

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, 2010 – April 30, 2014

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ARTICLE 1: DEFINITIONS

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

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

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

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

Association designates the Nipissing University Faculty Association (NUFA).

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

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

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

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

CAUT designates the Canadian Association of University Teachers, a body corporate incorporated under letters patent granted by the Deputy Registrar General of Canada, 24 November, 1970.

CFTL designates the Centre for Flexible Teaching and Learning.

CFTL Course designates a degree course brokered through CFTL.

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

Continuing Contract designates an ongoing contract that ends if the Member retires, is dismissed according to the terms outlined in Article 30, or if the contract position is no longer needed according to the terms outlined in Article 15.4(g).

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

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

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

Employer designates the Board of Governors of Nipissing University.

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

FASBU designates the Full-time Academic Staff Bargaining Unit.

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

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

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

Laboratory Instructor designates a Full-time Instructor 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 designates 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 FASBU and CASBU.

OCUFA designates the Ontario Confederation of University Faculty Associations.

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

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

Personnel File designates all files containing evaluative materials concerning Members.

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

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

Secondment designates a temporary assignment by the Employer of a Member to perform duties in an Academic Unit or Department/Division/School other than the Member's academic

home or the appointment by the employer of a Member to an administrative position for a limited period of time.

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

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

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

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

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

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

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

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

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

ARTICLE 2: PREAMBLE

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

ARTICLE 3: DEFINITION OF THE UNIT

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

ARTICLE 4: RECOGNITION

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

ARTICLE 5: RIGHTS AND PRIVILEGES OF CASBU

- 5.1** CASBU will have the right to have the CASBU Officer or designate present at meetings of the membership called by the Employer or the agent of the Employer at which matters pertinent to this Collective Agreement are discussed and to make representations at such meetings.
- 5.2** NUFA will have the right at any time to call upon the assistance of representatives of CAUT, OCUFA, or other similar bodies. Such representatives will have reasonable access to Nipissing University premises to consult with Members of either bargaining unit and/or the Employer.

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

ARTICLE 6: DUES CHECK-OFF

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

6.2 Dues Remittance

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

- 6.3** In cases where the list of Members' names and salary deductions varies from the list assembled by NUFA for each term, the Employer agrees to meet with a designated

NUFA representative no later than ten (10) days after the list has been first presented by the Employer each term, to attempt to equalize the lists.

ARTICLE 7: ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY

7.1 General Definition

- (a)** Members have a right to academic freedom, which is defined as the freedom, (i) individually or collectively, to acquire, to pursue, to develop, to preserve, and to transmit knowledge through research, study, examination, questioning, discussion, documentation (in all formats), production, creation, teaching, lecturing, writing, and performance, regardless of prescribed or official doctrine and without constriction by institutional censorship; and (ii) to disseminate their opinion(s) on any questions related to their teaching 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, to treat students fairly and ethically, and to teach effectively, which includes using fair, reasoned and fact-based arguments and showing a willingness to accommodate the expression of differing points of view.

7.3 The Freedom to Research and its Responsibilities

While Members are not required to perform research as part of their duties and responsibilities, Members choosing to engage in research are bound by the 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 ON THE ADMINISTRATION OF THE AGREEMENT (JCAA)

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

ARTICLE 10: CORRESPONDENCE AND INFORMATION

10.1 Correspondence

- (a) Except where otherwise specified in this Collective Agreement, correspondence between CASBU and the Employer arising out of this Collective Agreement will pass between the President of the University and the CASBU Officer or their designates.
- (b) Where written notice is specified in this Agreement, the University internal mail will be 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; and
- (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 Part-time Instructors.
- (b)** The University will provide, to the best of its ability, an office for each Full-time Instructor.
- (c)** Upon hiring, a Full-time Instructor will be provided with a serviceable computer.
- (d)** The University will provide a serviceable computer for each of the existing part-time Faculty offices over the course of this agreement.
- (e)** The University will provide an email account for each Member which Members are expected to use for all their University communications and instruction.
 - (i)** The Member's email account will remain active for 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

Telephone directories for North Bay will be regularly updated to include all Members covered in this Agreement.

12.4 Department and Faculty Meetings

- (a)** CASBU Members will be invited to their Department/Division/School meetings. Members may be excluded from portions of the Department/Division/School meetings that deal with staffing issues.

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

12.5 Travel

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

12.6 Professional Development Fund

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

- (a) Full-time Instructors may apply for a subsidy to attend conferences or activities related to pedagogy and/or their discipline. The use of these funds must relate directly to the Member's assigned teaching duties and responsibilities.
- (b) Part-time Instructors who have taught 18 credits since May 1, 2007, or who achieve RFR as per Article 15.8(a) are eligible to apply.
- (c) Eligible Members may apply to their respective Dean for a subsidy up to seven hundred and fifty dollars (\$750) per year in support of professional development conferences or activities. If the Member is presenting, he or she may apply for a subsidy of up to one thousand five hundred dollars (\$1,500).

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

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

ARTICLE 13: MANAGEMENT RIGHTS

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

ARTICLE 14: 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; and

- (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; and
 - (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: CONTRACT TERMS

15.1 Types of Contracts

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

- (a) Part-time-contracts
 - ABQ Course Instructor
 - CFTL Course Instructor (restricted to degree credit courses as per the Ontario Labour Relations Board Certificate dated February 13, 2001)
 - On-campus Course Instructor
- (b) Full-time contracts
 - Laboratory Instructor
 - Seminar Instructor
 - Service Course Instructor

15.2 Contract Terms for Part-time Instructors

- (a)** All Part-time contracts under this Collective Agreement will be made by the Dean or designate after consultation with the Department/Division/School.
- (b)** In assessing the eligibility of candidates for any new position or vacancy within the Bargaining Unit, the ongoing performance for renewal contracts and/or maintenance of Right of First Refusal status, the Dean or designate will consider: academic and professional credentials, teaching experience and teaching performance, and academic and professional expertise within the relevant academic unit.
- (c)** Part-time Instructors with an on-going record of successful teaching and professionalism may be offered a new contract without the requirement for external search and competition.
- (d)** The contract will specify the term, the course name and number, duties, total remuneration, and a statement that the contract is made subject to the terms of this Collective Agreement.
- (e)** Contracts will normally be mailed at least thirty (30) days before the contract begins.
- (f)** As per Article 21.2(b) of the FASBU Collective Agreement, no Part-time Instructor will teach more than four 3-credit on-campus courses during the Fall/Winter term.
- (g)** The supervision of individualized studies courses is not considered part of the normal twelve (12) on-campus credit teaching load. Supervision of individualized courses will carry with it a stipend.
- (h)** A copy of each letter of appointment will be forwarded to the President of the Association.

15.3 Contract Terms for Full-time Instructors

- (a)** All Full-time contracts under this Collective Agreement will be made by the VPAR or designate after consultation with the Dean and the Department/Division/School.
- (b)** In assessing the academic qualifications of candidates for any new position or vacancy within the Bargaining Unit, the VPAR or designate will consider: academic and professional credentials, teaching experience and teaching performance, and academic and professional expertise within the relevant academic unit.
- (c)** Workload, as outlined in Article 17, is assigned by the Dean or designate in consultation with the Department/Division/School.
- (d)** The duration of an initial contract for a Full-time Instructor will be no less than ten (10) months, at the discretion of the VPAR after consultation with the Member's Dean and the Member's Department/Division/School. A contract of less than ten (10) months may be assigned to replace a Full-time Instructor on leave as per the provisions of Article 16.

- (e) Not less than sixty (60) calendar days prior to the end of the initial contract, Full-time Instructors will undergo a Formal Review by a Department/Division/School Review Committee as outlined in Article 15.4.
- (f) During any contract, the number of months may be increased.
- (g) All contracts are to a single, specific campus.
- (h) A copy of each contract will be forwarded to the President of the Association.

15.4 Initial Formal Performance Review for Full-time Instructors

- (a) The Formal Review, prior to the end of the initial contract, will be carried out by a Department/Division/School Review Committee. This Committee will be made up of the appropriate Dean or designate, the Department/Division/School Chair/Director and two (2) Department/Division/School NUFA Members who interact professionally with the Member. The Member will choose one of the two (2) Department/Division/School NUFA Members who will serve on the Review Committee. In the Education Faculty, where a Member has responsibilities across divisions and is not assigned to one division exclusively, the Formal Review will be conducted by a Review Committee chaired by the Dean and include one (1) NUFA Member of each division who interacts professionally with the Member.
- (b) A Member may request letters of recommendation from colleagues and/or other members of the University community for the Formal Review prior to the end of the initial contract. These comments will be noted in the record of the review.
- (c) The Department/Division/School Review Committee will assess the Member based on his/her demonstration of successful teaching and professionalism.
- (d) Not less than thirty (30) calendar days prior to the end of the initial contract, the Full-time Instructor will receive in writing the decision of the Department/Division/School Review Committee. The Review Committee will designate the Full-time Instructor's performance as Satisfactory, Probationary, or Unsatisfactory.
 - (i) In the case of a Satisfactory designation, the Full-time Instructor will be offered a continuing contract of ten (10) or twelve (12) months per year.
 - (ii) In the case of a Probationary designation, the Full-time Instructor will be offered a probationary contract extension of the same duration as the initial contract. This will occur only if the Department/Division/School Review Committee is uncertain whether or not they should grant a continuing contract based on the Full-time Instructor's Formal Performance Review. The Full-time Instructor will receive, in writing, the aspects of their performance that need to be improved. These aspects will be considered during the next Formal Performance Review that will occur within sixty (60) calendar days of the end of the extension. An extension can only occur once.

- (iii) In the case of an Unsatisfactory designation, the Full-time Instructor will not be offered a contract renewal.
- (e) Once the Formal Performance Review of the Member has taken place, the Department/Division/School Review Committee will make a recommendation to the Vice-President, Academic and Research whether or not to grant a continuing contract to the Member and what type of contract as per Article 15.4(d).
- (f) An Unsatisfactory designation can be appealed to the Vice-President, Academic and Research within fifteen (15) calendar days of the Member receiving his/her letter denying a second contract. The Vice-President, Academic and Research will respond to the appeal within fifteen (15) calendar days of the date of the appeal having been submitted.
- (g) Should changes in enrolment patterns and/or pedagogical approach preclude the need for the contract position, the Instructor will be provided with notice no less than five (5) months before the end of the academic year.
- (h) The Department/Division/School Review Committee will submit its recommendation utilizing the Full-time Instructor Performance Review Form (Appendix L).

15.5 Full-time Instructor's Annual Teaching Dossier

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

presentations, participation in conferences or any other such evidence as the Instructor deems appropriate; and

(vii) Other evidence as the Instructor deems appropriate.

15.6 Full-time Instructor's Performance Review Process

To be developed in accordance with the attached Letter of Agreement (Appendix K)

15.7 Instructor Rank

All contracts under this agreement will be made at the rank of Instructor. Instructors 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).

15.8 Right of First Refusal for Part-time Instructors

- (a) Members will achieve the right of first refusal to teach a course as long as they have taught that course a minimum of three times within seventy-two (72) months and have served at the University thirty-six (36) months from their initial appointment. The right of first refusal is provided for a specified course at a specified site and via a specified delivery mode. This right is contingent upon, and its maintenance rests upon, a demonstrated record of continued successful teaching, professionalism, and recent and relevant experience in the area of study.
- (b) In the process of scheduling course(s), each Dean will make a reasonable effort to meet Part-time Instructor's request for accommodation but such requests are not guaranteed and scheduling requirements may result in the Part-time Instructor's requests not being met. If the scheduling needs of the Instructor cannot be met, RFR will be forfeited for the semester(s).
- (c) When a course is replaced by a renamed, renumbered or revised version of what is essentially the same course for which the Member has achieved right of first refusal to teach the course, then the Member will continue to claim the right of first refusal to such a new course.
- (d) Members of FASBU have the right of first refusal for all courses as per Article 27.8(h) in the FASBU agreement.
- (e) Courses not assigned to FASBU Members will be first offered to individuals holding the right of first refusal under this agreement.
- (f) The Member who has earned the right of first refusal will lose that right after two successive refusals.
- (g) 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 or one section during the Fall/Winter term.
- (h) A Dean may order the review of an Instructor's RFR status under one or more of the

following circumstances:

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

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

15.9 Course Postings

- (a) All course contracts potentially available to Members will normally be posted on the University's website no later than March 15 for the Spring/Summer term and May 15 for the Fall/Winter terms, it being understood that these postings are subject to change without notice.
- (b) The CASBU Officer will be notified, in writing, of all available course contracts.

15.10 Fraudulent or Misleading Information

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

15.11 Salary Grid Placement of a New Full-time Instructor

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

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

ARTICLE 16: LEAVES AND AUTHORIZED ABSENCES FOR MEMBERS

16.1 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. Leaves of absence without pay under this Article will not, except by agreement between the Employer and Member, normally exceed two (2) consecutive years except for Public Office Leave as provided for in Article 16.2.
- (b) A Member on leave of absence without pay will continue as a Member of the bargaining unit.
- (c) While a Member is on leave of absence without pay, the Employer will not contribute towards the Member's benefits; however, if the Member wants his or her coverage to continue, except for short-term disability and long-term disability, the employer will permit and facilitate such coverage with the Member paying the applicable premiums.
- (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.

16.2 Public Office Leave

A Member who is an official candidate for election to the parliament of Canada, to a provincial legislature or assembly, or to any office requiring a similar time commitment, as determined by the Employer, may request a leave of absence with no loss of remuneration and no effect on benefits for a period from the date of issuance of the writ of election until voting day, during which the Member is campaigning for office. A leave of absence to campaign for or to hold one of the aforementioned offices will not be denied without valid administrative or academic reasons.

16.3 Court Leave

Paid leave will be granted to any Member required to be a witness or juror by any body in Canada with powers of subpoena. The Member will notify the appropriate Dean immediately upon his/her receipt of notification that the Member will be required to attend court and present proof of service requiring attendance.

16.4 Sick Leave

- (a) A Full-time Member is eligible for sick leave benefits and is considered to be on sick leave whenever he/she is by reason of illness, accident, or injury unable to perform his/her regular workload duties. A Member is eligible for sick leave up to a maximum of thirty (30) consecutive calendar days at full salary.
- (b) A Member taking sick leave will inform his/her Dean as soon as possible of the expected duration of absence from his/her duties. A Member who is sick for more than seven (7) consecutive calendar days may be asked by his/her Dean to present

an acceptable medical certification of his/her illness, accident, or injury. The Employer may also, at its expense, request a second opinion from a mutually acceptable physician.

- (c) When the sick leave exceeds fourteen (14) consecutive calendar days, the Member will notify the Dean of his/her probable date of return to work. The Employer may require the Member to be examined by a physician who will present medical certification to the Employer for the purpose of evaluating the Member's fitness to return to work.
- (d) Sick leave benefits for any period of absence which follows a notice of resignation of employment are not payable unless the Member presents to his/her Dean an acceptable medical certification from a physician of his/her illness, accident, or injury.
- (e) Medical certificates presented under Articles 16.4(b), (c) and (d) will not disclose any information respecting the diagnosis of the condition giving rise to the Member's absence from duties without the Member's written consent.
- (f) Sick leave benefits are not cumulative and cannot be reimbursed (exchanged for cash) upon termination of employment or at any other time.
- (g) When a Full-time Member requires sick leave longer than thirty (30) consecutive calendar days, the Member must apply for Short-term Disability Insurance. A claim for Short-term Disability Insurance must be received by the University's insurance carrier within thirty-one (31) calendar days after the first date of illness, accident, or injury. In making a claim, a Member will provide satisfactory medical proof of his/her illness, accident, or injury to the University's insurance carrier to qualify for and substantiate ongoing entitlement to short-term disability insurance. The provisions of Short-term Disability Insurance are listed in Article 31 of the FASBU Collective Agreement.

16.5 Bereavement Leave

In the event of a death of an individual described in Section 50.1(8) of the Ontario Employment Standards Act (2000), the Member will be granted five (5) days paid leave. Reasonable travelling time, as determined by the Dean, may be allowed with or without pay.

16.6 Family Medical Leave/Compassionate Care Benefits

It is recognized that certain circumstances may arise in the Member's personal or family life which may require his/her absence from the University for a limited period of time. Notification of such absence will be made before departure, whenever possible, to the appropriate Dean who may authorize leave with pay and benefits. Normally such leave will not exceed five (5) consecutive working days. Leave without pay beyond five (5) days may be granted as per the Ontario Employment Standards Act. The Member may apply for Employment Insurance (EI) at the closest Service Canada Centre (HRSDC). The Employer will issue a Record of Employment (ROE) to the Member to facilitate the submission of an EI application.

16.7 Pregnancy Leave/Parental Leave/Adoption Leave

(a) Pregnancy and Parental Leave

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

(b) Supplementary Employment Insurance

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

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

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

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

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

(d) Adoption Leave

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

- (i) Adoption leave will commence no later than 52 weeks after the child was born or came into the Member's custody, care and control for the first time.
- (ii) A Member who provides the University with proof that he/she has applied for

and is eligible to receive employment insurance benefits will be paid, for the first two weeks, payments equivalent to 95% of his/her salary for their rank which they were receiving on the last day worked prior to the commencement of the adoption leave, and

- (iii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of weekly EI benefits the Member is eligible to receive, and any other earnings by the Member, and ninety-five percent (95%) of the actual salary for their rank which they were receiving on the last day prior to the commencement of the adoption leave.
- (iv) Where both parents are Members of the Association, only one paid adoption leave, in total, will be granted.
- (v) On returning from adoption leave, the Member will be placed in his/her former position or in a position equivalent to his/her former position.
- (vi) For the duration of the Adoption leave, the University will continue to pay its portion of the group benefit costs unless the Member has advised the University in writing that they do not wish to make the required Member contributions.
- (vii) If additional leave is required, the Member may request unpaid leave or utilise their accumulated vacation entitlement if it does not contravene another Article in this Collective Agreement.
- (viii) A Member is entitled to a leave of absence for 37 weeks. After twelve weeks (weeks 13-37), the Member will not receive pay from the University. The University will continue to pay its portion of the group benefit costs unless the Member has advised the University in writing that they do not wish to make the required Member contribution.

(e) General Provisions

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

16.8 Statutory Holidays

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

16.9 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.

16.10 Vacation Pay

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

ARTICLE 17: ACADEMIC WORKLOAD

17.1 Workload: Part-time Instructors

- (a) Part-time instructors are responsible for all instruction and grading in an assigned course.
- (b) The Part-time Instructor will be available to meet with students outside of the official classroom time.
- (c) Limitations on Part-time teaching are listed in Article 15.2(f).

17.2 Workload: Full-time Instructors

- (a) The workload of the Full-time Instructor is assigned by the Dean or designate, after consultation with the Instructor and his/her Chair/Director.
- (b) Workload is thirty-five (35) hours per week and is composed of teaching and other teaching related duties as follows:
 - (i) twelve (12) hours of classroom instruction;
 - (ii) other teaching related duties including those outlined at 17.4.

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

- (c) Overload payments will be calculated by adding the scheduled teaching hours per week taught in the Fall Semester with the number of scheduled teaching hours per week taught in the Winter Semester. Overload will be paid on each hour in excess of twenty-four (24) as per Article 21.10.
- (d) A Full-time Instructor's workload may include courses taught in more than one Faculty with the permission of the relevant Deans, after consultation with the Instructor and the Instructor's home Department/Division/School.
- (e) All reasonable efforts will be made to balance Fall and Winter teaching workload hours.
- (f) In the event that an assigned course, laboratory or seminar to which an Instructor has been assigned is cancelled, the Dean will meet with the Full-time Instructor to discuss options to make up the cancelled workload. All reasonable efforts will be made to replace the assigned workload within the Instructor's home Department/Division/School and during the same semester as the cancelled workload.
- (g) Full-time Instructors may apply to their Academic Unit for marking assistance in the same manner as Full-time Faculty.
- (h) A Full-time Instructor who is qualified to teach a Nipissing University course may be hired on a per course basis in addition to their full-time assigned duties.

17.3 Limitations on Full-time Teaching

- (a) A Laboratory or Seminar Instructor's annual scheduled teaching hours, as outlined in Article 17.2(b), may include no more than three (3) credits of course instruction per semester.
- (b) A Service Course Instructor's annual scheduled teaching hours, as outlined in Article 17.2(b), may include no more than three (3) credits of course instruction in courses not listed in Appendix H (List of Courses Pursuant to Article 17.3(b)) per semester.

17.4 Duties

The duties of Full-time Instructors will include some or all of the following duties to a maximum of thirty-five (35) hours per week for the courses they instruct or for which they provide seminar instruction. Duties do not require research and service:

- (a) in class laboratory, seminar, or service course instruction as scheduled by the Registrar's Office;
- (b) Full-time Instructors will be available to meet with students outside of the official classroom time;

- (c) grading in the assigned course/lab/seminar; and
- (d) instruction-related duties as assigned by the Dean.

ARTICLE 18: RIGHTS AND RESPONSIBILITIES

18.1 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/School at Nipissing University for the purpose of advising the Dean on recruitment or reappointment of such Member. Should a Member have responded to his or her scores in writing as outlined in 19.2(f), copies of such written response will also be forwarded to the Full-time Faculty indicated in this article.
 - (b) Student 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 cornerstones of collective bargaining is a viable grievance procedure allowing for a prompt and fair hearing of matters arising from the interpretation, application, administration or alleged violation(s) of the Agreement. Except as otherwise provided in this Agreement, the procedures outlined below will be the sole method for the resolution of grievances. There will be no discrimination, harassment or coercion of any kind by either party or their agents against any person who elects to avail or not to avail him/herself of these procedures.
- 20.2**
- (a) The Association will have carriage of all Member and Association grievances. The Employer will deal only with the Association with respect to a Member or an Association grievance submitted by the Association. The Employer and the Association will have the right to have representatives present at all steps of the grievance procedure.

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

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

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

20.5 Types of Grievances

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

20.6 Informal Stage for Member Grievances

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

20.7 Formal Stages

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

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

(b) Step 2: Mediation

- (i) If a grievance is denied at Step 1, within ten (10) working days of receiving the written reason(s), either (a) the Association may submit to the Vice-President, Academic and Research, notification of intent to proceed to Step 2, or (b) the Employer may make a request to the President of the Association that the parties proceed to Step 2. The Association has ten (10) working days to respond to the Employer request for mediation.
- (ii) If the parties proceed to Step 2, they will agree to appoint a qualified mediator jointly selected by the Association and the Employer. The Association and the Employer will select a mediator within fifteen (15) working days following the Association's notification in Article 39.7(b)(i) of the FASBU Collective Agreement or the Association's agreement to the Employer's request for mediation. Mediation will normally commence within fifteen (15) working days of the appointment of a qualified mediator.

- (iii) Proceedings before the mediator will be informal. While the mediator will consider the positions of both parties, the formal rules of evidence will not apply, no record of the proceedings will be made, and legal counsel will not be in attendance for either party. The Mediation Conference will terminate within one (1) day unless the parties agree otherwise.
 - (iv) In advance of the Mediation Conference, the mediator will be provided with the written grievance and any written response(s) and counter-response(s).
 - (v) The mediator will have the authority to meet separately with any person or persons.
 - (vi) The parties to the grievance and the mediator will sign any resulting memorandum of settlement. No settlement of any grievance following mediation will serve as a precedent for any future grievance. The terms of any settlement agreed to will not be referred to by the parties in any subsequent grievance or in any other setting unless mutually agreed to by the parties. This notwithstanding, the Employer recognizes the Association's obligation to report to its Executive and its Grievance Committee, and the Association recognizes the Employer's obligation to report to the Human Resources Committee of the Board of Governors and the Board of Governors.
 - (vii) The mediator will not have the authority to compel the resolution of a grievance.
 - (viii) If no settlement is reached within five (5) days of the Mediation Conference, either party may submit the matter to Step 3.
 - (ix) Nothing said or done by the mediator may be referred to at arbitration. Any documentation relied upon or any statement made by one party for the first time at the Mediation Conference must not be used by the other party at arbitration.
 - (x) The mediation process is without prejudice to and without precedent for either party.
- (c) **Step 3: Arbitration**
- (i) If the efforts of the parties to resolve the grievance at Step 1 or, if applicable, Step 2 are unsuccessful, the grieving party may submit the matter to binding arbitration within twenty (20) working days of receiving the written decision in Step 1, or a letter from the Mediator to both parties in Step 2, indicating that mediation has failed to reach a settlement. Where applicable, the Association will notify the Vice-President, Academic and Research in writing of such action, while the Employer will notify the President of the Association in writing of such action.

20.8 Appointment of an Arbitrator

The parties hereby authorize and appoint the persons listed in Appendix G to serve as a panel of arbitrators on a rotating basis for the duration of this Collective Agreement. In

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

20.9 Limits on Arbitration

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

20.10 Association Grievances

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

20.11 University Grievances

- (a)** Step 1 of a University Grievance will be in writing and will set forth the information listed in Article 20.7(a)(ii), except 20.7(a)(ii)(4). The grievance will be addressed to the President of the Association. Within ten (10) working days following receipt of the grievance, a representative of the Association will meet with the Vice-President, Academic and Research, and will make every reasonable attempt to resolve the grievance.
- (b)** In the event that a settlement is not reached within twenty (20) working days of the date of the first meeting hereunder, the President of the Association will, within ten (10) working days thereafter, forward in writing to the Vice-President, Academic and Research, reasons for denying the grievance.
- (c)** If the grievance is resolved, the resolution will be put in writing by the President of the Association within ten (10) working days of the meeting at which the grievance was resolved. The resolution will be signed by the President of the Association and the Vice-President, Academic and Research. A copy will be sent to the Vice-President, Academic and Research.

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

20.12 Failure to Respond

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

20.13 Abandonment

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

20.14 Expenses

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

20.15 Time Limits

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

ARTICLE 21: FINANCIAL COMPENSATION

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

(a) Undergraduate course stipends:

<i>Without RFR</i>		<i>With RFR</i>	
<i>3-credit course</i>	<i>6-credit course</i>	<i>3-credit course</i>	<i>6-credit course</i>
<i>As of May 1, 2010</i>			
\$5,178	\$10,356	\$5,378	\$10,756
<i>As of May 1, 2011</i>			
\$5,230	\$10,460	\$5,430	\$10,860
<i>As of May 1, 2012</i>			
\$5,584	\$11,168	\$5,784	\$11,568
<i>As of May 1, 2013</i>			
\$6,000	\$12,000	\$6,200	\$12,400

(b) Graduate course stipends:

<i>3-credit course Without RFR</i>	<i>3-credit course With RFR</i>
<i>As of May 1, 2010</i>	
\$5,378	\$5,578
<i>As of May 1, 2011</i>	
\$5,430	\$5,630
<i>As of May 1, 2012</i>	
\$5,784	\$5,984
<i>As of May 1, 2013</i>	
\$6,200	\$6,400

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

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

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

21.5 A CFTL Instructor without RFR will be paid as per Appendix E.

- 21.6** A CFTL Instructor with RFR will be paid as per Appendix F.
- 21.7** Full-time Instructors with a contract duration of ten or more months will be entitled to group benefits on the same basis as FASBU Members. They will also be eligible to join the pension plan on the same basis as FASBU Members.
- 21.8** Eligibility for Part-time Instructors in the structured group RRSP will consist of those members who have achieved Right of First Refusal (Article 15.8(a)). The Employee contribution of 2% of earnings will be matched by the University.

When a Part-time Instructor is eligible for the 2% RRSP, his/her contract will state how they are eligible (i.e. having achieved RFR, Article 15.8(a)). The language on the contract will state the following: "I elect to participate in the group RRSP with full knowledge that once I start contributing, having achieved RFR, all subsequent eligible contracts will have the 2% RRSP deducted and matched by the University."

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

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

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

- 21.9** 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.
- 21.10** As per Article 17.2(c), payment for overload hours for Laboratory Instructors and Seminar Instructors will apply when the combined Fall and Winter contact hours exceed 24. Payments for overload teaching will be paid as per past practice and as per Article 29.3. The hourly overload rate will be one-third of the part-time instructor stipend for a three credit course.

ARTICLE 22: INTELLECTUAL PROPERTY

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

22.1 Ownership of Intellectual Property

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

22.2 Protection of Intellectual Property

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

22.3 Income Generated From Intellectual Property

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

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

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

22.4 Contracts with External Sponsors

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

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

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

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

22.6 License for the University's Internal Use

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

22.7 Reporting Information to the Association

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

22.8 Member or Former Member Death and Transfer of Rights

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

22.9 Dispute Resolution

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

ARTICLE 23: HEALTH, SAFETY, SECURITY AND PRIVACY

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

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

- 23.2** The parties agree that all personal communications must adhere to the Personal Harassment and Discrimination Policy and the Nipissing University Acceptable Use Policy. Effective June 10, 2006, universities are subject to the Freedom of Information and Protection of Privacy Act (FIPPA). All records in the custody and control of the University will be subject to FIPPA with exceptions as defined by the Act. Persons may request and have a right to access University information or records. A record is defined under the Act as any record of information however recorded, whether in printed or electronic form, film, or otherwise and includes drafts, post-it notes, margin notes, hard drive files, emails, voice mails, electronic agendas, address books, and recording devices.
- 23.3** Unless required under FIPPA, and for the purposes of this Article, files are documents under a Member's control and stored on University property, either in paper or electronic form. Such files do not include the Member's official file in the Dean's office nor the Personnel File of the Member in the Human Resources office.
- 23.4** The parties agree that Members have a right to privacy in their personal communications whether on paper or in electronic form and they undertake to respect that right to the fullest extent possible.
- 23.5** The Employer will, whenever possible, provide clear notification of its intention to examine the files, internet use and communications of Members, together with reasons for such action.
- 23.6** The Employer will not inspect a Member's paper files or engage in electronic monitoring or other scrutiny of the hard drive of computer(s) designated for a Member's use or of a Member's internet or email in a manner that in any way divulges, either to the Employer or a third party, the contents of the paper files, files on the hard drive, the electronic mail communications of Members, or details of internet usage patterns, beyond the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, the need to protect the security and health of individuals, or the need to assess volume of usage for the purpose of maintaining system integrity.
- 23.7** On termination of a Member's employment for any reason other than cause, the Employer will permit, by appointment only, accompanied access for a period of fifteen (15) working days (or longer with the agreement of the Dean) by the former Member or his or her executors to his or her files, whether in paper or electronic format. The purpose of the allowed access is for transferring required documents to other faculty, the Chair, or the Dean. Where files are not required to support continued student academic needs or ongoing operational requirements, the former Member or designate may remove or destroy their personal files. Items that are clearly of a personal nature or are owned by the former Member such as furniture, pictures, books, etc., may be removed at this time.
- 23.8** On termination for cause, a Member may make arrangements with Human Resources to have his/her personal files and any items which are clearly of a personal nature sent to the Member within fifteen (15) working days of the Member's termination date.
- 23.9** Any files of a former Member that remain after application of the provisions in Article 23.7 or Article 23.8 may be archived or may be destroyed at the discretion of the Dean after a minimum of seven (7) working days.

- 23.10** Notwithstanding the provisions of Article 23, the Employer will have access to Members' files for the operational requirements of the University when Members are unable to provide or consent to access.

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

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

ARTICLE 25: NEGOTIATION PROCEDURE

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

ARTICLE 26: STRIKES OR LOCK-OUTS

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

ARTICLE 27: DURATION AND CONTINUANCE OF THE AGREEMENT

- 27.1** Except as specifically otherwise provided herein, the Collective Agreement will be binding and remain in effect from the date of signing to April 30, 2014. The terms of the agreement are retroactive to May 1, 2010.
- 27.2** If the parties have not ratified a new Collective Agreement on or before April 30, 2014, then all provisions of this Agreement, save and except Article 26, will continue in force:
- (a)** until a new Collective Agreement has been ratified by the parties; or
 - (b)** unless a legal strike or lockout is in effect.

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

ARTICLE 28: THE NIPISSING UNIVERSITY TEACHING AWARD FOR CASBU MEMBERS

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

ARTICLE 29: METHOD OF PAYMENT

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

29.2 Statement of Overload Teaching Hours

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

29.3 Payment of Overload for Full-Time Members

Payments for overload occurring during the Fall and Winter term will be evenly spread over the months of January, February, March, and April.

ARTICLE 30: DISCIPLINE

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

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

30.3 Types of Disciplinary Measures

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

30.4 Investigations

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

- (i) communicate any complaint to the Member within ten (10) working days, with confidentiality safeguards where appropriate, and provide the Member with an opportunity to respond to the complaint by meeting or by submission of materials or both;
 - (ii) respect all provisions of this agreement and, where there are no relevant provisions, act in a manner appropriate to the alleged cause;
 - (iii) notify the Member as promptly as is practicable as to the reasons for and the nature of the investigative action being undertaken;
 - (iv) inform the Member of any results of that investigation within ten (10) working days of such results being known; and
 - (v) take reasonable steps to maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless such confidentiality places a Member, another employee, or a student at risk.
- (c) After being informed of the results of an investigation, a Member will, in all cases, have the right to meet with the Associate Dean or Dean to provide explanations and to make submissions before any disciplinary measure is imposed.

30.5 Communication of Disciplinary Measures

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

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

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

30.6 Emergency Powers to Discipline

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

30.7 Grieving Disciplinary Measures

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

30.8 Restrictions on Disciplinary Measures

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

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

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

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 13th day of February, 2001.

ONTARIO LABOUR RELATIONS BOARD

Clarity Note 1:

The bargaining unit includes persons employed as laboratory instructors.

Clarity Note 2:

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

APPENDIX B

SALARY GRID FOR FULL-TIME INSTRUCTORS

May 1, 2010

STEPS

	Base	1	2	3	4	5	6	7	8	9	10
12-month contract	\$44,908	\$46,744	\$48,580	\$50,416	\$52,252	\$54,088	\$55,924	\$57,760	\$59,596	\$61,432	\$63,268
10-month contract	\$37,423	\$38,953	\$40,483	\$42,013	\$43,543	\$45,073	\$46,603	\$48,133	\$49,663	\$51,193	\$52,723

May 1, 2011

	Base	1	2	3	4	5	6	7	8	9	10
12-month contract	\$45,357	\$47,211	\$49,065	\$50,919	\$52,773	\$54,627	\$56,481	\$58,335	\$60,189	\$62,043	\$63,897
10-month contract	\$37,798	\$39,343	\$40,888	\$42,433	\$43,978	\$45,523	\$47,068	\$48,613	\$50,158	\$51,703	\$53,248

May 1, 2012

	Base	1	2	3	4	5	6	7	8	9	10
12-month contract	\$46,264	\$48,155	\$50,046	\$51,937	\$53,828	\$55,719	\$57,610	\$59,501	\$61,392	\$63,283	\$65,174
10-month contract	\$38,553	\$40,129	\$41,705	\$43,281	\$44,857	\$46,433	\$48,008	\$49,584	\$51,160	\$52,736	\$54,312

May 1, 2013

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

Salary scale excludes 4% vacation pay.

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

**APPENDIX C
ABQ COMPENSATION SCHEDULE – 2010/11-2013/14
STIPENDS FOR INSTRUCTION OF ON-SITE & DISTANCE STUDY ABQ COURSES
WITHOUT RFR**

May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
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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	6,990	3,494	11	7,060	3,529	11	7,201	3,600	11	7,345	3,672
12	7,171	3,585	12	7,243	3,621	12	7,387	3,693	12	7,535	3,767
13	7,354	3,676	13	7,428	3,713	13	7,576	3,787	13	7,728	3,863
14	7,535	3,768	14	7,610	3,806	14	7,763	3,882	14	7,918	3,959
15	7,716	3,859	15	7,793	3,897	15	7,949	3,975	15	8,108	4,055
16	7,899	3,950	16	7,978	3,990	16	8,138	4,069	16	8,300	4,151
17	8,080	4,041	17	8,161	4,081	17	8,324	4,163	17	8,491	4,246
18	8,261	4,131	18	8,344	4,172	18	8,511	4,256	18	8,681	4,341
19	8,445	4,223	19	8,530	4,265	19	8,700	4,350	19	8,874	4,437
20	8,626	4,313	20	8,713	4,356	20	8,887	4,443	20	9,065	4,532
21	8,746	4,373	21	8,833	4,416	21	9,007	4,503	21	9,185	4,592
22	8,866	4,433	22	8,953	4,476	22	9,127	4,563	22	9,305	4,652
23	8,986	4,493	23	9,073	4,536	23	9,247	4,623	23	9,425	4,712
24	9,106	4,553	24	9,193	4,596	24	9,367	4,683	24	9,545	4,772
25	9,226	4,613	25	9,313	4,656	25	9,487	4,743	25	9,665	4,832
26	9,346	4,673	26	9,433	4,716	26	9,607	4,803	26	9,785	4,892
27	9,466	4,733	27	9,553	4,776	27	9,727	4,863	27	9,905	4,952
28	9,586	4,793	28	9,673	4,836	28	9,847	4,923	28	10,025	5,012
29	9,706	4,853	29	9,793	4,896	29	9,967	4,983	29	10,145	5,072
30	9,826	4,913	30	9,913	4,956	30	10,087	5,043	30	10,265	5,132
31	9,946	4,973	31	10,033	5,016	31	10,207	5,103	31	10,385	5,192
32	10,066	5,033	32	10,153	5,076	32	10,327	5,163	32	10,505	5,252
33	10,186	5,093	33	10,273	5,136	33	10,447	5,223	33	10,625	5,312
34	10,306	5,153	34	10,393	5,196	34	10,567	5,283	34	10,745	5,372
35	10,426	5,213	35	10,513	5,256	35	10,687	5,343	35	10,865	5,432
36	10,546	5,273	36	10,633	5,316	36	10,807	5,403	36	10,985	5,492
37	10,666	5,333	37	10,753	5,376	37	10,927	5,463	37	11,105	5,552
38	10,786	5,393	38	10,873	5,436	38	11,047	5,523	38	11,225	5,612
39	10,906	5,453	39	10,993	5,496	39	11,167	5,583	39	11,345	5,672
40	11,026	5,513	40	11,113	5,556	40	11,287	5,643	40	11,465	5,732

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

Economic increase for classes above minimum enrolment target of 10 students:
 May 1, 2010 – 1%; May 1, 2011 – 1%; May 1, 2012 – 2%; May 1, 2013 – 2%

APPENDIX D
ABQ COMPENSATION SCHEDULE WITH RFR – 2010/11-2013/14
STIPENDS FOR INSTRUCTION OF ON-SITE & DISTANCE STUDY ABQ COURSES

May 1, 2010			May 1, 2011			May 1, 2012			May 1, 2013		
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	1389	745	2	1389	745	2	1389	745	2	1389	745
3	2088	1044	3	2088	1044	3	2088	1044	3	2088	1044
4	2710	1355	4	2710	1355	4	2710	1355	4	2710	1355
5	3332	1666	5	3332	1666	5	3332	1666	5	3332	1666
6	3954	1977	6	3954	1977	6	3954	1977	6	3954	1977
7	4576	2288	7	4576	2288	7	4576	2288	7	4576	2288
8	5198	2599	8	5198	2599	8	5198	2599	8	5198	2599
9	5820	2910	9	5820	2910	9	5820	2910	9	5820	2910
10	6445	3222	10	6445	3222	10	6445	3222	10	6445	3222
11	7210	3604	11	7280	3639	11	7421	3710	11	7565	3782
12	7411	3705	12	7483	3741	12	7627	3813	12	7775	3887
13	7614	3806	13	7688	3843	13	7836	3917	13	7988	3993
14	7815	3908	14	7890	3946	14	8043	4022	14	8198	4099
15	8016	4009	15	8093	4047	15	8249	4125	15	8408	4205
16	8219	4110	16	8298	4150	16	8458	4229	16	8620	4311
17	8420	4211	17	8501	4251	17	8664	4333	17	8831	4416
18	8621	4311	18	8704	4352	18	8871	4436	18	9041	4521
19	8825	4413	19	8910	4455	19	9080	4540	19	9254	4627
20	9026	4513	20	9113	4556	20	9287	4643	20	9465	4732
21	9146	4573	21	9233	4616	21	9407	4703	21	9585	4792
22	9266	4633	22	9353	4676	22	9527	4763	22	9705	4852
23	9386	4693	23	9473	4736	23	9647	4823	23	9825	4912
24	9506	4753	24	9593	4796	24	9767	4883	24	9945	4972
25	9626	4813	25	9713	4856	25	9887	4943	25	10065	5032
26	9746	4873	26	9833	4916	26	10007	5003	26	10185	5092
27	9866	4933	27	9953	4976	27	10127	5063	27	10305	5152
28	9986	4993	28	10073	5036	28	10247	5123	28	10425	5212
29	10106	5053	29	10193	5096	29	10367	5183	29	10545	5272
30	10226	5113	30	10313	5156	30	10487	5243	30	10665	5332
31	10346	5173	31	10433	5216	31	10607	5303	31	10785	5392
32	10466	5233	32	10553	5276	32	10727	5363	32	10905	5452
33	10586	5293	33	10673	5336	33	10847	5423	33	11025	5512
34	10706	5353	34	10793	5396	34	10967	5483	34	11145	5572
35	10826	5413	35	10913	5456	35	11087	5543	35	11265	5632
36	10946	5473	36	11033	5516	36	11207	5603	36	11385	5692
37	11066	5533	37	11153	5576	37	11327	5663	37	11505	5752
38	11186	5593	38	11273	5636	38	11447	5723	38	11625	5812
39	11306	5653	39	11393	5696	39	11567	5783	39	11745	5872
40	11426	5713	40	11513	5756	40	11687	5843	40	11865	5932

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 Section 21.4 of CASBU Collective Agreement applies.

Economic increase for classes above minimum enrolment target of 10 students:
 May 1, 2010 - 1%, May 1, 2011- 1%; May 1, 2012- 2%, May 1, 2013 - 2%

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

May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
-------------	-------------	-------------	-------------

STUDENTS	STIPEND
1	\$ 945
2	945
3	945
4	945
5	945
6	1085
7	1225
8	1365
9	1505
10	1645
11	1947
12	2101
13	2252
14	2405
15	2558
16	2711
17	2864
18	3016
19	3168
20	3321
21	3473
22	3628
23	3779
24	3932
25	4085
26	4238
27	4391
28	4543
29	4695
30	4849
31	4909
32	4969
33	5029
34	5089
35	5149
36	5209
37	5269
38	5329
39	5389
40	5449

STUDENTS	STIPEND
1	\$ 945
2	945
3	945
4	945
5	945
6	1085
7	1225
8	1365
9	1505
10	1645
11	1967
12	2122
13	2275
14	2429
15	2584
16	2738
17	2893
18	3046
19	3200
20	3354
21	3508
22	3664
23	3817
24	3971
25	4126
26	4280
27	4435
28	4588
29	4742
30	4898
31	4958
32	5018
33	5078
34	5138
35	5198
36	5258
37	5318
38	5378
39	5438
40	5498

STUDENTS	STIPEND
1	\$ 945
2	945
3	945
4	945
5	945
6	1085
7	1225
8	1365
9	1505
10	1645
11	2006
12	2164
13	2320
14	2477
15	2636
16	2793
17	2951
18	3107
19	3264
20	3421
21	3578
22	3737
23	3894
24	4051
25	4209
26	4366
27	4524
28	4680
29	4837
30	4995
31	5055
32	5115
33	5175
34	5235
35	5295
36	5355
37	5415
38	5475
39	5535
40	5595

STUDENTS	STIPEND
1	\$ 945
2	945
3	945
4	945
5	945
6	1085
7	1225
8	1365
9	1505
10	1645
11	2046
12	2208
13	2367
14	2527
15	2688
16	2849
17	3010
18	3169
19	3329
20	3490
21	3650
22	3812
23	3971
24	4132
25	4293
26	4453
27	4615
28	4774
29	4934
30	5095
31	5155
32	5215
33	5275
34	5335
35	5395
36	5455
37	5515
38	5575
39	5635
40	5695

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, 2010 – 1%; May 1, 2011 – 1%; May 1, 2012 – 2%; and May 1, 2013 – 2%.

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

May 1, 2010	May 1, 2011	May 1, 2012	May 1, 2013
-------------	-------------	-------------	-------------

STUDENTS	STIPEND
1	\$ 951
2	951
3	951
4	951
5	951
6	1093
7	1241
8	1389
9	1537
10	1685
11	1995
12	2157
13	2316
14	2477
15	2638
16	2799
17	2960
18	3120
19	3280
20	3441
21	3601
22	3764
23	3923
24	4084
25	4245
26	4406
27	4567
28	4727
29	4887
30	5049
31	5109
32	5169
33	5229
34	5289
35	5349
36	5409
37	5469
38	5529
39	5589
40	5649

STUDENTS	STIPEND
1	\$ 951
2	951
3	951
4	951
5	951
6	1093
7	1241
8	1389
9	1537
10	1685
11	2015
12	2178
13	2339
14	2501
15	2664
16	2826
17	2989
18	3150
19	3312
20	3474
21	3636
22	3800
23	3961
24	4123
25	4286
26	4448
27	4611
28	4772
29	4934
30	5098
31	5158
32	5218
33	5278
34	5338
35	5398
36	5458
37	5518
38	5578
39	5638
40	5698

STUDENTS	STIPEND
1	\$ 951
2	951
3	951
4	951
5	951
6	1093
7	1241
8	1389
9	1537
10	1685
11	2054
12	2220
13	2384
14	2549
15	2716
16	2881
17	3047
18	3211
19	3376
20	3541
21	3706
22	3873
23	4038
24	4203
25	4369
26	4534
27	4700
28	4864
29	5029
30	5195
31	5255
32	5315
33	5375
34	5435
35	5495
36	5555
37	5615
38	5675
39	5735
40	5795

STUDENTS	STIPEND
1	\$ 951
2	951
3	951
4	951
5	951
6	1093
7	1241
8	1389
9	1537
10	1685
11	2094
12	2264
13	2431
14	2599
15	2768
16	2937
17	3106
18	3273
19	3441
20	3610
21	3778
22	3948
23	4115
24	4284
25	4453
26	4621
27	4791
28	4958
29	5126
30	5295
31	5355
32	5415
33	5475
34	5535
35	5595
36	5655
37	5715
38	5775
39	5835
40	5895

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, 2010 – 1%; May 1, 2011 – 1%; May 1, 2012 – 2%; and May 1, 2013 – 2%.

APPENDIX G

ARBITRATORS PURSUANT TO ARTICLE 20.8

Kevin Burkett

Jane Devlin

Pamela Picher

Owen Shime

William Kaplan

Paula Knopf

Howard Brown

Richard McLaren

APPENDIX H

LIST OF COURSES PURSUANT TO ARTICLE 17.3(b)

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

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 the offices of the Vice-President, Finance, Administration & Strategic Capital Investment and the Director, Human Resources & Employee Relations 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.
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) Review Committee as outlined in Article 15.8.
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 AGREEMENT

SPECIAL JOINT COMMITTEE ON “NIPISSING UNIVERSITY – POLICY AND PROCEDURES ON REIMBURSABLE RELOCATION EXPENSES”

- (a) The Parties agree that the President of the University and the President of the Association will strike a Special Joint Committee within 120 days of the signing of this Collective Agreement. The purpose of the SJC will be to write a report which contains recommendations to the parties on the inclusion of Full-time Instructors in the “Nipissing University – Policy and Procedures on Reimbursable Relocation Expenses.” The report will address how to include Full-time Instructors in this policy.
- (b) The SJC will include two (2) members appointed by the President of the University and two (2) members appointed by the President of the Association. The SJC will be co-chaired by one of the University’s appointees and one of the Association’s appointees, as identified by the two presidents.
- (c) Every effort will be made to achieve consensus at the SJC. The Committee will make a report to the President of the University and the President of the Association and will include a discussion of areas of agreement, and areas, if any, where the parties were not able to agree. The SJC will endeavour to complete its report no later than six months after the agreement has been signed.

APPENDIX K

LETTER OF AGREEMENT

PERFORMANCE REVIEW PROCESS

- (a)** The parties agree that the President of the University and the President of the Association will strike a Special Joint Committee (SJC), within forty-five (45) days after the signing of this Collective Agreement. The purpose of the SJC will be to develop and recommend a Performance Review Process for Full-time Instructors that will work to identify performance issues that need to be addressed and the consequences of ongoing unsatisfactory performance. The committee will include three (3) members appointed by the University and three (3) members appointed by the Association. The SJC will be co-chaired by one of the University's appointees and one of the Association's appointees, as identified by the two Presidents.
- (b)** The SJC will approve the draft process. Every effort will be made to achieve consensus at the SJC. At the very least, the recommended Performance Review Process will require the support of a majority (i.e. at least four) of the SJC's members.
- (c)** The SJC will present the draft Performance Review Process to the Full-time Instructors and the Faculty Deans for consideration and approval.
- (d)** The parties will endeavor to have a new Performance Review Process approved within six (6) months after the signing of the Collective Agreement.

APPENDIX L

FULL-TIME INSTRUCTOR PERFORMANCE REVIEW FORM

Department/Division/School _____
CASBU Member Review Committee

Date: _____

Attention: Vice-President, Academic & Research _____

A) The Review Committee

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

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

1. The Dean (or designate): _____
2. The Department Chair: _____
3. One Full-time Member who interacts professionally with the CASBU Member being reviewed:

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

B) The Review

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

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

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

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

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

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

C) The Recommendation of the Review Committee

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

1. It is the opinion of the undersigned that the teaching and professionalism of the CASBU Member being reviewed are satisfactory and that he or she should be offered a continuing contract as outlined in Article 15.4(d)(i).
2. It is the opinion of the undersigned that aspects of the CASBU Member's teaching and professionalism are considered probationary, as outlined above, and that he or she should be offered a contract of the same duration as their initial contract during which these aspects can be addressed and hopefully improved as outlined in Article 15.4(d)(ii).
3. It is the opinion of the undersigned that the CASBU Member's teaching and professionalism are unsatisfactory, with no foreseeable chance of improvement, and that he or she should not be offered a continuing contract as outlined in Article 15.4(d)(iii).

Please print and sign your names below:

Dean (or designate)

Department Chair

Review Committee Member #1

Review Committee Member #2

APPENDIX M

LETTER OF AGREEMENT

APPEAL PROCEDURE FOR THE INITIAL FORMAL PERFORMANCE REVIEW FOR FULL-TIME INSTRUCTORS

- (a)** The Parties agree that the President of the University and the President of the Association will strike a Special Joint Committee within 120 days of the signing of this collective Agreement. The purpose of the SJC will be to establish and implement an appeals procedure for the “Initial Formal Performance Review for Full-time Instructors” to replace the procedure outlined in Article 15.4(f).
- (b)** The SJC will include two (2) members appointed by the President of the University and two (2) members appointed by the President of the Association. The SJC will be co-chaired by one of the University’s appointees and one of the Association’s appointees, as identified by the two presidents.
- (c)** The SJC will approve the draft process which, upon approval, will form part of this Collective Agreement.

THIS COLLECTIVE AGREEMENT

SIGNED AT NORTH BAY,

this _____ day of February 2011

NIPISSING UNIVERSITY

CONTRACT ACADEMIC STAFF BARGAINING UNIT

Rick Vanderlee, Lead Negotiator

Mark Crane, Lead Negotiator

Robert Bergquist

Rhiannon Don

Carole Richardson

Joseph Boivin

Rebecca Mulligan