

COLLECTIVE AGREEMENT

between

NIPISSING UNIVERSITY

(hereinafter called the University or the Employer)

and

NIPISSING UNIVERSITY FACULTY ASSOCIATION

FULL-TIME ACADEMIC STAFF BARGAINING UNIT

(hereinafter called the Association, NUFA or FASBU)

The parties agree as follows:

May 1, 2009, to April 30, 2012

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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 a person who holds an administrative position which has an attached academic appointment but who is excluded from the bargaining unit for the duration of his or her administrative appointment.
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, or department responsible for the delivery of an academic program.
4. Academic Year designates the period from July 1 to June 30.
5. Association designates the Nipissing University Faculty Association (NUFA).
6. Board of Governors (hereinafter called the Board) is the body referred to by that name in the Nipissing University Act.
7. Canadian designates a citizen, a legal resident, permanent resident, or those legally residing in Canada pursuant to a Ministerial permit.
8. CASBU designates the Contract Academic Staff Bargaining Unit as described in Appendix A of their collective agreement.
9. CAUT designates the Canadian Association of University Teachers, a body corporate incorporated under letters patent granted by the Deputy Registrar General of Canada, November 24, 1970.
10. Chair of an academic unit is that person elected by faculty members in that academic unit in accordance with procedures specified in this Collective Agreement.
11. 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.
12. Employer designates the Board of Governors of Nipissing University.
13. FASBU designates the Full-time Academic Staff Bargaining Unit as described in Appendix A of this Collective Agreement.
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. OCUFA 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 designates all files containing evaluative materials concerning Members.
23. President designates the Chief Executive Officer and Vice-Chancellor of the University.
24. Regional Campus designates a campus of Nipissing University in any location other than North Bay.
25. Secondment is a temporary assignment by the Employer of a Member to perform duties in an academic unit or sub-unit other than the Member's home unit or the appointment by the Employer of a Member to an administrative position for a limited period of time.
26. Senate is the body referred to by that name in the Nipissing University Act.
27. 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.
28. Spouse designates a Member's partner in law or in common law (with whom the Member has continuously been in the relationship for at least one [1] year). A Member can designate only one spouse at a time.
29. 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 one and two 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 regional campuses in the province of Ontario, save and except...".
- 3.4** A Member on any form of leave or one who accepts a reduced workload arrangement pursuant to Article 27.13 or a reduced workload appointment pursuant to Article 27.12 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 Cost-recovery Support

- (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 (CAUT) and the Ontario Confederation of University Faculty Associations (OCUFA) 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 CAUT and OCUFA. Such representatives will have reasonable access to Nipissing University premises to consult with Members, Association officials or the Employer.
- 5.7** The Employer will grant the Association three (3) three-credit course releases, or equivalent, during each academic year. In addition, the Employer will grant the Association two (2) three-credit course releases or equivalent during a collective bargaining year. The course releases will be distributed among the 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 academic unit of those Members. The course releases will be granted without prejudice to the Members' salary, benefits or any rights and privileges

within the University. In the year before a collective bargaining year, one three-credit course release not used may be carried forward for use in the collective bargaining year.

- 5.8** 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 5.7.
- 5.9** The Association may at its discretion purchase an additional three-credit course release in any academic year to be assigned to any Member by remitting to the Employer the amount equal to an overload stipend for one (1) three-credit 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 27.12 and 27.13.

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 this Agreement, the University's internal mail will be used when signatures are necessary and the University's e-mail system may be used when signatures are not necessary.

7.2 Information from the Employer to the Association

- (a) The Employer will provide the Association with copies of Members' letters of appointment. 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 following information for each Member as of September 1:
 - (i) name, home address, birth date, sex;
 - (ii) faculty;
 - (iii) category of appointment (limited-term, tenure-track, tenured), length of appointment, year of initial appointment and rank, year of appointment to current rank, date of last sabbatical;
 - (iv) leave status (without pay, sabbatical, short-term disability, long-term disability, etc.); and
 - (v) nominal salary, actual salary, rank, "step" on the salary grid, and amount of dues deducted.
- (c) Before October 1 of each year, the Employer will send to the President of the Association the total number of Members who receive benefits coverage in the categories "single" and "family."
- (d) Before October 1 of each year, the Employer will send to the President of the Association the names of all living Members who retired on or after May 1, 2009.
- (e) Before August 31 of each year, the Employer will send to the President of the Association a list of all Members teaching overload in the previous academic year (July 1 to June 30), including the names of the Members, the numbers and titles of courses taught, and the academic session in which the overload was taught.
- (f) 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 to 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 General Information for Contract Administration and Collective Bargaining

- (a) The parties agree to exchange such information as is agreed from time to time to be necessary for the collective bargaining process and/or the administration of this Collective Agreement. This will not require either party to compile information and statistics or provide analysis of data in the form requested if such data are not already compiled in the form requested unless required under this Article.
- (b) The Employer agrees to make available to the Association as soon as available for release in non-confidential format:
 - (i) a copy of the University budget;
 - (ii) a copy of the annual audited financial statement of the University when approved by the Board of Governors;
 - (iii) the names of all persons appointed or elected to positions on the Board of Governors;
 - (iv) before September 30 each year, a list of courses (name and number) taught by academic staff who are not Members of NUFA; and
 - (v) before May 1 each year, the Record of Employees' Salaries and Benefits that are paid \$100,000 or more in a calendar year as per the Public Sector Salary Disclosure Act (PSSDA), 1996, as amended 2004.

7.4 Member Benefit Information for Contract Administration and Collective Bargaining

Before July 1 each year, the Employer will provide the following:

- (a) a current copy of the group insurance contract(s) as it pertains to Members, including updated amendments;
- (b) a copy of the underwriting and/or service agreement with all insurers or suppliers of group benefits as it pertains to Members;
- (c) a copy of the complete group insurance renewal as it pertains to Members from all suppliers. If this is not available, the Association will be provided with the following:
 - (i) paid premiums for Members for the last year by type of benefit;
 - (ii) premium rates for Members for the last year by type of benefit;
 - (iii) paid claims for Members for the last year by type of benefit;
 - (iv) breakdown of all reserves and expenses (including commissions or fees) for the last year as they pertain to Members; and

- (v) listing for all individual claims (no Member names required) for long-term disability for the last year; monthly gross and net amounts for all claimants for the last year; disabled life reserves for all claimants for the last year; current status (active, suspended, terminated, etc.); and intervention (IME, rehabilitation, partial disability, litigation, etc.).
- (d) for the University's defined contribution pension plan, the amount of Members' salary contributed by the Employer; the amount of Members' salary contributed by Members; and the audited certified financial statement;
- (e) approved minutes of the Pension and Benefits Committee;
- (f) the total salary of Members (January – December); and
- (g) before July 1 each year, or within (30) days of any rate adjustment, the Employer will provide the Association with information on premiums paid per month, based on the Benefit Premium Rate Chart (by type of benefit) as completed by Human Resources.

7.5 Information from the Association to the Employer

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) an up-to-date list of the Executive of the Association and all other standing committees of the Executive;
- (c) on a timely basis, notice, agenda and the approved minutes of the Association's general meetings (regular and special); and
- (d) a copy of each NUFA News.

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

ARTICLE 8: COPIES OF THE AGREEMENT

- 8.1** Upon ratification by the parties of the Collective Agreement, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and 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 ON THE ADMINISTRATION OF THE AGREEMENT (JCAA)

- 9.1** The Parties agree to establish a Joint Committee on the Administration of the Agreement (JCAA) within thirty (30) days of the signing of this Collective Agreement composed of three (3) representatives of the Employer and two alternates and three (3) representatives of the Association and two alternates. Appointments to the JCAA will be for a two-year term and will be subject to renewal.
- 9.2** The JCAA will review matters of concern arising from the administration of this Agreement excluding any dispute that is the subject of an appeal or grievance under any other provision of this Agreement or that has been submitted to arbitration under this Agreement.
- 9.3** The JCAA will foster good communication between the parties, serve as a forum for the exchange of information, and ensure that this Agreement is administered in a spirit of cooperation and mutual respect.
- 9.4** The JCAA will not have the power to add or modify in any way the terms of this Collective Agreement. The JCAA will function in an advisory capacity to the Association and the University and will seek the timely correction of conditions which may give rise to misunderstandings.
- 9.5** The JCAA will determine its own procedures subject to the following provisions:
 - (a)** The Committee will be co-chaired by one (1) representative of the Association and one (1) representative of the University who will together be responsible for preparing and distributing the agenda and distributing the minutes of the previous meeting;

- (b) The Committee will meet as necessary. Either co-Chair may call a meeting on seven (7) days written notice to the other members of the Committee. Written agendas and minutes will be circulated to all members of the Committee at least forty-eight (48) hours in advance of each meeting;
- (c) A quorum for the Committee meetings will be four (4) members, provided that at least two (2) representatives of each party are present, including the co-Chairs or their designates; and
- (d) Recommendations of the JCAA will be by unanimous agreement of both parties and will be written down and signed by the co-Chairs at the end of the meeting.

- 9.6** In the event that any dispute over the interpretation of the Collective Agreement cannot be resolved by the JCAA, either party may give intent to proceed to mediation beginning with Article 39.7(b)(ii). If no settlement is reached within five (5) days of the Mediation Conference, either party may submit the dispute to arbitration as per Article 39.7(c).

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 file 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 file 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 file. Members will review the file in the presence of the Dean's designate.
- 14.4** Members will have the right to have all of their personnel file 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 file.
- 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 file 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 in 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 in 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 of 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 file 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 the Collective Agreement and will not be used in any proceeding involving a Member of the Bargaining Unit.
- 14.7** 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.
- 14.8** 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.
- 14.9** 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.
- 14.10** 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. 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 Article 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 in accordance with procedures established by the University's Research Ethics Board, the regulations and protocols of the University's Animal Care Committee, and government regulatory bodies. Researchers are expected to deal fairly with colleagues, assistants, and students with whom they conduct research, to carry out the research in the spirit of a genuine search for knowledge, and to base findings upon a critical appraisal of available data and a reasoned analysis of their interpretation.

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

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 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 academic unit, 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.
- (f) At the beginning of each term, each Dean will inform Members in his/her Faculty that course syllabi must be filed with the Dean's office by the end of the third week of the Fall term for courses commencing in the Fall term; by the end of the third week of the Winter term for courses commencing in the Winter term; and by the end of the first week for courses commencing in intercession, Spring term, or Summer term. Members will be sent confirmation of receipt of course syllabi.
- (g) Should a Member be unable to fulfill his/her teaching responsibilities in whole or in part while a course is in progress, any replacement faculty Member has the right to consult and use the course syllabus that the Member filed in the Dean's office.

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. When reporting on activities that do not involve peer review, it is the responsibility of the Member to demonstrate the quality and scholarly or creative value of these activities.
- (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 Service

- (a) Service includes the activities listed in Section 1.9(h) of the Tenure and Promotion Procedures (Appendix L).
- (b) 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 academic unit, 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.
- (c) 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 Dean and, where appropriate, the Chair, 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 or employment 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 academic unit 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; research, scholarly and creative activities; service activities; and substantial new outside professional activities.
- (c) By October 1 of each year, each Member (except those in their initial year of appointment) will submit an Annual Report (approximately 500 words) to the appropriate Dean (as detailed in Article 27.5), highlighting the previous year's (September 1 to August 31) accomplishments and goals for the coming year.

18.8 Members on the Board of Governors

Any Member who is a Senator has the right to be elected by Senate to sit on the Board of Governors as a faculty representative.

ARTICLE 19: FACULTY APPOINTMENTS

19.1 Academic Qualifications and Appointment Procedures

- (a) In assessing the academic qualifications of candidates for any position, 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; professional and community service record; and, where appropriate, Aboriginal knowledge.
- (b) Based on the criteria in Article 19.1(a), the candidate with the best academic qualifications will be recommended for any position.
- (c) All appointments to 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. If the Vice-President, Academic and Research does not accept the recommendation, he/she will send the matter back to the Dean and the Search Committee for a further recommendation.

19.2 Canadian Citizens or Permanent Resident Candidates

- (a) The individual recommended for appointment will be a Canadian citizen or a permanent resident, unless the Search Committee concludes that none of the candidates who are Canadian citizens or permanent residents possess the minimum qualifications for the position and/or when all such candidates who are offered the position decline the offer.
- (b) If the University extends a job offer to a non-Canadian citizen or temporary resident, the Vice-President, Academic and Research must send a completed Foreign Academic Recruitment Summary form to Human Resources and Skills Development Canada (HRSDC) if required.
- (c) If the Vice President, Academic and Research accepts a recommendation for a non-Canadian citizen or a temporary resident candidate, this decision will be reported in writing together with reasons to the Association and the Secretary of Senate within (10) working days by the Vice-President, Academic and Research.
- (d) The qualifications relevant to any position will be clearly stated in the advertisement and will not include irrelevant particularities which would unfairly disadvantage Canadian citizens or permanent residents.

19.3 Spousal Candidates

- (a) If the spouse of a tenure-track or tenured Member applies for an advertised position at the University, he or she may choose, in a covering letter, to self-identify as a spouse. If so, his or her file will be reviewed by the relevant Search Committee and, unless deemed unqualified for the position by the Committee, he or she will be added to the short list.
- (b) 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) Before an advertisement is placed for a position, the academic unit will reflect on the current make-up of the unit in relation to the designated equity groups. The unit will also discuss the implications for members of the designated equity groups of the area of specialization to be advertised.
- (c) All advertisements for positions will include a statement that: "Nipissing University is committed to employment equity and strongly encourages applications, which may include self-identification in a covering letter, from Aboriginal persons, women, persons with disabilities and visible minorities."
- (d) At the commencement of the search process, the Chair of the Search Committee will ensure that all Committee members familiarize themselves with Article 19.4 of the Collective Agreement as a condition of serving on the Committee and that all Committee members understand their responsibility of ensuring an equitable process. All search material gathered will be confidential and used for hiring purposes only.
- (e) Permission to interview will be granted by the Dean once he/she is satisfied that the short list does not exclude suitably qualified candidates from the designated equity groups. Where the Search Committee recommends a short list for interview which does not include a candidate from one of the designated equity groups, the Dean may, after consulting with the Chair of the Search Committee, add a suitably qualified candidate from one of the designated equity groups to the short list (if one has applied) without removing any candidate from the short list.
- (f) Consistent with the principles of employment equity, no candidate will be recommended who does not meet the criteria for the appointment in question.

- (g) In order to correct under-representation in the academic unit (determined according to agreed upon statistical data), a candidate from the designated equity groups will be recommended for the position if that candidate is appropriate for the position and if his/her qualifications are substantially equal to other candidates.
- (h) In its recommendation to the Dean, the Search Committee will make a report on the search process that includes the number of applicants; the number of applicants with doctorates or other appropriate professional qualifications; and the number of applicants with doctorates or other appropriate professional qualifications, where known, from the four designated equity groups.
- (i) As part of its report, the Search Committee will compile a ranked short-list, presenting the qualifications of each candidate, the reasons for the ranking, and the name of the candidate it recommends for appointment. The Committee will review and approve the report before sending it to the Dean.

19.5 Advertising

- (a) To ensure that positions at Nipissing University are filled by the most highly qualified candidates and to ensure accessibility to Canadian citizens and permanent residents, all faculty openings will be advertised nationally and may be advertised abroad prior to the consideration of candidates. All advertisements will include the following wording: "All qualified candidates are encouraged to apply. Canadian citizens and permanent residents will be given priority."
- (b) All faculty positions (tenure-track and limited term appointments greater than one year) will be advertised both on the University's website and in various appropriate publications that will include *University Affairs* and the *CAUT Bulletin* whenever publication schedules permit.
- (c) All faculty positions of one year or less will be advertised both on the University's website and in various appropriate publications that will include the website of *University Affairs* or the *CAUT Bulletin*.
- (d) There will be no undue delay in submitting advertisements for publication.
- (e) A period of at least thirty (30) days will elapse between the appearance of the first web-based advertisement in either *University Affairs* or the *CAUT Bulletin* and the deadline date for applications.
- (f) Notwithstanding Articles 19.5 (a) and (c), the Vice-President, Academic and Research may, when time is of the essence, appoint a faculty Member for an initial Limited Term Appointment 1 (LTA 1) of one year or less without advertising, provided that the Vice-President, Academic and Research gives the Association appropriate written reasons for the urgency within twenty (20) working days of the appointment. In such cases, if the appointment is to be renewed, an open competition for the position must be held, including national advertisements, and the information in Article 20.3(e) will apply.

19.6 Ranks for Faculty

All appointments under this Collective Agreement will be made in the following ranks: Professor, Associate Professor, Assistant Professor, or Lecturer.

19.7 Type of Faculty Appointments

- (a) All appointments to faculty ranks will be tenured, tenure-track, or limited term.
- (b) A Tenured Appointment grants permanency of appointment to the Member which may be terminated only through resignation (Article 36), retirement (Article 36), dismissal for cause (Article 40), financial exigency (Article 44) or program redundancy (Article 45).
- (c) A Tenure-Track Appointment will be for a period of not less than four (4) years and not more than six (6) years. During this time, the University and the Member are afforded an opportunity for mutual appraisal. Tenure-track appointments end in a tenured appointment or in termination of the appointment.
- (d) Nipissing University has three types of Limited-Term Appointments:
 - (i) Limited-Term Appointments 1 (LTA 1) and Limited-Term Appointments 2 (LTA 2) are contractual agreements between the University 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.
 - (ii) A Limited-Term Appointment 3 (LTA 3) is a contractual agreement between the University and a Member which will be converted to a tenure-track appointment if the Member earns the appropriate, recognized professional accreditation or completes the terminal degree, as set out in the letter of appointment.
- (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

- (a) The Vice-President, Academic and Research will send a letter of appointment to the prospective Member which will specify the following terms of employment:
 - (i) type of appointment pursuant to Article 19.7;
 - (ii) rank pursuant to Article 19.6;

- (iii) department(s), division(s), school(s), program(s) or unit(s) in which the appointment is made;
 - (iv) date on which the appointment commences;
 - (v) duration of appointment, where applicable;
 - (vi) if a limited-term appointment, the type of appointment (LTA 1, LTA 2, or LTA 3); and if an LTA 3 appointment, the accreditation that must be earned or the degree that must be completed;
 - (vii) nominal salary and "step" pursuant to Appendices D, E and F, along with an explanation of how the starting salary rate was set pursuant to Article 29;
 - (viii) credited years of service for sabbatical pursuant to Article 28;
 - (ix) assigned teaching load pursuant to Article 27 or Article 20;
 - (x) annual vacation entitlement pursuant to Article 35;
 - (xi) annual professional expenses reimbursement (PER) allowance pursuant to Article 34;
 - (xii) start-up grant application process, where applicable;
 - (xiii) other terms and conditions of the appointment which have been agreed upon by the Member and the University provided they are consistent with the terms of this Agreement; and
 - (xiv) a statement that the appointment is subject to the terms of this collective agreement.
- (b) The University will give the prospective Member at least seven (7) days from the date of receipt of the letter to consider the offer of appointment.

ARTICLE 20: LIMITED-TERM APPOINTMENTS

20.1 Limited-Term Appointments 1 (LTA 1)

- (a) A Limited-Term Appointment 1 (LTA 1) may be made in the following circumstances:
- (i) to replace a Member who is on sabbatical or on leave, who has been seconded to an institution outside the University, or who has assumed an administrative position outside the bargaining unit;
 - (ii) to fill vacancies that arise from the resignation, termination, or death of a tenured or tenure-track Member, when the circumstances warrant

postponing for up to a year the advertisement for a tenure-track replacement;

- (iii) to fill temporarily a vacancy in an academic unit because a qualified candidate for a tenure-track appointment could not be found;
 - (iv) to fill a position which has funding that is likely to be temporary and which has been earmarked by the government or other external agencies;
 - (v) to fulfill the University's obligations to a Member denied tenure, as per Appendix L, clause 1.29(g); and
 - (vi) to meet a sudden increase in student enrolments which is expected to be temporary.
- (b) Members on an LTA 1 of up to two years will have a Teaching Intensive Workload. Members on an LTA 1 of more than two years will have a Normal Workload.

20.2 Duration of Limited-Term Appointments 1 (LTA 1)

- (a) With the exception noted in Article 20.2(e), initial LTA 1 appointments will be for ten (10) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months, except when extraordinary circumstances delay the start of the appointment.
- (b) A faculty Member hired to teach for the Fall and Winter terms may be hired on an initial contract of a minimum of ten (10) months, except when extraordinary circumstances delay the start of the appointment. A Member may be renewed for a second ten (10) month contract, but any renewal beyond the second ten (10) month contract must be for a minimum of twelve (12) months. All contracts of twelve (12) months or less completed during the term of this collective agreement and prior to the signing of this collective agreement are counted as initial LTA 1 contracts.
- (c) If a Member on an initial LTA 1 appointment of a minimum of twelve (12) months is renewed, any renewed contract(s) must be for a minimum of twelve (12) months.
- (d) An LTA 1 appointment made in any academic unit under Article 20.1(a)(vi) may be renewed for a second year for the same reason with the approval of NUFA. Such approval will not be unreasonably denied. No appointment will be made in an academic unit for more than two consecutive years under Article 20.1(a)(vi).
- (e) A faculty Member hired to teach for the Fall or Winter term will be hired on a contract of at least five (5) months, except when extraordinary circumstances delay the start of the appointment. Faculty will be hired on such contracts if they are replacing Members who are expected to be absent from the University for one academic term.

20.3 Reappointment of Members on Limited-Term Appointments 1 (LTA 1)

- (a) A Member holding a Limited-Term Appointment 1 (LTA 1) may be reappointed for a further limited term without the requirement for advertisement.
- (b) While an LTA 1 cannot assume renewal of his/her contract, renewal without the requirement for advertisement will take place if there is a continuing need for a position; the academic unit has made a request to the Dean, normally by December 1, for renewal; and the performance of the LTA 1 is deemed satisfactory by the Dean.
- (c) When a Member is considered for a renewal of a limited term appointment without advertisement, such consideration by the Dean will include reference to Members performing similar work and comparison with other Members of similar experience.
- (d) If the Member is to be renewed for a subsequent limited term without advertisement, the Member will be notified in writing by the appropriate Dean by December 15 in the final year of the Member's appointment or within thirty (30) days of the availability of the position becoming known, whichever is later, and be invited to accept the position.
- (e) If any limited-term position is to be advertised and subject to open competition, and a Member applies for such position, his/her file will be reviewed by the relevant Search Committee and, unless deemed unqualified for the position by the Committee, he/she will be added to the short list of candidates.

20.4 Limited-Term Appointments 2 (LTA 2)

- (a) A Limited-Term Appointment 2 (LTA 2) will be for twenty-four (24) to thirty-six (36) months.
- (b) The rationales for hiring an LTA 2 include, but are not limited to, the following:
 - (i) to increase teaching capacity where enrolment growth does not yet justify the creation of a tenure-track position; and
 - (ii) to meet teaching needs created by the development of a new program or the substantial modification of an existing program, but which do not yet justify the creation of a tenure-track position.
- (c) Before November 15 in the final year of an LTA 2 appointment, the academic unit will meet with the Dean to review the position. One of the following decisions will be made:
 - (i) If the Dean agrees that enrolments are sufficient to justify the creation of a tenure-track position, the normal approval process for tenure-track appointments will be initiated.

- (ii) If the Dean agrees that the rationale for hiring the LTA 2 still applies, but enrolments do not yet justify a tenure-track position, the LTA 2 may be extended without advertisement for between twelve (12) and twenty-four (24) months.
- (iii) If the Dean does not agree that the rationale for hiring the LTA 2 still applies, the LTA 2 position will be discontinued. The academic unit will not be permitted to hire another LTA 2 or an LTA 1 to replace the discontinued position.
- (d) Before November 15 in the final year of an extended LTA 2 appointment, the academic unit will meet with the Dean to review the position. One of the following decisions will be made:
 - (i) If the Dean agrees that enrolments are sufficient to justify the creation of a tenure-track position, the normal approval process for tenure-track appointments will be initiated.
 - (ii) If the Dean does not agree that the rationale for hiring the LTA 2 still applies, the LTA 2 position will be discontinued. The academic unit will not be permitted to hire another LTA 2 or an LTA 1 to replace the discontinued position.
- (e) If an advertisement for a tenure-track position is placed, the Member holding the LTA 2 position will be added to the short list of candidates should he or she apply.
- (f) Members on an LTA 2 will have a Normal Workload or a Research Intensive Workload.

20.5 Limited-Term Appointments 3 (LTA 3)

- (a) A Limited-Term Appointment 3 (LTA 3) will be for thirty-six (36) months and may be made when the successful candidate for a tenure-track position is required to earn an appropriate, recognized professional accreditation or complete a terminal degree, as delineated in Appendix I of the "Standards for Tenure and Promotion at Nipissing University."
- (b) An LTA 3 will convert to a tenure-track appointment at the end of the academic year in which the Member earns the professional accreditation or completes the terminal degree.
- (c) The failure to earn the professional accreditation or complete the terminal degree within the period of the LTA 3 will result in the end of the appointment. Members may apply to their Dean before January 31 in the final year of an LTA 3 for a twelve (12) month extension in order to earn the accreditation or complete the degree. The application must show evidence that the accreditation can be earned or the degree can be completed within the time period of the extension. The Dean will make a recommendation to

the Vice-President, Academic and Research, who may grant the extension. An extension can be granted only once.

- (d) Members on an LTA 3 will have a Normal Workload.

20.6 Reporting to the Association

Before October 31 each year, the University will provide the Association with a report on limited-term appointments. In this report, the name of each limited-term appointee will be listed alongside the length of the appointment and the reason (as per Articles 20.1, 20.4 and 20.5) why the appointee received a limited-term appointment rather than a tenure-track appointment.

20.7 General Provisions

- (a) 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 set forth in this Collective Agreement.
- (b) 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 a tenure-track appointment for purposes of consideration for tenure. However, if the Member does not want these years of service to be counted for consideration for tenure, he/she must indicate this in writing to the Dean and must do so no later than the end of the second year of the tenure-track appointment.
- (c) 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.
- (d) A Limited-Term Appointment contract signed under the terms of the 2006-2009 collective agreement will continue to its completion.

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 FASBU, 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 FASBU 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 27.8(b).
- 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 FASBU is available to teach it who is qualified to do so.

- (b) A CASBU Member will not be hired to teach more than four 3-credit courses or equivalent during the Fall/Winter terms of an academic year.

21.3 Limitations on CASBU Member Teaching as a Percentage of Courses Taught

- (a) Over the course of this agreement, the University will ensure that CASBU Member teaching will be a maximum of twenty-eight percent (28%) of full course equivalents (FCEs). For the purposes of this clause, FCEs exclude AQ courses, ABQ courses, CCE courses, labs, seminars, and courses taught by Service Course Instructors.
- (b) Before February 15, the Administration will provide a report to the Association on the percentage of FCEs taught by CASBU Members during the current academic year, with a description of how the rate was calculated.
- (c) Before August 30, if the rate of FCEs taught by CASBU Members for the upcoming academic year is anticipated to exceed twenty-eight percent (28%), the University will seek the approval of NUFA to exceed the agreed upon rate. Such approval will not be unreasonably denied.

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** The procedures for awarding tenure and promotion will be those contained in the "Tenure and Promotion Procedures for Nipissing University" (the Procedures document) dated May 14, 2008, as approved by the Board, the Senate, the University Administration and the Association.
- 25.2** The Procedures document is attached to this Collective Agreement as Appendix L. Notwithstanding Article 9.4, the parties agree to amend Appendix L in accordance with clause 1.29(d) of Appendix L.
- 25.3** Appendix L will become Article 25 of any Collective Agreement signed on May 1, 2012, or after. At that point, Articles 25.1 and 25.2 above and this clause (Article 25.3) will be deleted. Article 25.4 below will become Article 25.29(i).
- 25.4** The standards for reviewing applications for tenure and promotion are contained in the "Standards for Tenure and Promotion Procedures at Nipissing University" (the Standards document), dated October 8, 2008, as amended from time to time by agreement of the JCAA.

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 – General

- (a) The 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 academic unit Chair/Director, it being understood that no Member can be assigned specific research/scholarly/creative or professional activities, and no Member can be assigned to teach courses outside his/her competency.

- (b) Pursuant to Article 27.1(a), a Member's workload may, with the permission of the relevant Deans, include courses taught in more than one Faculty as part of his/her teaching load.
- (c) Members on any workload arrangement will be eligible, where applicable, for consideration for sabbaticals, reappointment, tenure, and promotion under the appropriate guidelines.
- (d) A Member's teaching load will normally be spread over the Fall and Winter Terms. 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. As part of their workload, Members may request teaching in the Spring/Summer term so that their annual teaching load will be spread over three terms, but the Member will not be required to do so by the Employer. The Dean may request, through the relevant academic unit Chair/Director, teaching in spring and summer as part of a Member's workload, but that Member will not be required to do so.
- (e) In the event that an assigned course is cancelled, the Dean will meet with the Member to discuss options and will then assign a replacement course. In all such cases, the Dean will inform the Association in writing.

27.2 Transition to a New Normal Workload

The Association and the Employer will work cooperatively to continue the orderly transition from the old 3-3 teaching allocation to the new 3-2 normal teaching allocation and to ensure that the transition has the least possible impact upon the finances and the orderly operations of the University. The transition to the 3-2 normal teaching allocation will be continued in accordance with the Faculty Workload Transition Implementation Plan that was approved by the Joint Committee on New Workload Implementation on February 4, 2008. It is agreed that the parties will complete the transition to the new 3-2 normal teaching allocation by June 30, 2010.

27.3 Workload – Teaching

- (a) Each Member on a tenure-track or tenured appointment will be assigned, following consultation with the Member and Chair, in accordance with Article 27, 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,

scholarly and/or creative activity as described in Appendix L, clauses 1.9(f) and (g), 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, scholarly and/or creative activity as described in Appendix L, clauses 1.9(f) and (g), 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, scholarly and/or creative activity as described in Appendix L, clauses 1.9(f) and (g), 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. The allocation of Research Intensive Workloads to support research funded by external research grants is the decision of the Vice-President, Academic and Research in consultation with the Dean.
- (b) 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 (2) three-credit courses every academic year. A Member who has an external source of support (such as a secondment or a Killam fellowship) that provides for a total buy-out of teaching duties may be relieved of all teaching duties during all or part of an academic year.
 - (c) Members appointed to an externally funded research chair (such as a Canada Research Chair or an Industrial Research Chair) will have their teaching load assigned by the Vice-President, Academic and Research in consultation with the Dean. The teaching load in each academic year will not normally exceed two (2) three-credit courses or equivalent for the duration of the appointment.
 - (d) The teaching loads of Members on Limited-Term Appointments are noted in Article 20.
 - (e) Newly hired tenure-track Members will be assigned a Normal Workload with a reduction in teaching of three-credits or equivalent for the first year of their initial appointment. The Dean may extend a second reduction in teaching of three-credits or equivalent into the second year of the Member's initial tenure-track 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 academic unit to offer the program). In such cases where the Dean would have approved the second course reduction but the circumstances

do not permit it to occur in the upcoming academic year, the Dean may defer the course reduction for one year.

- (f) Members on tenure-track appointments who were hired before July 1, 2007, and who did not receive the course reduction noted in Article 27.3(e), will be assigned a three-credit or equivalent course release for one year to allow them the same opportunity as Members appointed on July 1, 2007, and after, to develop their research and scholarly activity in preparation for their application for reappointment with tenure, with the understanding that the course reduction will be granted before the Member is awarded tenure.
- (g) Tenured 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. Such a request will not be unreasonably denied. Any approved changes in workload will take effect on July 1 of the following year.
- (h) Tenured 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 workload change would take effect. The notification will include a Research Plan. The Dean will review the request in terms of the Member's demonstrated research record, 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 following year.
- (i) For program 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.

27.4 Workload – Chairs of Academic Units

- (a) The annual workload reduction and or stipend/reimbursable allowance for Chairs of academic units will be one of the following:
 - (i) One (1) six-credit course release;
 - (ii) One (1) three-credit course release and a three-credit stipend or a reimbursable allowance equivalent to a three-credit overload payment; or

- (iii) A reimbursable allowance equivalent to two (2) three credit overload payments or a stipend equivalent to two (2) three-credit overload payments.
- (b) The scheduling of release time must be approved by the Dean in consultation with the academic unit Chair. If a release time is deferred, the annual maximum course release in the future in any one academic year is two (2) three-credit courses or equivalent below the Member's assigned teaching workload.
- (c) Chairs of academic units who resign or who are removed during an academic year will receive prorated compensation as per Article 27.4(a). Chairs who have taken a course release in the Fall and/or Winter term, and who resign or are removed within two months of the beginning of term, will receive a prorated stipend or reimbursable allowance and will make up the teaching credits in a future semester.
- (d) Replacement Chairs of academic units who serve for more than one month but less than one year will receive prorated compensation as per Article 27.4(a).

27.5 Annual Report and Dean's Assessment

- (a) Each Member must provide clear evidence of ongoing accomplishments in teaching; research, scholarly and/or creative activities; and service in the form of an Annual Report (see Article 18.7[c]). Using the Annual Report, the Dean will write an assessment of the Member's performance in the three areas, as is appropriate to the Member's academic responsibilities and assigned workload.
- (b) The Dean's assessment will be signed and placed in the Member's official personnel file. A copy will be sent to the Member by December 1. The Member may reply to the Dean's response by December 15, and a copy of the Member's reply will also be placed in the Member's official personnel file.
- (c) For all Members:
 - (i) Once the Dean has placed an assessment of the Annual Report in the Member's official personnel file and the Member has had an opportunity to reply, either the Dean or the Member may request a meeting to discuss the Annual Report, the Dean's assessment and/or the Member's reply. If either party so requests, this meeting will occur after December 15 but before January 20. Those present at the meeting will be the Dean, the Member, and, if the Member wishes, the Member's Chair/Director and/or a representative of the Association. Where the Member is accompanied by another Member, the Dean may request that another member of the senior Administration be present at the meeting. 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, scholarly and/or creative activities; and/or service, as appropriate to the Member's academic responsibilities and assigned workload;
 - c. to discuss any expectations necessary to address any concerns.
- (ii) Within fifteen (15) working days of this meeting, the Dean will provide a written summary of the meeting to the Member. The summary will include an appropriate schedule for meeting any required expectations. This summary will be signed by the Dean and placed in the Member's official personnel file. At the same time, a copy of the summary will be sent to the Member.
 - (iii) A Member has a right to respond to the Dean's summary. The Member's response, which will be in writing and supplied to the Dean within fifteen (15) working days of receiving the Dean's summary, will be placed in the Member's official personnel file.

27.6 Moving from a Normal Workload to a Teaching Intensive Workload

- (a) The Dean will meet with a tenured Member who is on a Normal Workload if the Dean indicates in the Annual Assessment that the Member's performance in the area of research and scholarship is unsatisfactory for his/her academic responsibilities and assigned workload. At the meeting, the Dean will discuss with the Member research expectations for a Normal Workload.
- (b) The Dean will meet with the Member if the Member receives a second consecutive Annual Assessment indicating that the Member's performance in the area of research and scholarship is unsatisfactory for his/her academic responsibilities and assigned workload. The Dean may assign the Member to a Teaching Intensive Workload at the beginning of the next academic year. Within fifteen (15) working days of the meeting, the Dean will provide written reasons to the Member in support of his/her decision.
- (c) Tenured Members who have been moved by the Dean from a Normal Workload to a Teaching Intensive Workload may request a Normal Workload by notifying the Dean by December 1. The request will include a Research Plan. The Dean will review the request in terms of the Member's demonstrated research record as appropriate to his/her academic responsibilities and assigned workload. By January 1, the Dean will either grant the request or reject the request. A request will not be unreasonably denied. Any approved changes in workload will take effect on July 1 of the following year.
- (d) The Dean cannot request that a Member on a tenure-track appointment or a Member on a limited-term appointment with a Normal Workload move to a Teaching Intensive Workload.

27.7 Balancing Teaching Load Among Members

Subject to Article 27.1(a), the Dean, in consultation with the Chairs/Directors of academic units, will attempt to ensure a reasonably equitable workload among Members within an academic unit and among Members within a Faculty over time. The Chair/Director, after consultation with members of the academic unit, will provide the Dean with a recommendation for an equitable workload within the academic unit. An equitable workload will permit all Members to pursue fairly their research activity. A Member who believes that his/her assigned teaching load 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, Academic and Research will provide the Member with a written response.

27.8 Overload Teaching

- (a) Members cannot be required to teach overload. However, if Members want to teach overload, they require the advanced written approval of the Dean.
- (b) In any academic year (July 1 to June 30), a Member's overload teaching will not exceed the equivalent of two (2) three-credit courses or equivalent for a Member on a Teaching Intensive Workload or a Normal Workload. In any academic year (July 1 to June 30), a Member's overload teaching will not exceed the equivalent of one (1) three-credit course or equivalent for a Member on a Research Intensive Workload. A course is considered overload teaching if it is above and beyond a Member's assigned teaching load as per Article 27.3. Any exceptions to overload maximums require the consent of NUFA.
- (c) In any academic year, Members on a Teaching Intensive Workload who teach overload will receive overload payments.
- (d) In any academic year, Members on a Normal Workload who teach overload will receive overload payments as follows: (i) if they teach three (3) credits, they will receive an overload payment or a credit for a teaching reduction in the following academic year; and (ii) if they teach six (6) credits, they will receive overload payment for two 3-credit courses or overload payment for one 3-credit course and a 3-credit teaching reduction in the following academic year.
- (e) In any academic year, Members on a Research Intensive Workload who teach overload will receive an overload payment or a credit for a teaching reduction in the following academic year.
- (f) In any academic year (July 1 to June 30), the following will not be counted in calculating overload limits for the purposes of Article 27.8(b): Additional Qualification (AQ) courses; Additional Basic Qualification (ABQ) courses; correspondence courses; labs; seminars; tutorials; televised courses; and Centre for Continuing Education (CCE) courses. For these courses, in any academic year, there is no limit on the number of credits which may be taught by a Member on a Teaching Intensive Workload or a Normal

Workload. For these courses, in any academic year, there is a limit of eighteen (18) credits for a Member on a Research Intensive Workload. The teaching of all such courses must first be approved by the appropriate Dean.

- (g) Individualized study courses will be compensated at the University rate with a stipend and will not be considered part of the assigned teaching load and will not be considered overload for the purposes of the calculation of the maximum teaching overload limit. In any academic year, Members will receive compensation for teaching up to eighteen (18) credits of individualized study courses. The teaching of such courses must first be approved by the appropriate Dean. If an individualized study course duplicates the content of a regular course, the individualized study course will not be offered.
- (h) When courses during the academic year, including the Spring/Summer terms, require teaching paid by overload, the Dean will first notify Members of the academic unit of the availability of the course. Upon application, a Member will be given first consideration for the course if it is within his/her area of competency.
- (i) At the request 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.

27.9 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.

27.10 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. No Member will be assigned to develop or to teach an alternative delivery course without the prior written agreement of the Member. In the event that a Member agrees

to develop and/or teach an alternative delivery course, he/she will receive appropriate professional development and technical support assistance.

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

27.11 Teaching in Graduate Programs

Graduate courses (not including theses, major research papers, directed studies courses and/or supervision) will be counted towards a Member's teaching load in the same way that undergraduate courses are counted.

27.12 Reduced Workload with Pro-Rated Pay

- (a) Reduced workload (RW) with pro-rated pay may be granted by the Employer at any time to any Member who applies voluntarily for such status. A Member who wants a RW will notify the Dean in writing prior to October 15. The Member will state the proposed date of commencement of the RW, the number of year(s) of RW, and the percentage of full workload he or she will carry. By November 5, the Dean will inform the Member in writing of the terms of the proposed RW, including a reference to the specific section(s) of the collective agreement which governs RW. By November 20, the Member will write to the Dean indicating his or her acceptance or rejection of the terms of the proposed RW. Failure by the Member to respond by November 20 will constitute rejection of the terms. If accepted by the Member, a copy of the terms of the RW will be sent by the Dean to the Vice President, Academic and Research and the President of the Association by December 5. These dates may be altered by mutual agreement of the parties. All RW arrangements will commence the following July 1.
- (b) The Member may request that the RW arrangement be made permanent. A permanent RW is subject to a career maximum of ten (10) years. A Member on a permanent RW will either retire or otherwise leave the University's employ at the end of the permanent RW.
- (c) The Member may also request a temporary RW arrangement for one or two years, agreed to by the Member and the Employer. A Member whose RW will expire on June 30 may apply to the relevant Dean for an extension(s) of up to two years using the procedure described in Article 27.12(a). After a maximum total of five years, no further extensions will be granted, and a Member will automatically return to full workload.
- (d) Requests for RW will not be unreasonably denied. The RW will not be less than one half (1/2) of the Member's teaching load as defined by Article 27.3. The rights and responsibilities of Members (see Article 18) on RW are the same as Members with a full workload but are carried out on a less than full-time basis.
- (e) A Member on RW will continue as a Member of the Bargaining Unit.

- (f) The Member will continue to participate in all benefit plans as listed in Article 31 at his/her nominal salary, subject to the conditions of any particular plan, and including such cost-sharing arrangements as there specified, except for life insurance, short term disability and long term disability, which will be based on his/her actual (RW) salary.
- (g) For Members in the Nipissing University Pension Plan, contributions will be based on actual (RW) salary or, at the request of the Member, nominal full-time salary, subject to Canada Revenue Agency limitations on pension contributions for time not worked or periods of reduced pay. The University will make its pension contributions on the same basis as the Member.
- (h) A Member on RW will earn sabbatical credits on a pro-rated basis and will be entitled to a sabbatical allowance based on his or her nominal full-time salary.
- (i) A Member on RW will be eligible for tenure and promotion. He/she will earn service towards tenure eligibility on a pro-rated basis or, if the Member chooses, on a full-time basis. In any application for tenure and/or promotion, the timelines for tenure and/or promotion will be adjusted accordingly to reflect the pro-rated nature of the Member's position.
- (j) A Member on RW will be eligible for professional expenses reimbursement (PER) similar to full-time tenured and tenure-track Members.
- (k) A Member on RW will receive such additions to his/her nominal salary as will be implemented as a result of collective bargaining, including Progress Through the Ranks.
- (l) A Member seeking a RW may be represented by the Association at every stage of the discussions concerning such an arrangement.

27.13 Reduced Workload Arrangement for Long-Service Members

- (a) Notwithstanding other provisions of Article 27, 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 workload arrangement. The terms of this reduced workload arrangement are as follows:
 - (i) A Member will be assigned a teaching load of one-half (1/2) his/her teaching workload as defined in Article 27.3 over the remaining period of the Member's service to retirement. If the Member is on a Normal Workload, he/she will alternate between teaching three (3) three-credit courses one year and two (2) three-credit courses the following year. Any such Member will teach three (3) three-credit courses in the first year of the arrangement. Any deviation from this teaching load will occur only at the request of the Member and with the agreement of the Dean.

- (ii) A Member's workload in service and research/scholarly/creative activities will be pro-rated to one half (1/2) the total workload of a full-time Member.
 - (iii) A Member who enters into a special reduced workload 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.
 - (iv) All other terms and conditions of employment will comply with the provisions of Article 27.12, except as superseded by specific provisions of Article 27.13.
 - (v) The notification process for this special reduced workload arrangement will be as per Article 27.12(a). The Member may be fifty-nine (59) years of age at the time of giving notification but must be at least sixty (60) years of age on the July 1 in which the reduced workload will come into effect.
- (b) Once a Member enters into a reduced workload arrangement for long-service Members, that arrangement will not exceed five years.

27.14 Reduced Workload Via Buy-out of Credits

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. The granting or failure to grant such a request is not grievable.

ARTICLE 28: SABBATICALS

28.1 Preamble

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. As such, a sabbatical constitutes a leave from a tenured Member's normal responsibilities of teaching and service to focus on research and scholarship. It is also recognized that the number of sabbaticals 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.

28.2 Years of Full-Time Credited Service

In determining years of full-time credited service at Nipissing University, the following will apply:

- (a) Each year of service at the University accumulated in a tenure-track or tenured appointment, including periods designated as research release time, will count as one year of full-time credited service for a twelve-month sabbatical or a six-month sabbatical.
- (b) In addition, at the time of the initial tenure-track or tenured appointment, a Member will receive credited service under whichever of the following options provides the Member with the largest number of years of credited service:
 - (i) Years of service at Nipissing University accumulated in limited term appointments of at least twelve (12) months will be credited in the same way as years in tenure-track or tenured appointments for the purposes of sabbatical eligibility, up to a maximum of four (4) years credit. An interruption of two or more years in the sequence of limited term contracts will return the cumulative total years of credit to zero; or
 - (ii) Years of service at Nipissing University accumulated in limited term appointments of nine (9) months or more and less than twelve (12) months will be credited in the same way as years in tenure-track or tenured appointments 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 twelve-month sabbatical, while three or more limited term appointments will receive two years of credit for a twelve-month sabbatical or one year of credit for a six-month sabbatical. An interruption of two or more years in the sequence of limited term contracts will return the cumulative total years of credit to zero; or
 - (iii) Years of service equivalent to a full-time academic appointment at Nipissing University and accumulated in appointments of at least twelve (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 (2) years credit toward a twelve-month sabbatical or one (1) year's credit toward a six-month sabbatical.

28.3 Twelve-Month Sabbaticals and Six-Month Sabbaticals

- (a) Each tenured Member will have the right to apply for a sabbatical of twelve months in their sixth year (or more) of full-time credited service at Nipissing University, including years of credited service upon appointment. Notwithstanding this, Members in their sixth year of credited service may

apply for a twelve-month sabbatical in the same academic year that they apply for tenure. In such cases, if a sabbatical is granted, it will be granted on the condition that tenure is granted by April 30. All twelve-month sabbaticals will commence on July 1.

- (b) As an alternative to a twelve-month sabbatical under Article 28.3(a), a tenured Member may apply for a six-month sabbatical in their third year (or more) of full-time credited service at Nipissing University, including years of credited service upon appointment. Notwithstanding this, Members in their third year of credited service may apply for a six-month sabbatical in the same academic year that they apply for tenure. In such cases, if a sabbatical is granted, it will be granted on the condition that tenure is granted by April 30. All six-month sabbaticals will start on either July 1 or January 1 by agreement of the Employer and the Member.
- (c) Notwithstanding Article 28.3(b), 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.
- (d) If a Member on a Normal Workload (3 and 2) takes a six-month sabbatical, the Member will teach three (3) three-credit courses or equivalent during the teaching term. If the Member takes a subsequent six-month sabbatical, the Member will teach two (2) three-credit courses or equivalent during the teaching term. Should the Member elect to take further six-month sabbaticals, the pattern of alternating between teaching three (3) three-credit courses and teaching two (2) three-credit courses will be repeated.
- (e) Any Member on a Normal Workload (3 and 2) who took a six-month sabbatical prior to the signing of this collective agreement, and who taught three (3) three-credit courses or equivalent during the teaching term, will teach two (2) three-credit courses or equivalent during the teaching term if he/she takes a subsequent six-month sabbatical. Should the Member elect to take further six month sabbaticals, the pattern of alternating between teaching three (3) three-credit courses and teaching two (2) three-credit courses will be repeated.

28.4 Criteria and Procedures for Application

Sabbatical applications will be submitted by the Member 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:

- (a) the proposed starting date, the proposed length of the sabbatical and the expected sabbatical allowance level, with a clear indication of which years of full-time credited service are being used to establish the eligibility and the sabbatical allowance level;
- (b) the Member's up-to-date curriculum vitae;
- (c) a Sabbatical Plan, comprising a clear statement of the scholarly or creative purposes and activities of the requested sabbatical and a description of the anticipated outcomes;
- (d) if the applicant's most recent sabbatical was from a university outside Nipissing, a copy of the Sabbatical Report, if one is available; and
- (e) any other documentation or information which the Member wishes to provide.

28.5 Decisions on Sabbatical Applications

- (a) The Dean, in consultation with the Vice-President, Academic and Research, will assess the sabbatical application according to the objectives in Article 28.1. 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 sabbatical has been granted or deferred.
- (b) 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.
- (c) Once a sabbatical application has been approved, deferral of the sabbatical by the University will be for good administrative reason, which will be provided in a written notification from the Dean before March 15. 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) If the University has requested a deferral, at the option of the Member, service during a deferral period will either be credited toward eligibility for 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%.

28.6 Salary and Benefits During Sabbaticals

While on sabbatical, 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 sabbatical, the amount of which will be determined as follows:
 - (i) 85% of nominal salary for a twelve-month sabbatical under Article 28.3(a), based on six or more years of service;
 - (ii) 85% of nominal salary for a six-month sabbatical under Article 28.3(b), based on three or more years of service;
 - (iii) 100% of nominal salary for a six-month sabbatical under Article 28.3(c)(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 28.3(c)(ii), based on six or more years of service with three years of service credited toward the Member's next sabbatical.
- (b) Notwithstanding Article 28.6(a), Members on sabbatical 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 18.6.
- (c) Members on sabbatical 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, 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.

28.7 Sabbatical Report

Within 90 days of return from sabbatical, a Member will submit a report on the sabbatical to the Dean. The report will describe the activities undertaken during the sabbatical and will indicate to what extent the research goals were achieved or modified over the course of the sabbatical. This report will be added to the

Member's file and will be used as part of the assessment of any future sabbatical applications.

28.8 General Provisions

- (a) Where possible, Members on sabbatical may retain the use of their offices, it being understood that the first priority for faculty office space will be for Members not on sabbatical.
- (b) Where possible, after satisfying normal university demands, Members on sabbatical will be entitled to University secretarial and other support services.
- (c) Members will be eligible to apply for and receive promotion during their sabbaticals. If so, they will be expected to comply with the application process as delineated in Appendix L.
- (d) Members have an obligation to return to the service of the Employer for a period of not less than one year following any sabbatical, it being understood that this condition will not apply to a Member whose return from sabbatical 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.

ARTICLE 29: FINANCIAL COMPENSATION

29.1 Setting Starting Salary Rates Upon Appointment

Upon appointment, a Member's initial Step placement on the Faculty Salary Scale will be based on the Member's rank, determined by formal qualifications and a fair assessment of the Member's relevant academic, research and/or professional experience. The rationale for the starting salary will be given in writing to the Member at the time of offer in his/her letter of appointment by the Vice-President, Academic and Research or designate.

29.2 Faculty Salary Scales

- (a) Faculty Salary Scales beginning May 1, 2009; May 1, 2010; and May 1, 2011; are delineated in Appendices D, E, and F respectively. The Scale increases will be as follows:
 - (i) Beginning May 1, 2009 = 3.0%
 - (ii) Beginning May 1, 2010 = 3.0%
 - (iii) Beginning May 1, 2011 = 3.0%
- (b) Upon promotion effective July 1, a Member will move to one of the following, whichever is greater:

- (i) the Base Step in the new rank, or
 - (ii) the Step in the new rank with the next highest salary compared to the salary he/she began receiving on the May 1 prior to the promotion on July 1.
- (c) All increases in salary negotiated as part of this collective agreement will be retroactive to May 1, 2009.

29.3 Progress Through the Ranks

On May 1, 2009; May 1, 2010; and May 1, 2011; each Member's salary will increase by one Step within his/her rank on the Salary Scale (known as Progress Through the Ranks, or PTR) unless the maximum compensation within rank, including the junior increment, has been reached.

29.4 Overload Payments

- (a) Overload payments for one three-credit undergraduate course will be paid as follows:

May 1, 2009	\$5,000
May 1, 2010	\$5,000
May 1, 2011	\$5,000

- (b) Overload payments for one three-credit graduate course will be paid as follows:

May 1, 2009	\$5,300
May 1, 2010	\$5,300
May 1, 2011	\$5,300

29.5 Faculty Compensation for Graduate Research Paper and Thesis Supervision

- (a) Faculty Members who teach in the Master of Education (MEd) program will be compensated for graduate major research paper and thesis supervision as per Article 29.5(b) and (c). Faculty Members who teach outside the MEd program will be compensated for graduate major research paper and thesis supervision as per Article 29.5(i).
- (b) Faculty Members will receive \$1,000 for each MEd major research paper supervision; \$1,500 for each MEd thesis supervision; or teaching release. Members will receive financial compensation when the thesis or major research paper is completed and the grade is submitted.

- (c) For the teaching releases, the following compensation formula will be used:

Thesis (plus)	Major Research Paper	MEd/BEd Teaching Release
4	0	one 3 credit graduate course
3	2	one 3 credit graduate course
2	4	one 3 credit graduate course
1	5	one 3 credit graduate course
0	6	one 3 credit graduate course

- (d) An MEd faculty Member must indicate to the Dean in writing at the time he or she agrees to supervise a thesis or a major research paper whether he or she wishes financial compensation or teaching release for the supervision.
- (e) Each Dean will maintain an up to date file of supervisions for each faculty Member indicating the graduate supervisions that count toward teaching release.
- (f) All thesis or major research paper supervisions used in the application for teaching release must be completed (signed off) or must have a defense date scheduled at the time of the request.
- (g) It is understood that 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. Supervision-based teaching release will not be deferred by the Dean for more than one academic year (July 1 to June 30).
- (h) A Member may receive not more than one supervision-based teaching release in any academic term and not more than two such teaching releases in any academic year (July 1 to June 30). A Member who intends to claim 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 terms. The Dean will respond in writing to the Member within 30 days of receiving the request. Valid requests for teaching release will not be unreasonably denied.
- (i) Outside the Master's of Education program, faculty Members will be compensated for graduate major research paper and thesis supervision in the form of teaching releases. A three-credit teaching release will be received for every combination of theses and/or major research papers supervised, as per Article 29.5(c). Members applying for teaching releases will follow Article 29.5(f) to (h).

29.6 Practice Teaching Supervision in the Faculty of Education

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

29.7 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 reimburse the Member directly upon submission of proof of payment up to the following maximum limits (Canadian dollars):
 - (i) For Members on a limited term contract of less than three (3) years – no support;
 - (ii) For Members on a limited term appointment of three (3) 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 tenure-track 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 from May 1, 2006, onward will be included in the total maximum allowable support stipulated in Articles 29.7(a)(ii) and 29.7(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.

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, including Spring and Summer courses, Directed Studies and Thesis courses, will be according to past practice.

ARTICLE 31: GROUP BENEFITS

31.1 Group Benefits for Active Members up to and Including Age 65

- (a) Group Insurance Benefits for active Members under 65 years of age and active Members who turn 65 years of age before the end of the academic year (June 30) will be those in effect as of May 1, 2009. These benefits are as follows:
 - (i) Life Insurance and Dependent Life Insurance
 - (ii) Long Term Disability Insurance
 - (iii) Short Term Disability Insurance
 - (iv) Extended Health Insurance (including Vision Care)
 - (v) Dental Insurance
 - (vi) Basic Accidental Death and Dismemberment Insurance
 - (vii) Optional Member Life Insurance and Optional Dependent Life Insurance
 - (viii) Voluntary Accidental Death and Dismemberment Insurance

- (b) For Members who are eligible, membership in the group benefit plans listed in Article 31.1(a)(i) through (vi) is compulsory.
- (c) For the purposes of tuition exemption and all group benefits including Extended Health Insurance and Dental Insurance, a spouse will be as defined in Article 1.

31.2 Cost Sharing Arrangements of Group Benefits for Active Members up to and Including Age 65

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

- (a) For Life Insurance and Dependent Life Insurance, 80% of the full premium of the plan in effect on May 1, 2009, 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 Insurance, 80% of the cost of premiums of the plan in effect on May 1, 2009.
- (c) For Short Term Disability Insurance, 80% of the cost of premiums of the plan in effect on May 1, 2009.
- (d) For Extended Health Insurance (including Vision Care), 80% of the cost of premiums of the plan in effect on May 1, 2009.
- (e) For Dental Insurance, 80% of the cost of premiums of the plan in effect on May 1, 2009.
- (f) For Basic Accidental Death and Dismemberment Insurance, 80% of the cost of premiums of the plan in effect on May 1, 2009.
- (g) The cost of premiums for optional units of coverage under Article 31.1(a) (vii) and (viii) will be borne wholly by Members who apply for and are granted such coverage.

31.3 Group Benefits for Active Members Age 65 and Over

- (a) For active Members, beginning July 1 after their 65th birthday, the group benefits under Article 31.1(a)(ii) and (vii) will not be provided. The group benefits under Article 31.1(a)(i) will be provided but will be limited to an amount of coverage equal to nominal annual salary to a maximum of \$125,000. Eligibility for life insurance ends at age 70. All of the other group benefits listed in Article 31.1 will continue in the same manner and under the same conditions as for all other active Members.
- (b) For Members who are eligible, membership in the group benefit plans listed in Article 31.1(a), with noted exceptions in Article 31.3(a), is compulsory.

- (c) For the purposes of tuition exemption and all group benefits including Extended Health Insurance and Dental Insurance, a spouse will be as defined in Article 1.

31.4 Cost Sharing Arrangements of Group Benefits for Active Members Age 65 and Over

The Employer will contribute to the costs of the Benefit Plans listed in Article 31.3 as follows:

- (a) For Life Insurance and Dependent Life Insurance, 80% of the full premium of the plan in effect on May 1, 2009, required to purchase for each Member an amount of coverage equal to his/her nominal annual salary to a maximum of \$125,000.
- (b) For Short Term Disability Insurance, 80% of the cost of premiums of the plan in effect on May 1, 2009.
- (c) For Extended Health Insurance (including Vision Care), 80% of the cost of premiums of the plan in effect on May 1, 2009.
- (d) For Dental Insurance, 80% of the cost of premiums of the plan in effect on May 1, 2009.

31.5 Short Term Disability Insurance

Short Term Disability Insurance is provided to Members for periods up to one hundred and eighty-two (182) days (26 weeks) in order for Members to recuperate from illness, accident or injury, after which the Member will apply for benefits under the University's Long Term Disability Insurance plan. Regardless of the source of basic support (Workplace Safety & Insurance Board or Short Term Disability Insurance plan), the University will add to the Member's compensation so that during the first one hundred and twenty (120) days of illness the total compensation will be one hundred percent (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 periods when a Member is on Short Term Disability.

31.6 Group Benefits for Retired Members Under Age 65

- (a) Members who retire at or after fifty-five (55) years of age, and who have had at least ten (10) years of continuous service at the University, and who were members of the respective Group Insurance Benefit 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 the benefit plans paid for wholly by the Employer:
 - (i) Life Insurance and Dependent Life Insurance;

- (ii) Extended Health Insurance (including Vision Care); and
- (iii) Dental Insurance.

31.7 Benefits for Retired Members Age 65 and Over

- (a) Members who retire on or after May 1, 2009 (that is, Members who retired prior to May 1, 2009, do not qualify), and who are 65 years of age or over and who have had at least ten (10) years of continuous service at the University, will have access to a Health Care Spending Account (HCSA) of \$880 annually (single) or \$1,300 annually (with dependants).
- (b) The HCSA is funded 100% by the Employer. Members must provide receipts for medical, vision, dental and paramedical expenses to the insurance carrier. Unused funds in an HCSA will be carried forward to a maximum of one (1) year subject to Canada Revenue Agency (CRA) regulations.

31.8 Benefits for All Retired Members

- (a) Members who retire at or after fifty-five (55) years of age, and who have had at least ten (10) years of continuous service at the University, will continue to have access to the following services: an e-mail account; Library borrowing privileges; and athletic facilities on the same basis as active Members. A Nipissing University Retiree ID card will be issued to all retired Members.
- (b) The Employer agrees to allow Members who retire to purchase the computer and peripheral equipment from their office at a pro-rated depreciation of 25% per year.

31.9 Reductions and Additions to Benefit Levels or Coverage

No reductions or additions will be made in respect to the benefit levels or coverages for Life Insurance and Dependent Life Insurance, Long Term Disability Insurance, Short Term Disability Insurance, Extended Health Insurance, and Dental Insurance listed herein except as a result of agreement between the Employer and the Association or as may be required by legislation.

31.10 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. The Employer agrees to share available benefits information with the Pension and Benefits Advisory Committee.

31.11 Group Benefits and HCSA Information for Active and Retired Members

- (a) 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.
- (b) Within thirty (30) days of a Member's retirement, the Employer will send him or her the appropriate information regarding the Health Care Spending Account (HCSA) or early retiree (age 55 to 65) group benefits.

31.12 Tuition Exemption

- (a) A Member, his or her spouse and dependent(s) is (are) eligible for tuition exemption for grant eligible undergraduate 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 undergraduate 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's spouse and dependent(s) is (are) eligible for tuition exemption for grant eligible full-time only Master's level courses, subject to the enrolment cap in the course.
- (d) A Member receiving benefits under the Long Term Disability Insurance plan and his or her spouse and dependent(s); the spouse and dependent(s) of a Member who dies while an active or a retired Member; and a Member who retires from Nipissing University and his or her spouse and dependent(s), will also continue to enjoy the benefits of tuition exemption for grant eligible credit courses.

31.13 Athletic Facilities

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

31.14 Continuous Service

For the purposes of this Article, continuous service at the University is not interrupted by any sabbatical taken under Article 28 or any leave or authorized absence taken under Article 35.

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, 2009, will continue for the term of this Agreement. This defined contribution plan requires a Member contribution of 9% of annual salary, less the 2001 Canada Pension Plan (CPP) 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** Each year the University will present up to five (5) Research Achievement Awards, each valued at \$5,000. The awards recognize the meritorious research achievements of full-time faculty Members at Nipissing University.
- 33.2** The award is available to the recipient as a research grant for a period of up to five years, as long as the Member remains a full-time employee of Nipissing University. Unspent funds revert to the University if the Member leaves the institution.
- 33.3** Awards are available to tenured or tenure-track faculty Members only. Eligible candidates must have served at least three years as a full-time faculty Member at Nipissing University. 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 awards.

- 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 from Members. Nominations must be submitted to the Vice-President, Academic and Research by October 15. Nominators are not expected to provide a letter of reference for nominees. The Vice-President, Academic and Research will ascertain whether nominees wish to be considered as candidates. All candidates for the award will submit the following to the Vice-President, Academic and Research by October 31:
- (i) A curriculum vitae listing the total volume of the candidate's scholarship, including publications, grants, and contracts;
 - (ii) A brief (up to 500 words) statement of the case why the candidate is deserving of the award; and
 - (iii) Any other information the candidate wishes to provide.
- 33.5** The Vice-President, Academic and Research will, by November 30, convene a meeting of the Research Achievement Awards Committee to consider candidates. Based on the information provided in Article 33.4, this Committee will rank the candidates in order of merit. This Committee will select the award recipients (up to five [5]) by December 15. It is 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 of the Committee will consist of two (2) distinguished faculty researchers, with no more than one from any 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** If the Committee requires clarification on a matter, applicants will provide information, in addition to that provided under Article 33.4, upon request by 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 fifth year following the year in which the previous award was received. If the Member has held an award, the focus of the Committee's consideration 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) teaching release. The one-half course teaching release will be subject to the approval of the appropriate Dean and the Dean's ability to find a suitable replacement for the Member.

ARTICLE 34: PROFESSIONAL EXPENSES REIMBURSEMENT

- 34.1** Each Member may submit expense claims for reimbursement of eligible Professional Expenses (PER) on an annual basis (May 1 to April 30) up to the maximum amounts indicated in Article 34.2, 34.3 and 34.4.
- 34.2** For Members who are tenure-track or tenured, or on limited term appointments of twelve (12) months or more, the maximum value of the PER will be \$1,800 as of May 1, 2009.
- 34.3** Limited Term Appointments of ten (10) months will receive a prorated PER.
- 34.4** Limited term appointments of five months (hired under the terms of Article 20.2[e]) will receive a PER of \$400.
- 34.5** On May 1 each year, unspent amounts in a Member's PER account will be carried over provided that the Member's total PER account does not exceed two (2) years' entitlement. On May 1 each year, a balance in excess of two (2) years' entitlement will revert back to the University.
- 34.6** 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:
- (a)** 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;
 - (b)** Registration fees for attendance at scholarly conferences, seminars, workshops and similar activities;
 - (c)** Membership fees for professional and/or learned societies related to the Member's discipline, research or scholarly and teaching activities;
 - (d)** Equipment and supplies;
 - (e)** Books and subscriptions to professional and/or scholarly journals; and
 - (f)** Page charges, reprint and reproduction charges, and the costs incurred in the preparation and completion of scholarly manuscripts, for charges and costs not covered by Research Services' Special Request for Publication Support.
- 34.7** 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.

- 34.8** 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.
- 34.9** 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.
- 34.10** Upon cessation of employment with the University, including upon retirement, any unused portion of a Member's PER reverts back to the University.
- 34.11** 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.
- 34.12** Members may 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.

ARTICLE 35: LEAVES AND AUTHORIZED ABSENCES

35.1 Leave of Absence Without Pay

- (a)** Leave of absence without pay may be granted to a Member by the Vice-President, Academic and Research on recommendation from the Dean. The granting of a leave of absence without pay will not be unreasonably denied.
- (b)** Leave of absence without pay will normally be granted on a year-by-year basis but will not, except by agreement between the Employer and the Member, normally exceed two (2) consecutive years except for Public Office Leave as provided for in Article 35.3. Leave will not normally be granted for a Member to take full-time employment elsewhere if the term of employment extends beyond the term of the leave of absence.
- (c)** A leave of absence without pay will normally commence on July 1 or January 1. Applications will be sent to the Dean by March 1 for a leave commencing on July 1 and September 1 for a leave commencing on January 1. The Employer will inform the Member in writing prior to April 15 for a leave commencing on July 1 or prior to October 15 for a leave commencing on January 1 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 (noted in Article 35.1[d]) for acceptance or rejection of the said terms and conditions.

- (d) The Member will not be deemed to have accepted the terms of the leave of absence until he/she has so notified the Vice-President, Academic and Research in writing. Failure to accept the terms of leave by October 31 for a leave commencing on January 1 or April 30 for a leave commencing on July 1 will be deemed to constitute non-acceptance.
- (e) An application for extension of a leave of absence without pay will be made in writing to the Dean at least four months before the approved leave is scheduled to end. The Dean will reply to the Member within three weeks of receiving the application.
- (f) The deadlines for an application for a leave of absence without pay, and the deadlines for an extension of a leave, may be waived by agreement of the parties.
- (g) A Member on leave of absence without pay will continue as a Member of the bargaining unit.
- (h) While a Member is on leave of absence without pay, the Employer will not contribute towards the Member's benefits. However, if the Member wants his/her coverage to continue, except for short-term disability and long-term disability, the Employer will permit and facilitate such coverage with the Member paying the applicable premiums.
- (i) Upon return from leave of absence without pay, the Member will be reinstated at the Member's current rank and at his/her former salary plus scale increases applicable to his/her salary rank.
- (j) When a leave is 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.

35.2 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 35.1, and Article 27.12 (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.

35.3 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.

35.4 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.

35.5 Sick Leave

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

- (c) When the sick leave exceeds fourteen (14) consecutive calendar days, the Member will notify the Dean of his/her probable date of return to work. The Employer may require the Member to be examined by a physician who will present medical certification to the Employer for the purpose of evaluating the Member's fitness to return to work.
- (d) Sick leave benefits for any period of absence which follows a notice of resignation of employment are not payable unless the Member presents to his/her Dean an acceptable medical certification from a physician of his/her illness, accident, or injury.
- (e) Medical certificates presented under Articles 35.5 (b), (c) and (d) will not disclose any information respecting the diagnosis of the condition giving rise to the Member's absence from duties without the Member's written consent.
- (f) Sick leave benefits are not cumulative and cannot be reimbursed (exchanged for cash) upon termination of employment or at any other time.
- (g) When a Member requires sick leave longer than thirty (30) consecutive calendar days, the Member must apply for Short-Term Disability Insurance. A claim for Short-Term Disability Insurance must be received by the University's insurance carrier within thirty-one (31) calendar days after the first date of illness, accident, or injury. In making a claim, a Member will provide satisfactory medical proof of his/her illness, accident, or injury to the University's insurance carrier to qualify for and substantiate ongoing entitlement to Short-Term Disability Insurance. The provisions of Short-Term Disability Insurance are listed in Article 31.

35.6 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.

35.7 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.

35.8 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.

35.9 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 commencement date and duration of such leave as early as possible, it being understood that the commencement date may change.
- (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, 2009, 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 (EI) 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 35.11(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 Adoption Leave (Article 35.9[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 35.11(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 (EI) 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 35.11(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.

35.10 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.

35.11 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.

35.12 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.

35.13 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. Members not on leave who have assigned teaching duties require the authorization of the Dean prior to any absence.
- (b) Members are not required to be present on campus to fulfill their workload obligations whenever another location is more appropriate for that purpose and absence from campus does not conflict with obligations under 35.13(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 36: RESIGNATION AND RETIREMENT

36.1 Resignation

Members will give notice of their intention to resign as early as possible, and usually at least two (2) months in advance of the planned date of resignation. Letters of resignation, stating the intended date of resignation, will be addressed to the Vice-President, Academic and Research, with copies sent to the relevant

Dean and the Chair/Director of the academic unit. Resignations will normally take effect on June 30 or December 31, unless otherwise agreed to in writing by the Member and the Vice-President, Academic and Research.

36.2 Retirement

Members retiring will give notice to the appropriate Dean of their intention to retire normally not later than six (6) months in advance of their proposed retirement date, which will be June 30 or December 31.

ARTICLE 37: INTELLECTUAL PROPERTY

37.1 Ownership of Intellectual Property

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

37.2 Protection of Intellectual Property

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

37.3 Income Generated From Intellectual Property

- (a) All net income resulting from intellectual property (except copyright) developed in the course of a Member's employment, which has not been funded by an external sponsor, will be divided as follows:
 - (i) When a Member at his or her sole discretion and his or her own expense has registered the intellectual property (for example, as a patent or a trademark) and has assumed the costs of the commercial exploitation of the intellectual property, the University will receive ten (10) percent of net income each year and the Member will receive ninety (90) percent of net income each year; or
 - (ii) When the University at its own expense has registered the intellectual property (for example, as a patent or a trademark) and has assumed the costs of the commercial exploitation of the intellectual property, the University will receive fifty (50) percent of net income each year and the Member will receive fifty (50) percent of net income each year.
- (b) For the purposes of dividing income under Article 37.3(a), income will be net income (gross income less all expenses). For the purposes of calculating net income, expenses include all direct costs incurred by the University or the Member and paid or owed to an arms-length third party for obtaining and maintaining statutory protection for the intellectual property, developing a prototype for the intellectual property, and exploiting the intellectual property for commercial gain. Expenses will not include any costs for time spent by the Member or by University employees in activities involving the commercial exploitation of intellectual property.
- (c) Any net income received by the University as a consequence of the exploitation of intellectual property under Article 37.3(a) will be distributed as follows:
 - (i) Sixty (60) percent will support general research and scholarly activities at the University and will be managed and allocated through the Nipissing University Research Council (NURC) granting process; and
 - (ii) Forty (40) percent will go into general revenue.
- (d) All net income resulting from copyright accrues to the Member, except in cases where the University has specifically commissioned the Member to produce a work that falls outside the Member's research/scholarly/creative activities, service, and assigned teaching workload as defined by this agreement. In such cases, the division of net income is determined by the terms of the contract between the University and the Member.
- (e) The University will receive no income from a Member's intellectual property that is developed outside the course of the Member's employment and which does not arise from University supported activities. University supported activities do not include the payment of salary to the Member

and the provision of a normal academic environment in which to work. University supported activities do include the use of University funds, designated research facilities, and more than nominal assistance from support/technical personnel.

37.4 Contracts with External Sponsors

- (a) Members will conduct research with an external sponsor under the terms of a contract between the external sponsor and the University. External sponsors include, but are not limited to, universities, government bodies, non-governmental organizations, individuals, and corporations (or consortia of the aforementioned) that are not directly affiliated with Nipissing University.
- (b) The University may, at a Member's request, or with a Member's permission, enter into a contract with an external sponsor on the Member's behalf which may involve the creation of intellectual property and/or an application to register intellectual property. The terms of the contract will be subject to the approval of the Member, the University and the external body. Within twenty (20) working days of its signing, a copy of any such contract will be given by the University to the Association.
- (c) The contract will specify the extent to which the Member, the University, the external sponsor, and any other participants share in the ownership of any intellectual property created under the contract, and will specify which party or parties will have the right to protect the intellectual property and exploit it for commercial gain. The contract will not alter the Member's intellectual property rights as stated in this Agreement without the written consent of the Member.
- (d) The contract will specify how any net income generated from intellectual property will be divided between the Member, the University and the external sponsors.
- (e) The contract will specify any period of time that must elapse before any of the participants in the contract can publish or otherwise disclose any intellectual property created under the contract. Such period of time will not exceed six (6) months from the conclusion of a research project to allow for the statutory protection of intellectual property.
- (f) The contract will contain a provision that gives Members a right to publicly disclose information about risks to research participants, risks to the general public, or threats to the public interest that become known in the course of conducting their research.
- (g) In exercising any right under Article 37.4, Members will be responsible for ensuring compliance with any applicable law addressing the collection and dissemination of personal information.

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

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

37.6 License for the University's Internal Use

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

37.7 Reporting Information to the Association

By October 31 each year, the University will provide the Association with a complete summary accounting of the income and expenses over the last fiscal year, if any, related to the exploitation of intellectual property (as per Article 37.3). The Association will have access to information under the University's control required to verify compliance with this Article.

37.8 Member or Former Member Death and Transfer of Rights

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

37.9 Dispute Resolution

Any dispute between Members and the University which arises solely from the application of the provisions of this Article will be referred to the Joint Committee on the Administration of the Agreement (JCAA). Discussions at the JCAA may continue for a maximum of thirty (30) days after the referral of the dispute. If the dispute is not resolved by the JCAA, the University or the Association may submit the dispute to arbitration. If the dispute proceeds to arbitration (Article 39.7[c]), the arbitrator will be appointed in accordance with Article 39.8, with the addition that he or she should be qualified by education and training to rule on the particular matter under dispute, and the arbitrator will agree that his or her decision will be delivered in writing within sixty (60) days of the completion of the hearing, unless the parties agree otherwise.

ARTICLE 38: GRANTS AND CONTRACTS FOR RESEARCH AND CREATIVE ACTIVITY

- 38.1** (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) If the Employer is required to administer the grant or contract, the Member must give written notice to the Office of Research Services and Graduate Studies prior to submitting the application and receive written approval from this Office that the Member is eligible to apply for the grant or contract and that the University agrees to administer the grant or contract.
- (c) Ordinary consulting contracts are not regulated by this Article.
- 38.2** Where a contract calls for the performance of work on Employer premises, the contract will be between Nipissing University and the funding agent.
- 38.3** 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.
- 38.4 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) A Member who is the grantee of a grant or contract not administered by the Employer which is of the type described in Article 38.1(a) will promptly report to the Employer the source, amount, budget summary and purpose of any grant or contract not administered by the Employer. The Employer may seek to attract or distribute outside matching funds or related formula financing, if available.
- (c) Notwithstanding Article 38.4(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.
- (d) In all cases, the Member agrees to carry out his/her research in a manner that complies with University research policies and procedures and Article 17.3(b).
- 38.5 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, including over-expenditures for which he/she is responsible, 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 Vice-President, Finance and Administration.
- (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 39: GRIEVANCES AND ARBITRATION

- 39.1** (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.
- 39.2** (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.
- 39.3** 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.
- 39.4** 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.

39.5 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.

39.6 Informal Stage for Member Grievances

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

39.7 Formal Stages

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

- (i) If a grievance is not resolved at the Informal Stage, the Association may, within twenty (20) working days of receiving the reasons for the

non-resolution, file a written grievance. The grievance will be signed by the Member.

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

(b) Step 2: Mediation

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

39.8 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.

39.9 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.

39.10 Association Grievances

Association Grievances will follow the procedures beginning with Article 39.7(a)(ii).

39.11 University Grievances

- (a) Step 1 of a University Grievance will be in writing and will set forth the information listed in Article 39.7(a)(ii), except 39.7(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 39.7(b)(ii).

39.12 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.

39.13 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.

39.14 Expenses

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

39.15 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 40: DISCIPLINE

40.1 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.

40.2 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.

40.3 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) 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. 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.

40.4 Investigations

- (a) Any alleged behaviour 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 of alleged behaviour, the Vice-President, Academic and Research or the Member's Dean will:
 - (i) communicate to the Member within ten (10) working days of the receipt of the concern(s), with confidentiality safeguards where appropriate, and provide the Member with an opportunity to respond to the concern(s), 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 behaviour;
 - (iii) notify the Member as promptly as is practicable if an investigation is to be conducted, including the reasons for and the nature of the investigation being undertaken; and
 - (iv) inform the Member of any results of that investigation within ten (10) working days of such results being known.
- (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.

40.5 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.

40.6 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.

40.7 Grieving Disciplinary Measures

- (a) All disciplinary measures are grievable. In all cases, the burden of proof is upon the Employer.
- (b) Article 39.14 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.

40.8 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 the 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.

40.9 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 40.4 will be destroyed within one week of the parties agreeing that the complaint has not been substantiated.

40.10 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.

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

ARTICLE 41: ELECTION, REMOVAL, AND RESIGNATION OF CHAIRS

41.1 Election of Chairs

A Chair will be elected in every Department within the Faculty of Arts and Science, every Division within the Faculty of Education, and the Master of Education Committee.

41.2 Chairs will be elected by Members of their academic unit for a period of two years commencing July 1 according to the following process:

- (a) By February 28 in the final year of a Chair's term, the Dean will issue a call for nominations for Chair. Any Member of the academic unit may nominate one or more tenured or tenure-track Members of the academic unit to be Chair. A Member cannot nominate himself or herself. The deadline for nominations is March 31. If more than one candidate is nominated for the position, an election will be held as per this Article. If there is only one candidate nominated for the position, no election takes place and the Member is acclaimed.
- (b) By April 7, when an election is required, the Dean will call a meeting of the academic unit to be held normally between April 15 and May 15. The Dean will not attend this meeting. A volunteer from the academic unit who is not seeking election will chair the meeting and ensure that all rules and procedures are followed.
- (c) Those eligible to vote in elections for Chairs are all FASBU Members in the academic unit and a maximum of two CASBU representatives, if that academic unit employs CASBU members. The CASBU representatives will be chosen by members of CASBU who are employed in the academic unit. Where practicable, 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.
- (d) In the case of an election with more than two candidates where 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.
- (e) Voting by secret ballot will begin at the meeting called by the Dean and continue over a period of five working days. An administrative assistant in the Dean's office will distribute, collect and count the ballots during the election with the volunteer chair and the Dean confirming the count. Members may vote in person or by email to the administrative assistant. The Dean will send an email to all eligible Members of the academic unit announcing the name of the winning candidate. The vote count will remain confidential.
- (f) In all cases, in the event that no tenured or tenure track candidate is willing to stand for election, the Dean will appoint an interim Chair by April 30 for a term of one (1) year (July 1 to June 30).

41.3 Removal of Chairs

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

- (a) At least two eligible voting members of the academic unit must express their concerns in writing to the appropriate Dean and request a review of the Chair.
- (b) The Dean will then convene a meeting of the relevant academic unit, 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 academic unit freely and without restriction.
- (c) Once all views have been heard, the Dean will conduct a vote, as per Article 41.2(e), regarding the continuation of the Chair. The Chair will continue in his/her capacity as Chair if he/she receives a majority of votes in favour.
- (d) If the Chair is removed by this process, the Dean of the academic unit will issue a call for nominations within two (2) weeks of the vote in Article 41.3(c). Procedures for this election will follow Articles 41.2(a) to 41.2(f), and will replicate their time frames, in order to elect or appoint an interim Chair to complete the interrupted term.

41.4 Resignation of Chairs

- (a) Any Chair who resigns his/her position as Chair must submit a letter of resignation to the appropriate Dean. Within two (2) working days of receipt of the letter, the Dean will inform the academic unit in writing of the Chair's resignation.
- (b) The Dean will follow the process for nominations and electing a new Chair, as per Article 41.3(d). If the circumstances that caused a Chair to resign change following the submission of the letter of resignation, that Member may stand as a candidate in the election if nominated. There is no provision for automatic reinstatement of a Chair who resigns.
- (c) Unless circumstances do not permit, a Chair who resigns will provide at least two (2) weeks notice of his/her resignation and will assist in the transition to a new Chair.

ARTICLE 42: DUTIES OF CHAIRS AND GRADUATE PROGRAM COORDINATORS

42.1 Duties of Chairs

For academic units with a Chair, the duties of the Chair are to:

- (a) Work with and assist the Dean in the orderly, effective and efficient operation of the academic unit, including informing the Dean of faculty needs;

- (b) Practice collegial decision-making, including observing Senate regulations; calling and organizing meetings of the academic unit; circulating agendas prior to meetings; arranging for minutes of meetings to be taken, circulated and approved; allowing for the presentation of formal motions, discussions and votes; and where required, moving recommendations forward to the appropriate Faculty or University committees. Meetings of the academic unit will be held at least four times during the academic year, with at least two meetings in each of the Fall and Winter terms;
- (c) Represent the academic unit's interests in administrative matters. In cases where Members are divided on a particular matter, the Chair will, after appropriate discussion at a meeting, represent the majority view of the academic unit;
- (d) Inform Members of the relevant business conducted and decisions made at meetings where the Chair represents the academic unit, and ensure effective communication both within the academic unit and with other relevant academic units;
- (e) Provide input to the Dean on the annual budget for all programs and operations housed in the academic unit;
- (f) Provide leadership in the development of proposals for curricula and academic regulations for programs housed in the academic unit;
- (g) Work with and assist the Vice-President, Academic and Research and the Dean in preparing the required documentation for reviews of all programs in the academic unit, while involving the academic unit in the review process;
- (h) Work with the Dean and academic unit Members to produce an annual draft course timetable;
- (i) Take an active role on search committees in the academic unit for FASBU and CASBU positions and relevant staff positions;
- (j) Maintain effective communication with students in the academic unit's courses and programs; involve them in academic unit activities and discussions, where appropriate; and respond expeditiously to student issues and concerns; and
- (k) Perform other reasonable duties in connection with the administration of the academic unit as the appropriate Dean may assign, as long as these duties do not conflict with the Chair's status as a Member of the Bargaining Unit.

42.2 Duties of Graduate Program Coordinators and the MEd Chair

- (a) Graduate programs are typically administered by a Graduate Program Committee which is chaired by a Graduate Program Coordinator, or the MEd Chair in the case of the MEd program. Members of a Graduate Program Committee elect the Committee's Chair.

- (b) Graduate Program Coordinators and the MEd Chair organize and chair their respective Graduate Program Committees. They assist graduate students in their programs and work with the academic administrator of Graduate Studies and the relevant Faculty Dean to ensure that the graduate regulations, policies and procedures as approved by Senate are followed. In addition to the aforementioned, the duties of the MEd Chair include those listed in Article 42.1.

ARTICLE 43: SCHEDULING OF COURSES

43.1 Scheduling of Courses Except in the Faculty of Education, Consecutive Program, and Collaborative Programs

- (a) By November 1 of each year, Chairs and Directors, after consultation with Members of their relevant academic units, will submit to the appropriate Dean draft loading sheets that include a list of courses to be offered by their academic units in the Fall and Winter terms of the following academic year; scheduling requirements, including the delivery pattern; any special room requirements needed for each course section; and any Members' requests for accommodation (with rationale) to their course schedule.
- (b) By November 30 of each year, the Dean, in consultation with his or her Chairs and/or Directors, will review and approve the draft loading sheets to ensure that all program and student requirements are accommodated. After November 30, the Dean will send the draft loading sheets to the Registrar's Office for review.
- (c) By December 20 of each year, the Registrar's Office will return to Chairs and Directors draft loading sheets for a final consultation with Members of their academic units. Between December 20 and January 20, the Dean may receive from Chairs/Directors additional requests for accommodation of Members (with rationale).
- (d) By January 20 of each year, Chairs and Directors outside the Faculty of Education will submit draft loading sheets to the Dean. The Dean will sign off and submit to the Registrar's Office the final loading sheets.
- (e) After January 20 of each year, a course timetable will be prepared by the Registrar and the Deans using the loading sheets.
- (f) By March 15 of each year, the Registrar's Office will publish the final course timetable.

43.2 Scheduling of Courses in the Faculty of Education, Consecutive Program

- (a) By January 20 of each year, Chairs in the Faculty of Education will submit draft loading sheets to the Dean. The Dean will sign off and submit to the Registrar's Office the final loading sheets.

- (b) By May 15 of each year, the Dean, after consultation with Members of the Faculty who teach in the Consecutive program, will submit to the Registrar's Office draft loading sheets that include a list of courses offered in the Fall and Winter terms; scheduling requirements, including the delivery pattern; any special room requirements needed for each course section; and any Member's requests for accommodation (with rationale) to their course schedule.
- (c) After June 1 of each year, a course timetable will be prepared by the Registrar and the Dean using the loading sheets.
- (d) By June 30 of each year, the Registrar's Office will publish the final course timetable.

43.3 Scheduling of Courses in Collaborative Programs

Collaborative programs with outside institutions are exempted from this Article.

- 43.4** In the process of drafting the loading sheets (Articles 43.1 and 43.2), each Dean will make reasonable effort to meet Members' requests for accommodation, but such requests are not guaranteed and scheduling requirements may result in Members' requests not being met. The Deans' decisions with regard to such requests will be final.
- 43.5** While every reasonable effort will be made to keep to the deadline dates noted in Articles 43.1 and 43.2, extenuating circumstances may result in delays. Every effort will be made by both parties to keep such delays to a minimum.
- 43.6** Any change in a Member's schedule after June 1 (or August 1 in the Faculty of Education, Consecutive Program) 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 scheduling process will be reviewed annually by the Deans in consultation with their Chairs/Directors.

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 39 with the exception that the grievance will

commence with the Vice-President, Academic and Research, as per Article 39.7(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** Senate was 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. Senate approved the procedure for program redundancy established in this Article on 18 May 2007.

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 May 1, 2009, to April 30, 2012.
- 49.2** If the parties have not ratified a new collective agreement on or before April 30, 2012, 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 39.8

Kevin Burkett

Jane Devlin

Pamela Picher

Owen Shime

William Kaplan

Paula Knopf

Howard Brown

Richard McLaren

APPENDIX C

LETTER OF AGREEMENT

SPECIAL JOINT COMMITTEE ON LANGUAGE INSTRUCTOR POSITIONS

- (a)** The parties agree that the President of the University and the President of the Association will strike a Special Joint Committee (SJC) within ninety (90) days after the signing of this collective agreement. The purpose of the SJC will be to write a report which contains recommendations to the parties on the terms and conditions of work for Language Instructor positions. The report will address, though it is not limited to addressing, the following matters:
 - (i)** definition of "Language Instructor";
 - (ii)** length of contracts;
 - (iii)** renewability of contracts;
 - (iv)** evaluations/formal reviews;
 - (v)** initial salary grid placement;
 - (vi)** teaching workload (number of courses);
 - (vii)** other workload duties;
 - (viii)** maximum number of course preparations;
 - (ix)** maximum student enrolment per course;
 - (x)** financial compensation; and
 - (xi)** list of eligible courses that may be taught.
- (b)** The SJC will include three (3) members appointed by the President of the University and three (3) members appointed by the President of the Association. The SJC will be co-chaired by one of the University's appointees and one of the Association's appointees, as identified by the two Presidents.
- (c)** The SJC will undertake wide consultation with their stakeholder groups.
- (d)** Every effort will be made to achieve consensus at the SJC. The Committee will make a report to the President of the University and the President of the Association and will include a discussion of areas of agreement and areas, if any, where the parties were not able to agree. The SJC will endeavour to complete its report by June 30, 2010.
- (e)** Neither party is bound by any recommendations contained in the SJC report.

APPENDIX D**FACULTY SALARY SCALE EFFECTIVE MAY 1, 2009**

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 100,924	\$ 83,204	\$ 64,396	\$ 49,609
1	\$ 104,104	\$ 85,809	\$ 66,833	\$ 51,702
2	\$ 107,284	\$ 88,414	\$ 69,270	\$ 53,795
3	\$ 110,464	\$ 91,019	\$ 71,707	\$ 55,888
4	\$ 113,644	\$ 93,624	\$ 74,144	\$ 57,981
5	\$ 116,824	\$ 96,229	\$ 76,581	\$ 60,074
6	\$ 120,004	\$ 98,834	\$ 79,018	\$ 62,167
7	\$ 123,184	\$ 101,439	\$ 81,455	\$ 64,260
8	\$ 126,364	\$ 104,044	\$ 83,892	\$ 66,353
9	\$ 129,544	\$ 106,649	\$ 86,329	\$ 68,446
10	\$ 132,724	\$ 109,254	\$ 88,766	
11	\$ 135,904	\$ 111,859	\$ 91,203	
12	\$ 139,084	\$ 114,464		
Jl	\$ 139,584	\$ 114,964	\$ 91,703	\$ 68,946
Increment Value	\$ 3,180	\$ 2,605	\$ 2,437	\$ 2,093

Scale Adjustment on May 1, 2009 = 3%

APPENDIX E**FACULTY SALARY SCALE EFFECTIVE MAY 1, 2010**

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 103,952	\$ 85,700	\$ 66,328	\$ 51,097
1	\$ 107,227	\$ 88,383	\$ 68,838	\$ 53,253
2	\$ 110,502	\$ 91,066	\$ 71,348	\$ 55,409
3	\$ 113,777	\$ 93,749	\$ 73,858	\$ 57,565
4	\$ 117,052	\$ 96,432	\$ 76,368	\$ 59,721
5	\$ 120,327	\$ 99,115	\$ 78,878	\$ 61,877
6	\$ 123,602	\$ 101,798	\$ 81,388	\$ 64,033
7	\$ 126,877	\$ 104,481	\$ 83,898	\$ 66,189
8	\$ 130,152	\$ 107,164	\$ 86,408	\$ 68,345
9	\$ 133,427	\$ 109,847	\$ 88,918	\$ 70,501
10	\$ 136,702	\$ 112,530	\$ 91,428	
11	\$ 139,977	\$ 115,213	\$ 93,938	
12	\$ 143,252	\$ 117,896		
Jl	\$ 143,752	\$ 118,396	\$ 94,438	\$ 71,001
Increment Value	\$ 3,275	\$ 2,683	\$ 2,510	\$ 2,156

Scale Adjustment on May 1, 2010 = 3%

APPENDIX F**FACULTY SALARY SCALE EFFECTIVE MAY 1, 2011**

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 107,071	\$ 88,271	\$ 68,318	\$ 52,630
1	\$ 110,444	\$ 91,034	\$ 70,903	\$ 54,851
2	\$ 113,817	\$ 93,797	\$ 73,488	\$ 57,072
3	\$ 117,190	\$ 96,560	\$ 76,073	\$ 59,293
4	\$ 120,563	\$ 99,323	\$ 78,658	\$ 61,514
5	\$ 123,936	\$ 102,086	\$ 81,243	\$ 63,735
6	\$ 127,309	\$ 104,849	\$ 83,828	\$ 65,956
7	\$ 130,682	\$ 107,612	\$ 86,413	\$ 68,177
8	\$ 134,055	\$ 110,375	\$ 88,998	\$ 70,398
9	\$ 137,428	\$ 113,138	\$ 91,583	\$ 72,619
10	\$ 140,801	\$ 115,901	\$ 94,168	
11	\$ 144,174	\$ 118,664	\$ 96,753	
12	\$ 147,547	\$ 121,427		
Jl	\$ 148,047	\$ 121,927	\$ 97,253	\$ 73,119
Increment Value	\$ 3,373	\$ 2,763	\$ 2,585	\$ 2,221

Scale Adjustment on May 1, 2011 = 3%

APPENDIX G

LETTER OF AGREEMENT

INTELLECTUAL PROPERTY POLICY

- (a) The parties agree that the President of the University and the President of the Association will strike a Special Joint Committee (SJC), within forty-five (45) days after the signing of this collective agreement. The purpose of the SJC will be to develop and recommend to the Board and Senate an Intellectual Property Policy applicable to the entire University community. The SJC will include three (3) members appointed by the President of the University and three (3) members appointed by the President of the Association. The SJC will be co-chaired by one of the University's appointees and one of the Association's appointees, as identified by the two Presidents.
- (b) The SJC will undertake wide consultation with the various stakeholder groups, in particular with the Nipissing University Research Council (NURC). The NURC will review the penultimate draft of the Policy and may make recommendations to the SJC.
- (c) The SJC will approve the draft Policy. Every effort will be made to achieve consensus at the SJC. At the very least, the recommended Policy will require the support of a majority (i.e., at least four) of the SJC's members.
- (d) The SJC will present the draft Intellectual Property Policy to the Senate and the Board for their approval. The parties agree that after the Policy is approved, it may be amended from time to time by approval of the Senate and the Board. A clause to this effect will be noted at the end of the policy.
- (e) The Intellectual Property Policy will give guidance to members of the University community and individuals otherwise employed or contributing to the development of intellectual property at the University. The Policy may include, but will not be limited to:
 - (i) contracts between Members and the University for the commercial exploitation of patents;
 - (ii) contracts between Members and the University for creating copyrighted works;
 - (iii) how intellectual property rights should be shared between Members; between Members and colleagues at other institutions; and between Members and other collaborators including, but not limited to, research assistants, lab technicians, and postdoctoral fellows;
 - (iv) the production of multimedia instructional materials; and
 - (v) Members' web sites.
- (f) The parties endeavour to have the new Policy approved within eighteen (18) months after the signing of this collective agreement.

- (g) The collective agreement that is signed after the Intellectual Property Policy has been approved will make reference to the Policy in a new clause at the end of Article 37 (Intellectual Property).
- (h) The following clauses have been agreed to in principle by the University and NUFA and will be included in the appropriate section(s) of the Intellectual Property Policy. The following clauses are subject to modification during the development of the policy:
 1. Intellectual property may be created in team or collaborative research by academic personnel including, but not limited to, research assistants, undergraduate and graduate students, postdoctoral fellows, instructors, and lab technicians.
 2. When intellectual property is created collaboratively, criteria for acknowledgement of contributions (such as issues of first author, order of names, and type of acknowledgement) should be established in writing as early as possible in the collaborative process by members involved in the research. The written agreement should be filed with the office of the Vice President, Academic and Research.
 3. The terms of ownership and access to data should be clarified in team or collaborative research. Students cannot automatically expect exclusive ownership of data gathered for research projects performed under the direction of a Faculty Member. The rules and procedures for the use of data should be established in writing as early as possible in the collaborative process by members involved in the research, including team members who have left a team or the University, or team members who joined a research project already in progress. The written agreement should be filed with the office of the Vice President, Academic and Research.
 4. Although students have received advice and supervision from Faculty Member(s), students are acknowledged by Nipissing University as the sole creators of the theses and dissertations which they have produced. Under these circumstances, students have the primary right to the intellectual property produced by their research.
 5. All co-authors of a work intended for publication or presentation should be made aware of their responsibilities as co-authors and given the opportunity to review and approve the final version of the work before submission. Research teams should discuss and agree on authorship early in the production of the work and/or before manuscripts are drafted. One author should be identified as being responsible for the validity of the entire manuscript.
 6. Students should be granted due prominence on the list of co-authors for any multiple-authored article or report that is based on students' work. It is mandatory to have an agreement with students about the protocol for attributing authorship (co-authorship as well as primary authorship) before embarking on a research project where the supervisor provides the ideas

as well as the resources required to support the research activities. Members will establish the written agreements with students.

APPENDIX H

LETTER OF AGREEMENT

GROUP INSURANCE BENEFITS

NUFA-FASBU will remain in the Nipissing University Group Benefits Plan unless otherwise agreed by the parties.

APPENDIX I**LETTER OF AGREEMENT****LIMITED-TERM APPOINTMENTS**

Both parties agree that as of September 15, 2009, the bargaining unit had 129 (one hundred and twenty-nine) tenured and tenure-track Members and 49 (forty-nine) limited-term Members. Tenured and tenure-track Members represent 72.5% of the bargaining unit and limited-term Members represent 27.5% of the bargaining unit. Over the duration of this collective agreement, the University is committed to not exceeding and, in addition, improving the current percentage of 27.5.

APPENDIX J**LETTER OF AGREEMENT****MASTER OF EDUCATION MAJOR RESEARCH PAPER AND THESES SUPERVISION**

NUFA has been informed that the Master of Education program is under review, and in the event that program revisions are approved by the Graduate Studies Committee and Senate, the compensation for supervising Master of Education major research papers and theses will be determined by the Joint Committee on the Administration of the Agreement (JCAA).

APPENDIX K**LETTER OF AGREEMENT****ONTARIO TEACHERS' PENSION PLAN (TPP)**

In the event that the University applies to the Ontario Teachers' Pension Plan (TPP) for partial de-designation or full de-designation, the parties agree to the following:

1. That all Members currently enrolled in the TPP, including Members who currently hold limited-term appointments who may be hired on subsequent contracts, will have the option to remain in the TPP; and
2. The University will ensure employee and employer contributions necessary for the maintenance of "good standing" status for Members in the TPP.

APPENDIX L

Tenure and Promotion Procedures for Nipissing University

TENURE AND PROMOTION PROCEDURES

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TENURE AND PROMOTION PROCEDURES

1.1 Definitions

- (a) Tenure: This refers to a permanent appointment which may be terminated only through resignation (Article 36.1), retirement (Article 36.2), dismissal for cause (Articles 40.3[d] and 40.8[d]), financial exigency (Article 44) or program redundancy (Article 45).
- (b) Promotion: This refers to a change in rank from Lecturer to Assistant Professor, from Assistant Professor to Associate Professor, or from Associate Professor to Professor.
- (c) Candidate: This refers to the Member who is applying for tenure and/or promotion.
- (d) Dossier: This refers to the material described in Clause 1.9 below.
- (e) File: This refers to the dossier described in Clause 1.9 and all the material that may be appended to the dossier (or “included in the candidate’s file”) as the application moves through the decision-making process.
- (f) Committees: This refers to the Faculty Review Committees (FRCs), the University Review Committee (URC), and the University Review Appeal Committee (URAC).
- (g) Year: This refers to the Academic Year from July 1 to June 30.
- (h) Refereed or peer-reviewed: This refers to a work that has been reviewed usually on behalf of a publisher by an arms-length, independent peer(s) who has provided written comments on the work’s suitability for publication or presentation.

1.2 Decision-Making Process

- (a) A candidate’s application for tenure or promotion will be considered in the following stages of deliberation by:
 - (i) First, the candidate’s Faculty Review Committee (FRC), which will make a recommendation to the University Review Committee (URC);
 - (ii) Second, the University Review Committee (URC), which will make a recommendation to the President of the University;
 - (iii) Third, if the candidate decides to appeal a negative recommendation of the URC, the University Review Appeal Committee (URAC), which will make a recommendation to the President;
 - (iv) Fourth, the President of the University, who will make a decision on behalf of the Board of Governors and report that decision to the Board of Governors; and

- (v) Fifth, if the decision of the President is grieved by NUFA, the University Review Appeals Board (URAB), which will make a recommendation to the Board of Governors.

1.3 Faculty Review Committees (FRCs)

- (a) Each Faculty will have a Faculty Review Committee (FRC) with six members: the Associate Dean of the Faculty or a Dean or Associate Dean from another Faculty, who will be Chair, and five members of any rank who will have voting rights. Aside from the Chair, the FRC members will be elected by the tenured and tenure-track Members from within that Faculty. Membership on an FRC is limited to tenured Members and tenure-track Members with at least three years service at Nipissing on the July 1 in which their term begins. A majority of FRC members must have tenure. On an FRC, the role of the Chair is to ensure that all procedures are followed. The Chair will vote only in case of a tie.
- (b) For the Faculty of Arts and Science's FRC and the Faculty of Applied and Professional Studies' FRC, no more than two members may be from any department/school. For the Faculty of Education's FRC, the faculty members will be elected from the entire faculty. With the exception of the Faculty of Applied and Professional Studies, the stipulations in this clause will be overridden if the number of nominees for an FRC is equal to or less than the total number of elected positions (five) on an FRC, in which case all nominees, regardless of their department/division, will be acclaimed to the Committee. If any new Faculties are created, each new Faculty will have its own FRC.
- (c) An FRC will have two alternates, namely those who finish sixth and seventh in the election for an FRC. If a vacancy occurs, the alternate who finished sixth will be appointed to the FRC first.
- (d) Quorum for an FRC is five members. The Chair of the Committee must be in attendance; he/she is counted towards the quorum.

1.4 University Review Committee (URC)

- (a) The University Review Committee (URC) will have eight members: the Vice-President, Academic and Research, who will be Chair, one Dean appointed by the President, and six tenured members of any rank who will have voting rights and who will represent faculty groups. From the Faculty of Arts and Science, one member will represent each of the following faculty groups: Social Sciences, Humanities, and Sciences. One member will represent the Faculty of Applied and Professional Studies and two members will represent the Faculty of Education. URC members representing a faculty group will be elected by the tenured and tenure-track Members from within that faculty group. The stipulations of this clause will be overridden if the number of nominees for the URC is equal to or less than the total number of elected positions (six) on the URC, in which case all nominees, regardless of their faculty group, will be acclaimed to the Committee. On the URC, the Chair will ensure that all procedures are followed. The Chair will vote only in case of a tie.

- (b) The URC will have five tenured alternates. They will be the Members who, in the elections to the URC, finish in the runner-up positions for each of the five faculty groups. If a vacancy occurs, the relevant alternate will be appointed to the URC. If there are not enough candidates in an election to produce the required number of alternates, eligible alternates may be appointed by the President in consultation with the Vice-President, Academic and Research and the President of NUFA.
- (c) The URC will have one alternate Dean, appointed by the President, who will serve when the candidate is from the Faculty of the Dean serving on the URC.
- (d) A non-voting NUFA Observer will be appointed by the President of the Association to sit on the URC. The Observer may not participate in any manner in the deliberations of the Committee but will have the right to communicate his/her observations to the chairperson between meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chairperson of the Committee.
- (e) Quorum for the University Review Committee (URC) is six members. The Chair of the Committee must be in attendance; he/she is counted towards the quorum.

1.5 University Review Appeals Committee (URAC)

- (a) The URAC will be a standing committee comprised of three members, all of whom must be tenured faculty members at the rank of Associate Professor or Professor. One member is appointed by the President, one is appointed by the Association, and one is appointed jointly by the President and the Association to serve as Chair. No more than two members may be appointed from any Faculty. Members of the committee will serve for a two (2) year term with a possibility of reappointment.
- (b) A candidate may appeal a negative decision of the URC to the URAC (see Clause 1.17). A URC recommendation to defer tenure is not appealable to the URAC.

1.6 Elections and Appointments to the URC and the FRCs

- (a) Members elected or appointed to the URC or an FRC will serve a two-year term of office beginning on July 1 (or after) and ending on June 30, with the terms staggered so as to elect only one-half of the faculty members in any one year.
- (b) The Office of the Vice-President, Academic and Research (OVPAR) will notify tenured and tenure-track Members via e-mail that elections will be held for the URC and the FRC and that nominations are invited. Members must be nominated in writing to the OVPAR by one other tenured or tenure-track Member. The nominator should also send a copy of the nomination to the President of the Association. The OVPAR will ascertain whether the nominated individuals will allow their names to stand for election. All advance nominations will be publicly announced by the OVPAR. At that time, the OVPAR will invite further nominations. After the deadline for nominations closes, for URC faculty group positions and FRCs, where the

number of nominees is equal to or less than the number of positions, those nominees will be acclaimed.

- (c) In faculty groups where there are more nominees than positions, the members of the URC/FRCs will be elected by secret ballot. Provisions may be made for all or part of the vote to be conducted electronically as long as the integrity of the secret ballot process is assured. There will be no voting by proxy. Tenured and tenure-track Members are eligible to vote for all the members on their own FRC and for the member(s) on the URC who represents their faculty group. The vote will be organised by the OVPAR and the ballots will be counted by two members of NUFA appointed by the President of the Association and two members of the University appointed by the President of the University. Ties will be decided by lot. The OVPAR will publicly announce the names of the Members elected to the Committees and the names of the alternates. If members or alternates are appointed after the election, the OVPAR will publicly announce their names in due course.
- (d) For the FRCs, nominees may include Members who failed to be elected to the URC as either members or alternates. For the FRCs, after nominations close, with the exception of the Faculty of Applied and Professional Studies, if the number of nominees is equal to or less than the number of positions on an FRC, those nominees will be acclaimed. If the Faculty of Applied and Professional Studies does not have five members, further members will be appointed to its FRC by the Vice President, Academic and Research, after consultation with the Faculty. Cross-appointed faculty will vote in the FRC where the larger share of their workload is allocated.
- (e) If there is a vacancy on the URC or an FRC, and no alternate has been elected by the faculty group/Faculty, an eligible Member will be appointed by the Vice-President, Academic and Research and the President of the Association from one of the other faculty groups'/Faculty's alternates. If no alternates are available to serve, an eligible member will be appointed by the Vice-President, Academic and Research and the President of the Association. The appointments must follow, whenever possible, the distribution requirements of the Committee.
- (f) The alternates will not participate in the deliberations or decision-making of a Committee unless there is a vacancy, in which case an alternate will be appointed by the Chair as a member with voting rights. If sufficient members were not elected to a Committee, within fifteen (15) working days following the final election date, after consultation with the President of the Association, the Vice-President, Academic and Research will appoint as many eligible members as are required to sit as members of the Committee. The appointments must follow, whenever possible, the distribution requirements of the Committee.
- (g) Members must not serve on any FRC (including as alternates), the URC (including as alternates), or the URAC in any year in which they have applied for tenure or promotion.
- (h) Members must not serve on any FRC (including as alternates), the URC (including as alternates), or the URAC in any year in which they are planning to take a sabbatical (Article 28) or a leave/authorized absence (Article 35). If during

the course of a term (July 1 to June 30), a member takes an extended unplanned leave or authorized absence, or is away from the campus for any other reason, the member will resign from the Committee.

- (i) In any given year, Members can serve at only one of the following levels of decision-making: the URAC, the URC (including as an alternate), and the FRCs (including as an alternate).
- (j) For any individual application, the entire complement of voters (the FRC, the URC, the URAC, and the President of the University) may include only one person from a group of two or more persons who have a close personal relationship (including, but not limited to, spouses, parents and children, and siblings) to each other.
- (k) Members may serve on up to two FRCs in any year – the FRC of their own faculty and a second FRC to which they have been appointed (to raise the number of voting members on an FRC to five).
- (l) The President of the Association, the Association's Grievance Officers, and the NUFA Observer on the URC must not sit as members or alternates on any FRC, the URC, or the URAC.
- (m) There is no limit on how often a Member can be elected to serve on an FRC or the URC.
- (n) The following is a summary of dates and deadlines for assembling the FRCs and the URC:

before January 25	Announcement by NUFA President of appointment of NUFA Observer to URC and announcement by University President of the appointments to the URAC.
before February 1	Call for nominations for URC
February 10 or 11	Advance nominations for URC announced
February 15, 4:00 p.m.	Deadline for nominations for URC
February 17-19	Election of URC
before February 22	Announcement of Members elected to URC and alternates
before March 1	Call for nominations for FRCs
March 10 or 11	Advance nominations for FRCs announced
March 15, 4:00 p.m.	Deadline for nominations for FRCs
March 17-19	Election of FRCs

before March 22 Announcement of Members elected to FRCs and alternates

- (o) The Vice-President, Academic and Research and the President of the Association may agree to an extension of the deadlines noted in Clause 1.6(n), though such extensions should be minor in nature.

1.7 Tenure and Promotion Applications

- (a) The Dean of each Faculty will meet with all new tenure-track Members, either individually or in groups, within the first year of their appointment, to explain to them the procedures for tenure and promotion and to advise Members on when to submit an application. The Dean will encourage Members to start collating all relevant documentation for their dossiers, as provided for in Clause 1.9.
- (b) In order to apply for tenure a Member must hold a tenure-track appointment and, in addition, must hold an earned doctorate or hold the degree normally considered to be terminal in his/her discipline.
- (c) In order to apply for promotion a Member must hold a tenure-track or tenured appointment.
- (d) For a candidate cross-appointed to more than one Faculty, his/her application for tenure and/or promotion will be vetted in the FRC where the larger share of the Member's workload is allocated. If a cross-appointment is on a half-and-half basis, the application will be vetted in one FRC, chosen by the Member. In all such cases, the work of the candidate in the "other" Faculty will be included in the assessment.
- (e) If a Member who has had tenure deferred, or who has had a promotion denied, reapplies for tenure and/or promotion at a future date, his/her application will require the submission of a new dossier and the procurement of new external letters of reference.
- (f) For the purposes of assessing eligibility to apply for tenure, sabbatical leaves will be counted as regular periods of employment.
- (g) Between April 1 and April 30, the Deans will inform their Faculty of the time period in which they may submit a notice to apply for early tenure (that is, before the penultimate or second-last year of a tenure-track appointment). An eligible Member may apply for early tenure by sending written notification to his/her Dean between May 1 and June 30, as long as the Member will have completed at least two years service at the University on a tenure-track appointment by the June 30 date. A Member who chooses to be considered for early tenure will not be required to demonstrate qualifications beyond those considered appropriate for tenure nor will evaluators lower standards in order to accommodate such a candidate.
- (h) Eligible Members may apply for early tenure only once. If Members who apply for early tenure receive a deferral of tenure, or they send written notice to the Dean to withdraw their application after July 10, they will next be considered for tenure

in the final year of their tenure-track appointment (the automatic consideration noted in Clause 1.7[i]). An application withdrawn on or before July 10 will not count as an application for early tenure.

- (i) Members in the penultimate (second-last) year of their tenure-track appointment do not need to send written notification to their Dean that they will be applying for tenure. Instead, between April 1 and April 30, the Dean will send written notification to these Members that during the following academic year they will be automatically considered for tenure. These Members may withdraw their applications for tenure at any time by sending written notification to their Dean. However, should a Member do this, the Member's employment at the University will cease at the end of the tenure-track appointment.
- (j) Notwithstanding Article 19.7(c) and Clause 1.7(i), a Member on a tenure-track appointment may apply to the Vice-President, Academic and Research by June 30 of the penultimate (second-last) year of their tenure-track appointment for an extension of their tenure-track appointment of no more than two years. Such reappointment will not be unreasonably denied. Unless the circumstances are exceptional, a Member on a tenure-track appointment will not be granted such an extension more than once.
- (k) Candidates for promotion may withdraw their applications at any time by sending written notification to their Dean. If a promotion is denied, the candidate may, without prejudice, apply for promotion the following year.

1.8 External Letters of Reference

- (a) Reference letters from three (3) external referees are required when considering an application for tenure and/or promotion. By July 10, the candidate will submit a list of six (6) potential referees to his/her Dean. All potential referees must be at arms-length. Arms-length referees are those who are not the candidate's family members; have not served as a graduate or postdoctoral research supervisor for the candidate; have not collaborated in any meaningful way with the candidate on research, scholarly and/or creative activities (for example, through co-authorship or joint grant proposals); and do not hold an academic appointment at Nipissing University. You may have met the candidate at a conference, you and the candidate may know people in common, and you may be familiar with each other's works.
- (b) For tenure and/or promotion to Associate Professor, all referees must hold the rank of Associate Professor or Professor. For promotion to Professor, at least four (4) of the referees must hold the rank of Professor. In exceptional circumstances appropriate to the candidate's field, at least four of the referees must have a stature equivalent to that of a Professor. In compiling the list, the candidate must not contact any potential referees. The candidate will write and sign a statement describing the nature of the relationship and any interactions he/she has had with the individuals nominated to be referees, demonstrating how all the nominees are at arms-length. This statement will be included in the candidate's file.

- (c) The nominated referees should be considered the candidate's peers. They are individuals who are capable of giving a fair, impartial and competent evaluation of the candidate. The candidate will provide the Dean with a brief description of each nominated referee's qualifications and area(s) of expertise. In order to further assist the Dean, the candidate may also provide the Dean with publicly available information on the nominated referees, such as abbreviated curricula vitum or publication lists posted on the World Wide Web.
- (d) The Dean may question the independence or competence of nominated referees before soliciting the reference letters. If the Dean wishes to challenge any name on the list of referees, he/she will ask the candidate to nominate one (1) further referee for each nominee challenged. After discussion, the candidate and the Dean will agree on the composition of the list. If the Dean and the candidate cannot agree, they will meet with the Vice-President, Academic and Research and the President of the Association to finalize the list. At this meeting, a different method of compiling the list may be proposed and agreed to, as long as that method is acceptable to both the Dean and the candidate. Once the list has been finalized, the Dean and the candidate will confirm in writing their satisfaction with the list. This confirmation and the list of referees agreed upon will be included in the candidate's file. All communications with nominated referees will be conducted by the Dean.
- (e) The Dean will solicit letters from any three (3) of the nominated referees from the list of six (6) using the sample letters appended as Appendix II in the Standards document. If a nominated referee declines to write a letter, the Dean will proceed through the list until three (3) nominated referees have agreed to write letters. No record will be placed in a candidate's file of referees who have declined to write letters.
- (f) Once nominated referees have agreed to serve and have been sent the appropriate materials, they will be given four (4) weeks to complete their evaluations. They will write a single letter for candidates applying for both tenure and promotion, in which case they may recommend in favour of none, one or both applications.
- (g) After the referees have received the appropriate materials, the University will not initiate any further communication with them without the written permission of the Member, except that if a referee's evaluation has not been received seven (7) working days prior to the deadline, the Dean will write to the referee (see letter #3 in Appendix II in the Standards document), and if a referee's evaluation has not been received by the deadline, the Dean will write to the referee (see letter #4 in Appendix II in the Standards document). If a referee requests further information and so communicates to the Dean, the Dean will reply in a strictly neutral manner. Copies of all correspondence between the Dean and the referees will be given to the candidate and will be included in the candidate's file.
- (h) If only two reference letters have been received by the first meeting of an FRC, the candidate's application will proceed. If the third referee's letter arrives after the first meeting of an FRC and the timing enables the FRC to use the letter, the candidate must be given at least three (3) working days to comment on the letter. If the third letter is received after the FRC has completed its deliberations, the

letter will not be included in the file and will not be used at any further point in the decision-making process.

1.9 The Dossier

- (a) Members applying for tenure and/or promotion must prepare a dossier that will be reviewed by evaluators. Members applying in the same year for both tenure and promotion need to prepare only one dossier. The dossier must be in a binder(s) or be spiral bound in one or more volumes with all materials copied “back-to-back.” At the front, there must be a cover page and a comprehensive table of contents, listing every individual document contained in the dossier. This table of contents should make it relatively easy for evaluators to locate materials. The dossier must contain Parts A, B, C, D and E noted below with each part separated by a tab divider. Sub-dividers copied on yellow sheets may also be used. “Stand alone” works such as books are considered to be part of the dossier.
- (b) It is the candidate’s responsibility to provide evaluators with sufficient information for them to make a reasoned evaluation of the application for tenure and/or promotion. While some materials may fit in more than one Part of the dossier, Members should choose only one Part in which to place materials in order to avoid duplication. The description that follows in (c) to (h), in addition to delineating which materials are required and which are optional, serves as a guide to candidates on how best to organize their materials.
- (c) Part A: Statement of the Case for Tenure and/or Promotion – This Part of the dossier will consist of a candidate’s statement (of 1500 to 2500 words). It should be written in the form of a case that is made to a jury of one’s peers as to why one should receive tenure and/or promotion. The candidate will provide an assessment of his/her career progress, including an explanation of any anomalies (for instance, career interruptions). The candidate may also include information on any special factors which have limited the candidate’s productivity, such as personal circumstances or a lack of access to adequate resources or facilities. The candidate will outline how his/her achievements have met expectations for each of the categories of evaluation: teaching; research, scholarly and/or creative activities; and service. The title of the statement should reflect the candidate’s application (for example, *Statement of the Case for Promotion to Professor*).

In his/her *Statement*, the candidate should:

- (1) summarize his/her teaching strategies, methods and objectives; highlight significant accomplishments; note steps taken to improve teaching (including innovative instruction and evaluation methods); and reflect on future teaching aspirations. The candidate should elaborate on the department/division/school context within which he/she teaches; the type, level, credit value, and enrolment of courses taught; the number of new preparations assigned; and the nature of the subject matter;
- (2) indicate their past research, scholarly and/or creative achievements; the projects currently in progress; and the projects they plan to undertake

over the next three or four years. Candidates should highlight the importance of their work – why it matters – and how their work contributes to their field; and

- (3) highlight the results of his/her participation in service activities which have benefited the University and its faculty, professional associations, and/or the community in general. It is recognized that many service activities are dependent on either appointment or election and so are typically not under the candidate's control.
- (d) Part B: Curriculum Vitae – This Part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career, in one of the approved formats: CIHR, NSERC, SSHRC or OCGS. If any of the following information is not specifically included in the chosen format, Members will append it to their CVs: teaching and related activities; other research, scholarly and/or creative activities; service activities; and any other activities the candidate deems relevant.
- (e) Part C: Teaching – This Part of the dossier should provide information that conveys the scope, quality and effectiveness of the candidate's teaching. Although student opinions provide an important assessment of teaching performance, the parties agree that such opinions must not constitute the sole basis for evaluating teaching, hence the need for the candidate to provide evaluators with additional information.

For all applications, the candidate will provide a record of teaching with accompanying documents for a minimum of four (4) years and normally not more than seven (7) years preceding the date of application. For a candidate with fewer than four (4) years of teaching experience at the University, the information will be at least for the candidate's period of employment at Nipissing and may include information from the candidate's employment at other universities.

This Part of the dossier will consist of the items listed from (i) to (iii) below:

- (i) the most recent syllabus for each undergraduate and graduate course taught (or parts of courses taught as a member of a team). Previous syllabi may be included if the candidate wishes to highlight examples of substantial course revision;
- (ii) a list of individual student projects supervised or mentored at Nipissing and other universities, including honours theses, directed studies (or similar individually-supervised projects), Master's theses and doctoral theses, whether completed or in progress, with an indication of the nature of the candidate's involvement (for example, as principal advisor, second reader, or external examiner); and
- (iii) if applicable, a list of individual students supervised at Nipissing and other universities for practice teaching, field placements/field camps, clinical practica, and community/service learning.

As evidence of successful teaching, the candidate may also include, but is not limited to, a selection of information on any of the following items listed from (iv) to (xii) below:

- (iv) a concise, organized summary of the scores obtained from student teaching evaluations. A typed, representative sample of student comments, recorded at the time of the official evaluations, may also be provided. If so, on request by one of the Committees, candidates must be prepared to produce their students' original, handwritten comments from the relevant comment sheets. (Note: The Dean's office will provide evaluators with an official copy of the candidate's evaluations.);
 - (v) samples of course-related materials prepared by the candidate, such as laboratory exercises, assignments, tests, exams, guides, handouts, instructional materials, or reading lists;
 - (vi) evidence of contributions to curriculum development, including an account of the candidate's involvement in the design of new courses or the development of new programs (this information may go in Part E);
 - (vii) a description of honours received as a result of teaching excellence (for instance, being awarded, or being nominated for, a distinguished teaching award at the university, provincial or national level);
 - (viii) letters or testimonials from students or alumni (with an indication whether solicited or unsolicited);
 - (ix) written reports from internal or external reviewers who have, at the candidate's invitation, observed the candidate's teaching;
 - (x) evidence of outstanding achievements by students in which the candidate played an important supporting role (for example, information pertaining to publications by students of course-related work or a list of students pursuing graduate education);
 - (xi) information on any instructional development grants received and the outcome of those grants; or
 - (xii) any other teaching material the candidate deems relevant.
- (f) Part D: Research, Scholarly and/or Creative Activities – An assessment will be made of the candidate's participation in an individual or joint program of research, scholarly and/or creative activities, the quality and originality of the results emanating from such activities ("works"), and the general contribution of such works to knowledge, practice and/or culture. In aiding this assessment, the candidate will make clear the extent of his/her contribution to works produced in cooperation with others.

The candidate will also include a comprehensive collection of his/her works in the bound dossier as well as copies of "stand alone" works such as books. The works, in particular when they are extensive, should be organized in some semblance of logical order (for example, chronologically, thematically, by "type" – as in (i) to (xxiii) below – or a combination of the aforementioned). The candidate may include a clear and detailed description of these works when the works are such that their physical submission is not practical. Research, scholarly and/or creative activities include the following. (It should be noted that it is not the intention of the parties that these items must be given equal weight or that other evidence should be excluded.)

- (i) authored books, monographs and text books;
- (ii) edited books;
- (iii) refereed journal articles;

- (iv) non-refereed journal articles;
- (v) chapters in edited books;
- (vi) book reviews;
- (vii) magazine articles;
- (viii) working papers and discussion papers;
- (ix) case studies;
- (x) refereed papers presented at scholarly or professional conferences, meetings, seminars, clinics and workshops, and papers published in any proceedings of the aforementioned;
- (xi) non-refereed papers presented at scholarly or professional conferences, meetings, seminars, clinics and workshops, and papers published in any proceedings of the aforementioned;
- (xii) reports and briefs to governments, organizations or clients;
- (xiii) contract or applied research from which a report, study or text results;
- (xiv) publication of electronic documents and multi-media productions;
- (xv) published or shared computer software and documentation;
- (xvi) audio-visual productions and materials such as films and videos;
- (xvii) artistic works and exhibitions;
- (xviii) public performances in orchestras, concerts or dramatic productions (as performer, writer, composer, editor and/or director);
- (xix) publication of literary works and musical compositions;
- (xx) musical recordings;
- (xxi) unpublished research of high quality, including works submitted for publication and other works in progress;
- (xxii) works not mentioned in (i) through (xxi) above such as annotated bibliographies, indexes, concordances, registries, data banks or patents; and
- (xxiii) any other research material the candidate deems relevant.

As evidence of successful research, scholarly and/or creative activities, the candidate may also include, but is not limited to, evidence of any of the following items listed from (xxiv) to (xxxix) below:

- (xxiv) peer-reviewed external research funding awarded from research granting agencies;
- (xxv) other external research funding received from grants or fellowships in support of research, scholarly and/or creative activities;
- (xxvi) internal (*i.e.* from Nipissing University) research funding awarded;
- (xxvii) applications for funds, grants or fellowships in support of research, scholarly and/or creative activities;
- (xxviii) participation in panels, conventions, symposia or research groups;
- (xxix) awards or other recognition (for example, research awards, book awards, or invited memberships in scholarly or professional associations);
- (xxx) evaluating the work of other academics and professionals by, for instance, reviewing grant applications, serving on grant selection committees, editing journals, reviewing articles for publication, refereeing manuscripts and proposals for publishers, or serving on juries adjudicating artistic works;
- (xxxi) citations by other academics of the candidate's works;

- (xxxii) published reviews of the candidate's works by academics or critics in the media;
 - (xxxiii) the use of the candidate's works in university or college courses;
 - (xxxiv) invited lectures given at other universities or institutes;
 - (xxxv) readings of literary works;
 - (xxxvi) long-term or permanent displays of creative works in museums or galleries;
 - (xxxvii) commissions to create works of academic, literary or artistic value;
 - (xxxviii) consultation requests made by established researchers, businesses, governments, or non-governmental organizations; or
 - (xxxix) service on commissions, councils or task forces, essentially by virtue of special academic competence or expertise.
- (g) Research, scholarly and/or creative activities also include the application of academic approaches to the advancement of a profession or field of professional practice. Professional activities to be considered include the dissemination of information to a professional field in written form (such as briefs and technical reports); the development of specialized training materials; the development of materials and methodologies for the practice of a profession (for example, textbooks, curricula, software or assessment tools); and substantive contributions to professional organizations (for example, major involvement in the development of a code of ethics; or the development of policies or legislation for the regulation or practice of a profession).
- (h) Part E: Service – This Part of the dossier should provide information on the candidate's service activities which have benefited the University and its faculty, professional associations, and/or the community in general. Service may include, but is not limited to, participation in the following:
- University and Faculty committees;
 - Senate and Senate committees;
 - Board and Board committees;
 - department, division and school committees;
 - general administration within a department, division and school;
 - general administration within the University (for example, New Student Orientation, the annual Student Fair, and high school liaison);
 - NUFA Executive and NUFA committees;
 - OCUFA and CAUT;
 - scholarly societies;
 - professional organizations; and
 - community organizations and public service, where the Member has made a non-remunerative contribution essentially by virtue of special academic competence or expertise.

Service may also include, but is not limited to, holding the following positions or participating in the following activities:

- department/division chair;
- director of a school;
- program coordinator;
- external examiner of graduate theses;

- external reviewer of academic programs;
 - coordinator of scholarly conferences;
 - delivering public lectures;
 - granting media interviews; and
 - contributions to the academic and cultural life of students in addition to activities normally associated with teaching and research, such as assisting with student clubs, special events, conferences, international exchanges, or off-campus trips.
- (i) Candidates for tenure and/or promotion will submit six (6) copies of the dossier to the office of the relevant Dean (one copy is for the use of evaluators, one copy is for the Dean, one serves as a backup copy, and three will be sent to external referees). All candidates are advised to make and maintain one copy of the dossier for themselves.

1.10 The Tenure and Promotion File

- (a) Except where provided for in the Collective Agreement, no material will be placed in the candidate's file by anyone other than the candidate without the written consent of the candidate. Aside from official student evaluations, no anonymous material will be placed in the candidate's file unless it has been placed in the dossier by the candidate.
- (b) At various points in the decision-making process, materials will be sent to a candidate and will be included in the candidate's file. The candidate will be entitled in each case to respond to such materials. Failure by a candidate to respond will not prejudice the substantive consideration of the application and will only be interpreted as the candidate choosing not to respond.
- (c) The contents of the file will be available for inspection only by the applicant, the Dean, the members of the relevant FRC, the members of the URC, the members of the URAC (if applicable), the President of the University and, if applicable, the members of the URAB. Applicants will not be permitted to see original, signed letters of reference. With the exception of office administrators, no other person will have access to the file without the written permission of the candidate. At the appropriate stages of deliberation, the office responsible for the file will ensure that the individuals named in this clause have convenient, secure and unprejudiced access to the file.
- (d) For the duration of the FRC's deliberations, the candidates' files will be housed in the office of the Dean of the candidates' Faculty. For the duration of the URC's and (if applicable) the URAC's deliberations, the candidates' files will be housed in the Office of the Vice-President, Academic and Research (OVPAR). For the duration of the deliberations by the President of the University, the candidates' files will be housed in the office of the President of the University. After the President of the University has completed his/her deliberations, the candidates' files will be forwarded to the OVPAR for use, if necessary, by the University Review Appeals Board. All files will remain in the OVPAR as per Clauses 1.27 and 1.28.

1.11 Criteria for Tenure

- (a) The categories for evaluation and the criteria for assessing tenure are:
 - (1) Academic or Professional Credentials – possession of the normal credentials as defined for the position of Assistant Professor; usually an earned Ph.D. (or equivalent) or the degree that is determined as the terminal degree for the discipline (as identified in the Standards for Tenure and Promotion); and any additional credentials required for the specific position that were stated in the letter of appointment.
 - (2) Teaching Effectiveness – a record of effective performance as a university teacher constituting promise for a successful career as a professor.
 - (3) Research, Scholarly and/or Creative Work – a productive record of research, scholarship, and/or creative achievement, including work assessed by peer review, as constituting promise for a successful career as a professor.
 - (4) Service – a satisfactory record of service to Nipissing University (and other institutions where appropriate), the profession, and the wider community.
- (b) Candidates will be granted tenure if they meet expectations in all of the categories of evaluation.
- (c) Candidates will have their tenure deferred if they meet expectations in only some of the categories but are deemed to be able to address the weaknesses in the other categories within the period when they would have to re-apply for tenure. Tenure can be deferred only once.
- (d) Candidates will have their tenure denied if they do not meet expectations in any one or more of the categories and it is deemed that the weaknesses cannot be addressed satisfactorily within the period when they would have to re-apply for tenure.
- (e) Candidates who have re-applied for tenure following a deferral (see Clause 1.11[c] above) must meet expectations in all of the four categories to be awarded tenure.

1.12 Criteria for Promotion to Associate Professor

- (a) The categories for evaluation and the criteria for assessing promotion to Associate Professor are:
 - (1) Academic or Professional Credentials – these must meet the criteria for the position of Assistant Professor.
 - (2) Teaching Effectiveness – a sustained record of effective performance as a university teacher.
 - (3) Research, Scholarly and/or Creative Work – a demonstrated record of sustained and productive research, scholarship, and/or creative achievement, including work assessed by peer review.

- (4) Service – a sustained and satisfactory record of service to Nipissing University (and other institutions where appropriate), the profession, and the wider community.
- (b) Candidates who hold a tenure-track or tenured position at the rank of Assistant Professor are eligible to apply for promotion to Associate Professor.
- (c) Candidates will be granted promotion if they meet expectations in all four categories of evaluation.

1.13 Criteria for Promotion to Professor

- (a) The categories for evaluation and the criteria for assessing promotion to Professor are:
 - (1) Academic or Professional Credentials – these must meet the criteria for the position of Assistant Professor.
 - (2) Teaching Effectiveness – a sustained record of effective performance as a university teacher.
 - (3) Research, Scholarly and/or Creative Work – a demonstrated record of sustained and productive research, scholarship, and/or creative achievement, including work assessed by peer review that has resulted in national and/or international recognition and high standing in the discipline or field of expertise.
 - (4) Service – a sustained and satisfactory record of service to Nipissing University (and other institutions where appropriate), the profession, and the wider community.
- (b) Candidates who hold a tenured position at the rank of Associate Professor are eligible to apply for promotion to Professor at the end of their third year as an Associate Professor.
- (c) Candidates will be granted promotion if they meet expectations in all three categories of evaluation.

1.14 Guidelines for Assessment

- (a) Candidates for tenure and promotion will be assessed using the Standards for Tenure and Promotion for Faculty under the NU/NUFA Collective Agreement as approved by the University and the Association through the JCAA. The Standards and this Clause (1.14) serve as guides to evaluators of what is to be expected of candidates for tenure and promotion; they are not a rigid set of rules to be applied mechanically.
- (b) The diversity of academic and professional disciplines at Nipissing University make inequitable if not impractical any single evaluation scheme for promotions. Evaluators must be flexible in their assessment and weighting of the candidate's accomplishments, especially for promotions to the rank of Associate Professor. This includes acknowledging diverse career paths, ways of knowing, and forms of communicating knowledge. Greater conformity to a norm is expected for promotions to Professor.

- (c) In order to meet expectations in the category of research, scholarly and/or creative activities, candidates for Tenure must have undertaken activities that go beyond the fulfillment of the requirements for the terminal degree in their field (it being understood that to “go beyond the fulfillment of the requirements” includes the publication of all or part of the work required for completion of the terminal degree).
- (d) Candidates for promotion to Associate Professor must provide evidence of progress in carrying out an agenda of research, scholarly and/or creative activities and, based on the record of accomplishments thus far, the prospect of further development of those activities. Candidates for Associate Professor must demonstrate that they are mature professionals who have completed their training, have established themselves as recognized scholars within their academic and professional communities (as appropriate to the discipline), and have established the foundation of an enduring and productive scholarly/creative career.
- (e) In order to meet expectations in the category of research, scholarly and/or creative activities, candidates for Professor must have produced works in addition to those required for promotion to Associate Professor. Furthermore, the candidate must have achieved an international and/or national reputation as an important scholar/creator whose work is having an impact in his/her field. The overall contributions of candidates for Professor must be recognized both within and beyond Nipissing University. A Professor is a distinguished member of the University community who has compiled a record of significant achievements at Nipissing and/or elsewhere and who has added considerably to the research, scholarly and/or creative culture in their field of expertise.
- (f) A recommendation for promotion from Associate Professor to Professor usually requires that the Member’s research, scholarly and/or creative activities be recognized internationally and/or nationally. However, notwithstanding this provision, demonstrated and recognised excellence in teaching and/or service, together with a satisfactory record of research, scholarly and/or creative activities, will be considered towards meeting expectations for promotion to Professor.

1.15 Decision-Making Procedures

- (a) In assessing applications for tenure or promotion, the deliberations of all evaluators will be governed by the highest standards of integrity, fairness, professionalism, discretion and equity. Evaluations will be based only on the information contained in the candidate’s file and only on the criteria outlined in this agreement. Evaluators will not use, formally or informally, criteria which differ from those set forth in this agreement.
- (b) In order to evaluate a candidate for tenure or promotion, it is necessary to consider the total contribution the candidate has made to the University. Candidates who have applied for tenure or promotion will be evaluated using the criteria described above. In each category, evaluators will ask the following question: “Does the candidate’s contributions meet expectations?” The answer

will be “yes” or “no.” The answer will be “yes” when the criteria have been met. All accomplishments for each of the required criteria will be carefully weighed in accordance with accepted norms of assessment.

- (c) Evaluators must consider teaching; research, scholarly and/or creative activities; and service in the context of the working conditions at Nipissing, a small university that is primarily focused on undergraduate education, with relatively few graduate programs. Evaluators will also take into account the type of appointment held by the Member, in particular the number of years the applicant has served at Nipissing under a “teaching intensive workload” (six three-credit courses or equivalent), a “normal workload” (five three-credit courses or equivalent) and a “research intensive workload” (four three-credit courses or equivalent). Candidates will make their workload history evident in their curriculum vitae and/or their *Statement of the Case for Tenure and Promotion* (Clause 1.9[c] above).
- (d) Deans will provide the Chairs of the relevant FRC with their written recommendation for each candidate, addressing in a specific manner whether or not the candidate has met the expectations for tenure or for the rank for which a promotion application has been made. Deans who have prepared recommendations must appear before a Committee if requested by the Committee. Deans will also send a copy of their recommendation to the candidate, along with unattributed copies of the external reference letters.
- (e) Committees will meet, without the candidates, to consider applications. After deliberating on an application, and determining whether or not the candidate meets the required criteria, a Committee will hold a *preliminary ballot*. The motion will be framed in the affirmative: That the candidate be granted tenure (or be granted a deferral of tenure, or be granted promotion). A secret ballot will be used, based on the model in Appendix IV in the Standards document. All Committee members will vote for one of the options; abstentions will not be permitted. The vote will be recorded. The Committee’s recommendation will be determined by a majority of the ballots cast. To be eligible to vote, a Committee member must have been present during all of the Committee’s deliberations concerning a candidate.
- (f) At an FRC, if a motion is defeated on a preliminary ballot, the candidate will be given notice in writing of this fact and must be made aware of all the factors that make the application problematic, with opinions and comments related to the relevant criteria for tenure or promotion. In its notice, the FRC may also request from the Member any further information and/or documentation it deems necessary in order to make a final recommendation. The candidate will have the option of writing a response to the FRC’s notice. At this time, the candidate may submit any additional information and/or documentation to the FRC, either on his/her own initiative or as a result of a request made by the Committee. Any written material must be provided at least two (2) days in advance of such a meeting to give the FRC time to review the material. The candidate may also request to make a presentation at an FRC meeting. At any such meeting, the candidate may be accompanied by a Member of his/her choosing, who will be an observer at the meeting and will be bound by the confidentiality of the meeting

and the tenure and promotion process. No new material can be added after this time.

- (g) At the URC, candidates may be asked to provide clarification of any information and/or material contained in their file. If a motion is defeated on a preliminary ballot, the candidate will be given notice in writing of this fact and must be made aware of all the factors that make the application problematic, with opinions and comments related to the relevant criteria for tenure or promotion. The candidate will have the option of writing a response to the URC's notice. The candidate may request to make a presentation at a URC meeting. At any such meeting, the candidate may be accompanied by a Member of his/her choosing, who will be an observer at the meeting and will be bound by the confidentiality of the meeting and the tenure and promotion process. Though the candidate may offer clarification on existing information in their file, they may not offer any new or updated information.
- (h) Whether a motion passes or fails on the preliminary ballot, after further deliberation, a Committee will hold a *final ballot* based on the procedure outlined in Clause 1.15(e) above with the additional proviso that to be eligible to vote, a Committee member must have been present during all of the Committee's deliberations concerning a candidate and, if applicable, a candidate's presentation in a meeting between the candidate and the Committee. Only the votes on the final ballot are binding. The ballots will be the official record of the vote and will be included in the candidate's file. The ballots will not be destroyed until the Board has made a final decision.
- (i) After the final ballot has been taken, the Chair of the Committee will draft separate reports (modeled on [Appendix V in the Standards document](#)) for applicants applying for tenure and promotion which will indicate in detail the factors that were persuasive in the recommendations. In each report, the specific reasons given will be related to the criteria for tenure or promotion. If the Committee's recommendation is for deferral or denial of tenure or denial of promotion, the report will indicate the further development the Committee would have expected to see in the candidate's file before recommending in favour of the candidate. The draft will be reviewed by the Committee and members may propose changes to the report. Once the Committee agrees that the draft report is an accurate reflection of their deliberations, including any dissenting views, a final report will be prepared by the Chair which all members of the Committee will sign.
- (j) For an application for tenure, a Committee will first vote on whether the candidate should be granted tenure. If the recommendation on the final ballot is to deny tenure, the Committee will hold a second vote on the question of deferral of tenure (that is, whether or not the candidate is to receive a further two-year tenure-track appointment). If the recommendation on the final ballot is to defer tenure, the report of the Committee will specify in as much detail as possible the conditions the Member must meet in order to be granted tenure. Upon reconsideration of the application one year hence, evaluators will assess whether or not the candidate has met the requirements for tenure and will make one of two recommendations: that tenure be granted or that tenure be denied.

- (k) For an application for tenure or promotion, evaluators will be guided by the letters from the external referees (Clause 1.8). If the referees' letters differ in important ways, evaluators will identify the differences in their report and will give reasons for the way in which their recommendation was made in light of the differences.
- (l) For each application, the Chair of the FRC will forward to the Vice-President, Academic and Research, with a copy to the candidate, the written recommendation (which includes the results of the final ballot). For each application, the Chair of the URC will forward to the President, with a copy to the candidate, the written recommendation (which will include the results of the final ballot). After receiving a recommendation, the candidate will have the option of sending a response to the recommendation to the Chair of the Committee.
- (m) A NUFA Observer will be present at all FRC and URC meetings. The Observer must not participate in the deliberations of the FRC and URC but will have the right to communicate his/her observations to the Chair between meetings or, if deemed necessary, to request a recess in a meeting for the purpose of communicating with the Chair. The Observer will be present for the vote counting for each application. If NUFA is unable to provide an observer, the meeting must go forward. Notwithstanding Clause 1.15(n), the Observer must disclose any potential violations of the collective agreement to the Chair of the FRC and URC, and may disclose such potential violations of the collective agreement to the President of the University, the President of the Association, at a meeting of the NUFA Grievance Committee, and/or a meeting of the URAC or the University Review Appeals Board.
- (n) Except when the procedures in this Agreement require the communication of information between members of a Committee or from one evaluator to another, the files and the deliberations of all Committees considering tenure and promotion applications will be treated as strictly confidential. Candidates will communicate with Committees only through the Chairs. In reference to their applications, candidates will not communicate with members of Committees, either personally or through an intermediary, nor will members of Committees invite such interventions. Committee members must not discuss cases with any persons outside the Committee, except as specified in this clause.
- (o) Once a Committee has started to hear a case, it will be the responsibility of that Committee to see that case through to completion even if the process extends beyond June 30. In such cases, if replacement members are required, they will be appointed in accordance with Clauses 1.3(c), 1.4(b) and 1.6(e).

1.16 Conflict of Interest

- (a) Members on all Committees will familiarize themselves with Article 13 of the collective agreement (Conflict of Interest). In particular, Committee members will not participate in the deliberations or recommendations of any application where they are in a conflict of interest or where there may be a reasonable perception that they are unlikely to render an unbiased judgment.

- (b) Candidates may indicate to their Dean in writing the member(s) of the FRC, URC or URAC they consider to be in a conflict of interest *vis-à-vis* their application. If the Dean determines that a conflict of interest exists, such members will be asked by the Dean to remove themselves from the Committee only for that application and will be replaced by an alternate for that application.
- (c) Candidates may indicate to the President of the University in writing that they consider the Chair of their FRC, the Chair of the URC, and/or the Chair of the URAC to be in a conflict of interest *vis-à-vis* their application. If the President determines that a conflict of interest exists, a Chair will be asked by the President to remove him/her self from the Committee only for that application and will be replaced by an alternate for that application.
- (d) At any time, a member of a Committee may declare a conflict of interest with an applicant and may withdraw from the Committee for that particular application, in which case the member will be replaced by an alternate.
- (e) If a Committee member perceives a conflict of interest that has not been declared by either a candidate or another member of a Committee, the member perceiving the conflict may raise the matter with the Committee Chair. If the Chair deems the potential conflict to be relevant, he/she may discuss the matter with the entire Committee, including the member in question. In such instances, the Committee will make a decision on the matter in camera, by majority vote, in the absence of the candidate and the member of the Committee in question.

1.17 Appeals to the University Review Appeals Committee (URAC)

- (a) A candidate may appeal a negative decision of the URC (a URC recommendation to defer tenure is not appealable) to the URAC on one or more of the following alleged grounds:
 - (i) procedural irregularity or defect in the application of, or failure to apply, the tenure and promotion procedures (Article 25);
 - (ii) discrimination within the meaning of Article 12 (Non-Discrimination);
 - (iii) a violation or violations of academic freedom within the meaning of Article 17 (Academic Freedom and Academic Responsibility); or
 - (iv) improper application of the standards for tenure and/or promotion.
- (b) The University Review Appeals Committee (URAC) will follow procedures similar to those followed by the URC except that the chair will vote on all cases.
- (c) The URAC will review the recommendation of the URC, and will recommend to the President that either:
 - The URC's negative recommendation be upheld; or
 - The URC's negative recommendation be changed to a positive recommendation; or

- The URC's negative recommendation on tenure be changed to a deferral of tenure for two years

1.18 Decision of the President

- (a) The President reviews the recommendations of the URC and, when applicable, the URAC and makes one of the following decisions on behalf of the Board:
 - i. For promotion: either that the candidate be promoted or not be promoted
 - ii. For tenure: that tenure be granted; that tenure be denied; or (for candidates who have not been previously deferred) that consideration for tenure be deferred for a period of two years.
- (b) The President of the University will not assign more weight to the recommendation of the URAC, the URC or an FRC when the committees' recommendations on an application differ. In such instances, the President will read and review the written recommendations in the file and make his/her recommendation based on all the available evidence. If the President's recommendation is to deny or defer tenure, or to deny a promotion, the President will specify in writing the specific reasons for the deferral or denial.
- (c) Where the President overturns a recommendation of the URAC, the President's written report will present clear reasons why the President does not consider that recommendation to be acceptable.
- (d) In instances where the President of the University finds that the URC erred, or in instances where the URC finds that an FRC erred, either procedurally or substantively, the application will be returned for reconsideration, with instructions on how the error(s) can be ameliorated. In such instances, the Committee will reexamine the case, paying particular attention to the instructions it has received. After deliberating, the Committee may submit a new report or resubmit its original report to the URC or the President, as appropriate.

1.19 University Review Appeals Board (URAB)

- (a) The University Review Appeals Board (URAB) is an *ad hoc* Board consisting of an arbitrator, appointed in accordance with Article 39.8, and two other members who will be full-time or retired faculty at the rank of Professor who work or have worked at another Canadian university. The two other members will be jointly appointed to the URAB by the President of the University and the President of the Association. The arbitrator will chair the URAB.
- (b) After receiving a letter from the President of the University stating that tenure or promotion is denied following a positive recommendation from the University Review Committee (URC) or the University Review Appeals Committee (URAC), the candidate may consult with the Association on whether or not to grieve to the URAB. Within twenty (20) working days of the candidate receiving the President's letter, the Association may write to the President giving notice of a grievance.

- (c) The President's decision may be grieved on one or more of the following alleged grounds:
- (i) procedural irregularity or defect in the application of, or failure to apply, the tenure and promotion procedures;
 - (ii) discrimination within the meaning of Article 12 (Non-Discrimination);
 - (iii) a violation or violations of academic freedom within the meaning of Article 17 (Academic Freedom and Academic Responsibility); or
 - (iv) improper application of the prevailing standards for tenure and/or promotion.
- (d) Within twenty (20) working days of the appointment of the URAB, the appellant (the Association) will send a written notice to the Chair of the URAB, with a copy to the President of the University and the President of the Association, stating the grounds for the grievance. Within ten (10) working days of the receipt of the written notice, the President of the University will send a written response to the Chair of the URAB, with a copy to the appellant. The URAB will hold its first meeting as soon as possible after receiving the President's written response to the notice.
- (e) The URAB will have access to all the materials in the appellant's file. Except in a grievance dealing with a denial of tenure, the appellant will not be permitted to add any material to the candidate's file. The URAB will also have access, in confidence, to all the files reviewed by the URC for the current year; all the successful files from previous years in the Reference File on Tenure and Promotion for which consultation permission has been granted (see Clause 1.27); and all previous written decisions of the URAB. Previous decisions are not regarded as binding precedents; each appeal must be decided on its own merits.
- (f) Quorum for the URAB is all three members. In undertaking its work, the Chair of the URAB will give the appellant and the President of the University reasonable written notice of the date, time and location of all meetings. Both the appellant and the President will have submitted their cases in writing and they may also submit their cases in person. They will have the right to be accompanied by any advisor(s) and/or legal counsel and they (or their advisors/legal counsel) may call, examine and cross-examine witnesses. Any witnesses will be called into a meeting to give testimony and will leave the meeting after their testimony has been completed. Members of the URAB may question the appellant, the President and any witnesses called.
- (g) The URAB may call for and is entitled to receive any information that in its view is necessary to a proper review of the appeal, except that no evidence will be presented by the University which has not been available to both the relevant FRC, the URC, and/or the URAC unless it is in response to new information raised by the appellant in the grievance.
- (h) The URAB may not make a recommendation that tenure or promotion be awarded, only that the decision be reconsidered. Therefore, a Member may not

be granted tenure or promotion as a direct result of a grievance. Rather, the remedy sought (and, if successful, awarded) in any such grievance by the Association will be limited to a requirement that the application be reconsidered, with specific instructions to ensure that the circumstances which led to the grievance will be appropriately addressed. The URAB will review the grievance and make one of the following decisions:

- (i) Dismiss the grievance and uphold the decision of the President;
 - (ii) Determine that the grievance has merit but that the final decision was not affected by the matter, and uphold the decision of the President;
 - (iii) Determine that the grievance has merit and affected the outcome of the final decision, in which case the URAB will identify the error or errors, give specific directions as to what is to be done on the reconsideration, and direct that the matter in question be reconsidered commencing at the level of consideration at which the error or errors occurred. In so ordering, the URAB will provide specific instructions to ensure that the circumstances which led to the grievance will be appropriately addressed.
- (i) The URAB will conduct its work as expeditiously as possible and submit its decision (the final vote of the URAB which will be a unanimous or a majority vote of the three members of the URAB), and the written reasons for its decision, to the appellant and the President of the University, with a copy to the President of the Association, normally not later than thirty (30) working days after its first meeting. The written reasons for the decision will include particular reference to the grounds for the grievance submitted by the appellant and will address the arguments raised by each party with respect to the main issues of the case. The decision will be dated and signed by all members of the URAB.
 - (j) The Chair of the URAB will forward the URAB's decision to the Chair of the Board of Governors of the University for implementation by the Executive Committee of the Board.
 - (k) The costs of the URAB will be shared equally by the University and the Association. Each party is responsible for any costs involved in the preparation of its cases.
 - (l) Written decisions of the URAB will be maintained permanently in the office of the Vice-President, Academic and Research.
 - (m) If the decision of the URAB is rendered after June 30 and the Member is denied tenure, the Member will have his/her tenure-track appointment extended by 12 months effective July 1. If the decision of the URAB is rendered after October 31 and the Member is denied tenure, he/she will be offered an additional 12-month limited term appointment, pursuant to Clause 1.29(g) commencing the following July 1.

1.20 Board's Consideration of the URAB Decision

- (a) Following the receipt of the decision by the URAB, the Board Executive Committee will review the decision at an *in camera* meeting.
 - a. Where the decision of the URAB is to dismiss the grievance, the Board will confirm the original decision of the President;
 - b. Where the decision of the URAB is to determine that the grievance has merit but that the final decision was not affected by the matter, the Board will confirm the original decision of the President;
 - c. Where the decision of the URAB is to uphold the grievance and provides directions for reconsideration of the case, the Board Executive will ensure that the reconsideration is carried out in accordance with the directions of the URAB. Following that reconsideration, the final decision on the case will be made by the Board Executive Committee.
- (b) Decisions of the Board Executive Committee regarding tenure and promotion will be reported to the full Board at the next closed session following the decision.

1.21 Dates and Deadlines for Applications

- (a) The following are the deadline dates for applications for tenure or promotion:

April 30	Deans inform Members of deadlines for early tenure and applications for promotion, and inform Members in penultimate year of tenure-track appointments of requirement to apply for tenure
June 30	Candidates advise Deans that they will be applying for early tenure and/or promotion
July 10	Deans send lists to Vice-President, Academic and Research of candidates applying for tenure and/or promotion, and send candidates membership lists of FRC/URC and copies of official teaching evaluations
July 10	Candidates submit names of external referees to Deans
July 20	Candidates submit six (6) copies of their dossier to the office of the relevant Dean. Candidates send responses to teaching evaluations to their Dean's office.
July 20	Deans solicit external letters of reference
July 24	Candidates may indicate conflicts of interest with members of FRC/URC
September 15	Candidates may indicate conflicts of interest with Chairs of FRC/URC
September 15	Referees send in letters of reference

September 20 Deans send written recommendations to Chairs of FRCs and to candidates and give candidates' unattributed copies of external letters of reference

September 25 Candidates send to Chair of FRC responses to Deans' recommendations and submit to Deans responses to external letters of reference

- (b) For applications, the Association and the University may agree to an extension of these deadlines, though such extensions should be minor in nature.

1.22 Dates and Deadlines for Decisions – Tenure and Promotion to Associate Professor¹

- (a) The following are the deadline dates for decisions on tenure and/or promotion to Associate Professor. Where candidates receive a negative vote on a preliminary ballot, the deadlines may need to be extended within a reasonable limit for the process to be completed:

October 2 Chairs calls first meeting of FRCs

October 30 Chairs of FRCs send recommendations to URC with copies to candidates

November 7 Candidates send responses to recommendations to FRC Chairs

November 27 Chair calls first meeting of URC

December 15 Chair of URC sends recommendations to President with copies to candidates

December 22 Candidates send responses to recommendations to URC Chair

January 7 Candidates with negative recommendations from the URC may notify the President of appeal to URAC

January 20 Chair calls first meeting of URAC

January 20 President informs candidates of his/her decisions in cases with no appeals to URAC

February 1 President informs the Chair of the Board of his/her decisions with copies to candidates, in cases with no appeals to URAC

February 15 Chair of URAC sends recommendations to President with copies to candidates

¹ Note: Dates underlined refer to an appeal to the URAC.

<u>February 22</u>	Candidates send responses to URAC recommendations to President
<u>March 5</u>	President informs candidates of his/her decisions in cases with appeals to URAC
<u>April 22</u> ²	<p>Within 20 working days of a candidate receiving the letter from the President, NUFA may notify the President of a grievance to the URAB for candidates where the President has rendered a negative decision on tenure and/or promotion to Associate Professor following a positive recommendation from either the URC or the URAC. The URAB process involves the following steps:</p> <ol style="list-style-type: none"> Within 20 days of the establishment of the URAB, NUFA sends written notice of the grievance (stating the grounds for the grievance) to the URAB Chair with a copy to the President of the University. Within 20 working days of receiving the written notice, the President responds to the written notice to URAB, with copies to NUFA. The Chair of the URAB calls first meeting of URAB as soon as possible after receiving the response from the President of the University. URAB makes recommendations to Board Chair with copies to the President and NUFA. Board Executive Committee acts on URAB decisions, with copies to the President and NUFA.
<u>April 3</u>	President informs the Chair of the Board of his/her decisions, with copies to candidates, in cases with appeals to URAC but no grievances to URAB.
<u>July 1</u>	Positive decisions on tenure and/or promotion take effect or, if necessary, are retroactive to July 1 in cases where a grievance leads to a positive decision at a later date.

- (b) For decisions, the Association and the University may agree to an extension of these deadlines, though such extensions should be minor in nature.

1.23 Dates and Deadlines for Decisions – Promotion to Professor³

- (a) The following are the deadline dates for applications for promotion to Professor. Where candidates receive a negative vote on a preliminary ballot, the deadlines may need to be extended within a reasonable limit for the process to be completed:

² In the case of a grievance to the URAB, the dates will vary depending upon the time it takes to establish the URAB. Once the URAB is established, then the timelines for the URAB process will proceed in accordance with Clause 1.18 of these procedures.

³ Dates underlined refer to an appeal to the URAC.

November 27	Chairs call first meeting of FRCs
December 15	Chairs of FRCs send recommendations to URC with copies to candidates
December 22	Candidates send responses to recommendations to FRC Chairs
January 27	Chair calls first meeting of URC
February 15	Chair of URC sends recommendations to President with copies to candidates
February 22	Candidates send responses to recommendations to URC Chair
<i>March 7</i>	<i>Candidates with negative recommendations from the URC may notify the President of appeal to URAC</i>
<i>March 20</i>	<i>Chair calls first meeting of URAC</i>
March 20	President informs candidates of his/her decisions in cases with no appeals to URAC
April 1	President informs the Chair of the Board of his/her decisions with copies to candidates, in cases with no appeals to URAC
<i>April 15</i>	<i>Chair of URAC sends recommendations to President with copies to candidates</i>
<i>April 22</i>	<i>Candidates send responses to URAC recommendations to President</i>
<i>May 5</i>	<i>President informs candidates of his/her decisions in cases with appeals to URAC</i>
May 25 ⁴	<p>Within 20 working days of a candidate receiving the letter from the President, NUFA may notify the President of a grievance to the URAB for candidates where the President has rendered a negative decision on promotion to Professor following a positive recommendation from either the URC or the URAC. The URAB process involves the following steps:</p> <ol style="list-style-type: none"> a. Within 20 days of the establishment of the URAB, NUFA sends written notice of the grievance (stating the

⁴ In the case of a grievance to the URAB, the dates will vary depending upon the time it takes to establish the URAB. Once the URAB is established, then the timelines for the URAB process will proceed in accordance with Clause 1.18 of these procedures.

- grounds for the grievance) to the URAB Chair with a copy to the President of the University.
- b. Within 20 working days of receiving the written notice, the President responds to the written notice to URAB, with copies to NUFA.
- c. The Chair of the URAB calls first meeting of URAB as soon as possible after receiving the response from the President of the University.
- d. URAB makes recommendations to Board Chair with copies to the President and NUFA.
- e. Board Executive Committee acts on URAB decisions, with copies to the President and NUFA.

May 31 President informs the Chair of the Board of his/her decisions, with copies to candidates, in cases with appeals to URAC but no grievances to URAB

July 1 Positive decisions on promotion take effect or, if necessary, are retroactive to July 1 in cases where a grievance leads to a positive decision at a later date.

- (b) For decisions, the Association and the University may agree to an extension of these deadlines, though such extensions should be minor in nature.

1.24 Procedure for Promotion to Assistant Professor

- (a) If a Member who holds any appointment (tenured, tenure-track or limited-term) as a Lecturer has been awarded an earned doctorate or has been awarded the degree normally considered to be terminal in his/her discipline, he/she will be automatically promoted to Assistant Professor.
- (b) The promotion will take effect on the first day of the month following confirmation of academic credentials.

1.25 Tenure and/or Promotion on Appointment

- (a) Applicants for positions may be appointed with tenure; appointed at the rank of Associate Professor; or appointed at the rank of Professor if they have been granted the relevant appointment by a recognized post-secondary institution. Applicants will provide proof to the appropriate Dean that they hold tenure and/or the rank in question. At the rank of Associate Professor or Professor, where tenure has not been granted on initial appointment, the tenure-track appointment will normally not be longer than two years.
- (b) In exceptional circumstances, Members may be granted tenure and/or promotion to the rank of Associate Professor or Professor on their initial appointment to the University. The Dean of a Faculty may bring a request to the Chair of the URC, usually following a hiring recommendation by a Search Committee, for the granting of tenure and/or promotion on initial appointment. After receiving the request, the URC will meet as soon as possible. The Dean will present the candidate's dossier (or as much similar information as is practical) to the URC as

well as a written summary of an evaluation of the candidate by the Search Committee. The candidate may also attend the URC meeting if he/she is available.

- (c) The URC will send its recommendation to the President of the University normally within five (5) working days of the meeting attended by the Dean. Within five (5) working days of receiving the recommendation from the URC, the President of the University will make his/her decision and inform the Dean and the Executive Committee of the Board.

1.26 President's Annual Report

- (a) Every year by May 20, the President of the University will prepare a Report on Tenure and Promotion which will be appended to the June Senate agenda and submitted to the Board around the same time.
- (b) The Report will give totals for the following:
 - (i) applications for tenure – number granted, number denied, number deferred and number withdrawn;
 - (ii) applications for promotion to Associate Professor – number granted, number denied and number withdrawn;
 - (iii) applications for promotion to Professor – number granted, number denied and number withdrawn;
 - (iv) number of applications heard by the University Review Appeals Committee;
 - (v) number of grievances heard by the University Review Appeals Board
 - (vi) number of job candidate's awarded tenure upon appointment; and
 - (vii) number of job candidates awarded promotion to Associate Professor or Professor upon appointment.
- (c) The Report will also include the names of all individuals awarded tenure, tenure and promotion to Associate Professor, promotion to Associate Professor, and promotion to Professor, either through the regular tenure and promotion process or upon appointment to the University.

1.27 Access to Files

- (a) By July 5 each year, successful candidates for tenure and/or promotion will be asked by the Office of the Vice-President, Academic and Research (OVPAR) to complete, sign and return a copy of the form in Appendix III in the Standards document. If successful candidates have not handed in a form, it will be assumed that they have not given their consent for anyone to have access to the contents of their files. A Member's consent may be withdrawn at any time by filling out and submitting an updated form to the OVPAR.
- (b) The OVPAR will maintain a Reference File on Tenure and Promotion (RFTP), updated on an annual basis. The RFTP will contain a copy of each Member's file that, over the previous five (5) years, culminated in the granting of tenure and/or promotion. These files will be available for consultation by the University Review Committee (URC), the University Review Appeals Committee (URAC), the

University Review Appeals Board (URAB) and the President of the University. These evaluators may consult the RFTP in order to ensure that they are applying the prevailing norms for tenure and/or promotion in a way that is fair, equitable and consistent. The evaluators may review the President's Annual Reports on Tenure and Promotion for the last five years in order to compile a list of the files that might be available for consultation. Any consultation of a Member's file will be permitted only where the Member has given his/her consent to such consultation.

- (c) The dossier (as defined in Clause 1.9 of these procedures) of each successful file contained in the RFTP will be available between May 1 and July 15 for consultation by candidates for tenure and/or promotion. These candidates will not have access to any other materials contained in Members' files. Consultation of a dossier in the OVPAR will be permitted only where the Member who compiled and owns the dossier has given his/her consent to such consultation.

1.28 Disposal of Files

- (a) The backup copy of the dossier will be returned to the Member within three months after the Member has received the decision from the Board on his/her tenure and/or promotion application.
- (b) With the exception of the dossier, all the materials contained in a file for tenure and/or promotion will be destroyed within three months after the fifth anniversary of the date that the Member received the decision from the Board on his/her tenure and/or promotion application. Every effort will be made to return the dossier to the Member. If this is impractical (for example, because the Member is no longer in the employ of the University and has left no forwarding address) or no longer possible because of the death of the Member, the dossier will be destroyed except for "stand alone" works, which may be donated to suitable individuals or institutions.

1.29 General Matters

- (a) If any deadline date in this clause falls on a Saturday or a Sunday, the deadline will be moved to the following Monday. If any deadline date in this Agreement falls on a public holiday, the deadline date will be moved to the next working day.
- (b) Applicants and evaluators should be aware of the following Articles in the NUFA Collective Agreement that impact in some way on applications for tenure and/or promotion: 14.1(a), 18.6(f), 20.7(b), 26.3, 27.1(c), 27.12(i), 28.8(c), 35.2(c), and 35.9(e)(i), (ii) and (iii).
- (c) Between September 1 and September 30 each year, prior to commencing the evaluation of applications for tenure and promotion, the University and the Association will jointly sponsor at least one information session for the purpose of familiarizing all Committee members with their responsibilities and with the tenure and promotion procedures. All evaluators (including alternates on all Committees) will be invited to attend. While it is not a requirement that invitees attend, it is highly recommended that they do so. The University will produce an

audio-visual recording of at least one information session and will make this recording available to all invitees, including those who were not able to attend.

- (d) The JCAA will meet between May 1 and June 30 in each of 2009, 2010 and 2011 to discuss possible revisions to this clause. In their deliberations, the JCAA may invite anyone to attend its meetings and it may consult with any individual or group before formulating recommendations to the Administration and the Association. Neither the Administration nor the Association is bound to accept any such recommendations.
- (e) If in the course of its deliberations on tenure and promotion, a Committee encounters an issue for which clear guidance is not provided by this Agreement, the Committee may call upon the JCAA to rule on the issue.
- (f) The prevailing standards for tenure and promotion will be those established as of the date of implementation of this Agreement. The document entitled "Standards for Tenure and Promotion for Full-time Faculty under the NU/NUFA Collective Agreement" contains standards defining the expectations of performance for the awarding of tenure and promotion at Nipissing University. The University Review Committee (URC) reviews the University's standards for the tenure and promotion of faculty in accordance with the process for Tenure and Promotion agreed to under the Collective Agreement between the University and NUFA (hereinafter referred to as "the Agreement"). At the end of the academic year, the URC may review the standards and make recommendations to the JCAA on any changes. Any changes require approval of the JCAA.
- (g) Members considered for tenure in the final year of their tenure-track appointments and who have been denied tenure, including Members who have previously received a deferral of tenure, will be offered a final 12-month limited-term appointment for the following July 1 – June 30. It is understood that the Member's employment will terminate at the end of the additional 12-month limited-term appointment.
- (h) The terms of this Agreement were approved by the University President on 3 June 2008, by Senate on 4 June 2008, by the Board of Governors on 5 June 2008, and by the NUFA Executive on 29 June 2008.

THIS COLLECTIVE AGREEMENT

SIGNED AT NORTH BAY

this ____ day of _____, 2010

NIPISSING UNIVERSITY

Craig Cooper, Chief Negotiator

Errol Aspevig

Constance Vander Wall

Vicky Paine-Mantha

Sharon Rich

NIPISSING UNIVERSITY FACULTY ASSOCIATION

Larry Patriquin, Chief Negotiator

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Todd Horton