

COLLECTIVE AGREEMENT

between

NIPISSING UNIVERSITY

(hereinafter called the University or the Employer)

and

NIPISSING UNIVERSITY FACULTY ASSOCIATION

FULL-TIME BARGAINING UNIT

(hereinafter called the Association or NUFA)

The parties agree as follows:

May 1, 2006 to April 30, 2009

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ARTICLE 1: DEFINITIONS

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

1. Academic Administrator designates the following academic members of Nipissing University, which may be amended from time to time: President, Vice-President, Academic & Research, Dean of Arts & Science, Dean of Education, Associate Dean of Arts & Science, Associate Dean of Education, Director of Nursing, and Director of Nipissing/Wilfrid Laurier BA/BEd Program.
2. Academic Program designates a sequence of courses or other units of study approved by Senate, which fulfill the requirements for a diploma, certificate or degree.
3. Academic Unit designates a school, division, department or discipline responsible for the delivery of an academic program.
4. Academic Year designates the period thus named and specified annually by Senate.
5. Association designates the Nipissing University Faculty Association (NUFA).
6. Bilateral/Parity describes committees created by the parties pursuant to the Collective Agreement which contain equal numbers of representatives of each of the parties.
7. Board of Governors (hereinafter called the Board) is the body referred to by that name in the Nipissing University Act.
8. Canadian designates a citizen, a legal resident, permanent resident, or those legally resident in Canada pursuant to a Ministerial permit.
9. CASBU Member designates the Contract Academic Staff Bargaining Unit as described by Appendix A of their collective agreement.
10. C.A.U.T. 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.
11. Chair of a Division/Department is that person elected by faculty members in that Division/Department in accordance with procedures specified in this Collective Agreement, and who is a full-time faculty member.
12. Dean designates the senior Academic officer of a faculty, appointed in accordance with procedures laid down for the governance of the University by Senate and the Board of Governors.
13. Employer designates the Board of Governors of Nipissing University.
14. Immediate Family designates spouse, sibling, parent, or child.
15. Main Campus is the University operations within the City of North Bay.

16. Member designates a person included in the bargaining unit as defined by the certificate issued by the Ontario Labour Relations Board, dated January 11, 1994, as may be amended by the Ontario Labour Relations Board or by agreement of the parties.
17. Month designates twenty-two (22) working days.
18. Nipissing University is the body corporate defined by the Nipissing University Act (1992).
19. Nominal Salary designates for any given period the gross salary to which a Member is entitled if engaged in full-time service at Nipissing University excluding any stipends and/or payments for overload teaching.
20. O.C.U.F.A. designates the Ontario Confederation of University Faculty Associations.
21. Parties are the parties to this Collective Agreement, namely Nipissing University and the Nipissing University Faculty Association.
22. Personnel File/Dossier designates all files containing evaluative materials concerning Members.
23. President designates the chief executive officer of the University.
24. Secondment is a temporary assignment by the Employer of an employee to perform duties in an academic unit or sub-unit other than the employee's own unit.
25. Senate is the body referred to by that name in the Nipissing University Act.
26. Senate/Board Documents and/or Policies designate those documents and/or policies formally approved by both the Senate and the Board of Governors of Nipissing University.
27. Spouse designates a husband or wife in law or in common law and will include a same-sex common law partner of a Member (with whom the member has continuously cohabited in a spousal relationship, for a least one year if neither party is married to any other person). A Member can designate only one spouse at any given time.
28. Vice-President, Academic and Research, designates the senior officer of the University appointed in accordance with procedures laid down for the governance of the University by the Board of Governors.

ARTICLE 2: PURPOSE

- 2.1 The parties recognize that the goal of the University is the attainment of the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, scholarship/research and community service. The parties agree to cooperate in the promotion and enhancement of the University and to encourage a climate of freedom, responsibility and mutual respect in the pursuit of these goals. 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.

ARTICLE 3: RECOGNITION AND DEFINITION OF THE BARGAINING UNIT

- 3.1 The Employer recognizes the Association as the sole and exclusive bargaining agent of the Members of the Bargaining Unit, as defined by the certificate of the Ontario Labour Relations Board dated January 11, 1994, as may be amended from time to time (see Appendix A).
- 3.2 The composition of the Bargaining Unit will be as defined by the certificate of the Ontario Labour Relations Board, dated January 11, 1994, which may be amended from time to time. 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).
- 3.3 By agreement of the parties, the certificate (see lines two and three of Appendix A) will be deemed to read "...employed by Nipissing University in the City of North Bay, in the District of Nipissing, and all satellite campuses in the province of Ontario, save and except...".
- 3.4 A Member on any form of leave or one who accepts a reduced-time appointment pursuant to Article 27.9 will continue to be a Member of the Bargaining Unit.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Association 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 a collective agreement with the Association, 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 the agreement, nor act in a manner inconsistent with the terms and conditions of employment set out therein.

ARTICLE 5: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- 5.1 (a) The Employer will provide the Association with furniture, a telephone and use of the University postal service. The Employer will provide, when available, secretarial support for the Association. All such services will be provided on a cost recovery basis.

- (b)** Subject to availability, the Employer will allow the Association reasonable use of Nipissing University reproduction services, computing facilities, and audiovisual equipment on a cost recovery basis.
- 5.2** The Employer will provide the Association with suitable office space on the University campus at a cost of \$0.50 (fifty cents) per square foot per month adjusted annually by the December 31 Consumer Price Index.
- 5.3** Subject to availability, the Employer will provide the Association with suitable meeting rooms as required, free of charge, provided this can be done without interrupting the instructional programs of Nipissing University.
- 5.4** A Member's service to the Association, the Canadian Association of University Teachers (C.A.U.T.) and the Ontario Confederation of University Faculty Associations (O.C.U.F.A.) will be considered as a portion of administrative or other community service component in assessment of workload and the evaluation of performance. In these contexts, it will be treated in the same manner as similar duties performed in departmental, divisional, faculty, Senate and University committees, and duties undertaken for learned or professional societies.
- 5.5** The Association will have the right to have an observer 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 to be discussed and to make representations at such meetings.
- 5.6** The Association will have the right at any time to call upon the assistance of representatives of C.A.U.T. and O.C.U.F.A. Such representatives will have reasonable access to Nipissing University premises to consult with Members, Association officials or the Employer.
- 5.7** The President of the Association and the Chair of the Collective Bargaining Committee will receive a one half (0.5) course release, or the equivalent, during any academic year of the term of office, without prejudice to his/her salary, benefits or any rights and privileges within the University. Course releases not used may be carried forward for use the following year.
- 5.8** The Employer will grant the Association two one-half (0.5) course releases, or equivalent, during a collective bargaining year, to be distributed among two Members of the Executive of the Association and/or Members of the Association's Collective Bargaining Committee, the exact distribution to be decided by the Association. The Dean and the Member's Chair, where applicable, will consult on the question of a replacement. Where a suitable replacement is deemed necessary and can be found, the Employer will provide funds when necessary for the replacement of the courses of Members who are granted releases, the funds to be made available to the home Department/Division of those Members. The course releases will be granted without prejudice to the Members' salary, benefits or any rights and privileges within the University.
- 5.9** The Association will inform the Employer by July 1 for fall courses and by November 1 for winter courses of the names of the Members designated to receive the course releases listed in Article 5.8.

- 5.10** The Association may at its discretion purchase an additional half course remission in any academic year to be assigned to any member by remitting to the Employer the amount equal to an overload stipend for one half course. This arrangement is understood to be a special provision, applicable only to this Article and without prejudice to the more general arrangements for reduced workload with prorated pay specified in Articles 27.7, 27.8 and 27.9.

ARTICLE 6: DUES CHECK-OFF

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

6.2 Dues Remittance

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

ARTICLE 7: CORRESPONDENCE AND INFORMATION

7.1 Correspondence Between Association and Employer

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

7.2 Information to the Association

- (a) The Employer will provide the Association with copies of Members' letters of appointment (Article 19.8). Each letter will be sent to the Association at the time it is sent to the Member.
- (b) Before October 1 of each year, the Employer will send to the President of the Association the name, home address, category of appointment (limited-term, probationary, tenured), nominal salary, actual salary, number of increments, length of appointment, rank, year of initial appointment and rank, year of appointment to current rank, birth date, date of last sabbatical, amount of dues deducted, and date of last promotion of each Member. It is understood that any information relating to compensation is to be confidential.
- (c) Before February 1 of each year, the Employer will send to the President of the Association a list of all Members teaching overload in the period May 1 to April 30, including the names of the Members, the numbers and titles of courses taught, and the academic session in which the overload was taught.
- (d) Before October 1 of each year, the Employer will send to the President of the Association a list of all Members whose employment has been terminated in the previous academic year (July 1 – June 30), including the dates of such terminations and the categories of termination, for example expiration of a contract, death, resignation, retirement and dismissal.

7.3 Information for Contract Administration and Collective Bargaining

- (a) The parties agree to exchange such information as is agreed from time to time to be necessary for the collective bargaining process and/or the administration of this Collective Agreement. This will not require either party to compile information and statistics or provide analysis of data in the form requested if such data are not already compiled in the form requested unless required under Article 7.3(b), or to supply any confidential information.
- (b) The Employer agrees to make available to the Association as soon as available for release in non-confidential format:

 - (i) a copy of the University budget;
 - (ii) a copy of the annual audited statement of the University when approved by the Board of Governors;
 - (iii) the names of all persons appointed or elected to positions on the Board of Governors;
 - (iv) in October of each year, the total salary allocation and mean salary for each of the following categories outside the bargaining unit: Professors, Instructors and Researchers; and

- (v) in October of each year, the total salary allocation and the salary range for the following group of senior administrators outside the Unit: President, Vice-President, Academic and Research, Vice-President, Finance and Administration, Dean of Arts & Science, Dean of Education, Registrar and Executive Director of Student Affairs.

7.4 Information from the Association

The Association agrees to provide the Employer with the following information:

- (a) an up-to-date copy of the Constitution and Bylaws of the Association and amendments thereto;
- (b) the names of the executive of the Association; and
- (c) on a timely basis, notice, agenda and approved minutes of the Association's general meetings (regular and special).

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

ARTICLE 8: COPIES OF THE AGREEMENT

- 8.1** Upon ratification by the parties of the Collective Agreement, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and the Association. Each party will receive three (3) official copies.
- 8.2** 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 a 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.
- 8.3** Copies of the signed Agreement for newly-appointed Members in the bargaining unit will thereafter be sent from the Human Resources office with a letter signed by the NUFA President introducing the Association and the Agreement. The Associate Vice-President, Human Resources, will send the signed Agreement and the accompanying NUFA President's letter with the pension, group benefits and payroll information.
- 8.4** The Employer and the Association desire that Members be familiar with the provisions of this Collective Agreement and their rights and obligations under it. For this reason, the Employer and the Association will share the cost (50/50) of printing the designated copies of the Collective Agreement as per Articles 8.2 and 8.3.

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

- 9.1** The Parties agree to establish a Joint Committee on the Administration of the Agreement (JCAA) within fourteen (14) days of the signing of the ratification of this Collective Agreement composed of two (2) representatives of the Employer and one alternate and two (2) representatives of the Association along with one alternate. Appointments to the Committee will be for a two-year term and will be subject to renewal.
- 9.2** The Joint Committee will not have the power to add or modify in any way the terms of this Collective Agreement, but will function in an advisory capacity to the Association and/or Employer with the general aim of ensuring that this Collective Agreement is administered in a spirit of co-operation and mutual respect, and will seek the timely correction of conditions which may give rise to misunderstandings.
- 9.3** In the event that any dispute over the interpretation of the Collective Agreement cannot be resolved by the JCAA, the parties hereto further agree to present such dispute to a three person panel subject to the following terms:
- (a)** upon the failure of negotiations at JCAA, either party may deliver a notice requesting that the dispute be submitted to the panel;
 - (b)** within 14 days of receiving such notice, the President of the University and the President of NUFA will select a third party to chair the panel;
 - (c)** the panel will determine its own procedure with the agreement of the parties, acting reasonably;
 - (d)** the parties agree to the timely exchange of information and documents to facilitate the presentation with such exchange to occur not less than 7 days before the commencement of the presentation;
 - (e)** the representation of each party attending at the presentation will have full authority to make the presentation and resolve the dispute;
 - (f)** the presentation and any negotiations that flow from it are on a without prejudice basis and neither the contents nor the fact of such presentation will be subsequently raised against either party;
 - (g)** the presentation to the panel will be kept confidential;
 - (h)** the presentation to the panel will be commenced within 14 days of the selection of the third party;
 - (i)** if resolution of the dispute is not achieved at the presentation, the panel will deliver a report within 14 days of completion of the presentation to the panel;
 - (j)** the JCAA will bring to arbitration any dispute over the interpretation of the Collective Agreement that cannot be resolved at the panel presentation;
 - (k)** in exceptional circumstances, the time periods may be extended with the agreement of the parties.

ARTICLE 10: PAST PRACTICES

10.1 Maintenance of Working Conditions

All working conditions, provided that they are reasonable, certain and known, enjoyed or possessed by individual Members of the bargaining unit at the time of ratification of this agreement, will be maintained subject to the express provisions of this agreement.

10.2 Collegiality

The parties recognize that the collegial process will continue to be fundamental to the life of the University. The parties undertake to respect that principle and thus recognize the right and responsibility of members to participate individually, in accordance with each member's responsibilities in the formulation of policies and procedures for the functioning of the University and to take part in the work of the appropriate committees, councils and assemblies.

ARTICLE 11: AMENDMENTS TO THE NIPISSING UNIVERSITY ACT

11.1 To ensure that any future proposals to amend the Nipissing University Act proclaimed December, 1992, reflect the shared aspirations of the University community, the parties agree that any proposal by the University to amend the Act requires consultation with the Senate and also consultation with the Association, and to this end the Senate and the Association will be provided a period of time not less than one month to comment to the Board on any such proposed changes.

ARTICLE 12: NON-DISCRIMINATION

12.1 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 salary, rank, appointment, promotion, tenure, confirmation of appointment, reappointment, sabbatical, fringe benefits 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.

12.2 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 12.1.

ARTICLE 13: CONFLICT OF INTEREST

13.1 For the purposes of this Article:

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

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

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

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

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

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

13.7 Without limiting the generality of the above:

- (a)** When a student with whom a Member has a supervisory or evaluative relationship is either an immediate family member or someone with whom there exists or has recently existed an intimate or financial relationship, the Member will disclose this actual or apparent conflict in accordance with Article 13.5.
- (b)** Members may employ students with whom they have a supervisory or evaluative relationship as research or teaching assistants.
- (c)** Members will not accept additional remuneration for tutoring any students with whom they have a supervisory or evaluative relationship.

ARTICLE 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, promotion or tenure pursuant to Article 25. 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** (a) 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.
- (b) Any files created for assessment purposes will be deemed to be an annex to the official personnel file. As new documents are created or obtained in the assessment process, they will be added to the assessment file.
- (c) The assessment file will be maintained by the appropriate Dean. All members of any assessment committee will be identified on the file. If working copies are made for assessment committee members, the chair of the committee will ensure their destruction at the conclusion of the assessment process.
- 14.3** A Member may request, at least 24 hours in advance, to the appropriate 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 26 will not be considered anonymous material. Non-statistical information gathered pursuant to Article 26, 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 promptly advised by the Dean in writing that a complaint has been filed. A copy of the signed complaint will be sent to the Member.
 - (ii)** the Member will be given an opportunity to place a comment or rebuttal on the file.
 - (iii)** the Employer may only use the complaint in a career decision if the name(s) are disclosed to the Member.
- (c)** In the case of complaints by students:
 - (i)** if the author is a student and does not consent to the disclosure of his/her name, then upon completion of final grade reports the document, along with the Member's rebuttal, will be removed from the file and destroyed;
 - (ii)** if the students names are disclosed, the Member will, at that time, be given an opportunity to place a further comment or rebuttal on the file;
 - (iii)** when written student comments are retained, copies will be placed in the Member's file and a copy forwarded to the Member.

14.6 Letters or assessments received in relation to the initial appointment of a Member at the University will be confidential and will not be shown to the candidate before or after his/her appointment. Such letters or assessments will either be destroyed or returned to the sender within one (1) month of the Member obtaining tenure. Such letters or assessments will not be submitted as evidence in any subsequent proceeding involving a Member. Letters currently in the files of any tenured Member in relation to appointment will be either destroyed or returned to the sender within one (1) month of the signing of this Collective Agreement and will not be used in any proceeding involving a Member of the Bargaining Unit.

14.7 Letters of reference solicited by or with the knowledge of a Member who has applied for tenure or promotion will be considered confidential. Such letters and assessments in connection with tenure or promotion will not be shown to the candidate except where the candidate proceeds to arbitration. All letters and assessments in relation to promotion will be destroyed at the request of the Member no sooner than one (1) year after they are written. Such letters or assessments, if maintained contrary to this policy, will not be submitted as evidence in any subsequent proceeding involving a Member.

14.8 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.

- 14.9** 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.
- 14.10** The Member will be informed in writing of any additions to or deletion of material from his or her personnel file within ten (10) working days of the addition or deletion.
- 14.11** 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: PRIVACY

- 15.1** 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.
- 15.2** 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 or the Personnel File of the Member in the Human Resources office.
- 15.3** 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.
- 15.4** 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.
- 15.5** 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.

- 15.6** 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.
- 15.7** 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.
- 15.8** Any files of a former Member that remain after application of the provisions in 15.6 or 15.7 may be archived or may be destroyed at the discretion of the Dean after a minimum of seven (7) working days.
- 15.9** Notwithstanding the provisions of Article 15.5, 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 16: HEALTH, SAFETY, AND SECURITY

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

ARTICLE 17: ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY

17.1 General Definition

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

17.2 The freedom to teach and its responsibilities

- (a)** Members teaching courses have the right to the free expression of their views on the subject area, and may use and refer to materials and their treatment thereof without reference or adherence to prescribed or official doctrine.
- (b)** In such circumstances, the Member is expected to cover topics according to the Calendar description, to remain up to date in the knowledge of the discipline, treat students fairly and ethically, and teach effectively, which includes using fair, reasoned and fact-based arguments and showing a willingness to accommodate the expression of differing points of view.

17.3 The freedom to research and its responsibilities

- (a)** Members have the freedom to carry out scholarly research within areas of their expertise without reference or adherence to prescribed or official doctrine. This also recognizes that Members' expertise can evolve over time in conjunction with new collaborations, combinations of disciplines, emerging theories and areas of interest.
- (b)** Researchers are expected to meet ethical guidelines for work with animal or human subjects, to deal fairly with colleagues, assistants, and students with whom they conduct research, to carry out the research in the spirit of a genuine search for knowledge, and to base findings upon a critical appraisal of available data and a reasoned analysis of their interpretation.

17.4 The freedom to publish and its responsibilities

- (a)** Members have the right to publish the results of their research, creative, or professional activities, without interference or censorship by the institution, its agents, or others.
- (b)** Researchers have a responsibility to report findings fairly and accurately, and to recognize appropriately the contributions of others to the work they report.

17.5 The freedom of artistic expression and its responsibilities

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

17.6 The freedom to speak intramurally or extramurally and its responsibilities

- (a) Members have the right to speak intramurally and extramurally, including the right to express freely their opinion(s) about the University and its administrators, the government of the day, or society at large.
- (b) When speaking intramurally, Members are expected to deal fairly and professionally with all members of the University community.
- (c) Speakers who are commenting on their scholarship are bound by the same responsibilities which attend the right to publish research.
- (d) In any exercise of freedom of expression, Members will not purport to speak on behalf of the University unless so authorized by the Board, the President or his/her designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University.
- (e) 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 18: RIGHTS AND RESPONSIBILITIES OF MEMBERS

18.1 General

In addition to the rights and responsibilities which flow directly from academic freedom (Article 17), the parties recognize that the nature of the University gives rise to the following rights and responsibilities.

18.2 Teaching

- (a) Members have a responsibility to develop scholarly competence and effectiveness as teachers.

- (b) Members will have the right and the responsibility to organize and structure classroom activities, laboratory activities and other learning experiences, and to adopt reasonable means to maintain a learning environment that is both productive and orderly.
- (c) Members will determine specific course content, and instructional and evaluation methodologies, in accordance with course descriptions in the current Academic Calendar and relevant academic policies approved by the Department/Division, the Faculty and the University.
- (d) Members will be conscientious in the preparation and organization of subject matter, will keep students informed regarding instructional and evaluation methods, and will provide students with periodic and timely feedback.
- (e) Members will comply with established procedures and deadlines for the electronic submission or subsequent review of interim or final student grades, and other such course-related procedures and deadlines as may be necessary for the well ordered operation of the University. Members who experience technical difficulties with the grade submission software may choose to submit their grades to the Dean on paper or via email, provided they inform the Dean of this in advance of their submission.

18.3 Research, Scholarly and Creative Activities

- (a) Recognizing the importance of research, scholarly and creative activities within the University, Members will have the right and the responsibility to devote a reasonable proportion of time to such activities.
- (b) Because of the nature of different disciplines, the range of activities that are considered to contribute to a Member's research, scholarly and creative work may vary widely. Where these activities do not involve peer review, the responsibility for demonstrating relevance rests with the Member.
- (c) Insofar as it is reasonably possible, the Employer will attempt to provide adequate facilities and support for research, scholarly and creative activities.
- (d) In their published work(s), Members will indicate their affiliation with Nipissing University and any reliance on the work and assistance of others.

18.4 University Governance and Decision-Making

- (a) Members have the right and the responsibility to accept a fair and reasonable share of the governance and decision-making workload at the University, including active participation on appropriate bodies, in particular Departmental/Divisional, School, Faculty, Senate, Board and other University committees. Where membership on such bodies is by election or appointment, Members will not be required to serve without their consent.
- (b) In the course of the collegial and peer judgment decision-making process, Members will deal fairly and ethically with their colleagues, will objectively assess the performance of their colleagues when this is required, will avoid discrimination and will not infringe on their colleagues' academic freedom. In

addition, they will observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.

18.5 Learned Societies and Professional Organizations and Associations

- (a)** Members have the right to participate in the work of learned societies and professional organizations and associations, including NUFA, OCUFA and CAUT, provided such participation does not prevent the reasonable fulfillment of their assigned duties at the University. If such service conflicts with scheduled teaching or administrative duties, Members will make arrangements, in consultation with the appropriate Chair or, where necessary, the Dean, to ensure that those duties are fulfilled.
- (b)** The activities of Members in learned societies and professional organizations and associations will be considered in the assessment of their service to the community in the same way as similar activities performed within the University.

18.6 Outside Professional Activities

- (a)** Recognizing that Members are part of a wider community and have responsibilities to this community in addition to their specific University obligations, to enhance the reputation of Nipissing University, and to help keep Members in touch with practice in their fields and enhance the quality of the performance of their primary functions, the parties agree that while Members are committed to full-time employment with the University, unless otherwise provided for by this agreement, they may engage in paid or unpaid outside professional activities provided that such activities are not substantial. Such activities are considered substantial if they:
 - (i)** conflict or interfere with the fulfillment of the Member's obligations to the University, including teaching, scholarly work and the undertaking of a fair share of academic administration; and
 - (ii)** require the commitment of a block of time which would conflict with their scheduled teaching activities.
- (b)** Members will be responsible for obtaining the Dean's permission prior to engaging in any proposed outside professional activities which are, or could become, substantial. In such cases, the Dean's permission will be documented in writing and placed in the Member's file.
- (c)** Outside professional activities which involve a significant use of University supplies, equipment, facilities, employees or services will be subject to approval by the Vice-President, Finance and Administration. Written requests for approval will include information on the nature and scope of the outside professional activities for which support is being requested. Approval in writing, if granted, will identify all charges for supplies, equipment, facilities, employees or services, which will be at the prevailing internal University rates, unless the Vice-President, Finance and Administration agrees to waive all or part of such charges.
- (d)** Members will not use the corporate name and/or logo of the University when engaging in outside professional activities, unless so authorized by the Board, the President or his/her designate. However, when engaging in such activities,

Members may identify their University or departmental/divisional affiliation, their rank and title, and the nature of their employment.

- (e) The University assumes no liability for any action brought against a Member as a result of outside professional activities.
- (f) Some or all of a Member's outside professional activities may be considered for tenure or promotion decisions. However, it is the Member's responsibility to establish the relevance of such activities.

18.7 Curriculum Vitae and Annual Report

- (a) By October 1 of each year, each Member (except those in their initial year of appointment) will submit an up-to-date curriculum vitae to the appropriate Dean. This curriculum vitae will be in one of the following approved formats: CIHR; NSERC; SSHRC; or OCGS.
- (b) If any of the following information for the previous year (September 1 to August 31) is not specifically included in the chosen curriculum vitae format, Members will append it to their CVs accordingly: teaching and related activities; other research, scholarly and creative activities; service activities; and substantial new outside professional activities.
- (c) By October 1 of each year, Members will submit an Annual Report (approximately 500 words) to the appropriate Dean, highlighting the previous year's (September 1 to August 31) accomplishments and goals for the coming year.

ARTICLE 19: FACULTY APPOINTMENTS

19.1 Academic Qualifications

In assessing the academic qualifications of candidates for any new position or vacancy within the Bargaining Unit, the following will be considered: academic credentials, including scholarships and awards; program fit within the relevant academic unit; teaching experience and teaching performance; scholarly research and publication record (or potential); professional and community service record (or potential); and, where appropriate, Aboriginal knowledge.

19.2 Canadian or Permanent Resident Candidates

- (a) Unless the academic qualifications of a non-Canadian or a temporary resident candidate for a position are demonstrably more suitable than those of a Canadian or a permanent resident candidate, the individual recommended for appointment will be a Canadian or a permanent resident. If the Search Committee, a Dean, or the Vice-President, Academic and Research, recommends a non-Canadian or a temporary resident candidate, this recommendation will be reported in writing to the Association and the Secretary of Senate within ten (10) working days by the Vice-President, Academic and Research.

- (b) The University can only extend a job offer to a non-Canadian or temporary resident after it provides evidence to Human Resources and Skills Development Canada (HRSDC) that reasonable efforts were made to recruit qualified Canadians and permanent residents for the position and that a non-Canadian or a temporary resident possesses a combination of skills and experience not readily available in Canada.
- (c) The qualifications relevant to each vacant position will be clearly stated and will not include irrelevant particularities which would unfairly disadvantage Canadians or permanent residents at home or abroad.

19.3 Spousal Candidates

If the spouse of a probationary/tenured Member is interested in an advertised faculty position at the University, his or her file will be reviewed by the relevant Search Committee and, if thought appropriate by the Committee, the candidate's name may be added to the short list. The spouse will be recommended for the appointment unless there is another demonstrably superior candidate.

19.4 Employment Equity

- (a) The parties agree to the principles of employment equity and agree that appointment procedures will be in accordance with the University's commitment to establishing equitable opportunities for employment. In employment areas covered by this agreement, the parties agree to work together to remove any discriminatory barriers that may exist to the employment of four designated employment equity groups: Aboriginal persons, women, persons with disabilities, and visible minorities.
- (b) The Employer will include, as a minimum, a statement in all advertisements for bargaining unit positions that the Employer welcomes applications from qualified Members of the four designated employment equity groups as well as from others who are qualified.
- (c) The Employer will establish search procedures, which may vary between Faculties but which will require at least letters inviting qualified applicants from the four designated employment equity groups where the Employer determines that these groups are under-represented in the unit(s). The letters will be sent by the appropriate Dean to as many Canadian universities as possible that have doctoral programs in the advertised discipline.
- (d) Except where otherwise indicated by employment equity considerations, the candidate with the best academic qualifications should be hired when filling any new position or vacancy within the bargaining unit.
- (e) Notwithstanding (d), where one/several of the four designated employment equity groups is/are under-represented in the relevant academic unit according to population demographics, or where the nature of the position itself dictates that an appropriately qualified candidate from one or more of the designated groups would be demonstrably more suitable, a candidate from one/several of the designated groups will be offered the position provided that she/he is deemed to be well qualified according to Article 19.1.

19.5 Advertising

- (a)** To ensure that posts at Nipissing University are filled by the most highly qualified candidates and to ensure accessibility to Canadians and permanent residents, all faculty openings will normally be advertised nationally and abroad prior to the consideration of candidates. All advertisements will include the following wording: All qualified candidates are encouraged to apply; however, Canadians and permanent residents will be given priority.
- (b)** Subject to (c) below:
 - (i)** All faculty posts (probationary and limited term) will be advertised both internally and in various appropriate publications that will include University Affairs and/or the CAUT Bulletin whenever publication schedules permit.
 - (ii)** There will be no undue delay in submitting advertisements for publication.
 - (iii)** A period of at least thirty (30) days will elapse between the appearance of the first web-based advertisement in University Affairs and the deadline date for applications.
 - (iv)** All appointments to faculty positions will be made on the recommendation of the Search Committee to the appropriate Dean who will then recommend the appointment to the Vice-President, Academic and Research.
- (c)** Notwithstanding (b) above, the Vice-President, Academic and Research, may, when time is of the essence, appoint a faculty Member on a limited term basis without advertising, provided that the Vice-President, Academic and Research, gives the Association appropriate written reasons for the urgency within a reasonable time.

19.6 Ranks for Faculty

- (a)** All appointments under this Collective Agreement will be made in the following ranks: Professor, Associate Professor, Assistant Professor, or Lecturer.
- (b)** The ranks Professor, Associate Professor, Assistant Professor and Lecturer are defined as being those traditionally understood as such in Nipissing University practice.

19.7 Type of Faculty Appointments

- (a)** All appointments to faculty ranks will be tenured, probationary, or limited term.
- (b)** A Tenured Appointment grants permanency of appointment to the Member except as specified under Article 44 (Financial Exigency) and Article 45 (Program Redundancy).
- (c)** A Probationary Appointment will be for a period of not less than four (4) years and not more than six (6) years.

- (d) A Limited Term Appointment is a contractual agreement between the Board of Governors and a Member, made at a specified rank for a specified period, which normally will terminate at the end of that period with no further obligation on the part of either party.
- (e) An appointment is contingent upon verification of the candidate's academic credentials. When the University employs a company to verify credentials, that company will affirm that, absent a court-ordered subpoena, it will not provide information on the candidate to a third party unless the third party has the written authorization of the candidate.

19.8 Letters of Appointment

The Vice-President, Academic and Research, will send a letter of appointment to the prospective Member which will specify the following terms of employment:

- (a) type of appointment pursuant to Article 19.7;
- (b) rank pursuant to Article 19.6;
- (c) department(s), division(s), program(s) or unit(s) in which the appointment is made;
- (d) date on which the appointment commences;
- (e) duration of appointment, where applicable;
- (f) nominal salary and "step" pursuant to Appendices D, E and F;
- (g) credited years of service for sabbatical leave pursuant to Article 28.1(e);
- (h) assigned teaching load pursuant to Article 27;
- (i) the Member's annual vacation entitlement pursuant to Article 34.11;
- (j) the Member's annual professional expenses reimbursement (PER) allowance pursuant to Article 29.5;
- (k) information regarding reimbursement of moving expenses;
- (l) other terms and conditions of the appointment which have been agreed upon by the Member and the University provided they are not inconsistent with the terms of this Agreement;
- (m) a statement that the appointment is subject to the terms of this collective agreement.

ARTICLE 20: LIMITED-TERM APPOINTMENTS

- 20.1** An appointment may be made in the limited-term category in the following circumstances:
- (a)** where there is a position exclusively associated with particular non-recurring programs or situations, including the replacement of a Member on leave, secondment or service in administrative positions, the temporary filling of a vacant position while a competition is still open or until a regular recruit is found;
 - (b)** in the case of an individual of recognized distinction in his/her field who is on temporary leave from another position outside the University (Visiting Professors);
 - (c)** where there exists a position associated with an instructional program which is self-funding (i.e., funded from student fees), or funded to the extent of at least 50% from sources outside the University's normal operating funds;
 - (d)** where enrolment growth justifies increased faculty numbers, it being understood that enrolment which has been maintained for three or more years will not be used as a justification for limited term contracts;
 - (e)** when vacancies occur or new positions are created as a direct result of:
 - (i)** the development of a new program;
 - (ii)** the modification of an existing program;
 - (iii)** the resignation, termination or death of a Member;
 - (iv)** a Senate declaration that a program is established or placed on a probationary basis (i.e., subject to review), and only for that specified period of the probation.
- 20.2**
- (a)** As of July 1, 2007, no Member on a nine (9) or ten (10) month contract may be renewed more than once on a nine (9) or ten (10) month contract. If a Member is renewed after the second contract, any such new contract(s) must be for a minimum of twelve (12) months.
 - (b)** A limited-term appointment may be made up to a maximum of thirty-six (36) months. The total duration on all limited term contracts held by a Member may not exceed sixty (60) months, it being understood that an interruption of twenty-four (24) or more months in the sequence of limited term contracts will return the cumulative duration to zero. Any exception to this provision must be approved by the Association.
 - (c)** Notwithstanding 20.2(b), limited term contracts to teach only courses listed in Appendix C or any other courses added to Appendix C by the JCAA will not be counted in determining total duration limits of limited term contracts.

- 20.3**
- (a)** A limited-term appointment is meant to include the Member's right to receive fair consideration as a candidate for any academic position for which the Board intends to make a tenure-track appointment during the period of the Member's appointment and for which the Member is qualified.
 - (b)** A Member holding a limited-term appointment may be reappointed to the same position for a further limited term without the requirement for external advertisement and competition.
 - (c)** While a limited-term appointee cannot assume renewal of his/her contract, renewal will take place if:
 - (i)** there is a continuing need for the position; and
 - (ii)** where the position has been advertised, his/her qualities, qualifications and experience are deemed by the selection committee to be equal to those of the best external applicant who meets the requirements of the position.
 - (d)** When a Member is considered for a renewal of a term appointment, such consideration will include reference to academic employees performing similar work, and comparison with other employees of comparable experience.
 - (e)** If the position to which a Member has been appointed for a limited term is to be renewed for a subsequent limited term, the Member will be notified in writing by the appropriate Dean by December 15 in the final year of the Member's term or within one (1) calendar month of the availability of the position becoming known, whichever is later, and be invited to apply for reappointment. The Member will be informed at the same time as to whether the position is to be advertised and subject to open competition in the same academic year or whether, if the Member desires reappointment, the advertisement and open competition will be deferred to a subsequent year, should the position continue to be available.
- 20.4** Except as specifically provided for in this agreement, the terms and conditions of employment for limited-term appointees will be the same as for other Members as specified in this Collective Agreement.
- 20.5** The teaching load of limited-term appointments will be as indicated in Article 27.
- 20.6** Years of service at the University accumulated on limited-term appointments which are continuous and contiguous will be counted in the same way as years on probationary appointment for purposes of consideration for tenure.
- 20.7** Whenever possible, letters of appointment of limited-term appointees will be issued at least two (2) months prior to the date of commencement of duties and in all cases will be specific as to terms and conditions of employment.
- 20.8** Compensation for limited-term appointees will be as specified in this Collective Agreement.

ARTICLE 21: EMPLOYMENT OF CASBU MEMBERS

- 21.1 (a)** The Employer agrees not to employ CASBU Members to teach courses in the Spring or Summer Session without first circulating the advertisement of all such courses to Members of the full-time bargaining unit, unless the need to employ someone arises at such a late date that circulating an advertisement is not practical.
- (b)** The Employer will normally give preference to Members of the full-time bargaining unit applying to teach courses in the Spring and Summer Session where the Members' qualifications are demonstrably equal to or better than those of all CASBU Members and applicants who would become members of CASBU, provided that such teaching does not contravene Article 27.7(f).
- 21.2 (a)** In the event of a declaration of financial exigency by the Board of Governors pursuant to Article 44, the Employer may employ CASBU Members only when offering the course in question is important to the financial position of the University or when Senate deems it important to the continuing health of an academic program, and no Member of the full-time bargaining unit is available to teach it who is qualified to do so.
- (b)** A CASBU Member will not normally be hired to teach more than two (2) full courses per academic year, it being understood that if an urgent need causes the hiring of a CASBU Member for a third full course in the same academic year, in the following two (2) academic years, no urgency or exception will be recognized as a basis for hiring that CASBU Member to teach more than two (2) full courses in those academic years. When a person is hired to teach three (3) or more full courses, he/she will be given a limited term contract, except in the circumstances outlined above.

ARTICLE 22: PROFESSIONAL LIBRARIAN APPOINTMENTS

- 22.1** In the event that a position of Professional Librarian who will be a Member of the Bargaining Unit is to be filled, the parties agree to negotiate appropriate provisions at that time.

ARTICLE 23: CROSS-APPOINTMENT OF NEW FACULTY

- 23.1** Where sound academic reasons exist, a Member may be cross-appointed at the time of their appointment in two departments or divisions, either within the same Faculty or in two Faculties.
- 23.2** The agreement of a majority of the voting Members of the two academic units and the approval of the Dean(s) and the Vice-President, Academic and Research, will be required for any cross-appointment.
- 23.3** The home unit of a cross-appointed faculty Member must be specified at the time of the cross-appointment. This is the academic unit that will have primary responsibility for the Member in administrative and academic matters. The home unit will normally be the academic unit allotted the larger share of the faculty Member's workload except in the

case where the cross-appointment is on a half and half basis, or when the cross-appointment is for three (3) years or less. In these cases, the faculty Member has the right to select which of the academic units will be the home unit for the term of the cross-appointment, subject to the approval of the academic unit that has been selected.

- 23.4** The proportion of a cross-appointed faculty Member's workload in each of the units involved must be specified at the time of the cross-appointment. During any given year, however, this proportion may be altered on the agreement of the interested parties, including the faculty Member, the academic unit(s), and the Dean(s) without necessitating a change in the home unit.
- 23.5** A cross-appointed faculty Member has the same rights of participation in each of the units as a regular full-time faculty Member of those units, including all voting rights. In matters which concern both units, the cross-appointed Member will not vote twice on the same issue.
- 23.6** Cross-appointments may be made for a definite term up to five (5) years or be permanent. The duration of the arrangement must be specified when it is requested and approved by the Dean(s) and the Vice-President, Academic and Research. Any request for a further change in status, once a cross-appointment arrangement has been made, will be regarded as a new request and will have to follow the procedures outlined in Article 24 (Member Transfers).

ARTICLE 24: MEMBER TRANSFERS

- 24.1** An individual Member from one academic unit may request to be transferred, in whole or in part, to another academic unit to which he/she is qualified, by written application to the Vice-President, Academic and Research.
- 24.2** The agreement of a majority of the voting members of both the sending and the receiving academic units will be required in order to approve an individual member transfer.
- 24.3** The Vice-President, Academic and Research, will make the final decision on the transfer and will confirm the decision in writing to the Member. The decision of the Vice-President, Academic and Research, will be final and is not grievable under the Collective Agreement.
- 24.4** The decision to fill the vacated position in the sending unit is at the discretion of the employer in consultation with the sending academic unit. The decision of the Vice-President, Academic and Research, will be final and is not grievable under the Collective Agreement.
- 24.5** Members who transfer will suffer no loss in rank, salary, benefits or seniority.

ARTICLE 25: TENURE AND PROMOTION

25.1 Tenure

- (a)** A Member may apply for tenure by May 1 of the second year of the probationary appointment. At the latest, a Member holding a probationary appointment must apply for tenure by May 1 of the penultimate year of the appointment.
- (b)** The procedures and qualifications governing the granting of a Tenured Appointment will be determined by Senate.
- (c)** Any Member holding a probationary appointment will be reviewed by the appropriate Dean. In the case of a Member holding a two or three year probationary appointment such a review will be conducted at the end of the first year of the appointment. In the case of a Member holding a four year probationary appointment, such a review will be conducted at the end of the second year of the appointment. The purpose of the review will be to evaluate the Member's performance pursuant to Article 18. The results of the review will be provided in writing to the Member and placed on the Member's file.
- (d)** Notwithstanding Articles 19.7 and 25.1(a), a probationary appointee may apply in the final year of the appointment for a further probationary appointment of no more than two years. Such reappointment will not be unreasonably denied. Unless the circumstances are exceptional, a probationary appointee normally will not be granted such an extension more than once.

25.2 Promotion

The procedures and qualifications governing the granting of promotion will be determined by Senate.

25.3 Consolidated Committee

- (a)** The powers of the Board under the Nipissing University Act with respect to promotion and tenure will be delegated to the Consolidated Committee.
- (b)** The membership of the Committee will be as follows:
 - (i)** The President of the University, who will chair the committee;
 - (ii)** three (3) members of the Academic Affairs Committee of the Board as appointed by the Board;
 - (iii)** an additional member of the Board appointed by the Board;
 - (iv)** one faculty member of Senate from the Faculty of Arts;
 - (v)** one faculty member of Senate from the Faculty of Education;
 - (vi)** one person named by the Association.
- (c)** All members of the Committee including the chair will be voting members. The quorum of the Committee will be six (6) members.

ARTICLE 26: STUDENT EVALUATIONS OF TEACHING

- 26.1**
- (a)** A primary purpose of any teaching evaluation is that of self-development and improvement.
 - (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.

26.2 Administration of 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. The Member will not be present while 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 for 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)** Where data from student questionnaires are used, a mean, standard deviation, frequency distribution, and number of eligible respondents will be provided.
 - (f)** Before 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.
- 26.3** Subject to the provisions of Article 26.2, student evaluations of teaching effectiveness which meet the requirements of this Article may be used in consideration of tenure or promotion pursuant to Article 25.

- 26.4** All student evaluations of teaching used for purposes of career decisions will meet the requirements of this Article. Student evaluations of teaching may be used for other purposes only with the permission of the Member.
- 26.5** (a) Student teaching evaluations will be conducted in all courses.
- (b) Student teaching evaluations compiled before the date of ratification of this collective agreement will not be used in any career decisions made after June 1997 without the express written consent of the Member.
- 26.6** Internal program evaluations will be obtained through questionnaires, administered in such a way as to afford all the students in a given program a reasonable chance to respond. Such questionnaires will be designed to assess the overall effectiveness of a program and not that of any individual Member teaching in this program. The wording of each program review will be determined by Senate. Any questionnaire used for the purposes of this Article must be approved by the JCAA.

ARTICLE 27: ACADEMIC WORKLOAD

27.1 Workload of Members

- (a) The normal full-time workload of Members will include teaching, research/scholarly/creative activities, and service to the community in proportions as governed by and varied in accordance with past practice and the provisions of this agreement. The workload of the Member is determined by the Dean, in consultation with the Member and, where applicable, the department/division Chair(s), it being understood that no Member can be assigned specific research, creative, scholarly or professional activities.
- (b) Pursuant to Article 27.1(a), a Member's workload may, with the permission of both Deans, include courses taught in both the Faculty of Arts and Science and the Faculty of Education as part of his/her normal teaching load.

27.2 Transition to a New Normal Workload

- (a) In order to promote research and scholarship within the University, as well as other strategic initiatives (such as curriculum innovation and service learning), the parties agree that, subject to the conditions outlined below being met, the normal teaching allocation for full-time Members on a probationary or tenured appointment, or on a limited term appointment greater than one year, should move from the current 6 three-credit courses (3-3) to 5 three-credit courses (3-2) or equivalent per academic year during the life of this agreement.
- (b) The Association and the Employer will work cooperatively to provide for an orderly transition from a 3-3 normal teaching allocation to a 3-2 normal teaching allocation and to ensure that the transition has the least possible impact upon the finances of the University. The move to a 3-2 normal teaching allocation will result in a minimal increase in costs for the delivery of programs and will not lead to any reduction in student numbers and associated revenues (such as tuition fees and government grants). Such cooperation will include, but not be limited to, a review of program length (for example, potential for adding four-

year degrees in Arts and Science), class sizes, course offerings, classroom space, timetables, program regulations, pedagogy, use of technology and web-based instruction, overload regulations and the assigning of overload, the use of limited-term, part-time and overload assignments, and the use of student teaching assistants. Members will cooperate in carrying out their assigned teaching allocation and schedule in order to facilitate the transfer to and operation of the new teaching workload.

- (c)** It is understood by the parties that the Faculty of Education and the Faculty of Arts and Science will require different approaches to getting to the new teaching workload, and that there will also be differences between programs within the Faculty of Arts and Science. Flexibility will be required to move to the new teaching allocation in a manner that maintains the delivery of the program while striving for budget neutrality.
- (d)** In the first year of this agreement, the Vice-President, Academic and Research, the Deans, the Chairs, and Members will develop new Educational Plans for each academic program to determine how each program will be offered under the new 3-2 teaching allocation in as close to a budget neutral manner as possible. The Vice-President, Academic and Research, and the Deans will review University and Faculty academic regulations to see where these can be adjusted to facilitate the transition to the new workload. Any changes requiring Senate approval will have to be submitted to Senate as appropriate. Methods and innovations to achieve an average workload of five 3-credit courses include, but are not limited to:

 - (i)** cycling of courses;
 - (ii)** combining courses with other disciplines where general content may overlap and covering the discipline specific content in other ways during the term (seminars, breakouts, special assignments, etc.);
 - (iii)** different delivery options;
 - (iv)** revising course requirements (electives, discipline specific);
 - (v)** reducing credits required for majors for graduation;
 - (vi)** four year program offerings;
 - (vii)** review of requirements of thesis completion for all fourth year students in certain programs;
 - (viii)** define equivalencies for contact hours across programs for a standard 3 credit course;
 - (ix)** incorporate service learning components for credits instead of classroom instruction;
 - (x)** review of class sizes and course caps; and
 - (xi)** other innovative curriculum changes or delivery options.

- (e) A Joint Committee on New Workload Implementation (hereinafter referred to as the Joint Committee) will be established to model the potential financial and operational impacts of the new workload on the University and to determine a timetable for implementation of the new workload. The Joint Committee will comprise three (3) members from each of the University and the Faculty Association, including the President of the Association and the Vice-President, Academic and Research. The development of the Educational Plans and the work of the Joint Committee will occur in parallel with each other and a Workload Implementation Plan will be presented to the Joint Committee for final approval by November 30, 2007.
- (f) Once the Workload Implementation Plan has been approved by the Joint Committee, the new workload will be implemented in accordance with the schedule as approved. It is the desire of the two parties that, barring documented financial problems, the new workload will be implemented for July 1, 2008, and they will use their best efforts to bring this about.

27.3 Implementation of New Workload

- (a) Under the approved Workload Implementation Plan, the normal teaching allocation for Members on a probationary or tenured appointment, and on limited term appointments greater than one year in duration, will average 5 three-credit courses (3-2) or equivalent per academic year. Until that time, the normal teaching workload will be 6 three-credit courses (3-3) or equivalent per academic year (with exceptions indicated in this Article).
- (b) Under the approved Workload Implementation Plan, each Member on a probationary or tenured appointment will be assigned, following consultation with the Member and Chair as per Article 27.1(a), one of the following workloads:
 - (i) Normal Workload: an average of five (5) three-credit courses or equivalent per year over two consecutive academic years. Members on a Normal Workload will be active and productive in research and scholarly activity, and will contribute to University service.
 - (ii) Teaching Intensive Workload: an average of six (6) three-credit courses or equivalent per year over two consecutive academic years. Members on a Teaching Intensive Workload will be actively engaged in research and scholarly activity, and will contribute to University service.
 - (iii) Research Intensive Workload: an average of four (4) three-credit courses or equivalent per year over two consecutive academic years. Members on a Research Intensive Workload will be active and productive in research and scholarly activity and will have an external research grant from one of the three federal granting councils or other recognized granting agency, and will contribute to University service.
- (c) While Members may receive additional course releases as a result of research, administrative service, or other assigned responsibilities, all Members on a Normal, Teaching Intensive, or Research Intensive Workload will normally teach a minimum of two three-credit courses every year.

- (d) Under the approved Workload Implementation Plan, the following will apply:
- (i) Full-time Members on a limited-term appointment of between one year and not more than two years will be assigned a Teaching Intensive Workload where they have a Master's degree and a Normal Workload where they possess an earned doctoral degree. Such Members who earn their doctoral degree during their appointment will be moved onto a Normal Workload for the following year of the appointment or any subsequent appointment.
 - (ii) Members on limited-term appointments of one year or less will be assigned a Teaching Intensive Workload.
 - (iii) Beginning July 1, 2008, in specific cases where the position is needed for program delivery, or to meet a specific and unusual circumstance, the University may establish a limited-term teaching stream position of one year or less where the teaching allocation is higher than six three-credit courses or equivalent up to a maximum of eight three-credit courses or equivalent. In such cases, there will be an explicit agreement between the Member and the University that there will be minimal requirements for University service or for research or scholarly activity beyond that associated with the preparation and delivery of the assigned courses. Such limited-term appointments may not be held by a Member for more than two consecutive years, and normally Members holding such positions will not have a doctoral degree. It is the intention of the parties that these teaching stream positions be used only where necessary for program delivery as identified in the Workload Implementation Plan. The University will not employ more than seven (7) Members in limited-term teaching stream positions in any academic year with no more than five (5) such positions in any one Faculty.
 - (iv) As of July 1, 2007, newly hired Members with an earned doctoral degree will be assigned a Research Intensive Workload for the first year of their initial probationary appointment, after which they will be assigned a Normal Teaching Workload. The Dean may extend the Research Intensive Workload to the second year of the Member's initial probationary appointment where significant progress towards establishing an active and productive research and scholarly profile has been demonstrated in the first year, where the need for such a workload is clearly demonstrated, and where circumstances permit (such as the ability of the department to offer the program). In such cases where the Dean would have approved the Research Intensive Workload but the circumstances do not permit it to occur, the Dean may defer the assignment for one year. Where circumstances permit, the Research Intensive Workload may be allocated in such a manner as to provide for a semester with only one course allocation (i.e., a 1-3 or 3-1 teaching workload).
 - (v) As of July 1, 2008, Members on probationary appointments with an earned doctorate (not included in 27.3(d)(iv)) will be assigned a Research Intensive Workload for one year to allow them the same

opportunity as new appointees to develop their research and scholarly activity in preparation for their application for reappointment with tenure. In such cases where operational circumstances do not permit the reduction to occur, the Dean may defer the Research Intensive Workload assignment for one year. Where circumstances permit, the Research Intensive Workload may be allocated in such a manner as to provide for a semester with only one course allocation (i.e., a 1-3 or 3-1 teaching workload).

- (vi)** Members on a Normal Workload or a Research Intensive Workload may request a Teaching Intensive Workload by notifying the Dean by December 1 of the year prior to the year in which the requested workload change would take effect. Reasons may include, among others, no current research plan in place for the current or upcoming year, a need to reflect upon or investigate a change in research focus, and/or a request to change the service commitment level in any particular year. Such a request will not be unreasonably denied. Any approved changes in workload will take effect on July 1 of the appropriate year.
- (vii)** Members on a Teaching Intensive Workload may request a Normal Workload by notifying the Dean by December 1 of the year prior to the year in which the requested workload change would take effect. The notification will include a Research Plan. The Dean will review the request in terms of the proposed Research Plan and the impact of the workload reassignment on program operations. The Dean may either accept the request, accept the request for a limited period of time to be agreed with the Member, defer the request for one year in order to allow for program requirements to be met, or reject the request. A request will not be unreasonably denied. Any approved changes in workload will take effect on July 1 of the appropriate year.
- (viii)** For operational reasons, Members on a Normal Workload may request or alternately be requested or required by the Dean to teach six three-credit courses or equivalent for one year, following which they would be provided with a four three-credit course or equivalent teaching allocation for the next academic year, unless they would be on an approved leave that year, in which case the four three-credit course or equivalent allocation would be used upon the Member's return from leave. The Member's workload will, over a two-year period, average the normal five (5) three-credit courses or equivalent per academic year over the period of the arrangement with the Member
- (ix)** For the Fall/Winter terms, Members may request to bank one three-credit course in any academic year. Such requests must be supported by both the Department and the Dean in order to be approved. Any banked courses must be used the following academic year or as soon as possible thereafter.
- (x)** If for programmatic reasons the Dean requests that a Member teach overload, the Member has the option of banking the course(s) or receiving overload payment.

- (xi) For the Fall/Winter terms, overload payments for teaching will apply beyond the Teaching Intensive Workload allocation of six three-credit courses or equivalent, except for teaching stream positions where overload will apply beyond the course allocation for the position.

27.4 Annual Review and Assessment

- (a) It is expected that all Members must be able to provide clear evidence of ongoing productivity in research and scholarship. The Dean will review and assess each Member's research and scholarship on an annual basis, using the Annual Report. The criteria to be used by the Dean will be those listed in Section B.II.3 (a) ("Assessment of Scholarship") of the Senate Guidelines for Appointment, Reappointment, Tenure and Promotion (May 2004) or any subsequent assessment criteria that might evolve from a letter of understanding on tenure and promotion guidelines. Assessment of a Member's performance will be based on the type of Workload arrangement the Member has been assigned.
- (b) For Members on a Probationary appointment, the Dean will prepare an annual written assessment of the Member's performance. A copy of the assessment will be sent to the Member. Each Member will have the opportunity to meet with the Dean to discuss the assessment. The Dean may adjust the assessment as appropriate following such a meeting. The final assessment will be signed by the Dean and placed in the Member's official file. In such cases, a copy of the adjusted assessment will be sent to the Member. The Member has the right to place in his/her official file a reply to the Dean's original assessment and/or adjusted assessment.
- (c) For Members on a tenured appointment:
 - (i) If the Dean assesses the Member's performance as satisfactory, this assessment will be signed by the Dean and placed in the Member's official file. A copy will be sent to the Member. If the Dean assesses the Member's performance as unsatisfactory, the Dean will provide written reasons for this assessment. The assessment will be signed by the Dean and placed in the Member's official file. A copy will be sent to the Member.
 - (ii) Once the Dean has placed an annual assessment in the Member's official file, either the Dean or the Member may request a meeting. This meeting will occur within twenty (20) working days of the Member's receipt of the assessment. Those present will be the Dean, the Member, and, if the Member wishes, the Member's Chair and/or a representative of the Association. The purpose of this meeting is:
 - a. to discuss the Member's achievements and performance of his or her academic responsibilities;
 - b. to discuss the development of the Member's teaching, research and/or service, as appropriate to the Member's academic responsibilities and workload;

- c. to discuss any expectations necessary to address any concerns.
- (iii) Within fifteen (15) working days of this meeting, the Dean will provide a written report of the meeting to the Member. The report will include an appropriate schedule for meeting any required expectations. This report will be signed by the Dean and placed in the Member's official file.
- (iv) A Member has a right to respond to the Dean's original assessment and/or the report for meeting any required expectations. The Member's response(s), which will be in writing and supplied to the Dean within fifteen (15) working days of receiving the Dean's assessment/report, will be kept in the Member's official file alongside the original assessment/report.

27.5 Moving from a Normal Workload to a Teaching Intensive Workload for Members on a Tenured Appointment

- (a) Once the new workload is implemented, the Dean may meet with a Member who is on a Normal Workload if the Dean considers that the Member's performance in the area of research and scholarship is unsatisfactory.
- (b) The Dean must meet with a Member on this matter after the Member has received two consecutive performance assessments of unsatisfactory, under Article 27.4(c)(i). Following any such meeting, the Dean may recommend to a Member that he or she move to a Teaching Intensive Workload effective July 1 or January 1 following a period of at least six (6) months. The Dean will provide written reasons in support of this recommendation and will also state the expectations required in order to continue on a Normal Workload. In such cases, the Member has twelve (12) months to meet the stated expectations to continue on a Normal Workload.
- (c) After twelve (12) months, the Dean and the Member will meet. The Dean may decide that the Member has met the stated expectations to continue on a Normal Workload or that the Member has not met the stated expectations and must move to a Teaching Intensive Workload effective the next July 1 or January 1, whichever is applicable.

27.6 General Information

Members on any Workload arrangement will be eligible, where applicable, for consideration for sabbaticals, reappointment, tenure, and promotion under the appropriate guidelines.

27.7 Teaching Workload of Members

- (a) A Member's teaching load will be spread over the Fall and Winter Terms. As a part of the normal workload, Members may request teaching in the Spring or Summer session but will not be required to do so by the Employer. The Dean may request, through the relevant Divisional/Departmental Chair, teaching in spring and summer as part of a Member's normal workload but that Member will not be required to do so.

- (b) In the event that an assigned course is cancelled, the Dean will meet with the Member to discuss options and will then decide when the member will teach a replacement course. In all such cases, the Dean will inform the Association in writing.
- (c) **For the Master of Education Program:**
 - (i) Teaching of MEd courses will be considered as part of the normal teaching load.
 - (ii) Tenured Members of the Faculty of Education who are qualified to teach in the MEd Program may teach at least one graduate course on load, if available after full-time graduate professors workload has been assigned, and if requested by the Member.
- (d) The amount of undergraduate student supervision to be expected under the Normal Workload and Research Intensive Workload assignments will be determined by the JCAA within the context of the Workload Implementation Plan. Until the approval of the Plan, individualized studies courses will be compensated with a stipend and will not be considered part of the normal teaching load and will not be considered overload for the purposes of the calculation of the maximum overload limit.
- (e) In any one year (July 1 to June 30), a Member's additional teaching on overload stipends will not exceed the equivalent of one (1) full course. Any exceptions require the consent of NUFA. Article 27.7(e) will take effect beginning July 1, 2007.
- (f) In any one year (July 1 to June 30), for the purposes of Article 27.7(e), in addition to regular courses, all of the following will be counted as overload teaching if the teaching is above the teaching intensive workload: Additional Qualification (AQ) courses; Additional Basic Qualification (ABQ) courses; correspondence courses; labs; seminars; tutorials; televised courses; and CCBE courses.
- (g) At the sole discretion of the Dean, and with the agreement of the Member, instruction of labs, seminars and tutorials in excess of the maximum overload limit may be assigned. In all such cases, the Dean will inform the Association in writing.
- (h) When courses during the academic year, including spring and summer session, require teaching paid by overload, the Dean will first notify Members of the academic unit of the availability of the position. Upon application, a Member will be given first consideration for the position if the course is within his/her area of expertise.
- (i) Subject to Article 27.1, the Dean in consultation with the Department/Division Chairs will attempt to obtain a reasonably balanced workload among Members within a Division/Department and among Members within a faculty over time. The Chair in consultation with members of the Department/Division will provide the Dean with a recommendation for a balanced workload within the Department/Division. An equitable and balanced workload will permit all

Members to pursue fairly their research activity. A Member who believes that his/her assigned workload is excessive in relation to other Members has the right to have the Vice-President, Academic and Research, review his/her workload. The Vice-President will provide the Member with a written response.

- (j) Members are entitled to at least one non-teaching term in each academic year where the three terms are defined as Fall, Winter, and Spring/Summer.

27.8 Reduced Workload with Pro-Rated Pay

- (a) Reduced workload with pro-rated pay may be granted by the Employer at any time to any Member who applies voluntarily for such status. Such requests will not be unreasonably denied. Normally, the reduced workload will not be less than two-thirds (2/3) of the full workload as defined by Article 27 for the Member's category. However, the distribution of the reduced workload in respect to the normal components of full workload as determined in Article 27 will be a matter of agreement between the Employer and the Member.
- (b) A Member working a reduced workload at pro-rated pay will continue as a Member of the Bargaining Unit.
- (c) The Member will continue to enjoy all benefit plans as listed in Article 31, subject to the conditions of any particular plan, and including such cost-sharing arrangements as there specified. With respect to the Nipissing University Retirement Plan, the Member and Employer will contribute according to the provisions of Articles 27.8 and 27.9.
- (d) A Member on a reduced workload with pro-rata pay will earn sabbatical credit on a pro-rata basis, and will normally earn service towards tenure eligibility on a pro-rata basis. However, a member who can show that he/she will be using the additional time made available by the workload reduction for other work in the Member's field will earn service towards tenure eligibility on a full-time basis.
- (e) A Member working a reduced workload at pro-rated pay will receive such additions to his/her nominal salary as will be implemented as a result of collective bargaining.
- (f) Three (3) months prior to the commencement of such period, the University will inform the Member, in writing, of all the agreed terms and conditions upon which the granting of leave is based, including a reference to specific section(s) of the collective agreement which governs reduced workload and specifying a deadline for acceptance or rejection of the said terms and conditions.
- (g) A Member seeking a reduced workload may be represented by the Association at every stage of the discussions concerning such an arrangement.
- (h) If a Member is on a reduced load for a period exceeding two (2) years, then such an arrangement will become permanent unless agreed otherwise by the parties.
- (i) A Member may request, and the Employer in its absolute discretion may grant, a reduction in the Member's normal teaching load of up to one full course equivalent, in return for which the Member will remit to the Employer an amount

equal to the appropriate overload stipend as set out in Article 29.6. The granting or failure to grant such a request is not grievable.

27.9 Reduced-Time Provisions for Long-Service Employees

- (a)** Notwithstanding the provisions of Articles 27.1, 27.3 and 27.8 of the Agreement, any Member aged sixty (60) years or over and with twenty (20) or more years of full-time service at Nipissing University is entitled to a special reduced-time arrangement on the basis of the provisions set out below:
- (i)** A Member will normally be assigned a teaching load of two (2) to four (4) 3-credit courses per year over the remaining period of the Member's service to retirement. Any deviation from this normal teaching load will occur only at the request of the Member and with the agreement of the Dean.
 - (ii)** A Member's workload in the other areas of responsibility (honours student supervision, research and service to the University) will be pro-rated so that his/her total workload in any remaining year of service, including the teaching load as defined in (i) above, does not exceed one-half (1/2) of a full workload as defined in Article 27.1.
 - (iii)** The distribution of the Member's reduced workload, as defined in (ii) above, in respect of the normal components of a full workload, as defined in Article 27.3, will be assigned by the Dean after consultation with the Member.
 - (iv)** A Member who enters into a special reduced-time arrangement will receive a salary equivalent to fifty percent (50%) of his/her nominal salary at the time of entering into the arrangement, plus an additional three percent (3%) of the said nominal salary for each year of full-time service at Nipissing University in excess of twenty (20) years to a maximum of twenty-five (25) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of nominal salary.
 - (v)** All other terms and conditions of employment will comply with the provisions of Article 27.8 of this Agreement, except as superseded by specific provisions of the present Article.
- (b)** Notwithstanding Article 27.8, once a Member enters into a special reduced-time arrangement, that arrangement will be considered permanent for the duration of his/her service at Nipissing University, except by mutual agreement of the Employer and the Member.

ARTICLE 28: SABBATICALS

28.1 General Provisions

In recognition of the fact that Members are required as a condition of their employment, to continue to develop as scholars and researchers throughout their careers, the Employer maintains a policy of sabbaticals intended for academic study, research, writing, or travel for investigation purposes that provides means by which faculty Members increase their knowledge, further their research, stimulate intellectual interest, strengthen their contacts with the world-wide community of scholars, and thus enhance their contribution to the University on their return. It is also recognized that the number of sabbatical leaves approved in any given year is a function of the merit of the applications, and the Employer's ability to replace Members on sabbatical when necessary, and/or to maintain program integrity.

- (a) The length of a sabbatical and the number of years of full-time credited service in relation to sabbatical eligibility will be governed by the terms of this Article.
- (b) Each tenured Member will have the right to apply for a sabbatical of twelve months after any period of six or more years of full-time credited service at Nipissing University, including credited years of service upon appointment. All twelve-month sabbaticals will commence on July 1.
- (c) As an alternative to a twelve-month sabbatical under Article 28.1(b), a tenured Member may apply for a six-month sabbatical after any period of three or more years of full-time credited service at Nipissing University, including credited years of service upon appointment. All six-month sabbaticals will start on either July 1 or January 1 by agreement of the Employer and the Member.
- (d) Notwithstanding Article 28.1(c), in the case that a Member requests and is granted a six-month sabbatical after six or more years of full-time credited service, the Member will be permitted either:
 - (i) to use the accumulated service in its entirety, in return for a sabbatical allowance of 100% of nominal salary; or
 - (ii) to credit three years of full-time service toward the Member's next sabbatical, in return for a sabbatical allowance of 85% of nominal salary.
- (e) In determining full-time credited service at Nipissing University, the following will apply:
 - (i) Full-time service will include periods designated as research release time.
 - (ii) Years of service at the University accumulated in limited term appointments of at least twelve (12) months will be credited in the same way as years in probationary or tenured appointments for the purposes of sabbatical eligibility, up to a maximum of four (4) years credit. It is understood that an interruption of two or more years in the sequence of limited term contracts will return the cumulative total years of credit to zero.

- (iii) Years of service at the University accumulated in limited term appointments of nine or ten months will be credited in the same way as years on probationary appointment for the purposes of sabbatical eligibility, up to a maximum of two (2) years credit, as follows: two limited term appointments will receive one year of credit for a 12-month sabbatical, while three or more limited term appointments will receive two years of credit for a 12-month sabbatical or one year of credit for a 6-month sabbatical. It is understood that an interruption of two or more years in the sequence of limited term contracts will return the cumulative total years of credit to zero.
- (iv) Academic service equivalent to a full-time academic appointment at Nipissing University and accumulated in appointments of at least 12 months each will be credited from another institution for the purpose of sabbatical eligibility at the time of the member's initial appointment to a maximum of two years credit toward a twelve-month sabbatical or one year's credit toward a six-month sabbatical.
- (f) Where possible, Members on sabbatical may retain their offices, it being understood that the first priority for faculty office space will be for Members not on sabbatical.
- (g) Where possible, after satisfying normal university demands, Members on sabbatical will be entitled to University secretarial and other support services.

28.2 Criteria and Procedures

- (a) Sabbatical leave is an investment toward increasing the quality of research and programs of study at Nipissing University, by allowing eligible Members to devote more time to scholarly works and to gain relevant expertise and experience.
- (b) Sabbatical applications will be submitted to the Dean no later than November 1 each year, both for a twelve-month sabbatical commencing the following July 1 and for a six-month sabbatical commencing either the following July 1 or the next following January 1. Such applications will include:

 - (i) the proposed starting date, length of the leave and sabbatical allowance level, with a clear indication of which years of service are being used to establish the eligibility;
 - (ii) the Member's up-to-date curriculum vitae;
 - (iii) a clear statement of the scholarly or creative purposes and activities of the requested leave, indicating how the leave will meet the objectives of Article 28.2(a); and
 - (iv) any other documentation or information which the Member wishes to provide.

- (c) The Dean, in consultation with the Vice-President, Academic and Research, will assess the sabbatical application according to the objectives in Article 28.2(a). The Dean will inform the Member in writing as soon as possible but no later than February 1 whether the application has been approved or denied and, if approved, whether the requested leave has been granted or deferred. Specifically:
 - (i) a sabbatical application will not be unreasonably denied; when an application is denied, the written notification from the Dean will include reasons for the decision.
 - (ii) once a sabbatical application has been approved, deferral of the leave will be for good administrative reason, which will be provided in a written notification from the Dean; deferral may be for a period of not less than six months and not more than one year; deferrals may be repeated, but the total duration of such deferrals will not exceed two years.
- (d) At the option of the Member, service during a deferral period will either be credited toward the Member's next sabbatical or used to increase the sabbatical allowance as follows:
 - (i) for a twelve-month sabbatical, an increase in the allowance of 5% for each year of the deferral, to a maximum increase of 10%; and
 - (ii) for a six-month sabbatical based on three or more years of service, an increase in the allowance of 10% for each year of the deferral, to a maximum increase of 20%.
- (e) Members have an obligation to return to the service of the Employer for a period of not less than one year following any sabbatical leave, it being understood that this condition will not apply to a Member whose return from sabbatical leave coincides with the beginning of retirement. In the event the Member does not return to the University for the required period, the Member will reimburse the University at the rate of one-twelfth of the Member's nominal salary for each month of the one-year period not served.
- (f) Within 90 days of return from sabbatical, a Member will submit a report on the leave to the Dean. This report will be added to the Member's file and will be used as part of the assessment of any future sabbatical applications.

28.3 Salary and Benefits During Sabbatical Leave

While on sabbatical leave, Members continue to be paid employees of the University and are expected to devote their energies primarily to research or other scholarly activities.

- (a) Members on sabbatical will be entitled to receive a sabbatical allowance from the Employer during the term of the leave, the amount of which will be determined as follows:
 - (i) 85% of nominal salary for a twelve-month sabbatical under Article 28.1(b), based on six or more years of service;

- (ii) 85% of nominal salary for a six-month sabbatical under Article 28.1(c), based on three or more years of service;
 - (iii) 100% of nominal salary for a six-month sabbatical under Article 28.1(d)(i), based on six or more years of service with no service credited toward the Member's next sabbatical; and
 - (iv) 85% of nominal salary for a six-month sabbatical under Article 28.1(d)(ii), based on six or more years of service with three years of service credited toward the Member's next sabbatical.
- (b) Notwithstanding Article 28.3(a), Members on sabbatical leave may also receive outside assistance in the form of grants or scholarships, and may engage in paid or unpaid outside professional/academic activities, provided that these are in accordance with Article 18.5.
- (c) Members on sabbatical leave may request that a portion of their sabbatical allowance be designated as a research grant, in accordance with the relevant provisions of the Income Tax Act. Such a request, along with relevant information, will be submitted to the Vice-President, Academic and Research, who will determine the portion of the allowance which will be so designated. A request that a specific portion of a Member's sabbatical allowance be designated as a research grant will not be unreasonably denied. The Member is solely responsible for the administration of this grant, and will take all action required by any government body in respect of the research grant.
- (d) While on sabbatical leave, Members will continue coverage under the University benefit plans. The Member has the option of making Pension contributions on the basis of his/her actual salary or nominal salary, and may also top up the Employer contributions on the same basis.
- (e) Members will be eligible to apply for and to receive promotion during their absence on sabbatical.

ARTICLE 29: FINANCIAL COMPENSATION

29.1 Annual Salary and Increments

- (a) The minimum annual salary for each rank as of the signing of the Agreement will be as follows:

Professor	\$ 92,359
Associate Professor	\$ 76,144
Assistant Professor	\$ 58,931
Lecturer	\$ 45,399

- (b) The maximum annual salary for each rank as of the signing of the Agreement will be as follows:

Professor	\$ 127,779
Associate Professor	\$ 105,240
Assistant Professor	\$ 83,961
Lecturer	\$ 63,143

- (c) There will be twelve (12) increments at the rank of Professor and Associate Professor, eleven (11) increments at the rank of Assistant Professor and nine (9) increments at the rank of Lecturer as of the signing of this Agreement, the values of which will be as follows:

Professor	\$ 2,910
Associate Professor	\$ 2,383
Assistant Professor	\$ 2,230
Lecturer	\$ 1,916

In addition, as of May 1, 2006, there will be one junior increment at each rank of \$500 as indicated in Appendices D, E and F.

- (d) Faculty salary scales beginning May 1, 2006, May 1, 2007, and May 1, 2008, are delineated in Appendices D, E, and F respectively.

29.2 Economic Increase and Progression Through the Ranks

The Faculty Salary Scale as determined will apply for the period of this agreement. The salaries will be implemented as follows:

- (a) May 1, 2006 – Economic increase of 3.0%, Progression Through the Ranks (PTR), and a junior increment on each rank of \$500;
- (b) May 1, 2007 – Economic increase of 3.0%, Progression Through the Ranks (PTR), and a junior increment on each rank of \$500;
- (c) May 1, 2008 – Economic increase of 3.0%, Progression Through the Ranks (PTR), and a junior increment on each rank of \$500.

29.3 Graduate Faculty Compensation

- (a) As of the signing of this Agreement, MEd faculty Members will be compensated at 41 hours per graduate course.
- (b) (i) As of the signing of this Agreement, MEd faculty Members will receive \$1,000 for research paper supervision, and \$1,500 for thesis supervision, or supervisions for future teaching release. For the latter, the following formula will be used:

Thesis (plus)	Research Paper	MEd/BEd Teaching Release
4	0	one 3 credit graduate course <i>or</i> 41 hours
3	2	one 3 credit graduate course <i>or</i> 41 hours
2	4	one 3 credit graduate course <i>or</i> 41 hours
1	6	one 3 credit graduate course <i>or</i> 41 hours

- (ii) An MEd faculty Member must indicate to the Dean in writing at the time of the completion (signing off) of the thesis or research paper whether he or she wishes financial compensation or teaching release for the supervision. The Dean will maintain an up to date file of supervisions for each MEd faculty member indicating the supervisions that have been banked toward teaching release.
- (iii) All thesis or research paper supervisions being used in the application for supervision-based teaching release must be complete (signed off) at the time of the request.
- (iv) It is understood that MEd faculty Members will use accumulated graduate supervision credit in the form of course release at the earliest opportunity, subject to academic planning in the Faculty. Accrued supervision-based teaching release will not be deferred for more than one academic year (September 1 – August 31).
- (v) A Member may receive not more than one supervision-based teaching release at any one time and not more than two such teaching releases in a twelve month period. A Member who intends to claim accumulated teaching release credit under these provisions will make written application by May 1 of the academic year preceding the intended course release to his/her Dean in the case of a teaching release in the Fall or Winter Terms, and by October 1 in the case of a teaching release in the following Spring and Summer term. The Dean will respond in writing to the Member within 30 days of receiving the request. Valid requests for supervision-based teaching release will not be unreasonably denied.

29.4 Department/Division Chairs Compensation

The annual compensation for Department/Division Chairs will be one of the following:

- (a) One six credit course release;
- (b) One three credit course release and a three credit stipend or a reimbursable allowance for a three credit overload; or
- (c) A reimbursable allowance equivalent to a six credit overload.

In addition, the timing of release time must be approved by the Dean in consultation with the Department/Division Chair. If a release time is deferred, the annual maximum course release in the future in any one year is one full course.

29.5 Professional Expenses Reimbursement (PER)

- (a) Each Member may submit expense claims for reimbursement of eligible Professional Expenses (PER) on an annual basis up to the maximum amounts indicated in Article 29.5(b).

- (b)** For Members who are probationary or tenured, and Members who are on limited term appointments of twelve (12) months or more, the maximum value of the PER will be \$1,700 as of May 1, 2006; \$1,750 as of July 1, 2007; and \$1,800 as of July 1, 2008.
- (c)** Members on second limited term appointments of nine (9) months or ten (10) months will receive a prorated PER. Otherwise, limited term appointments of ten (10) months or less will receive reimbursement to a maximum of \$400.
- (d)** Professional expenses must be incurred for the purposes of University business and must be customary and reasonable under the circumstances. In the case of travel, professional expenses must be in accordance with the University's travel expense policy. Professional expenses include but are not limited to:

 - (i)** Travel, including transportation, food and accommodation in order to attend scholarly conferences, seminars, workshops and meetings; or to visit other universities or research sites to conduct research and scholarly work that cannot be carried out at the University;
 - (ii)** Registration fees for attendance at scholarly conferences, seminars, workshops and similar activities;
 - (iii)** Membership fees for professional and/or learned societies related to the Member's discipline, research or scholarly and teaching activities;
 - (iv)** Equipment and supplies;
 - (v)** Books and subscriptions to professional and/or scholarly journals; and
 - (vi)** Page charges, reprint charges, and the costs incurred in the preparation and completion of scholarly manuscripts, for charges and costs not covered by the University Research Council's Internal Publication Grants.
- (e)** Ineligible expenses include interest charged on overdue charge accounts and other personal expenses that, under current tax legislation, would be considered a taxable benefit to the individual. These personal expenses include but are not restricted to gifts, social and athletic club membership fees and personal living expenses.
- (f)** Eligible expenditures must be supported by original receipts or invoices in accordance with the University's expense reimbursement policy. It is the individual Member's responsibility to ensure that the expenses charged against his/her professional development account are legitimate costs incurred for his/her professional development. Professional expenses under this article are designated strictly for the use of the individual Member.
- (g)** Members are responsible for retaining receipts for a period of seven years in the event that the non-taxable status of the expenses incurred is questioned by Canada Revenue Agency.

- (h) Upon cessation of employment with the University, including upon retirement, any unused portion of a Member's PER reverts back to the University.
- (i) Goods costing more than \$100 purchased under this article are the property of the University. Equipment purchased must follow purchasing policies, be tagged and inventoried and must remain the property of the University until disposed of according to University policies and procedures. The Member will have the right if he/she chooses to purchase equipment from the University after four years or upon cessation of employment at a fair market value to be determined by the University.
- (j) Members are encouraged to submit a claim for reimbursement at any time during the fiscal year as long as the claim is for eligible expenses in excess of \$150.

29.6 Overload Payments

- (a) Overload payments for one three-credit undergraduate course offered in the Fall/Winter term will be paid as follows:

May 1, 2006	\$4,580
May 1, 2007	\$4,717
May 1, 2008	\$4,859

- (b) Overload payments for one three-credit graduate course offered in the Fall/Winter term will be paid as follows:

May 1, 2006	\$5,250
May 1, 2007	\$5,275
May 1, 2008	\$5,300

- (c) Overload for three-credit undergraduate and three-credit graduate courses offered in the Spring and Summer sessions will be paid according to the compensation grids in the CASBU agreement.
- (d) Overload for ABQ and CCBE courses will be paid according to the compensation grids in the CASBU agreement.

29.7 Practice Teaching Supervision in the Faculty of Education

Practice teaching supervision in the Faculty of Education will be valued as equivalent to 10 hours of load per week.

ARTICLE 30: METHOD OF PAYMENT

- 30.1** The Employer agrees to pay Members on or before the twentieth (20th) day of each month.
- 30.2** The Employer agrees to provide Members with a statement of their relevant overload teaching hours before October 7 for fall-term courses and fall/winter courses, and before February 7 for winter-term courses for purposes of verification.

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

ARTICLE 31: BENEFIT PLANS AND DEFINITIONS

31.1 Benefit Plans – Coverage

- (a)** For the period of this Agreement, Group Benefits for Members under 65 years of age or June 30 coincident with or following the Member's 65th birthday, will be those in effect as of May 1, 2006 as follows:
- (i)** Basic Life and Dependent Life
 - (ii)** Long Term Disability
 - (iii)** Short Term Disability
 - (iv)** Health (Medical)
 - (v)** Vision Care
 - (vi)** Dental
 - (vii)** Basic Accidental Death and Dismemberment
 - (viii)** Optional Life Insurance (Employee and Spouse)
 - (ix)** Voluntary Accidental Death and Dismemberment (Employee Only or Family)
- (b)** For those who are eligible, membership in Article 31.1(a)(i) through (vii) is compulsory.
- (c)** For the purposes of tuition exemption and all group benefits including Health and Dental, spouse includes a person of the same sex as the person with whom the Member is cohabiting in a common-law relationship.

31.2 Benefit Plans – Cost Sharing Arrangements

The Employer will contribute to the costs of Benefit Plans stipulated in Article 31.1(a) as follows:

- (a)** For Group Life Insurance, 80% of the full premium of the plan in effect on May 1, 2006, required to purchase for each Member an amount of coverage equal to twice his/her nominal annual salary to a maximum of \$250,000.
- (b)** For Long Term Disability, 80% of the cost of premiums of the plan in effect on May 1, 2006.

- (c) For Health (Medical), 80% of the cost of premiums of the plan in effect on May 1, 2006.
- (d) For Dental, 80% of the cost of premiums of the plan in effect on May 1, 2006.
- (e) For Accidental Death and Dismemberment, 80% of the cost of premiums of the plan in effect on May 1, 2006.
- (f) The cost of premiums for optional units of coverage under Article 31.1(a)(viii) and (ix) will be borne wholly by Members who apply for and are granted such coverage.

31.3 Pension and Benefits Advisory Committee

The parties agree to maintain a Pension and Benefits Advisory Committee that will include at least two (2) persons named by the Association. The Committee will review all plans with respect to experience, administration, adequacy of coverage and rate changes, and will recommend to their principals such alterations to any benefit(s) it deems necessary or desirable. No reductions will be made in respect to the benefit levels or coverages for Basic Life and Dependent Life, Long Term Disability, Short Term Disability, Health (Medical), Vision Care, and Dental listed herein except as a result of agreement between the Employer and the Association or as may be required by legislation.

31.4 Information and Reporting

- (a) The Employer agrees to share available benefit information with the Pension and Benefits Advisory Committee.
- (b) The Employer will provide all new Members with information regarding the group benefits currently in force at the time of their initial hiring. The Employer will make available to all existing Members information sessions concerning the group benefits at least once every two (2) years.

31.5 Tuition Exemption

- (a) A Member, their spouse and dependent(s) is (are) eligible for tuition exemption for grant eligible credit courses offered by Nipissing University. Dependent(s) is (are) defined as child(ren) of the Member for whom the Member is entitled to claim tax exemption under the Income Tax Act in the year in which the tuition exemption privilege is requested, or children not over the age of twenty-six (26) to whom the Member provides regular financial support.
- (b) A student qualifying for tuition exemption for grant eligible credit courses must remain in good standing. In the event of loss of good standing, the same course(s) or an equivalent one(s), however, may be taken at the student's expense in order to reinstate eligibility or good standing.
- (c) A Member receiving benefits under the Long Term Disability Plan, their spouse and dependent(s), the spouse and dependent(s) of a Member who dies in service, and a member who retires from Nipissing University and their spouse

and dependent(s), will also continue to enjoy the benefits of tuition exemption for grant eligible credit courses.

31.6 Benefits for Retired Employees

- (a)** Members who retire at or after fifty-five (55) years of age, and who have at least ten (10) years of continuous service at the University, and who were members of the respective Plans at retirement will continue as members of the following Plans until death or age sixty-five (65), whichever comes first, with the premiums for Article 31.6(a)(i), (a)(ii), (a)(iii), and (a)(iv) paid for wholly by the Employer:
 - (i)** Basic Life and Dependent Life;
 - (ii)** Health (Medical);
 - (iii)** Vision Care; and
 - (iv)** Dental.
- (b)** Members who retire at or after fifty-five (55) years of age, and who have at least ten (10) years of continuous service at the University, will continue to have access to the University Library and athletic facilities on the same basis as bargaining unit Members. A special I.D. card will be issued on request.
- (c)** The University may, in its absolute discretion, provide internet access to a retired member. The according or failure to accord such a benefit is not grievable.
- (d)** The Employer agrees to allow retiring Members to purchase the computer and peripheral equipment from their offices at a pro-rated depreciation (25% per year).

31.7 Time Spent Outside the Country

In order that the Employer may ensure uninterrupted insurance coverage, a member will notify Human Resources in writing if they plan to be absent from Canada for more than one hundred and eighty (180) consecutive days.

31.8 Athletic Facilities

Members will be charged the Nipissing employee fee to use the Robert J. Surtees Student Athletic Centre at Nipissing University.

ARTICLE 32: THE NIPISSING UNIVERSITY PENSION PLAN

- 32.1** The parties agree that the Nipissing University Registered Pension Plan in effect as of May 1, 2006, will continue for the term of this Agreement. This defined contribution plan requires a member contribution of 9% of annual salary, less the 2001 C.P.P. rate of 4.3%, to a maximum of one-half of the Canada Revenue Agency limit for contributions to a defined contribution pension plan and an equal employer contribution into a defined contribution plan administered by an independent trustee selected by the Board of Governors after due consideration of advice from the Pension and Benefits

Advisory Committee. This plan is available to all eligible full-time academic staff on an optional basis on the first day of employment. On termination of a Member's employment for any reason other than death, disability or retirement, the Member may elect a cash refund or transfer as stipulated by the Plan and as allowed by the Ontario Pension and Benefits Act.

- 32.2** The parties to the Agreement undertake to cooperate with any external group or body having a *prima facie* legitimate interest in the Plan or University Pension Plans in general, such as the Federal or Provincial Governments and their agencies, and Associations representative of University administration and/or faculties, with a view to improving the pension benefits of Members, subject to the external body or agency paying the real and actual costs of producing the information requested.
- 32.3** In respect of the foregoing, the Employer undertakes to provide information concerning the funding, liabilities, terms and conditions of operations of the Plan to any group or body of the nature of those indicated, as soon as such information is available. Such information will be presented in such a way as not to violate the confidentiality of individuals.
- 32.4** The Employer will make reasonable efforts to assist Members to transfer pension funds to or from their respective Plans.

ARTICLE 33: RESEARCH ACHIEVEMENT AWARDS

- 33.1** There will be up to five (5) Research Achievement Awards per year, each valued at \$5,000. The awards are intended to recognize meritorious research achievement and to enhance the research productivity and external reputation of full-time faculty members at Nipissing University.
- 33.2** The \$5,000 will be taken as a research award which will be available to the recipient for a period of up to five years, as long as the member remains a full-time employee of Nipissing University.
- 33.3** Awards are available to tenured or probationary faculty members only. Eligible candidates must have served at least three years as a full-time faculty member at Nipissing University. No quota system of any kind will be applied in the determination of award recipients. The awards are based solely on merit. The committee reviewing the applications will be looking for a strong record of scholarship, in keeping with the intent of the award.
- 33.4** The Vice-President, Academic and Research, will be responsible, on an annual basis and in a timely fashion, for publicizing the application procedures and encouraging nominations or applications from members. Candidates can be either nominated by a colleague or apply directly for an award. Nominations or applications should be submitted to the Vice-President, Academic and Research, no later than October 15. The Vice-President, Academic and Research, will ascertain whether nominees wish to be considered as candidates and, if so, request them to include the information in (i to iii) below. All candidates for the award will, no later than October 31, submit the following to the Vice-President, Academic and Research:

- (i) A curriculum vitae listing the total volume of the candidate's scholarship, including publications, grants, and contracts.
- (ii) A brief description (up to 500 words) of the candidate's intended use of the funds and how the award will contribute to the candidate's research program;
- (iii) Any other information the candidate wishes to provide.

- 33.5** The Vice-President, Academic and Research, will, by November 15, convene a meeting of the Research Achievement Award Committee to consider candidates. This Committee will rank the candidates in order of merit. This Committee will select the award recipients (up to five [5]) by November 30. It will be the responsibility of the Vice-President, Academic and Research, to announce to the Nipissing community the names of award recipients by January 1.
- 33.6** The Vice-President, Academic and Research, will chair the Committee and will vote only in the event of a tie. The remaining members will consist of two (2) distinguished faculty researchers, one from each faculty, who are not candidates for the award, to be selected by the Vice-President, Academic and Research; one (1) representative selected by NUFA; and the Director of Research Services (non-voting).
- 33.7** Applicants will provide information upon request to the Committee.
- 33.8** Awards are payable on May 1 following the date of application/nomination but may be deferred by the recipient for reasonable cause by up to one (1) year.
- 33.9** Award recipients will be eligible to apply for further awards in the fall term of the fifth year following the year in which the previous award was received. However, in the case of a previous award, the focus will be on research conducted since the last award.
- 33.10** A portion of the award equal to the appropriate overload stipend may be used to purchase a one half course (3 credits/36 hours) teaching release. The Employer will approve the half course teaching release subject to the ability to find a suitable replacement and the approval of the appropriate Dean.

ARTICLE 34: LEAVES AND AUTHORIZED ABSENCES FOR MEMBERS

34.1 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. Leave 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 34.3.
- (b) A Member on leave of absence without pay will continue as a Member of the bargaining unit.

- (c) While a Member is on such leave without pay, the Employer will not contribute towards the University benefits, but will permit and facilitate continuance of the coverage if desired with the Member paying the applicable premiums.
- (d) Upon return from such leave, the Member will be reinstated at the Member's previous rank and at his/her former salary plus scale increases applicable to that salary rank or any benefit for which the Member qualifies resulting from collective bargaining.
- (e) When leaves are taken to assume a full-time visiting appointment at another university, and upon evidence being adduced of the dates and responsibilities of the appointment to the satisfaction of the Vice-President, Academic and Research, the period spent on the full-time visiting appointment will be counted as time in service to the University, except for purposes of eligibility to apply for sabbatical leave.
- (f) Three (3) months prior to the commencement of such leave the Employer will inform the Member in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the Collective Agreement which governs the type of leave granted and specifying a deadline for acceptance or rejection of the said terms and conditions.
- (g) The Member will not be deemed to have accepted the terms of such leave of absence until he/she has so notified the Employer in writing. Failure to accept within the deadline specified in Article 34.1(f) will be deemed to constitute non-acceptance.

34.2 Leave for Academic and Professional Development

- (a) In order to satisfy Nipissing University's future needs for particular skills and qualifications and to permit Members to fulfill their professional commitments, the Employer may grant study leaves or retraining leaves, with full, partial, or without pay.
- (b) In particular, the Employer may provide financial support to Members who undertake programs of retraining with the agreement of the University in order to provide for a higher level of instructional flexibility.
- (c) In the case of leave for retraining required by the Employer, the Member will continue to receive full benefits and will earn credit toward a sabbatical, tenure and promotion and full increments. A Member on leave for retraining will receive such additions to his/her nominal salary as will be implemented, as a result of collective bargaining, from time to time during the period of leave and will receive increments added to the nominal salary.
- (d) In the case of study leave, such leave will be governed by Article 34.1, and Article 27.8 (Reduced Workload with Pro-Rated Pay), except that financial compensation will be by arrangement between the Employer and Member.
- (e) Three (3) months prior to the commencement of such leave the Employer will inform the Member in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the

Collective Agreement which governs the type of leave granted and specifying a deadline for acceptance or rejection of the said terms and conditions.

34.3 Public Office Leave

A Member who is an official candidate for election to the parliament of Canada, to a provincial legislature or assembly, or to any office requiring a similar time commitment, as determined by the Employer, may request a leave of absence with no loss of remuneration and no effect on benefits for a period from the date of issuance of the writ of election until voting day, during which the Member is campaigning for office. A tenured Member may request a leave of absence without pay for any period up to six (6) years in which the Member holds one of the aforementioned offices. A leave of absence to campaign for or to hold one of the aforementioned offices will not be denied without valid administrative or academic reasons.

34.4 Court Leave

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

34.5 Sick Leave

Sick leave is provided for periods of illness of 182 days (26 weeks) or less and after which the Member will apply for benefits under the University's long term disability plan. Regardless of the source of basic support (Workplace Safety & Insurance Board or Short Term Disability Plan), the University will add to the member's compensation so that during the first 120 days of illness the total compensation will be 100% of the Member's nominal salary. During the next sixty-two (62) days, the University will ensure that the Member's compensation will be eighty-five percent (85%) of nominal salary. Employer and employee contributions to group benefits and pension remain unchanged during such periods of sick leave.

34.6 Bereavement Leave

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

34.7 Family Medical Leave/Compassionate Care Benefits

It is recognized that certain circumstances may arise in the Member's personal or family life which may require his/her absence from the University for a limited period of time. Notification of such absence will be made before departure, whenever possible, to the appropriate Dean who may authorize leave with pay and benefits. Normally such leave will not exceed five (5) consecutive working days. Leave without pay beyond five (5) days may be granted 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.

34.8 Emergency Leave

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

34.9 Pregnancy Leave/Parental Leave/Adoption Leave

(a) Pregnancy and Parental Leave

- (i)** Leave of absence for pregnancy and parental leave will be granted in accordance with the Ontario Employment Standards Act.
- (ii)** Upon request in writing by a 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 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, 2006, an employee entitled to pregnancy leave under this Article who provides the University with proof that she has applied for and is 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)** up to a maximum of 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 Article 34.11(b).

(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 for the parent who has not given birth who claims the status of primary caregiver for parental leave on the same compensation basis as Adoptive Leave (Article 34.9[d]). 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, and
- (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, 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 nominal salary for his/her rank which he/she was receiving on the last day prior to the commencement of the leave, and
- (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, and
- (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, and
- (vi) If additional leave is required, the Member may request unpaid leave or utilise their accumulated vacation entitlement if it does not contravene Article 34.11(b), and
- (vii) Salary (95%) and benefits will continue for twelve (12) weeks only.

(d) Adoption Leave

After thirteen (13) weeks of continuous employment, a Member is entitled to Adoption Leave. A leave from work, with salary and benefits, up to 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 University, 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 Article 34.11(b).
- (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 sabbatical entitlement, years of tenure, promotion and service for the Nipissing University Pension Plan.
- (ii)** In view of the fact that the leaves may reduce the Member's time for research and other duties and hence place him/her in an unfavourable position with respect to a pending tenure or promotion decision, it is

recommended that such decisions may be postponed for a maximum of one year at the Member's request for each pregnancy, parental and adoption leave taken during that period.

- (iii) In the evaluation of candidates for tenure and promotion, Members will not be disadvantaged by reason of career interruptions caused by child rearing responsibilities.
- (iv) In the event that a pregnancy, parental or adoption leave coincides with some or all of a sabbatical leave, the Member may request to the appropriate Dean a modification or deferral of the sabbatical leave or a portion thereof.

34.10 Statutory Holidays

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

34.11 Annual Vacation Leave

All Members of the Bargaining Unit will be entitled to a basic annual vacation leave of twenty-two (22) working days. Members at the rank of full professor will be entitled to a further eight (8) working days of annual vacation. A 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.

34.12 General Leave

A leave of absence, with or without pay, may be granted by the Employer to a Member for any reason or purpose not expressly provided for in this agreement.

34.13 Availability and Authorized Absence

- (a) Members not on leave are required to be present on campus when their presence is required for assigned teaching duties or scheduled consultation with or guidance of students, including a reasonable number of regularly scheduled office hours, as well as to assume a fair share of academic service activities,

and when the Dean gives them reasonable notice that, for good and valid reason, their presence on campus is required.

- (b) Members are not required to be present on campus to fulfill their workload obligations whenever another location is more appropriate for that purpose and absence from campus does not conflict with obligations under 34.13(a). However, each Member who is not on leave will ensure that the Dean is aware of how and where the Member can be contacted without undue delay in case, for good and valid reason, the Member's presence on campus is required, in which event the Member will return to campus, also without undue delay.
- (c) Notwithstanding the foregoing, a Member may request and the Dean may grant an authorized absence of up to sixty (60) calendar days during which a member is not subject to being recalled to the campus, provided that during the period of authorized absence the Member has no scheduled teaching or academic service activities. The Dean will decide within fifteen (15) working days of the request, and the Dean will not unreasonably deny a request for authorized absence. While an authorized absence can be renewed, a continuous period of authorized absence should not normally exceed ninety (90) calendar days.
- (d) A period of authorized absence is not a leave, and the Member is presumed to be at work by carrying out research, engaging in scholarly, creative, or professional activities, participating in conferences or the like, performing services for the academic community, or preparing for scheduled duties.

ARTICLE 35: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

35.1 Courses Taught Off the Primary Campus

- (a) Primary Campus refers to the location from which a Member's program is generally administered, to which the Member usually reports for work, and where the Member's faculty office is located.
- (b) Members will not be required to teach courses off the Primary Campus unless hired for teaching duties off the Primary Campus. However, at any time, Members may agree to accept teaching duties off the Primary Campus after receiving a request to do so from the appropriate Dean.
- (c) A Member teaching Nipissing University courses, whether credit or non-credit, off his/her Primary Campus will be reimbursed for reasonable and actual costs of travel to and from the place of teaching, including meals and accommodation where necessary. If a course off the Primary Campus is taught on an overload basis, the Member will receive the appropriate stipend.

35.2 Alternative Delivery Courses and Information Technology

- (a) Alternative delivery courses include courses which are taught by correspondence, teleconferencing, videoconferencing, internet-based delivery, and other new information technologies. A Member may be required to teach alternative delivery courses if this possibility has been noted in his/her letter of appointment. The possibility of teaching alternative delivery courses must not be

used as a blanket statement in letters of appointment. It must only be used where relevant and must be specifically agreed to by the Member. Any time after hiring, alternative delivery courses, if they have not been specifically mentioned in the letter of appointment, may be included in a Member's normal teaching load only with his/her consent.

- (b) If alternative delivery courses are taught on an overload basis, the Member will receive the appropriate stipend.

35.3 Resignation

Members have the right to resign at any time. However, Members resigning are strongly encouraged to do so on June 30 or December 31 of any year by giving notice on or before May 1 of that year.

35.4 Financial Assistance for Completion of a Doctoral Degree

- (a) The Employer will provide the following forgivable loan for the completion of a first doctoral degree at an accredited university. The doctoral degree must be related to the Member's area of teaching. The Employer has the right to approve the program and the university before the financial assistance commences. Such approval will not be unreasonably denied. The tuition invoice, along with a description of the program/course, will be submitted by the Member to the appropriate Dean. Once approved by the Vice-President, Academic and Research, Nipissing University will pay the university directly.
 - (i) For those members on a limited term contract of less than three (3) years – no support;
 - (ii) For those members on a limited term appointment of three (3) or more years – 50% of tuition fees paid by the University up to a maximum of \$3,000 per member;
 - (iii) For tenured members and members who hold a probationary appointment – 50% of tuition fees paid by the University, up to a maximum of \$3,000 per year, based on progress, for a total maximum of \$6,000 per member;
 - (iv) The University will support as many doctoral candidates as possible, up to a maximum of \$30,000 per year under the provisions of (ii) and (iii) above. In the event that more than ten doctoral candidates are approved, the University will divide the \$30,000 equally among those approved. Requests for support must be made to the Deans by March 1 each year, for support in the upcoming fiscal year, beginning May 1.
 - (v) Any financial support received for the 2006/2007 year will be included in the total maximum allowable support stipulated in 35.4(a)(ii) and 35.4(a)(iii).
 - (vi) Loans are forgivable at the rate of \$3,000 for each year worked at the University after completion of the doctorate. Members resigning from the

University prior to completion of their doctorate must repay the loans in full on resignation.

- (vii) Members who have not been reappointed by decision of the Employer will not be required to repay the outstanding loans.
- (b) The Doctoral candidate's return air fare at the best rate obtainable in economy class will be paid by the Employer when he/she is required to present the doctoral dissertation to the degree-granting institution. The form of assistance will be restricted to one such application.
- (c) Financial assistance up to the sum of \$300 may be granted for the production of the final draft of the doctoral dissertation.

35.5 Members on the Board Of Governors

All Members have the right to be elected by Senate to sit on the Board of Governors as a faculty representative.

35.6 Employment Beyond Age 65

Members who have their 65th birthday on or after June 30, 2006, will be entitled to continue to work at Nipissing University with all the rights, privileges, and salary (excluding pension and group benefits which will not be discrimination under Article 12) given to Members under this agreement and in accordance with past practice.

35.7 Retirement

- (a) The normal date of retirement (NDR) will be June 30th coincident with or following a Member's 65th birthday.
- (b) Notwithstanding the above, there will be no mandatory retirement date for faculty members whose 65th birthday occurs on or after June 30, 2006.
- (c) Members who choose to work beyond the NDR are required to continue the full scope of their normal duties and responsibilities.
- (d) Members deciding to retire will give notice, to the appropriate Dean, of their intention to retire not later than six (6) months in advance of their proposed retirement date, which will be June 30 or December 31, so as to facilitate planning within the Faculty.

35.8 Market Fund

A market fund will be created in order to attract new hires where the demand for an individual's expertise or accomplishment in certain disciplines makes such an exceptional adjustment necessary. The President on the recommendation of the Vice-President, Academic and Research, and/or the appropriate Dean may utilize this fund when necessary in the recruitment and selection of new Members. Each fall the University will provide a list to the Association of new hires who receive a salary supplement from the market fund.

ARTICLE 36: PATENTS AND COPYRIGHT

[Please see Appendix I – Letter of Understanding re. Intellectual Property Rights, Patents and Copyright.]

- 36.1**
- (a)** The Employer will hold the patent rights for any invention, improvement, design or development produced in the course of the Member's employment or with the use of University facilities, support or technical personnel or services.
 - (b)** The Member will give notice to the Employer of any patent application in which the Member has an interest.
 - (c)** Within ninety (90) days of complete disclosure and warranting by the Member, the Employer will advise the Member of its intent to apply for a patent. Such application is at the Employer's expense, and the Member will cooperate fully in making the application.
 - (d)** Members will receive half of any net proceeds of exploitation derived from the commercialization of patents which they have assigned to the University.
 - (e)** If the Employer does not elect to apply for a patent, it will notify the Member within the same time period as in Article 36.4, and all rights will revert to the Member, except that the Member will be deemed to have granted the Employer a royalty-free, irrevocable and non-transferable license to use the invention, improvement, design or development for University purposes.
 - (f)** The Employer will use at least sixty (60%) of its share of any net proceeds of exploitation derived from inventions to support research and scholarly activities.
- 36.2** The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by a Member without the use of the University's funds, facilities or support or technical personnel, or not in the course of the Member's employment. Such inventions and patents arising therefrom will be the sole property of the Member who is the inventor.
- 36.3** Where a Member is a party to a University-administered research contract and an invention is made by the Member in the course of research supported by that contract which has explicit provisions for patents and revenue sharing from such patents, the provisions of that contract take precedence over this Agreement.
- 36.4** The Employer will not enter into any agreement with a third party which alters the patent rights of Members stated in this Article without their written consent.
- 36.5** The copyright on all literary work, dramatic works, musical works, artistic works, computer programs or other forms of intellectual property produced or created by Members is vested in the Members who created the works. The benefits that may accrue to Members may be limited only by the terms of external contracts and licensing agreements.
- 36.6** The Employer will make no claim to the proceeds of publication for which it has provided no more than normal academic facilities, including research grants.
- 36.7** Whenever a publication subsidy is made, the Employer will stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication

thus supported; and if it does not, it will be deemed to have waived any claim to royalties or other income.

36.8 Not less than sixty (60%) of any funds which accrue to the Employer for royalties from copyrights in which it participates will be used to support research and publication.

36.9 Sponsored/Contracted Research with Copyright Ownership Provisions

- (a) Article 36.5 does not apply to any copyright resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any copyrights be assigned to it.
- (b) Where the employer specifically commissions the preparation of a particular work relating to the operations or functions of the University, the employer may enter into a contract with a member the terms of which give the employer sole or part ownership in the copyright of any such work. The employer will provide the Association with a copy of any such contract one (1) week prior to its execution.

36.10 General Provisions

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

ARTICLE 37: GRANTS AND CONTRACTS FOR RESEARCH AND CREATIVE ACTIVITY

37.1 (a) Any Member may apply for a grant, or propose a contract, which will provide the Member with funds for research, development, critical, artistic or literary activities. Such grants and contracts may, but need not, be administered by the Employer.

(b) Ordinary consulting contracts are not regulated by this Article.

37.2 Where a contract calls for the performance of work on Employer premises, the contract will be between Nipissing University and the funding agent.

37.3 For purposes of this Article, the grantee is:

- (a) in the case of a grant, the Member to whom the grant is awarded; and
- (b) in the case of a contract, the Member responsible for the supervision and management of the work which is to be done pursuant to the contract.

37.4 Grants and Contracts Not Administered by the Employer

- (a) In the case of a grant not administered by the Employer, the provisions of Article 18.6 will apply.
- (b) Where the Employer is able to attract or distribute outside matching funds or related formula financing, a Member who is the grantee of a grant or contract not administered by the Employer which is of the type described in 37.1(a) will promptly report to the Employer the source, amount, budget summary and purpose of any grant or contract not administered by the Employer.
- (c) Notwithstanding Article 37.4(b), where the grantee is not the principal investigator, and where the grantee is not privy to the entire budget, the grantee will only report those budget elements under the grantee's control.

37.5 Grants and Contracts Administered by the Employer

- (a) Overhead payments to the Employer, from grant or contract funds, will not be in excess of amounts determined by the terms of the grant or contract. Allocation of such funds will be at the discretion of the Employer.
- (b) The grantee is responsible for the general and financial management of the grant or contract, and will manage the grant or contract in compliance with relevant regulations of the funding agent and applicable regulations of the Employer. Periodic accounting reports will be reviewed by the grantee, who will promptly bring any irregularity to the attention of the University Controller.
- (c) The Employer will deliver to the grantee responsible for any contract, as well as to any person explicitly designated by name in the contract and whose services are called for by the contract, a full and complete copy of the contract and all relevant statements of account.

ARTICLE 38: GRIEVANCES AND ARBITRATION

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

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

38.2 (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.

38.3 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.

38.4 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.

38.5 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.

38.6 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 in dealing with other grievances of a similar nature.

38.7 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 38.7(b)(i) or the Association's agreement to the Employer's request for mediation. Mediation will normally commence within fifteen (15) working days of the appointment of a qualified mediator.
- (iii) Proceedings before the mediator will be informal. While the mediator will consider the positions of both parties, the formal rules of evidence will not apply, no record of the proceedings will be made, and legal counsel will not be in attendance for either party. The Mediation Conference will terminate within one (1) day unless the parties agree otherwise.
- (iv) In advance of the Mediation Conference, the mediator will be provided with the written grievance and any written response(s) and counter-response(s).
- (v) The mediator will have the authority to meet separately with any person or persons.
- (vi) The parties to the grievance and the mediator will sign any resulting memorandum of settlement. No settlement of any grievance following mediation will serve as a precedent for any future grievance. The terms of any settlement agreed to will not be referred to by the parties in any subsequent grievance or in any other setting unless mutually agreed to by the parties. This notwithstanding, the Employer recognizes the Association's obligation to report to its Executive and its Grievance Committee, and the Association recognizes the Employer's obligation to report to the Human Resources Committee of the Board of Governors and the Board of Governors.
- (vii) The mediator will not have the authority to compel the resolution of a grievance.
- (viii) If no settlement is reached within five (5) days of the Mediation Conference, either party may submit the matter to Step 3.

- (ix) Nothing said or done by the mediator may be referred to at arbitration. Any documentation relied upon or any statement made by one party for the first time at the Mediation Conference must not be used by the other party at arbitration.
- (x) The mediation process is without prejudice to and without precedent for either party.

(c) Step 3: Arbitration

- (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.

38.8 Appointment of an Arbitrator

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

38.9 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.

38.10 Association Grievances

Association Grievances will follow the procedures beginning with Article 38.7(a)(ii).

38.11 University Grievances

- (a) Step 1 of a University Grievance will be in writing and will set forth the information listed in Article 38.7(a)(ii), except 38.7(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 38.7(b)(ii).

38.12 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.

38.13 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.

38.14 Expenses

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

38.15 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 39: DISCIPLINE

39.1 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.

39.2 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.

39.3 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 position, rank, salary or benefits. A copy of the notice of the disciplinary measure may be sent to the President of the Association 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. On reinstatement following a suspension with or without pay, the Member will be returned to the position and rank held prior to the disciplinary measure. Suspension with pay does not impact on a Member's salary or benefits.
- (d)**
 - (i)** Dismissal for cause means the termination of a Member's appointment by the Employer without the Member's consent, as follows: for Tenured Members, before retirement; for all other Members, 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.
 - (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.

39.4 Investigations

- (a) Any alleged behavior giving the Vice-President, Academic and Research, or the Member's Dean concern that a situation exists which may lead to disciplinary measures against a Member will be properly investigated by the Vice-President, Academic and Research, or by the Member's 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 Vice-President, Academic and Research, or the Member's 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, other 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 Vice-President, Academic and Research, or the Member's Dean, to provide explanations and to make submissions before any disciplinary measure is imposed.

39.5 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 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.

39.6 Emergency Powers to Discipline

- (a) The President of the University may exercise emergency powers to relieve a Member of some or all of the Member's duties and remove some or all of the Member's 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.

39.7 Grieving Disciplinary Measures

- (a) All disciplinary measures are grievable. In all cases, the burden of proof is upon the Employer.
- (b) Article 38.14 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.
- (d) If a formal grievance is not presented for dismissal with cause by the Association within ten (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.

- (e) If a Member 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.

39.8 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 the performance of workload duties, 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 Member's Dean, the Vice-President, Academic and Research, the President, or the Board may issue to the Member a warning or reprimand.
 - (ii) Only the President or the Board may suspend a Member, with or without pay.
 - (iii) Only the Board may dismiss a Member.

39.9 In the case of a warning, reprimand, or suspension with or without pay, all communications related to the disciplinary measure will be placed in the Member's official file. Any communications relating to disciplinary measures will be removed from a Member's official file after a period of 48 months from the date of the infraction provided that no subsequent infractions have occurred within that period. However, all records of any investigation undertaken in accordance with Article 39.4 will be destroyed within one week of the parties agreeing that the complaint has not been substantiated.

39.10 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.

39.11 Lay-off, as provided for in Article 45 (Program Redundancy), is not dismissal for the purposes of this Article.

ARTICLE 40: STRUCTURE OF DEPARTMENTS, DIVISIONS AND MEd COMMITTEE

- 40.1** Departments in the Faculty of Arts and Science are academic units within which there exists reasonable academic commonality. It is the responsibility of administration, and particularly the Dean, in consultation with the members of the department to propose to Senate appropriate adjustments in the number and composition of departments to ensure that department members share disciplinary and academic interests. Currently, there are 10 departments: Sociology, Social Welfare and Criminal Justice Studies; Psychology; Biology; Computer Science and Mathematics; Geography and Geology; School of Business and Economics; English Studies; History; Humanities and Cultural Studies; and the School of Nursing.
- 40.2** Divisions in the Faculty of Education are units which mirror the Ontario education system's divisions. It is the responsibility of administration, and particularly the Dean, in consultation with the members of the division, to propose to Senate appropriate adjustments in the number and composition of divisions. Currently there are 3 divisions: Primary-Junior, Junior-Intermediate, and Intermediate-Senior.
- 40.3** The Faculty of Education includes a Master's of Education (MEd) Committee. It is the responsibility of the administration, and particularly the Dean of Education, in consultation with the Members of the MEd Committee, to propose to Senate appropriate adjustments to the committee.

ARTICLE 41: ELECTION AND REMOVAL OF CHAIRS

- 41.1** Every Department within the Faculty of Arts and Science, Division within the Faculty of Education, and the Masters of Education Committee will have a Chair.
- 41.2** Chairs will be elected by members of their Departments/Divisions/MEd Committee according to the following process:
- (a)** In the Faculty of Arts and Science, the Dean will call a meeting, as appropriate, before April 1st of the last year of the term of the Chair to elect a Chair for each department. The Dean, however, will not attend this meeting. A volunteer from the department who is not seeking election will chair the meeting and ensure that all rules and procedures are followed. Chairs will normally be tenured faculty members and will be elected by secret ballot by eligible faculty members [as per 41.2(g)] in the Department. In the event that a tenured faculty member is not elected by a majority of the votes cast, a tenure-track faculty member may be elected. The term will be for a period of two years and will commence July 1.
- (b)** In the Faculty of Education in the BEd program, the Dean of Education will call a meeting, as appropriate, before April 1st of the last year of the term of the Chair, to elect a Chair for each Division. The Dean, however, will not attend this meeting. A volunteer from the division who is not seeking election will chair the meeting and ensure that all rules and procedures are followed. The Chairs will normally be tenured faculty members and will be elected by secret ballot by eligible faculty members [as per 41.2(g)] included in the appropriate division. In the event that a tenured faculty member is not elected by a majority of the votes cast, a tenure-track faculty member may be elected. The term will be for a period of two years and will commence July 1.

- (c) In the Faculty of Education in the MEd program, the Dean of Education will call a meeting, as appropriate, before April 1st of the last year of the term of the Chair to elect a Chair of the MEd Committee. The Dean, however, will not attend this meeting. A volunteer from the MEd Committee who is not seeking election will chair the meeting and ensure that all rules and procedures are followed. The Chair will normally be a tenured faculty member and will be elected by secret ballot by eligible faculty members [as per 41.2(g)] of the committee. In the event that no tenured faculty member is elected by a majority of the votes cast, a tenure-track faculty member may be elected. The term will be for a period of two years and will commence July 1.
- (d) Those eligible to vote in department/division elections are all current full-time faculty members and a maximum of two CASBU representatives, if that department/division employs CASBU members. The CASBU representatives will be elected by members of CASBU. In each election, no more than one CASBU Member can be elected from the following groups: part-time instructors; lab instructors; seminar instructors; and service course instructors.
- (e) If there is only one candidate nominated for the position, no election need take place and the Member is acclaimed.
- (f) In the case of an election with more than two candidates wherein no majority is achieved on the first ballot, the Member with the lowest number of votes drops off the ballot and subsequent ballots will be held until one candidate achieves a majority of votes cast.
- (g) Voting will begin at the meeting called by the Dean and continue over a period of five working days. A member of the FASS office will collect and count the ballots during the election with the volunteer chair confirming the count. Members may vote in person or by email to the FASS office. The current chair will send an email to all eligible Members of the Department/Division announcing the name of the winning candidate. The vote count will remain confidential.
- (h) In the event that no tenured or tenure track candidate is willing to stand for election, the Dean will appoint an interim Chair for a term of one year.
- (i) Current Chairs not meeting the criteria in this article at the signing will be allowed to finish their terms.

41.3 Removal of Chairs

The process for the removal of a Chair during his/her term is as follows:

- (i) At least two eligible voting members of a department/division must express their concerns in writing to the appropriate Dean and request a review of the Chair.
- (ii) The Dean will then convene a meeting of the relevant department/division (after giving due notice about the nature of the meeting) to discuss the concerns with eligible voting members. The Chair will be invited to express his/her views to the members of the department/division freely and without restriction.

- (iii) Once all views have been heard, the Dean will conduct a vote by secret ballot (among eligible members) regarding the continuity of the Chair. Voting including e-mail will be permitted for five working days following the meeting. The Chair will continue in his/her capacity if he/she receives a simple majority of the votes.
- (iv) If the Chair is removed by this process, the department/division will elect an interim Chair at its earliest convenience to complete the interrupted term.

ARTICLE 42: DUTIES OF CHAIRS

42.1 Chairs are responsible for the orderly, effective and efficient operation of their Department/Division/MEd Committee. When representing the Department/Division/MEd Committee in an official capacity, the Chairs will present the Department's/Division's/MEd Committee's position.

42.2 Duties of a Chair in the Faculty of Arts and Science

The duties of a Chair in the Faculty of Arts and Science will include:

- (i) working in cooperation with the Dean in the administration of departmental business and assisting the Dean in the management of Arts and Science;
- (ii) managing the affairs of the department after appropriate consultation with its members and convening regular meetings of the department (at least three (3) per semester). Departmental management will include the calling of meetings; circulation of agendas prior to meetings; arranging for minutes of meetings to be taken, circulated in a timely fashion and approved; allowing for the presentation of formal motions, discussions and votes as required; preparation of departmental budgets, staffing plans and course master after consultation with departmental members; and ensuring collegiality and collegial decision making within the department.
- (iii) taking an active role in the career development of members of the department. The Chair will encourage the tenure and promotion aspirations of members.
- (iv) representing the department's interests in administrative matters. In cases where the members of a department are divided on a particular matter, the Chair will, after appropriate discussion, represent the majority view within the department.
- (v) alerting the department to discussions and actions relevant to the department;
- (vi) maintaining effective communication with students in the department's courses and programs and involving them, where appropriate, in Departmental activities and discussions, and for responding to student complaints and concerns;
- (vii) ensuring that departmental proposals are discussed, voted on, and moved forward to the appropriate University bodies, and ensuring that Senate regulations are observed;

- (viii) providing leadership and initiative in the development of departmental curricula and programs consistent with the mission of the University;
- (ix) scheduling of courses, as described in Article 43;
- (x) coordinating the use of space and equipment assigned to the department, where applicable;
- (xi) coordinating web page and public relations material content for the department; and
- (xii) assuming such other reasonable duties as are assigned by the Dean.

42.3 Duties of a Chair in the Faculty of Education

The duties of a Chair in the Faculty of Education will include:

(a) Administrative Responsibilities:

- (i) calling and organizing division discussions and meetings, which will include the circulation of agendas prior to meetings, arranging for minutes of meetings to be taken, circulated in a timely manner and approved, and allowing for the presentation of formal motions, discussions and votes as required;
- (ii) assisting faculty in organizing division-wide curriculum-based activities;
- (iii) coordinating a team approach within the division, which will include ensuring collegiality and collegial decision making;
- (iv) taking an active role in the career development of members of the department. The Chair will encourage the tenure and promotion aspirations of members;
- (v) informing the Dean of faculty needs and representing the division's interests in administrative matters. In cases where the members of a division are divided on a particular matter, the Chair will, after appropriate discussion, represent the majority view within the division;
- (vi) assisting the Dean in obtaining part-time faculty for elective courses;
- (vii) serving on such committees as determined by University governance;
- (viii) scheduling:
 - (a) will work with the Dean to assist in the determination of Members' teaching schedules, as a result of consultation with members of the Division;
 - (b) the Chair will review the draft timetable with the division;

- (c) for the duration of this agreement, the Dean will have final authority in time-tabling all courses;
 - (ix) coordinating web page and public relations material content for the division; and
 - (x) assuming such reasonable duties as are assigned by the Dean.
- (b) Student-Based Responsibilities:**
 - (i) coordinating division assignments to avoid, where possible, overlap and overload;
 - (ii) engaging in student advising re: electives, additional qualifications, and personal and professional issues;
 - (iii) informing the Dean of students' program needs;
 - (iv) informing faculty of students' program needs;
 - (v) tracking students' program needs to ensure they are being addressed.
- (c) Program-Based Responsibilities:**
 - (i) ensuring continuity of individual courses in meeting program needs;
 - (ii) engaging in faculty advising re: program needs;
 - (iii) informing the Dean of program needs;
 - (iv) tracking program needs to ensure they are being addressed.

42.4 Duties of the Chair of the MEd Committee

- (i) advising the Dean on the overall operation and direction of the MEd program;
- (ii) organizing and chairing the MEd Committee meetings as required which will include circulation of agendas prior to meetings, arranging for minutes of meetings to be taken, circulated to all Committee members, including the Dean, in a timely fashion and approved, and allowing for the presentation of formal motions, discussions and votes as required;
- (iii) working closely with the Dean in the identification and selection of new faculty and the assignment of faculty to instructional responsibilities;
- (iv) arranging for support and guidance, as requested by faculty new to the program, in areas such as course development, meeting student expectations, and understanding program goals;
- (v) taking an active role in the career development of faculty members in the MEd program. The Chair will encourage the tenure and promotion aspirations of members;

- (vi) liaising with other Directors and Chairs of Graduate Studies programs;
- (vii) liaising with school board and other officials to facilitate the effective operation of the MEd program;
- (viii) reviewing applications submitted by prospective students;
- (ix) chairing thesis defenses;
- (x) reading comprehensive examination papers that do not receive unanimous agreement by MEd Committee evaluators;
- (xi) advising the Dean in External Program Reviews;
- (xii) initiating and facilitating Internal Program Reviews;
- (xiii) serving on the Education Policy Committee, the Academic Planning Committee and the University Curriculum Committee; and
- (xiv) assuming such other reasonable duties as are assigned by the Dean.

ARTICLE 43: SCHEDULING OF COURSES IN THE FACULTY OF ARTS AND SCIENCE

- 43.1** By December 15 of each year, departmental chairs in the Faculty of Arts and Science, after consultation with Members of the department, will submit to the Dean of Arts and Science a list of courses to be offered by the department in the fall and winter terms of the following academic year. The Dean will review and approve the final list of courses to ensure that all program and student requirements are accommodated.
- 43.2** By January 20 of each year, the Dean will send an email to all Members in the Faculty. Members will be asked to submit in writing to the Dean by February 10, with a copy to their Chair, a list of times during which Members are not available to teach, with their rationale.
- 43.3** By February 10 of each year, departmental chairs, after consultation with Members of the department, will submit to the Registrar's Office scheduling requirements on loading sheets, including the delivery pattern and any special room requirements needed for each course section, in accordance with agreed upon global parameters.
- 43.4** A draft schedule will be prepared using the scheduling requirements in Article 43.3. Every effort will be made to accommodate the requests of Members as indicated on the loading sheets (Article 43.3) and in emails to the Dean (Article 43.2).
- 43.5** By April 7 of each year, the Registrar's Office will electronically (or on paper) provide to Members a draft of their teaching schedule. Up to April 21, Members who made a request in Article 43.2 and whose request was not accommodated may submit a written appeal to the Dean for a change to his/her schedule. The Dean will respond to such appeals expeditiously, keeping in mind the impact any changes may have on students and program requirements. The decision of the Dean will be final.

- 43.6** Any change in a Member's schedule after June 1 will take place in consultation with the Member and only as a result of changes in circumstances which could not reasonably have been foreseen at the time the schedule was finalized.
- 43.7** The global scheduling parameters and guidelines will be reviewed annually by the Dean in consultation with the Arts and Science Executive Council.

ARTICLE 44: FINANCIAL EXIGENCY

- 44.1 (a)** Financial exigency is defined as a situation in which the Employer has or projects substantial and continuing financial losses which threaten the continued functioning of the Employer and which are projected by generally accepted accounting methods to persist for more than one year. The Board may only declare that a state of financial exigency exists after giving due consideration to a report by a Financial Commission established in accord with Articles 44.4 and 44.5.
- (b)** In the event of a declaration of financial exigency by the Employer, Members may be laid off according to the procedures contained in this Article.
- (c)** The projection of financial losses may be accompanied by a failure to meet enrolment expectations, concerns about program quality or other elements of program redundancy, but if the impetus towards action comes principally from financial concerns, the matter will be dealt with as provided for in this Article.
- (d)** Concerns about program quality or enrolment may exist within a context of fiscal constraint, but if the impetus towards action comes principally from concerns about academic quality or demand, the matter will be dealt with as provided for in Article 45 (Program Redundancy).
- 44.2** In the event that the Board considers that a financial exigency may exist within the meaning of Article 44.1, it will give notice to the Association within five (5) days that it intends to act in accordance with the procedures set out below. As of the date of such notice, Members may have contracts renewed, but no new appointments may be made, that is, no person will be appointed to a position in the Bargaining Unit covered by this Agreement. As of the date of such notice, the Employer undertakes to make no additional appointments to the administrative complement.
- 44.3** Within twenty (20) working days of giving notice that it considers a financial exigency may exist, the Board will forward to the Association a comprehensive package of financial documentation relevant to the proposed state of financial exigency. The documentation will be sufficiently detailed that by usual accounting principles a state of financial exigency can be evaluated.
- 44.4** Within twenty (20) working days of the notice specified in Article 44.2 above, the Board will establish a Financial Commission which will review the material on the state of financial exigency.
- 44.5** The Financial Commission will consist of seven (7) members, three (3) of whom will be appointed by the Board, and three (3) of whom will be appointed by the Association. An independent chair will be selected by the other six (6) members of the Commission, and in the event the other members of the Commission cannot agree on a chair, the chair will

be named by the Senior General Division Court Judge for the Judicial District of Nipissing. No member of the Financial Commission will be a provincial government official.

- 44.6** The Employer will cooperate with the Financial Commission in its deliberations and will accommodate any reasonable request for documentation by the commission.
- 44.7** The Financial Commission will establish its own procedures.
- 44.8** (a) The terms of reference of the Financial Commission will be to review the material on the financial situation of the University and to advise the Board whether or not it believes that a state of financial exigency exists as defined in Article 44.1.
- (b) The Financial Commission will invite and consider submissions on the financial condition of the University and in any event will meet with Senate and the Association for recommendations.
- (c) Notwithstanding (a) above, the Commission will advise that a state of financial exigency exists only after it has determined whether,
- (i) the reduction of the number of Members and/or the reduction in the salaries and benefits of Members is a reasonable way to effect a cost saving given the primacy of academic goals within the University;
 - (ii) other means of achieving savings have been explored and utilized;
 - (iii) every reasonable effort has been made to secure further assistance from the provincial government and to improve the University's revenue position by any other means;
 - (iv) enrolment projections are consistent with the intended reduction in the complement of Members;
 - (v) all other means of reducing the complement of Members including voluntary early retirement, voluntary resignation, voluntary leave, voluntary transfer to Reduced Load status, and redeployment have been considered; and,
 - (vi) any other matters that it considers relevant to the proposed financial exigency.
- 44.9** The Financial Commission will make its report to the Board within three (3) months of its appointment. A failure to report within that time limit will have the effect of relieving the Board of the constraint in Article 44.1(a).
- 44.10** After the Financial Commission reports, a thirty (30) day period will elapse before any procedures for lay-offs are invoked. During that period, the parties will meet and consider the recommendations of the Commission with respect to the implications of the financial exigency. It will be open to the parties, notwithstanding any provisions to the contrary of this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits, or to reach other mutually acceptable emergency methods of reducing expenditures that could avert lay-offs or decrease the number of lay-offs.

- 44.11 (a)** If the Financial Commission reports within the time limit set out in Article 44.9, the Board will give the report due consideration before making a declaration of financial exigency. If the decision of the Board does not accord with advice contained in the report from the Financial Commission, the Board will clearly state the basis upon which it disagrees with the advice of the Financial Commission. In the event that the Financial Commission has not reported within the time limits provided for in Article 44.9, the Board may declare that a financial exigency exists, but in this case must set out clearly and comprehensively the basis for its decision. If the Board has declared that a financial exigency exists, it may institute lay-offs of Members of the bargaining unit by declaring the total compensation saving required within the bargaining unit.
- (b)** Notwithstanding (a) above, the Board will only institute lay-offs of members of the bargaining units following a process of consultation with Senate. In recognition by the parties of the right of Senate to determine the academic priorities of the University, Senate will have the sole right to determine the number of teaching positions to be discontinued within each faculty and each division provided that the total compensation savings required in Article 44.11(a) are achieved.
- (c)** The principal criterion to be used in making decisions on teaching staff terminations is the need to maintain the viability, continuity, balance and quality of the University's teaching and scholarly activities, including research.
- 44.12** In the event that the Board decides that a financial exigency does not exist pursuant to Article 44.1 (a), the Board will be precluded from invoking any of the provisions of this Article for a period of twelve (12) months from the date of its notice under Article 44.2.
- 44.13** After the selection of the Members who are to be laid off but prior to the implementation of such lay-offs, the Employer will make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those individuals who meet all the basic qualifications and who are to be laid off. Individuals who accept such alternative employment will be given the opportunity to retrain for their new duties, and the Employer will pay any necessary and related tuition fees.
- 44.14 (a)** For each Member serving or having contracted to serve on a limited-term who is selected for lay-off, the Employer will provide the lesser of six (6) months written notice of the proposed date of lay-off or six (6) months salary in lieu of notice, or notice that the Employer will honour all contractual obligations to the Member and that no further appointment will be offered.
- (b)** For each Member who is serving or has contracted to serve in a tenure-track appointment who is selected for lay-off, the Employer will provide:
- (i)** not less than twelve (12) months' written notice of lay-off, with such a notice period to end on a June 30, or salary for the same period in lieu thereof, or an equivalent combination of salary and notice; and,
 - (ii)** one (1) months' salary for each year of service with the Employer to a maximum of twelve (12) months' salary, but, in any event, not less than three (3) months' salary.

- (c) For each Member who is serving or has contracted to serve in a Tenured Appointment who is selected for lay-off, the Employer will provide:
- (i) the same notice or pay in lieu thereof as provided for in Article 44.14(b), and,
 - (ii) one months' salary for each year of service with the Employer, to a maximum of eighteen (18) months' salary, but in any event, not less than six (6) months' salary.

Pursuant to the above, all payments will be based on the individual's nominal salary at the date of lay-off.

- 44.15** Members who are laid off, or who voluntarily accept reduced time appointments, or who are transferred to a position outside of the bargaining unit will have, for a period of three (3) years from the date of lay-off, a right of first refusal for any post in their former academic unit or sub-unit, unless the Employer can substantiate that the post is so specialized that it cannot be filled by the candidate or by a re-arrangement of the duties of other Members of the same academic unit. The Employer will be entitled to send any such notice to the Member's last known address by registered mail. It will be the Member's obligation to inform the Employer of his/her then current address. In addition, each Member who is laid off will have a right of first refusal for any other vacant post in the University for which he/she is qualified.
- 44.16** Individuals who are recalled pursuant to Article 44.15 will have up to two (2) months following receipt of notice to accept such recall offer, and a reasonable period, not to exceed twelve (12) months, to terminate alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation.
- 44.17** Each Member who is recalled to an area or post which is not within his/her original discipline retains a full right of first refusal for any opening in his/her original discipline. Recalled employees will be given three (3) months to decide whether they wish to accept recall and will be entitled to a reasonable period of time to fulfill other employment commitments before resuming their duties.
- 44.18** Members who are laid off will have reasonable access to library services, until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. Laid off Members, their spouses and their dependents will receive full tuition exemption for any courses taken at the University during the same period.
- 44.19** While a Member is on lay-off under the provisions of this Article, the Employer will not contribute towards pensions and benefits but will permit and facilitate continuance of any coverage if available and if desired by the Member who will pay the applicable premiums.
- 44.20** The cost of the Financial Commission established under this Article will be borne by the Employer.
- 44.21** Should a Member who is laid off because of the declaration of financial exigency wish to grieve his/her selection for lay-off, he/she will do so under the grievance and arbitration

provisions of Article 38 with the exception that the grievance will commence with the Vice-President, Academic and Research, as per Article 38.7(a)(ii).

- 44.22** In the event that reassignment of a Member takes place, the Member's rank, type of appointment, seniority and compensation will remain unchanged. If a Member is offered reassignment and declines, the Member will be deemed to have resigned effective on the June 30 following the proposed date of reassignment.
- 44.23** If no reassignment is offered, the Member will be laid off, in which case Articles 44.14 to 44.19 will apply, and Article 44.21 will apply mutatis mutandis.

ARTICLE 45: PROGRAM REDUNDANCY

- 45.1** The Board may declare a program redundancy, as defined in Article 45.3 only on the recommendation of a duly established Senate Redundancy Committee, to which Senate has delegated its power and authority to make such a recommendation in accordance with Article 22(2)(j) of the Nipissing University Act, and only for bona fide reasons under Article 45.5.
- 45.2** No Member will be transferred, redeployed, laid off, terminated or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for reasons of program redundancy except in accordance with this Article.
- 45.3** Program redundancy refers to the cancellation of an academic program when such cancellation results in the transfer (except as provided under Article 24 [Member Transfers]), redeployment, lay-off, termination, or other detrimental change in the terms and conditions of employment of a Member. An academic program is defined as a sequence of courses or other units of study approved by Senate which fulfill the requirements for a diploma, certificate, or degree.
- 45.4** If the University proposes to declare a program redundancy, the Vice-President, Academic and Research, after consultation with the appropriate Dean(s), will so notify Senate and the Association in writing between September 1 and December 1 of any given year, including the proposed reasons for the redundancy, and the proposed reasons for believing that the transfer, redeployment or lay-off of Members of the academic unit(s) affected may be required.
- 45.5** Program redundancy may be declared only for bona fide reasons as determined by a Senate Redundancy Committee in accordance with the procedure outlined in this Article.
- 45.6** As of the date of the notice given in Article 45.4, in the academic program(s) in which the redundancy is proposed:
- (i) limited term appointments will be allowed to expire, and
 - (ii) the University will impose a moratorium on the hiring of new Members.

These conditions will continue until the proposed redundancy is withdrawn under Article 45.15. If a program redundancy is declared under Article 45.16, no new hirings will be made in the program as the program will have ceased.

- 45.7** Upon receipt of the notification in writing under Article 45.4, Senate will establish a Senate Redundancy Committee as provided for under Article 45.8.
- 45.8** The Senate Redundancy Committee will consist of the following: (a) three (3) Senators appointed by the University, at least one of whom will be a tenured faculty Member; and (b) three (3) Senators, all tenured faculty Members, elected by Senate, including at least one from each Faculty. The Committee will be chaired jointly by one Senator appointed by the University and one Senator elected by Senate. The Vice-President, Academic and Research, and tenured faculty Members teaching in the academic program(s) in which the redundancy is proposed may not be appointed or elected to the Senate Redundancy Committee.
- 45.9** The Senate Redundancy Committee will hold its first meeting within ten (10) days of its appointment/election. The mandate of the Committee will be to determine whether bona fide reasons exist for a declaration of program redundancy, and, if bona fide reasons do exist, to recommend such a declaration to the Board. While the Committee will establish its own procedures for this purpose, it will be responsible for addressing the following questions:
- (a)** Does the program currently meet acceptable minimum standards for academic quality?
 - (b)** Is there evidence, provincially, nationally, or regionally, of societal need for programs similar to the program under consideration?
 - (c)** Have relevant course enrolments in either the current year or previous year been viable?
- 45.10** Members and Academic Administrators will cooperate with the Senate Redundancy Committee in its investigation and deliberations if called upon to do so, and they will provide all documentation necessary to establish to the satisfaction of the Committee whether bona fide reasons exist for a declaration of program redundancy.
- 45.11** The Senate Redundancy Committee will provide all interested persons or groups with a reasonable opportunity to make submissions prior to formulating its final report to Senate.
- 45.12** If the answers to all three questions in Article 45.9 are positive, the Senate Redundancy Committee will report to Senate that bona fide reasons do not exist for a declaration of program redundancy.
- 45.13** If the answer to one or more of the questions in Article 45.9 is negative, the Senate Redundancy Committee will endeavour to determine whether there is a reasonable probability that the answer(s) could become positive within the next two years, given the resources projected to be available to the program during that period. In the event that there is no such reasonable probability of a positive answer(s) within two years, the Committee will report to Senate that bona fide reasons exist for a declaration of program redundancy and that such a declaration will be recommended to the Board on Senate's behalf.

- 45.14** Within 40 working days of its first meeting, the Senate Redundancy Committee will submit its final written report to Senate for receipt with a copy to the Association.
- 45.15** If the Senate Redundancy Committee reports to Senate that bona fide reasons do not exist for a declaration of program redundancy, the Vice-President, Academic and Research, will announce that the proposed program redundancy is withdrawn and that no further action will be taken. If the Committee reports instead that bona fide reasons exist for a declaration of program redundancy, the Vice-President, Academic and Research, will announce that such a declaration will be recommended to the Board for approval.
- 45.16** Upon approval by the Board of a declaration of program redundancy, the President or designate will prepare a draft plan for the implementation of the program redundancy. This plan will be in accordance with the terms of this collective agreement and will affect Members' terms and conditions of employment only to the extent necessary to implement the declared redundancy. The draft plan will include:
- (a)** a list of all Members affected by the redundancy;
 - (b)** a list of those Members in (a) who may reasonably be considered qualified for current or expected academic and administrative vacancies and who could be transferred with or without retraining;
 - (c)** a list of those Members in (a) who may qualify for redeployment other than transfer or lay-off, including but not limited to research/study leaves, voluntary early retirement, voluntary resignation, and voluntary transfer to reduced workload with pro-rated pay; and
 - (d)** a list of the remaining Members who have been identified for lay-off, with a rationale, should Members in (a) remain who have not been included under (b) and (c) in meeting the requirements of the redundancy plan. Where a Member consents in writing to lay-off, a rationale need not be given.
- 45.17** Within thirty (30) days of approval by the Board of a declaration of program redundancy, the draft redundancy plan under Article 45.16 will be sent to the Association for comment. The Association will make its comments in writing to the President within twenty (20) days of receipt of the draft redundancy plan.
- 45.18** Within twenty (20) days of receipt of the Association's comments, and with due consideration of these comments, the President will present to both the individual Members concerned and the Association the final plan for the transfer, retraining, redeployment, or lay-off of Members. Members may be transferred, retrained, redeployed, or laid off only in accordance with the provisions of this collective agreement.
- 45.19** Lay-off of Members for program redundancy reasons may occur if no suitable alternatives are available through transfer, retraining or other redeployment, as outlined in Article 44.15.
- 45.20** A redundant Member may be transferred to another academic program in the University for which he/she is qualified only with his/her written consent and with the consent of a

majority of the Members of the discipline to which the redundant Member is to be transferred. The consent of the Members in this discipline will not be unreasonably withheld. Rank, salary, and benefits will be transferred with the Member. Any transfer of a Member to a position outside the bargaining unit will be on terms and conditions satisfactory to the Member and the University. A Member transferred under this Article will retain recall rights pursuant to Articles 44.15, 44.16 and 44.17. If recalled to a position in the bargaining unit, the Member's category of appointment and rank will be reinstated. The Member will receive credit for years of service, and the Member's salary will be restored including all increments and adjustments which would have accrued while the individual was excluded from the bargaining unit.

- 45.21** When retraining is approved by the University, and the Member and a majority of the Members in the discipline to which the Member is to be transferred have agreed on the transfer, a position will be reserved for the Member until the training period is complete and the Member assumes his/her position in the new unit. If the retraining is approved by the University, the University will grant and pay for educational leave for that purpose as necessary, normally up to a maximum of two (2) academic years.
- 45.22** If no transfer is available or if a proposed transfer or other proposed redeployment is refused, the University will provide each Member who is to be laid off or who resigns with the same compensation and recall provisions as under Article 44, specifically under Articles 44.14, 44.15, 44.16 and 44.17.
- 45.23** A Member who is laid off will retain reasonable access to library and computer services until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. During the same period, the Member may also be granted by the Employer access to shared office or laboratory space, as and when available. In addition, laid off Members, their spouses and their dependants will receive full tuition exemption for any courses taken at the University during the same period.
- 45.24** While a Member is on lay-off under the provisions of this Article, the University will not contribute towards benefits but will permit and facilitate continuance of any coverage if desired by the Member who will pay the applicable premiums.
- 45.25** The cost of the Redundancy Committee established under this Article will be borne by the University.
- 45.26** Any time limits in this Article may be extended by agreement of the parties in writing.
- 45.27** As soon as reasonably possible after the signing of this collective agreement, Senate will be asked jointly by the President of the University and the President of the Association to approve the procedure for program redundancy established in this Article, and specifically the delegation, to a Senate Redundancy Committee, of Senate's power and authority to recommend to the Board a declaration of program redundancy, in accordance with Article 22(2)(j) of the Nipissing University Act. If Senate does not grant approval, Articles 26.23 to 26.26 of the 2003-2006 collective agreement will continue in force for the terms of this agreement.

ARTICLE 46: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY

- 46.1** 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 the Association 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 the Association 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.
- 46.2** 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 the Association 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.
- 46.3** 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 47: NEGOTIATION PROCEDURE

- 47.1** 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.
- 47.2** Meetings will be held at a time and place fixed by mutual consent.
- 47.3** Nothing in this Collective Agreement will prevent its subsequent amendment with the written concurrence of the parties.

ARTICLE 48: STRIKES OR LOCK-OUTS

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

ARTICLE 49: DURATION AND CONTINUANCE OF THE AGREEMENT

- 49.1** Except as specifically otherwise provided herein, the Collective Agreement will be binding and remain in effect from the date of signing to April 30, 2009.
- 49.2** If the parties have not ratified a new collective agreement on or before April 30, 2009, then all provisions of this agreement, save and except Article 48, 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.

APPENDIX A

A DESCRIPTION OF THE NIPISSING UNIVERSITY FACULTY ASSOCIATION BARGAINING UNIT FROM THE ONTARIO LABOUR RELATIONS BOARD DECISION DATED JANUARY 11, 1994

"All full-time academic staff and academic professional librarians employed by the Nipissing University in the City of North Bay, in the District of Nipissing, save and except the President, Vice-President Academic, Registrar, Deans, Associate Deans, Administrative Assistants to the Deans, Director of Library Services, Academic Counsellors, Laboratory Technicians, Instructors and Faculty Members employed by Nipissing University on leave from or on secondment from another university or other employer."

"Clarity Note 1: For the purpose of clarity, the bargaining unit does not include part-time faculty who regularly teach less than three full courses."

"Clarity Note 2: For the purpose of clarity, the bargaining unit does not include public service librarians."

APPENDIX B

ARBITRATORS PURSUANT TO ARTICLE 38.8

Kevin Burkett

Jane Devlin

Pamela Picher

Owen Shime

William Kaplan

Paula Knopf

Gail Brent

Howard Brown

Richard McLauren

APPENDIX C

LIST OF COURSES PURSUANT TO ARTICLE 20.2(c)

COSC 1901

COSC 1902

ENGL 1501

ENGL 1502

ENGL 1551

ENGL 1552

FREN 1006

MATH 1911

MATH 1912

UNIV 1011

UNIV 2011

APPENDIX D
FACULTY SALARY SCALE EFFECTIVE MAY 1, 2006

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 92,359	\$ 76,144	\$ 58,931	\$ 45,399
1	\$ 95,269	\$ 78,527	\$ 61,161	\$ 47,315
2	\$ 98,179	\$ 80,910	\$ 63,391	\$ 49,231
3	\$ 101,089	\$ 83,293	\$ 65,621	\$ 51,147
4	\$ 103,999	\$ 85,676	\$ 67,851	\$ 53,063
5	\$ 106,909	\$ 88,059	\$ 70,081	\$ 54,979
6	\$ 109,819	\$ 90,442	\$ 72,311	\$ 56,895
7	\$ 112,729	\$ 92,825	\$ 74,541	\$ 58,811
8	\$ 115,639	\$ 95,208	\$ 76,771	\$ 60,727
9	\$ 118,549	\$ 97,591	\$ 79,001	\$ 62,643
10	\$ 121,459	\$ 99,974	\$ 81,231	
11	\$ 124,369	\$ 102,357	\$ 83,461	
12	\$ 127,279	\$ 104,740		
JI	\$ 127,779	\$ 105,240	\$ 83,961	\$ 63,143
Increment Value	\$ 2,910	\$ 2,383	\$ 2,230	\$ 1,916

Scale Adjustment on May 1, 2006 = 3%

APPENDIX E

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2007

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 95,130	\$ 78,428	\$ 60,699	\$ 46,761
1	\$ 98,127	\$ 80,883	\$ 62,996	\$ 48,734
2	\$ 101,124	\$ 83,338	\$ 65,293	\$ 50,707
3	\$ 104,121	\$ 85,793	\$ 67,590	\$ 52,680
4	\$ 107,118	\$ 88,248	\$ 69,887	\$ 54,653
5	\$ 110,115	\$ 90,703	\$ 72,184	\$ 56,626
6	\$ 113,112	\$ 93,158	\$ 74,481	\$ 58,599
7	\$ 116,109	\$ 95,613	\$ 76,778	\$ 60,572
8	\$ 119,106	\$ 98,068	\$ 79,075	\$ 62,545
9	\$ 122,103	\$ 100,523	\$ 81,372	\$ 64,518
10	\$ 125,100	\$ 102,978	\$ 83,669	
11	\$ 128,097	\$ 105,433	\$ 85,966	
12	\$ 131,094	\$ 107,888		
Jl	\$ 131,594	\$ 108,388	\$ 86,466	\$ 65,018
Increment Value	\$ 2,997	\$ 2,455	\$ 2,297	\$ 1,973

Scale Adjustment on May 1, 2007 = 3%

APPENDIX F

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2008

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 97,984	\$ 80,781	\$ 62,520	\$ 48,164
1	\$ 101,071	\$ 83,310	\$ 64,886	\$ 50,196
2	\$ 104,158	\$ 85,839	\$ 67,252	\$ 52,228
3	\$ 107,245	\$ 88,368	\$ 69,618	\$ 54,260
4	\$ 110,332	\$ 90,897	\$ 71,984	\$ 56,292
5	\$ 113,419	\$ 93,426	\$ 74,350	\$ 58,324
6	\$ 116,506	\$ 95,955	\$ 76,716	\$ 60,356
7	\$ 119,593	\$ 98,484	\$ 79,082	\$ 62,388
8	\$ 122,680	\$ 101,013	\$ 81,448	\$ 64,420
9	\$ 125,767	\$ 103,542	\$ 83,814	\$ 66,452
10	\$ 128,854	\$ 106,071	\$ 86,180	
11	\$ 131,941	\$ 108,600	\$ 88,546	
12	\$ 135,028	\$ 111,129		
JI	\$ 135,528	\$ 111,629	\$ 89,046	\$ 66,952
Increment Value	\$ 3,087	\$ 2,529	\$ 2,366	\$ 2,032

Scale Adjustment on May 1, 2008 = 3%

APPENDIX G

LETTER OF UNDERSTANDING

**ADJUNCT (RETIRED) FROM NIPISSING UNIVERSITY
MAY 1, 2006 TO APRIL 30, 2009**

The Dean, in consultation with the department/division, will recommend to the President the names of candidates for the title "Adjunct Retired Professor" accompanied by letters of agreement from the candidates.

Criteria for the title "Adjunct Retired Professor" are:

- (a) more than 15 years of continuous, full-time employment at Nipissing University
- (b) proof of significant contribution to Nipissing University through teaching and/or research

Final authority for conferring of the title "Adjunct Retired Professor" rests with the President of Nipissing University. This decision is not grievable.

Because the status of "Adjunct Retired Professor" is to be determined on an annual basis, it is therefore the responsibility of the Dean to initiate this process on an annual basis.

The President will inform Senate.

APPENDIX H
LETTER OF UNDERSTANDING
FACULTY CLUB

The parties agree that they will work together to promote a faculty area of 100 sq. m. that will contain meeting rooms and offices for the Association. This joint effort will be made when funding is available from the Province of Ontario for building expansion. NUFA has proposed to pay 25% of the capital cost and will pick up an appropriate share of the operating cost.

APPENDIX I

LETTER OF UNDERSTANDING

ARTICLE 31: INTELLECTUAL PROPERTY RIGHTS, PATENTS AND COPYRIGHT

1. The parties agree, because of the complex nature of the issues involved, to establish a Joint Committee on Intellectual Property Rights, Patents and Copyright whose mandate will be to produce an article that will replace Article 31 of the 2003-2006 Collective Agreement (titled "Patents and Copyright"). The new article will be Article 36 of the 2006-2009 Collective Agreement (currently titled "Patents and Copyright").
2. The Committee will be composed of four members appointed by the Administration and four members appointed by NUFA.
3. The new Article will be prepared no more than 12 months after the signing of the Collective Agreement.
4. After six months, the Joint Committee will issue a brief progress report to the President of the University and the President of NUFA.
5. Until a new article has been agreed to, the terms of Article 31 ("Patents and Copyright") in the 2003-2006 collective agreement will remain in force.

APPENDIX J

LETTER OF UNDERSTANDING

GROUP BENEFIT IMPROVEMENTS AND COST CONTAINMENT

The parties agree that the Pension and Benefits Advisory Committee will review the current benefit package with regard to improving the benefits, while pursuing cost containment initiatives. The Committee will complete a report on group benefits and cost containment by February 28, 2008. The committee will follow the operational procedures where the Chair will report the committee recommendations to the Human Resources Committee of the Board of Governors with a copy to the Association.

APPENDIX K

LETTER OF UNDERSTANDING

SCHOLARSHIP PLAN AND TUITION EXEMPTION BENEFIT

The parties agree to form a Joint Committee with two members of the Administration and two members of NUFA. The Committee will study Trent University's Faculty and Dependents Scholarship Plan and other relevant plans and issue a report, within two years of the signing of this collective agreement, on whether or not this Plan can be implemented at Nipissing University.

THIS COLLECTIVE AGREEMENT

SIGNED AT NORTH BAY,

this _____ day of April, 2007

NIPISSING UNIVERSITY

Vicky Paine-Mantha, Chief Negotiator

Constance Vander Wall

Ted Chase

Peter Ricketts

Ron Common

Rick Vanderlee

NIPISSING UNIVERSITY FACULTY ASSOCIATION

Larry Patriquin, Chief Negotiator

Roman Brozowski

Mumbi Kariuki

Todd Horton

Jennifer Barnett

Doug Franks