserve the right, in dealing with the Employer, to be accompanied by an Association representative or to be represented by a person, including legal counsel, appointed for that purpose by the Member or the Association. However, if legal counsel is to attend, the Association will inform the Employer ten (10) working days in advance of the meeting;
- (d) waive his/her right to respond to the disciplinary measure should he/she fail to respond within ten (10) working days of receipt of the written notice, either personally or through an Association representative. In such case, the Employer reserves the right to proceed with its disciplinary measure.

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

- (a) The President of the University may exercise emergency powers to relieve a Member of some or all of the Members duties and remove some or all of the Members privileges, by written notice, only when:
  - (i) an investigation which may lead to the imposition of discipline on the Member is underway; and
  - (ii) the President has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to a student, an employee or any person associated with the institution or to the property of the institution.
- (b) The exercise of these emergency powers is deemed not to be a suspension for the purposes of this Article.

### **30.7 Grieving Disciplinary Measures**

- (a) All disciplinary measures are grievable. In all cases, the burden of proof is upon the Employer.
- (b) Article 20.14 notwithstanding, in the event that a disciplinary measure is successfully grieved, the fees and expenses of the arbitrator will be borne by the Employer.

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

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

- (a) A Member may not be subjected to a disciplinary measure for violation of a rule, regulation, or instruction unless that rule, regulation, or instruction is reasonable, does not contravene the provisions of this collective agreement, and has been promulgated and communicated by the appropriate authority.
- (b) If there is an alleged deficiency in their instruction or in the performance of their instructor related duties and responsibilities, the Member must be accorded a reasonable opportunity to correct the deficiency before any disciplinary measure is imposed.
- (c) If the alleged behaviour or action is of a type for which a separate institutional policy exists, the procedures of such a policy should be followed to the extent that they are not in conflict with this collective agreement, but in the event that such a policy is inconsistent with this collective agreement and either the complainant or respondent is a Member, this collective agreement will have primacy.
- (d) In the implementation of disciplinary measures:
  - (i) only a Member's Associate Dean, Dean, the Vice-President, Academic and Research, the President, or the Board may issue to the Member a warning or reprimand;
  - (ii) only the Vice-President, Academic and Research, or designate may suspend a Member, with or without pay;
  - (iii) only the Vice-President, Academic and Research, or designate may dismiss a Member.

- 30.9** In the case of a warning, reprimand, or suspension with or without pay, all communications related to the disciplinary measure will be placed in the Member's official file. Any communications relating to disciplinary measures will be removed from a

Member's official file after a period of 48 months from the date of the infraction provided that no subsequent infractions have occurred within that period. However, all records of any investigation undertaken in accordance with Article 30.4 will be destroyed within one week of the parties agreeing that the complaint has not been substantiated.

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

## APPENDIX A

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

#### Certificate

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

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

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

**ONTARIO LABOUR RELATIONS BOARD**

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

The bargaining unit includes persons employed as laboratory instructors.

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

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

**APPENDIX B**  
**LABORATORY INSTRUCTOR/SEMINAR INSTRUCTOR AND SERVICE COURSE INSTRUCTOR**  
**SALARY SCALE (12 MONTH APPOINTMENT)**

**STEPS**

**May 1, 2006**

|             | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Base</b> |        |        |        |        |        |        |        |        |
|             | 41,343 | 42,967 | 44,591 | 46,215 | 47,839 | 49,463 | 51,087 | 52,711 |

**May 1, 2007**

|             | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Base</b> |        |        |        |        |        |        |        |        |        |
|             | 42,790 | 44,471 | 46,152 | 47,833 | 49,514 | 51,195 | 52,876 | 54,557 | 56,238 |

**May 1, 2008**

|             | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Base</b> |        |        |        |        |        |        |        |        |        |        |
|             | 44,501 | 46,249 | 47,997 | 49,745 | 51,493 | 53,241 | 54,989 | 56,737 | 58,485 | 60,233 |

**May 1, 2009**

|             | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Base</b> |        |        |        |        |        |        |        |        |        |        |
|             | 46,281 | 48,099 | 49,917 | 51,735 | 53,553 | 55,371 | 57,189 | 59,007 | 60,825 | 62,643 |

**Salary scale excludes 4% vacation pay**

**Note: Instructors with a 12-month appointment will receive 10 vacation days rather than receiving 4% vacation pay.**

**Note: A ten (10) month appointee will receive 10/12's of the salary scale.**

**APPENDIX C  
ABQ COMPENSATION SCHEDULE – 2006/7-2009/10  
STIPENDS FOR INSTRUCTION OF ON-SITE & DISTANCE STUDY ABQ COURSES  
WITHOUT RFR**

| May 1, 2006 |             |             | May 1, 2007 |             |             | May 1, 2008 |             |             | May 1, 2009 |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| STUDENTS    | FULL COURSE | HALF COURSE | STUDENTS    | FULL COURSE | HALF COURSE | STUDENTS    | FULL COURSE | HALF COURSE | STUDENTS    | FULL COURSE | HALF COURSE |
| 1           | \$ 700      | \$ 500      | 1           | \$ 700      | \$ 500      | 1           | \$ 700      | \$ 500      | 1           | \$ 700      | \$ 500      |
| 2           | 1,349       | 725         | 2           | 1,349       | 725         | 2           | 1,349       | 725         | 2           | 1,349       | 725         |
| 3           | 2,028       | 1,014       | 3           | 2,028       | 1,014       | 3           | 2,028       | 1,014       | 3           | 2,028       | 1,014       |
| 4           | 2,630       | 1,315       | 4           | 2,630       | 1,315       | 4           | 2,630       | 1,315       | 4           | 2,630       | 1,315       |
| 5           | 3,232       | 1,616       | 5           | 3,232       | 1,616       | 5           | 3,232       | 1,616       | 5           | 3,232       | 1,616       |
| 6           | 3,834       | 1,917       | 6           | 3,834       | 1,917       | 6           | 3,834       | 1,917       | 6           | 3,834       | 1,917       |
| 7           | 4,436       | 2,218       | 7           | 4,436       | 2,218       | 7           | 4,436       | 2,218       | 7           | 4,436       | 2,218       |
| 8           | 5,038       | 2,519       | 8           | 5,038       | 2,519       | 8           | 5,038       | 2,519       | 8           | 5,038       | 2,519       |
| 9           | 5,640       | 2,820       | 9           | 5,640       | 2,820       | 9           | 5,640       | 2,820       | 9           | 5,640       | 2,820       |
| 10          | 6,245       | 3,122       | 10          | 6,245       | 3,122       | 10          | 6,245       | 3,122       | 10          | 6,245       | 3,122       |
| 11          | 6,411       | 3,205       | 11          | 6,539       | 3,269       | 11          | 6,719       | 3,359       | 11          | 6,921       | 3,460       |
| 12          | 6,577       | 3,288       | 12          | 6,709       | 3,354       | 12          | 6,893       | 3,446       | 12          | 7,100       | 3,549       |
| 13          | 6,745       | 3,372       | 13          | 6,880       | 3,439       | 13          | 7,069       | 3,534       | 13          | 7,281       | 3,640       |
| 14          | 6,911       | 3,456       | 14          | 7,049       | 3,525       | 14          | 7,243       | 3,622       | 14          | 7,460       | 3,731       |
| 15          | 7,077       | 3,539       | 15          | 7,219       | 3,610       | 15          | 7,417       | 3,709       | 15          | 7,640       | 3,820       |
| 16          | 7,245       | 3,623       | 16          | 7,390       | 3,695       | 16          | 7,593       | 3,797       | 16          | 7,821       | 3,911       |
| 17          | 7,411       | 3,706       | 17          | 7,559       | 3,780       | 17          | 7,767       | 3,884       | 17          | 8,000       | 4,001       |
| 18          | 7,577       | 3,789       | 18          | 7,729       | 3,865       | 18          | 7,941       | 3,971       | 18          | 8,179       | 4,090       |
| 19          | 7,746       | 3,873       | 19          | 7,901       | 3,950       | 19          | 8,118       | 4,059       | 19          | 8,362       | 4,181       |
| 20          | 7,912       | 3,956       | 20          | 8,070       | 4,035       | 20          | 8,292       | 4,146       | 20          | 8,541       | 4,270       |
| 21          | 8,032       | 4,016       | 21          | 8,190       | 4,095       | 21          | 8,412       | 4,206       | 21          | 8,661       | 4,330       |
| 22          | 8,152       | 4,076       | 22          | 8,310       | 4,155       | 22          | 8,532       | 4,266       | 22          | 8,781       | 4,390       |
| 23          | 8,272       | 4,136       | 23          | 8,430       | 4,215       | 23          | 8,652       | 4,326       | 23          | 8,901       | 4,450       |
| 24          | 8,392       | 4,196       | 24          | 8,550       | 4,275       | 24          | 8,772       | 4,386       | 24          | 9,021       | 4,510       |
| 25          | 8,512       | 4,256       | 25          | 8,670       | 4,335       | 25          | 8,892       | 4,446       | 25          | 9,141       | 4,570       |
| 26          | 8,632       | 4,316       | 26          | 8,790       | 4,395       | 26          | 9,012       | 4,506       | 26          | 9,261       | 4,630       |
| 27          | 8,752       | 4,376       | 27          | 8,910       | 4,455       | 27          | 9,132       | 4,566       | 27          | 9,381       | 4,690       |
| 28          | 8,872       | 4,436       | 28          | 9,030       | 4,515       | 28          | 9,252       | 4,626       | 28          | 9,501       | 4,750       |
| 29          | 8,992       | 4,496       | 29          | 9,150       | 4,575       | 29          | 9,372       | 4,686       | 29          | 9,621       | 4,810       |
| 30          | 9,112       | 4,556       | 30          | 9,270       | 4,635       | 30          | 9,492       | 4,746       | 30          | 9,741       | 4,870       |
| 31          | 9,232       | 4,616       | 31          | 9,390       | 4,695       | 31          | 9,612       | 4,806       | 31          | 9,861       | 4,930       |
| 32          | 9,352       | 4,676       | 32          | 9,510       | 4,755       | 32          | 9,732       | 4,866       | 32          | 9,981       | 4,990       |
| 33          | 9,472       | 4,736       | 33          | 9,630       | 4,815       | 33          | 9,852       | 4,926       | 33          | 10,101      | 5,050       |
| 34          | 9,592       | 4,796       | 34          | 9,750       | 4,875       | 34          | 9,972       | 4,986       | 34          | 10,221      | 5,110       |
| 35          | 9,712       | 4,856       | 35          | 9,870       | 4,935       | 35          | 10,092      | 5,046       | 35          | 10,341      | 5,170       |
| 36          | 9,832       | 4,916       | 36          | 9,990       | 4,995       | 36          | 10,212      | 5,106       | 36          | 10,461      | 5,230       |
| 37          | 9,952       | 4,976       | 37          | 10,110      | 5,055       | 37          | 10,332      | 5,166       | 37          | 10,581      | 5,290       |
| 38          | 10,072      | 5,036       | 38          | 10,230      | 5,115       | 38          | 10,452      | 5,226       | 38          | 10,701      | 5,350       |
| 39          | 10,192      | 5,096       | 39          | 10,350      | 5,175       | 39          | 10,572      | 5,286       | 39          | 10,821      | 5,410       |
| 40          | 10,312      | 5,156       | 40          | 10,470      | 5,235       | 40          | 10,692      | 5,346       | 40          | 10,941      | 5,470       |

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

Economic increase for classes above minimum enrolment target of 10 students:

May 1, 2007 – 2%; May 1, 2008 – 2.75%; May 1, 2009 – 3%



**APPENDIX D  
ABQ COMPENSATION SCHEDULE – 2006/7-2009/10  
STIPENDS FOR INSTRUCTION OF ON-SITE & DISTANCE STUDY ABQ COURSES  
WITH RFR**

| May 1, 2006 |             |             | May 1, 2007 |             |             | May 1, 2008 |             |             | May 1, 2009 |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| STUDENTS    | FULL COURSE | HALF COURSE | STUDENTS    | FULL COURSE | HALF COURSE | STUDENTS    | FULL COURSE | HALF COURSE | STUDENTS    | FULL COURSE | HALF COURSE |
| 1           | \$ 720      | \$ 510      | 1           | \$ 720      | \$ 510      | 1           | \$ 720      | \$ 510      | 1           | \$ 720      | \$ 510      |
| 2           | 1,389       | 745         | 2           | 1,389       | 745         | 2           | 1,389       | 745         | 2           | 1,389       | 745         |
| 3           | 2,088       | 1,044       | 3           | 2,088       | 1,044       | 3           | 2,088       | 1,044       | 3           | 2,088       | 1,044       |
| 4           | 2,710       | 1,355       | 4           | 2,710       | 1,355       | 4           | 2,710       | 1,355       | 4           | 2,710       | 1,355       |
| 5           | 3,332       | 1,666       | 5           | 3,332       | 1,666       | 5           | 3,332       | 1,666       | 5           | 3,332       | 1,666       |
| 6           | 3,954       | 1,977       | 6           | 3,954       | 1,977       | 6           | 3,954       | 1,977       | 6           | 3,954       | 1,977       |
| 7           | 4,576       | 2,288       | 7           | 4,576       | 2,288       | 7           | 4,576       | 2,288       | 7           | 4,576       | 2,288       |
| 8           | 5,198       | 2,599       | 8           | 5,198       | 2,599       | 8           | 5,198       | 2,599       | 8           | 5,198       | 2,599       |
| 9           | 5,820       | 2,910       | 9           | 5,820       | 2,910       | 9           | 5,820       | 2,910       | 9           | 5,820       | 2,910       |
| 10          | 6,445       | 3,222       | 10          | 6,445       | 3,222       | 10          | 6,445       | 3,222       | 10          | 6,445       | 3,222       |
| 11          | 6,631       | 3,315       | 11          | 6,759       | 3,379       | 11          | 6,939       | 3,469       | 11          | 7,141       | 3,570       |
| 12          | 6,817       | 3,408       | 12          | 6,949       | 3,474       | 12          | 7,133       | 3,566       | 12          | 7,340       | 3,669       |
| 13          | 7,005       | 3,502       | 13          | 7,140       | 3,569       | 13          | 7,329       | 3,664       | 13          | 7,541       | 3,770       |
| 14          | 7,191       | 3,596       | 14          | 7,329       | 3,665       | 14          | 7,523       | 3,762       | 14          | 7,740       | 3,870       |
| 15          | 7,377       | 3,689       | 15          | 7,519       | 3,760       | 15          | 7,717       | 3,859       | 15          | 7,940       | 3,970       |
| 16          | 7,565       | 3,783       | 16          | 7,710       | 3,855       | 16          | 7,913       | 3,957       | 16          | 8,141       | 4,071       |
| 17          | 7,751       | 3,876       | 17          | 7,899       | 3,950       | 17          | 8,107       | 4,054       | 17          | 8,340       | 4,170       |
| 18          | 7,937       | 3,969       | 18          | 8,089       | 4,045       | 18          | 8,301       | 4,151       | 18          | 8,539       | 4,270       |
| 19          | 8,126       | 4,063       | 19          | 8,281       | 4,140       | 19          | 8,498       | 4,249       | 19          | 8,742       | 4,371       |
| 20          | 8,312       | 4,156       | 20          | 8,470       | 4,235       | 20          | 8,692       | 4,346       | 20          | 8,941       | 4,470       |
| 21          | 8,432       | 4,216       | 21          | 8,590       | 4,295       | 21          | 8,812       | 4,406       | 21          | 9,061       | 4,530       |
| 22          | 8,552       | 4,276       | 22          | 8,710       | 4,355       | 22          | 8,932       | 4,466       | 22          | 9,181       | 4,590       |
| 23          | 8,672       | 4,336       | 23          | 8,830       | 4,415       | 23          | 9,052       | 4,526       | 23          | 9,301       | 4,650       |
| 24          | 8,792       | 4,396       | 24          | 8,950       | 4,475       | 24          | 9,172       | 4,586       | 24          | 9,421       | 4,710       |
| 25          | 8,912       | 4,456       | 25          | 9,070       | 4,535       | 25          | 9,292       | 4,646       | 25          | 9,541       | 4,770       |
| 26          | 9,032       | 4,516       | 26          | 9,190       | 4,595       | 26          | 9,412       | 4,706       | 26          | 9,661       | 4,830       |
| 27          | 9,152       | 4,576       | 27          | 9,310       | 4,655       | 27          | 9,532       | 4,766       | 27          | 9,781       | 4,890       |
| 28          | 9,272       | 4,636       | 28          | 9,430       | 4,715       | 28          | 9,652       | 4,826       | 28          | 9,901       | 4,950       |
| 29          | 9,392       | 4,696       | 29          | 9,550       | 4,775       | 29          | 9,772       | 4,886       | 29          | 10,021      | 5,010       |
| 30          | 9,512       | 4,756       | 30          | 9,670       | 4,835       | 30          | 9,892       | 4,946       | 30          | 10,141      | 5,070       |
| 31          | 9,632       | 4,816       | 31          | 9,790       | 4,895       | 31          | 10,012      | 5,006       | 31          | 10,261      | 5,130       |
| 32          | 9,752       | 4,876       | 32          | 9,910       | 4,955       | 32          | 10,132      | 5,066       | 32          | 10,381      | 5,190       |
| 33          | 9,872       | 4,936       | 33          | 10,030      | 5,015       | 33          | 10,252      | 5,126       | 33          | 10,501      | 5,250       |
| 34          | 9,992       | 4,996       | 34          | 10,150      | 5,075       | 34          | 10,372      | 5,186       | 34          | 10,621      | 5,310       |
| 35          | 10,112      | 5,056       | 35          | 10,270      | 5,135       | 35          | 10,492      | 5,246       | 35          | 10,741      | 5,370       |
| 36          | 10,232      | 5,116       | 36          | 10,390      | 5,195       | 36          | 10,612      | 5,306       | 36          | 10,861      | 5,430       |
| 37          | 10,352      | 5,176       | 37          | 10,510      | 5,255       | 37          | 10,732      | 5,366       | 37          | 10,981      | 5,490       |
| 38          | 10,472      | 5,236       | 38          | 10,630      | 5,315       | 38          | 10,852      | 5,426       | 38          | 11,101      | 5,550       |
| 39          | 10,592      | 5,296       | 39          | 10,750      | 5,375       | 39          | 10,972      | 5,486       | 39          | 11,221      | 5,610       |
| 40          | 10,712      | 5,356       | 40          | 10,870      | 5,435       | 40          | 11,092      | 5,546       | 40          | 11,341      | 5,670       |

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

RFR of \$200 per 3 credit course and \$400 per 6 credit course. As per Article 21.5 of the CASBU collective agreement, the \$200 or \$400 will be prorated for low enrolment courses.

Economic increase for classes above minimum enrolment target of 10 students:  
May 1, 2007 – 2%; May 1, 2008 – 2.75%; May 1, 2009 – 3%

**APPENDIX E  
CCBE INSTRUCTOR SALARY SCALE  
WITHOUT RFR**

| May 1, 2006 |         | May 1, 2007 |         | May 1, 2008 |         | May 1, 2009 |         |
|-------------|---------|-------------|---------|-------------|---------|-------------|---------|
| STUDENTS    | STIPEND | STUDENTS    | STIPEND | STUDENTS    | STIPEND | STUDENTS    | STIPEND |
| 1           | \$ 945  | 1           | \$ 945  | 1           | \$ 945  | 1           | \$ 945  |
| 2           | 945     | 2           | 945     | 2           | 945     | 2           | 945     |
| 3           | 945     | 3           | 945     | 3           | 945     | 3           | 945     |
| 4           | 945     | 4           | 945     | 4           | 945     | 4           | 945     |
| 5           | 945     | 5           | 945     | 5           | 945     | 5           | 945     |
| 6           | 1,085   | 6           | 1,085   | 6           | 1,085   | 6           | 1,085   |
| 7           | 1,225   | 7           | 1,225   | 7           | 1,225   | 7           | 1,225   |
| 8           | 1,365   | 8           | 1,365   | 8           | 1,365   | 8           | 1,365   |
| 9           | 1,505   | 9           | 1,505   | 9           | 1,505   | 9           | 1,505   |
| 10          | 1,645   | 10          | 1,645   | 10          | 1,645   | 10          | 1,645   |
| 11          | 1,786   | 11          | 1,822   | 11          | 1,872   | 11          | 1,928   |
| 12          | 1,926   | 12          | 1,965   | 12          | 2,019   | 12          | 2,080   |
| 13          | 2,066   | 13          | 2,107   | 13          | 2,165   | 13          | 2,230   |
| 14          | 2,206   | 14          | 2,250   | 14          | 2,312   | 14          | 2,381   |
| 15          | 2,346   | 15          | 2,393   | 15          | 2,459   | 15          | 2,533   |
| 16          | 2,486   | 16          | 2,536   | 16          | 2,606   | 16          | 2,684   |
| 17          | 2,626   | 17          | 2,679   | 17          | 2,753   | 17          | 2,836   |
| 18          | 2,766   | 18          | 2,821   | 18          | 2,899   | 18          | 2,986   |
| 19          | 2,906   | 19          | 2,964   | 19          | 3,046   | 19          | 3,137   |
| 20          | 3,046   | 20          | 3,107   | 20          | 3,192   | 20          | 3,288   |
| 21          | 3,186   | 21          | 3,250   | 21          | 3,339   | 21          | 3,439   |
| 22          | 3,327   | 22          | 3,394   | 22          | 3,487   | 22          | 3,592   |
| 23          | 3,467   | 23          | 3,536   | 23          | 3,633   | 23          | 3,742   |
| 24          | 3,607   | 24          | 3,679   | 24          | 3,780   | 24          | 3,893   |
| 25          | 3,747   | 25          | 3,822   | 25          | 3,927   | 25          | 4,045   |
| 26          | 3,887   | 26          | 3,965   | 26          | 4,074   | 26          | 4,196   |
| 27          | 4,027   | 27          | 4,108   | 27          | 4,221   | 27          | 4,348   |
| 28          | 4,167   | 28          | 4,250   | 28          | 4,367   | 28          | 4,498   |
| 29          | 4,307   | 29          | 4,393   | 29          | 4,514   | 29          | 4,649   |
| 30          | 4,447   | 30          | 4,536   | 30          | 4,661   | 30          | 4,801   |
| 31          | 4,507   | 31          | 4,596   | 31          | 4,721   | 31          | 4,861   |
| 32          | 4,567   | 32          | 4,656   | 32          | 4,781   | 32          | 4,921   |
| 33          | 4,627   | 33          | 4,716   | 33          | 4,841   | 33          | 4,981   |
| 34          | 4,687   | 34          | 4,776   | 34          | 4,901   | 34          | 5,041   |
| 35          | 4,747   | 35          | 4,836   | 35          | 4,961   | 35          | 5,101   |
| 36          | 4,807   | 36          | 4,896   | 36          | 5,021   | 36          | 5,161   |
| 37          | 4,867   | 37          | 4,956   | 37          | 5,081   | 37          | 5,221   |
| 38          | 4,927   | 38          | 5,016   | 38          | 5,141   | 38          | 5,281   |
| 39          | 4,987   | 39          | 5,076   | 39          | 5,201   | 39          | 5,341   |
| 40          | 5,047   | 40          | 5,136   | 40          | 5,261   | 40          | 5,401   |

Development/update costs of \$205 included in the total.  
 The minimum payment is based on 5 students.  
 Additional students over 40 will be paid an additional \$60/student per half course.

Economic increase for classes above minimum enrolment target of 10 students:  
 May 1, 2007 – 2%; May 1, 2008 – 2.75%; May 1, 2009 – 3%

**APPENDIX F  
CCBE INSTRUCTOR SALARY SCALE  
WITH RFR**

| May 1, 2006 |         | May 1, 2007 |         | May 1, 2008 |         | May 1, 2009 |         |
|-------------|---------|-------------|---------|-------------|---------|-------------|---------|
| STUDENTS    | STIPEND | STUDENTS    | STIPEND | STUDENTS    | STIPEND | STUDENTS    | STIPEND |
| 1           | \$ 951  | 1           | \$ 951  | 1           | \$ 951  | 1           | \$ 951  |
| 2           | 951     | 2           | 951     | 2           | 951     | 2           | 951     |
| 3           | 951     | 3           | 951     | 3           | 951     | 3           | 951     |
| 4           | 951     | 4           | 951     | 4           | 951     | 4           | 951     |
| 5           | 951     | 5           | 951     | 5           | 951     | 5           | 951     |
| 6           | 1,093   | 6           | 1,093   | 6           | 1,093   | 6           | 1,093   |
| 7           | 1,241   | 7           | 1,241   | 7           | 1,241   | 7           | 1,241   |
| 8           | 1,389   | 8           | 1,389   | 8           | 1,389   | 8           | 1,389   |
| 9           | 1,537   | 9           | 1,537   | 9           | 1,537   | 9           | 1,537   |
| 10          | 1,685   | 10          | 1,685   | 10          | 1,685   | 10          | 1,685   |
| 11          | 1,834   | 11          | 1,870   | 11          | 1,920   | 11          | 1,976   |
| 12          | 1,982   | 12          | 2,021   | 12          | 2,075   | 12          | 2,136   |
| 13          | 2,130   | 13          | 2,171   | 13          | 2,229   | 13          | 2,294   |
| 14          | 2,278   | 14          | 2,322   | 14          | 2,384   | 14          | 2,453   |
| 15          | 2,426   | 15          | 2,473   | 15          | 2,539   | 15          | 2,613   |
| 16          | 2,574   | 16          | 2,624   | 16          | 2,694   | 16          | 2,772   |
| 17          | 2,722   | 17          | 2,775   | 17          | 2,849   | 17          | 2,932   |
| 18          | 2,870   | 18          | 2,925   | 18          | 3,003   | 18          | 3,090   |
| 19          | 3,018   | 19          | 3,076   | 19          | 3,158   | 19          | 3,249   |
| 20          | 3,166   | 20          | 3,227   | 20          | 3,312   | 20          | 3,408   |
| 21          | 3,314   | 21          | 3,378   | 21          | 3,467   | 21          | 3,567   |
| 22          | 3,463   | 22          | 3,530   | 22          | 3,623   | 22          | 3,728   |
| 23          | 3,611   | 23          | 3,680   | 23          | 3,777   | 23          | 3,886   |
| 24          | 3,759   | 24          | 3,831   | 24          | 3,932   | 24          | 4,045   |
| 25          | 3,907   | 25          | 3,982   | 25          | 4,087   | 25          | 4,205   |
| 26          | 4,055   | 26          | 4,133   | 26          | 4,242   | 26          | 4,364   |
| 27          | 4,203   | 27          | 4,284   | 27          | 4,397   | 27          | 4,524   |
| 28          | 4,351   | 28          | 4,434   | 28          | 4,551   | 28          | 4,682   |
| 29          | 4,499   | 29          | 4,585   | 29          | 4,706   | 29          | 4,841   |
| 30          | 4,647   | 30          | 4,736   | 30          | 4,861   | 30          | 5,001   |
| 31          | 4,707   | 31          | 4,796   | 31          | 4,921   | 31          | 5,061   |
| 32          | 4,767   | 32          | 4,856   | 32          | 4,981   | 32          | 5,121   |
| 33          | 4,827   | 33          | 4,916   | 33          | 5,041   | 33          | 5,181   |
| 34          | 4,887   | 34          | 4,976   | 34          | 5,101   | 34          | 5,241   |
| 35          | 4,947   | 35          | 5,036   | 35          | 5,161   | 35          | 5,301   |
| 36          | 5,007   | 36          | 5,096   | 36          | 5,221   | 36          | 5,361   |
| 37          | 5,067   | 37          | 5,156   | 37          | 5,281   | 37          | 5,421   |
| 38          | 5,127   | 38          | 5,216   | 38          | 5,341   | 38          | 5,481   |
| 39          | 5,187   | 39          | 5,276   | 39          | 5,401   | 39          | 5,541   |
| 40          | 5,247   | 40          | 5,336   | 40          | 5,461   | 40          | 5,601   |

Development/update costs of \$205 included in the total.  
 The minimum payment is based on 5 students.  
 Additional students over 40 will be paid an additional \$60/student per half course.

Economic increase for classes above minimum enrolment target of 10 students:  
 May 1, 2007 – 2%; May 1, 2008 – 2.75%; May 1, 2009 – 3%

**APPENDIX G**

**ARBITRATORS PURSUANT TO ARTICLE 20.8**

Kevin Burkett

Jane Devlin

Pamela Picher

Owen Shime

William Kaplan

Paula Knopf

Gail Brent

Howard Brown

Richard McLaren

## APPENDIX H

### 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 1006

MATH 1911

MATH 1912

UNIV 1011

UNIV 2011

## APPENDIX I

### CASBU OFFICER DUTIES

1. Liaise with Vice-President, Finance & Administration, and Associate Vice-President, Human Resources offices on routine housekeeping matters such as office use, directory lists, etc.
2. Will be the recipient of Members' lists as stipulated in Articles 6.2 and 10.2 and keep member lists with addresses up-to-date.
3. Will be a member of the JCAA as per Article 9.
4. Conduct regular research on contract staff matters.
5. Keep the office files orderly and up-to-date.
6. Be 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, etc.).
7. Will be a member of the NUFA executive, serving as Secretary, and will attend meetings. The Office of NUFA Secretary carries with it responsibilities as assigned by the executive.
8. Will be a member of the RFR (Right of First Refusal) Committee as outlined in Article 15.9.
9. Will be available to assist the NUFA Grievance Officer on CASBU grievances, if so requested by the NUFA Grievance Officer.
10. In contract negotiating years, will be a member of the bargaining unit negotiating team.
11. Will assist in administering the Nipissing University Teaching Award for CASBU Members, if so called upon.

**APPENDIX J**

**LETTER OF UNDERSTANDING REGARDING CASBU OFFICER AND  
CASBU MEMBER AT LARGE**

The parties agree that for the duration of this Collective Agreement, Nipissing University is willing to recognize the CASBU Officer and the CASBU Member at Large for the purpose of conducting Union business for CASBU members even if their appointment or contract ends prior to the next election. The University will recognize their ability to conduct Union business as long as they remain part of the Executive of the Nipissing University Faculty Association (NUFA) and have not been removed as per Article 11 of the Nipissing University Faculty Association Constitution.

**APPENDIX K**

**LETTER OF UNDERSTANDING REGARDING IMPLEMENTATION/TRANSITION OF THE NEW PROVISIONS IN ARTICLE 15.4**

The parties agree that the new provisions set out in Article 15.4 will be implemented for current members as of June 30, 2007, and will occur as outlined below:

A Member currently employed on a 10 or 12 month contract who has, as of June 30, 2007, one (1) academic year of service, will be subject to the provisions in Article 15.4(b) (i.e. they will be evaluated under the provisions of Article 15.4 and 15.5 prior to July 1, 2007).

A Member employed with two (2) or more consecutive years of service as of June 30, 2007, will be provided with a formal evaluation prior to the end of their current contract or by July 1, 2008, at which time the offer letter will be updated to reflect the provisions of Article 15.4(c)(ii) or 15.4(c)(iii) or 15.4(d), dependent upon their length of service at the time of evaluation.

A Member employed with four (4) or more consecutive years of service as of June 30, 2007, will be provided with an option to have a formal evaluation performed prior to the end of their current contract, at which time the offer letter will be updated to reflect the provisions of Article 15.4(c)(iii) or 15.4(d), dependent upon their length of service at the time of evaluation.



**APPENDIX L**

**LETTER OF UNDERSTANDING REGARDING SALARY GRID ADJUSTMENT OF CURRENT CASBU MEMBERS AS OF MAY 1, 2006**

The parties agree that at the time of the signing of the CASBU Agreement, CASBU will review the credentials of current Members and assess a need for Step Level adjustment according to the following:

- (a)** If a current Member has completed a Master's degree at the time of the signing of this agreement from an accredited university and is below Step 3 on the salary grid (Appendix B), then that Member will be placed at Step 3.
- (b)** If a current member has completed a Doctoral degree at the time of the signing of this agreement from an accredited university and is below Step 5 on the salary grid (Appendix B), then that Member will be placed at Step 5.
- (c)** Adjustment of Step Level will be reported to the Associate Vice-President, Human Resources, within 15 working days of the signing of this agreement.
- (d)** The Associate Vice-President, Human Resources, will verify the completion of the Master's or Doctoral degree and will initiate the adjustment within 15 working days of the verification.

## **APPENDIX M**

### **LETTER OF UNDERSTANDING**

#### **ARTICLE 22: INTELLECTUAL PROPERTY RIGHTS, PATENTS AND COPYRIGHT**

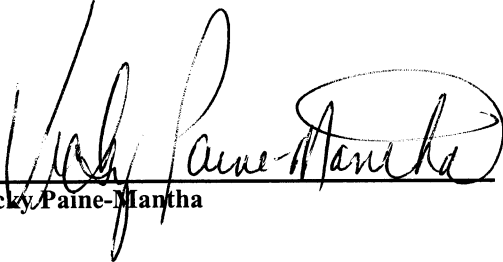
1. The parties agree, because of the complex nature of the issues involved, to establish a Joint Committee on Intellectual Property Rights, Patents and Copyright whose mandate will be to produce an article that will replace Article 22 of the 2003-2006 Collective Agreement (currently titled "Patents and Copyright").
2. The Committee will be composed of four members appointed by the Administration and four members appointed by NUFA.
3. The new Article will be prepared no more than 12 months after the signing of the Collective Agreement.
4. After six months, the Joint Committee will issue a brief progress report to the President of the University and the President of NUFA.
5. Until a new article has been agreed to, the terms of Article 22 ("Patents and Copyright") in the 2003-2006 collective agreement will remain in force.

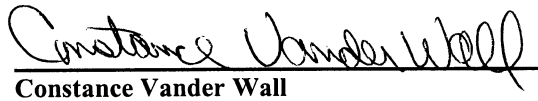
**THIS COLLECTIVE AGREEMENT**

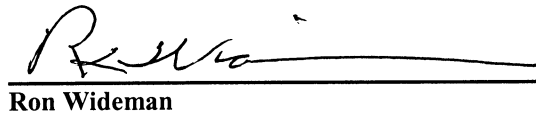
**SIGNED AT NORTH BAY,**

this 30<sup>th</sup> day of April 2007

**NIPISSING UNIVERSITY**

  
\_\_\_\_\_  
Vicky Paine-Mantha

  
\_\_\_\_\_  
Constance Vander Wall


  
\_\_\_\_\_  
Ron Wideman

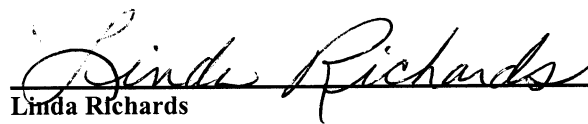
  
\_\_\_\_\_  
Alan Sparkes


**CONTRACT ACADEMIC  
STAFF BARGAINING UNIT**

  
\_\_\_\_\_  
Douglas Bolger, CASBU Officer

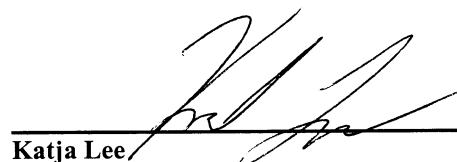
  
\_\_\_\_\_  
Roman Brozowski

  
\_\_\_\_\_  
Bill Dew

  
\_\_\_\_\_  
Linda Richards

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

  
\_\_\_\_\_  
Stephen Hunt

  
\_\_\_\_\_  
Katja Lee