



# Staff Employment Policy

*Approved February 18, 2021*

# Nipissing University Faculty Association

## Staff Employment Policy

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## 1. Purpose

This document outlines policies, procedures and guidelines pertaining to matters of employment for all NUFA Staff. In addition to those outlined here, the provisions of the *Ontario Employment Standards Act*, the *Ontario Human Rights Code* and the *Ontario Occupational Health and Safety Act* apply.

## 2. Definitions

ATB	Across the Board – Salary increases negotiated for Faculty Members
CASBU	Contract Academic Staff Bargaining Unit (NUFA)
CAUT	Canadian Association of University Teachers
COFAS	Council of Faculty Association Staff
Employer	Executive Committee of NUFA
EI	Employment Insurance
ESA	Ontario Employment Standards Act
FASBU	Full-time Staff Bargaining Unit (NUFA)
LTD	Long Term Disability
OCUFA	Ontario Confederation of Faculty Associations
OHRC	Ontario Human Rights Code
OHS	Ontario Occupational Health and Safety Act
President	President of the Nipissing University Faculty Association
NUFA	Nipissing University Faculty Association
Staff	NUFA Employee under Article 4 of this Policy
STD	Short Term Disability
Workplace	NUFA office and other locations where business of the Association is conducted
Year	May 1 to April 30

## 3. Health, Safety & Security

NUFA abides by Nipissing University's Health and Safety Policies and Procedures, including its Respectful Workplace and Harassment Prevention Policies and its Accommodation Policies. The University's policies can be found on its website under "Health & Safety - Policies and Procedures".

## 4. Appointments

### (a) Continuing Appointments

New NUFA Staff hired to a Continuing Appointment shall be on probation for six consecutive months. During the fifth month, the Employer will initiate a Performance Review (Appendix A). If the appointment is not to be continued after the probationary period, the Employee will be given notice in writing of the decision before or by the end of the fifth month and any payment in lieu of notice as required by the ESA.

The contract letter for a continuing appointment will include the start date of the appointment; the probationary period; the starting salary; the cost sharing arrangement for the group benefits plan; the Employee and Employer contributions to the pension plan; a confidentiality agreement; and a copy of this Policy,

**(b) Contractually Limited Appointments**

NUFA may engage Staff for specific, short-term needs as required. Staff on Contractually Limited Appointments shall be given a contract letter that specifies their duties, responsibilities, compensation, benefits and rights which may differ from those contained in this Policy.

**(c) External Contractors Exclusion**

NUFA may also engage external providers of services including, but not limited to, website design and hosting, security, office cleaning and maintenance, and legal counsel. External service providers are not NUFA Staff and are not covered by this Policy.

## **5. Duties and Responsibilities**

The duties and responsibilities of NUFA Staff are outlined in Appendix B. Job descriptions may be revised from time to time by the Employer to take account of changes in NUFA activities or the career development of the Staff member.

## **6. Hours of Work for Staff**

**(a) Normal Hours**

- i. A normal work week is thirty-five hours divided into five work days, Monday to Friday, or seven hours per day.
- ii. Staff may start and end their work day within the range of 7am to 6pm, keeping in mind the business needs of NUFA and other Staff schedules. Staff shall inform the President of their regular daily schedule and of any anticipated semi-permanent or permanent changes to this schedule.
- iii. Unanticipated lateness or early arrivals are made up by one or more of the following ways: altering the end of day time accordingly, taking up to 30 minutes of lunch break, or compensatory time. See also Nipissing University's Health and Safety Policies regarding inclement weather.
- iv. Staff members are entitled to a one-hour unpaid lunch break and must take at least one 30-minute meal break in the day.
- v. Travel time to work outside the NUFA office is paid time.

- vi. Medical appointments may be scheduled during work hours without loss of pay or requirement to make up the time but when practicable, these should be scheduled near the beginning or end of the workday or near the lunch break.
- vii. Staff shall maintain a record of hours of work that includes hours worked in a week, any extra hours or overtime worked, and any time taken for personal business, vacation and other leaves. These records shall be updated monthly in a file kept for this purpose.

**(b) Extra Hours**

- i. Extra hours are defined as those worked in excess of 35 but fewer than 44 in a work week.
- ii. Extra hours may be required by workload demands, meeting schedules, or may be requested by the President. Staff members have the right to refuse to work extra hours.
- iii. Extra hours during the work week are compensated by time off at a 1:1 ratio.
- iv. Extra hours worked on weekends or holidays shall normally be compensated at a rate of 1:1.5 time with the exception of time worked under Articles 6 (b) vii-xi below.
- v. Compensatory time is normally taken within two months of accrual.
- vi. Compensatory time generated by working extra hours should normally not exceed 14 hours at any one time without consultation with the President.
- vii. Time spent at workshops, conferences, or meetings that require the Staff member to work more than 35 hours/week shall generate compensatory time at a ratio of 1:1 when the presence of the Staff member is required and approved by the Employer.
- viii. Staff will normally offset this time by working fewer hours or days in the week immediately preceding or following the conference or workshop in order to avoid triggering overtime, and this is the default position. If this is not possible, then a mutually agreeable arrangement may be worked out with the President.
- ix. The start and end times of these meetings determine time worked. Staff members are not expected to attend afterhours social events as part of their work duties and shall not normally be compensated for this time. However, if Staff presence is requested by the President or Employer after hours, that time shall be compensated at a 1:1.5 ratio.
- x. Travel time to and from these workshops, conferences, and meetings is work time.

**(c) Overtime**

- i. Overtime is defined as hours worked in excess of 44 in a week.
- ii. NUFA discourages overtime except in extraordinary or emergency circumstances.
- iii. Overtime shall be authorized or requested in advance and in writing (including email) to the President.
- iv. Staff members have the right to refuse overtime work.
- v. Overtime is compensated at the rate of 1:1.5 for payment or 1:2 for time taken in lieu. The choice of payment or time in lieu is the Staff member's.
- vi. Overtime claims shall be submitted and paid in the month they occur unless a variation has been agreed to as per the overtime provisions of the ESA or by mutual agreement of the Staff member and the President.

**(d) Conciliation, Mediation & Arbitration Special Circumstances**

- i. As part of their duties, Staff participate in bargaining and grievance handling proceedings such as conciliation, mediation and arbitration during which the rules laid out above may not be practically applicable.
- ii. When variations from 6 (a) or (b) are anticipated, Staff and the President shall come to a mutually agreeable arrangement, normally in advance, for compensation of extra hours.

## **7. Salaries**

**(a) Continuing Appointment Staff**

- i. New Staff salaries shall be set according to job description, current market standards, skill set, educational attainment and experience.
- ii. Upon successful completion of the six-month probationary period, Staff shall receive:
  - a. the annual Career Development Increments of 2% up to the last identified increment at which point Staff will begin to receive a junior increment (see Appendix D); and
  - b. the ATB negotiated for NUFA members in the Nipissing University-NUFA Collective Agreement for a maximum annual total increase of 3.5%.

- iii. Salary increases are implemented on May 1st of each year following the successful completion of the six-month probation period unless otherwise indicated in the letter of appointment.
- iv. In calculating salaries, career development increments (CDI) are added first and other increases are calculated on the new gross salary.
- v. Payment will be made in twelve equal installments, minus legislated, required and voluntary deductions.

**(b) Contractually-Limited Appointments**

- i. Salaries shall be determined according to current market standards for the job description and set out in writing in the employment contract letter.
- ii. Payment, minus legislated, required and voluntary deductions, is made through the Employer and monthly statements showing all deductions will be given to all Staff members with contractually-limited Appointments.

## **8. Benefits**

**(a) Group Benefit Program**

Full-time staff will be eligible for a group benefits program. The cost sharing arrangement between the Employer and the Employee for the benefits will be those of FASBU. Details will be specified at the time of the appointment.

**(b) Pension**

Full-time staff will be eligible for a pension. The contributions arrangement for each of the Employer and the Employee for the pension will be those of FASBU. Details will be specified at the time of the appointment.

## **9. Holidays and Vacation**

**(a) Holidays**

Continuing Staff are entitled to statutory and Nipissing University holidays. Contract Staff are entitled to statutory holidays as defined by the ESA.

**(b) Vacations**

**i. Continuing Staff**

- a. Staff are entitled to 19 paid vacation days per year.

- b. Staff are expected to take vacation in the year of entitlement.
- c. Vacation entitlement will be prorated to the proportion of time worked if less than 100% responsibility. Vacation days carried forward are not subject to pro-rating.
- d. Vacation may be taken at any time during the year, subject to the needs of NUFA, and subject to mutual consent of the Staff member and President.
- e. Staff will plan vacation time as far in advance as practicable with the President. Any conflicts over scheduling that cannot be resolved by the President will be decided by the Employer.
- f. Up to 5 days may be rolled over to the next year without permission of the Employer.
- g. Salary in lieu of vacation time will not be considered.

**ii. Contract Staff**

Contract staff shall be entitled to statutory vacation time or payment in lieu per the ESA.

## **10. Leaves**

**(a) Entitlement**

All post-probationary Continuing Staff are entitled to the leaves outlined here and any additional leaves mandated by the ESA. All Contract and Probationary Staff are entitled to leaves as mandated by the ESA and any leave provisions negotiated at the initiation of employment.

**(b) Sick Leave**

**i. Sick Leave**

- a. Staff members who are unable to carry out their assigned duties because of bona fide illness or injury are entitled, for each new occurrence, to Short-term Disability (STD) under the terms of the Benefit Plan.
- b. If a medical certificate is required to establish the state of the Staff member's health, the Employer shall request it. If the Employer is not satisfied, a second opinion may be sought from a physician agreed to by the Employer and the Staff member. Reasonable costs associated with acquiring a second certificate will be borne by NUFA.



- c. A Staff member on sick leave must complete an application for Long-term Disability (LTD) benefits under the terms of the Benefit Plan.
- d. If a Staff member has applied for LTD benefits, but coverage has not been confirmed prior to the expiry of Sick Leave (180 days), the Staff member may apply to the Employer for an extension of paid or unpaid Sick Leave until LTD coverage has commenced or has been denied (after appeal).

**ii. Return to Work**

- a. After a sick or disability leave of ninety calendar days (13 working weeks) or longer, Staff shall provide a medical certificate attesting to their ability to return to work and outlining any accommodations required. This certificate will normally be submitted two weeks in advance of the anticipated return date to avoid delaying the return date.
- b. The Employer may request a second opinion from a physician agreed to by the Employer and the Staff member. Reasonable costs associated with acquiring a second medical opinion will be borne by NUFA.
- c. During any delay in returning to work instigated by NUFA or required in order to accommodate returning Staff, Staff will remain on leave.

**(c) Bereavement Leave**

- i. In the event of a 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 Staff member for care and assistance, the Staff member will be granted five days paid leave. This will also apply for the death of same as applies to the Staff member's spouse. In the event of a death of an aunt, uncle, niece or nephew, one working day shall be allowed without loss of pay. Additional paid days to accommodate travel needs may be granted at the discretion of the Employer.
- ii. In the event of the death of an individual whose relationship to the Staff member is not defined above but the impact of which is comparable, a request may be submitted to the President for consideration of bereavement leave, the duration of which will be determined based on the circumstances.

**(d) Compassionate Care Leave**

It is recognized that certain circumstances may arise in the Staff member's personal or family life which may require their absence from work for a limited period of time. Notification of such absence will be made before departure, whenever possible, to the President 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 per the Employment Standards Act. Continuing Staff may apply for Employment Insurance (EI) at the closest Service Canada Centre. The Employer will issue a Record of Employment (ROE) to the Member to facilitate the submission of an EI application.

**(e) Personal Leave**

- i. Staff members are entitled to three paid personal leave days per entitlement year (1 May-30 April).
- ii. Staff shall notify the President of dates of personal leaves as far in advance as practicable.
- iii. Personal leave must be taken in full or half day increments.
- iv. Unused paid personal leave days cannot be carried forward and have no cash value.
- v. Staff members are entitled to an unpaid emergency leave of up to ten (10) days each year.

**(f) Child Care Leaves**

Staff members are entitled to all child care leaves required by law.

**(g) Court Leave**

Paid leave will be granted to any Staff member required to be a witness or juror by anybody in Canada with powers of subpoena. The Staff member will notify the President immediately upon receipt of notification that the Staff member will be required to attend court and present proof of service requiring attendance.

**(h) Benefits during Leaves**

- i. Paid leave does not affect the continuation of benefits nor the normal payment of premiums by Staff and NUFA.
- ii. A Staff member on any form of unpaid leave may continue coverage under the group benefits plans by making appropriate arrangements to pay both the Staff member's and NUFA's share of the premiums.
- iii. Staff who are members of the Pension Plan, who are on any form of paid, partially paid or unpaid leave, shall have the option of making their pension contributions based on their regular salary with or without reduction for the leave.
- iv. Where the Staff member has elected to continue making pension contributions, the Employer shall continue to make its corresponding contributions according to the terms of the Pension Plan.

## **11. Professional Expenses**

### **(a) Guiding Principles**

NUFA recognizes the importance of participation in workshops, conferences and other meetings organized by affiliate organizations (OCUFA, CAUT, COFAS) and others for Staff competence and expertise, and for the maintenance of professional networks. NUFA acknowledges that attendance at these events can provide a refreshing break from daily routine while requiring the sacrifice of family or personal time and alteration of regular schedules for participants. NUFA also recognizes its duties to NUFA members whose dues fund participation.

### **(b) General Practices**

When NUFA pays Staff professional expenses in any way (leave time, registration costs, travel, accommodation etc.), the following shall apply:

- i. Staff members shall receive approval from the Employer for any professional expense.
- ii. Staff members shall follow the same protocols for pre-approval and reimbursement of expenses as are applied to all NUFA members.
- iii. Staff members shall report back on the event to appropriate NUFA bodies as required and copy their reports to the Employer. This includes oral and/or written reports to NUFA committees, Council, General Meetings and/or notices to Members by email, on the website or through any NUFA publication.

## **12. Annual Performance Review**

In the spring of each year, the Employer will initiate and conduct a performance review for each Staff member following the protocol in Appendix A. The Staff member's final self-evaluation, the Employer's final response and the letter summarizing the meeting, salary for the next year and any actions assigned will form part of the Staff member's Employment File.

## **13. Progressive Discipline**

- (a) The Employer shall determine when discipline is warranted.
- (b) Discipline shall be progressive with the aim of being corrective.
- (c) Staff members may be disciplined only for just cause.
- (d) The appropriateness of any disciplinary measure rests on both the cause and any relevant prior imposition of discipline.

- (e)** Disciplinary measures will normally follow these steps unless the nature of the misconduct warrants escalating the discipline:
  - i.** meeting with the President
  - ii.** letter of warning and meeting with the President and/or the Employer
  - iii.** letter of reprimand and meeting with the Employer
  - iv.** suspension with pay
  - v.** dismissal for cause
- (f)** Staff members have the right to be accompanied by a person of their choice in any disciplinary proceeding.
- (g)** Disciplinary actions will be noted in writing and kept in the Staff member's file for not longer than 48 months unless subsequent disciplinary actions pertain to the same type of misconduct. The Staff member will be given copies of any disciplinary documents in their file and will be offered the opportunity to respond in writing to the discipline and have that response included in their file.
- (h)** Measures taken to coach a Staff member or correct problems including mandatory training or re-training and temporary alteration of duties shall not be deemed disciplinary.

## **14. Grievance**

- (a)** Disputes will be dealt with expeditiously and confidentially, ensuring that the rights and the dignity of the complainant(s) and respondent(s) are protected.
- (b)** Respondents to a complaint could be other NUFA Staff or NUFA Faculty. If the respondent(s) include the President, then another member of the Executive will be chosen as a substitute representative of the Employer for this process. If this is not possible, then a Past President of NUFA will be chosen as a substitute representative of the Employer for this process.
- (c)** The complainant shall initiate Step One: Formal Meeting within 20 working days of the alleged violation or dispute.

**(d) Step One: Formal Meeting**

- i.** To initiate Step 1, the complainant(s) shall:
  - a. state the grievance or dispute in writing;
  - b. refer to the clause in this Employment Policy which is alleged to have been violated or improperly applied, and/or refer to the act or omission which is being disputed;
  - c. summarize the facts giving rise to the violation or dispute; and
  - d. state the relief or remedy sought.
- ii.** A formal meeting between the complainant and the President will be held within five working days of notification.
- iii.** The complainant(s) may be accompanied by a person of the complainant's choosing.
- iv.** The President may be accompanied by a person of the President's choosing.
- v.** At the meeting, the complainant(s) will describe the situation to the President and they will discuss possible solutions or next actions, including a time frame within which such actions should be completed.
- vi.** The President shall deliver a decision on the grievance, in writing, to the complainant(s) within fifteen working days of the meeting.

**(e) Step Two: Mediation (Optional)**

- i.** Mediation is optional by agreement between the complainant(s) and NUFA.
- ii.** The role of the mediator will be to determine the facts, to ensure both the complainant(s) and the respondent(s) have an opportunity to explain the issues, and to assist them to reach a mutual agreement. Where agreement cannot be reached, the mediator may recommend a non-binding solution.
- iii.** The mediator will be jointly selected by the parties. The costs, if any, of the mediator will be paid equally by NUFA and the complainant(s).

## **15. Staff Employment Files**

- (a)** Employment records shall be maintained for all NUFA Staff as required by law.
- (b)** Documents pertaining to terms of employment, annual performance reviews, the results of discipline (per Article 13), or grievance (per Article 14) processes, and any other documentation required or permitted by this Policy (including appendices) shall be included in the Staff file.
- (c)** Staff members may see their files at any time by submitting a request to the President.

## **16. Conflict of Interest and Reasonable Apprehension of Bias**

- (a)** An actual or apparent conflict of interest or reasonable apprehension of bias arises when a Staff person is placed in a situation where his or her personal interest, financial or other, or that of an immediate family member (spouse, partner, sibling, parent, child) or of a person with whom there exists, or has recently existed, a personal, intimate or financial relationship, conflicts, or appears to conflict, with the Staff member's responsibility to NUFA.
- (b)** Staff members are expected to avoid actual and apparent situations of conflict of interest or reasonable apprehension of bias.
- (c)** Any actual or apparent conflict of interest or reasonable apprehension of bias should be disclosed to the Employer.
- (d)** The Employer shall consult with the Staff member and any other appropriate persons to determine whether a conflict or bias exists and act appropriately to deal with it. Such actions may include, but are not limited to, re-assignment of duties including committee support and directing the Staff member to recuse themselves from specific discussions or decisions.

## **17. Confidentiality**

Due to the private and sensitive nature of NUFA's work on behalf of members and with Nipissing University, Staff agree to sign a Confidentiality Agreement (Appendix C) as a condition of employment.

## **18. Indemnification**

NUFA maintains a Liability Insurance Policy which shall include all Staff members in its coverage.

## 19. Termination of Employment

### (a) Resignation

- i. Staff who decide to resign will normally notify the President in writing at least four weeks in advance of the termination date.
- ii. The letter of resignation shall specify the effective date of resignation.
- iii. Once accepted, the resignation is binding on NUFA and the Staff member and cannot be changed except by mutual agreement.

### (b) Involuntary Termination

- i. If employment is terminated by NUFA for any reason, the greater of 50%+1 sitting members of the Executive Committee must have voted in favour of the decision.
- ii. Written notice of termination shall come from the Executive Committee.
- iii. Unused vacation time (prorated to the proportion of the entitlement year worked with the exception of days carried forward), compensatory and overtime shall be paid at the time of termination.
- iv. Without Cause:
  - a. Staff will be given reasonable notice or pay in lieu.
  - b. Employer benefits and pension contributions shall continue for the notice period.
- v. For Cause: Staff terminated for cause shall be given notice or pay in lieu as required by the ESA.

### (c) Retirement

- i. Staff members who decide to retire will normally notify the President in writing at least eight weeks in advance of the retirement date.
- ii. The letter must specify the effective date of retirement.
- iii. Once accepted, the termination of employment is binding on NUFA and the Staff member and cannot be changed except by mutual agreement.

## **20. Maintenance and Modification of this Policy**

- (a)** All Staff covered by this policy will be given a copy of it with the offer of employment (or subsequently as required) and will be asked to sign acknowledgement of the terms herein.
- (b)** All members of the Executive Committee will have access to the current policy.
- (c)** Any part of this policy may be amended at any time by the Employer. Individual Staff job descriptions may be amended by the Employer. Staff will be notified of any amendments.
- (d)** Appendices may be amended from time to time by the Employer.
- (e)** Any changes to statute employment law that modify this policy shall be deemed to be in force. The policy will be updated to reflect these changes.



## **Appendix A: Annual Performance Review Protocol**

In order to provide concrete feedback and enable continuity and consistency across Staff members, the following is the process for annual evaluations:

- (a)** the Staff member will prepare an initial self-evaluation document well in advance of a performance review meeting;
- (b)** the Employer will prepare an initial written response to the self-evaluation document and the written response is shared with the Employee in advance of the meeting;
- (c)** the self-evaluation and the initial written response will form the background for a meeting at which either party can revise their submission before it is entered into the Employee's file;
- (d)** the meeting notes that capture agreed-upon actions or decisions, or proposals for future actions, will be drafted into a letter that is given to the Employee and entered into the Employee's file.

## Appendix B: Job Description

<b>JOB:</b> Operations and Administration	<b>TITLE:</b> Executive Assistant
<b>SUPERVISOR:</b> President of the Faculty Association	<b>LAST UPDATED:</b> February 2021

### SUMMARY:

The Nipissing University Faculty Association (NUFA) represents approximately 400 Faculty Members, and Librarians, organized into two bargaining units, the Full-time Academic Staff Bargaining Unit (FASBU) and the Contract Academic Staff Bargaining Unit (CASBU) which consists of part-time teaching faculty. NUFA is recognized as the sole bargaining agent of its Members and is structured as a representative democracy with an eleven-person Executive headed by the President. NUFA operates within the framework of the NUFA Constitution and By-Laws and works to uphold and protect the Collective Agreements governing both bargaining units. NUFA is a member of the Ontario Confederation of University Faculty Association (OCUFA) and Canadian Association of University Teachers (CAUT).

Reporting to the Association President, the Executive Assistant works in a consultative partnership with elected leadership to further the goals of the Association and enhance the services rendered by the Association to its . The Executive Assistant is responsible for overseeing the day-to-day operations of the Association, as well as communication with, and support for, Association Members. The Executive Assistant also interacts with University management, legal counsel, and other employee groups on campus. The Executive Assistant supports the work of the Faculty Association specifically in the areas of operations and administration, Membership support and communications, grievance and collective bargaining, and financial and data management.

### MAJOR RESPONSIBILITIES AND DUTIES:

<b>Operations and Administration (25%)</b>
<ul style="list-style-type: none"> <li>• Manage the day-to-day operations of the Faculty Association</li> <li>• Work collaboratively with President and Executive Committee Members to meet the goals of the Association, and support the Executive in strategic planning</li> <li>• Maintain and update office procedures, controls, financial policies and practices to promote and ensure effective administration of the Association's affairs</li> <li>• Ensure committee procedures are accordance with the Association's Constitution and Bylaws and applicable legislation</li> <li>• Serve as recording secretary for the Executive and Membership meetings</li> <li>• Receive, record, process, maintain and archive information relevant to the work of the Association</li> <li>• Prepare and distribute agendas and supporting materials, and track motions for Executive, and Membership meetings</li> <li>• Coordinate and arrange the meetings of the Executive, Membership, Grievance Committee, and other Standing Committees as needed, and including the Joint Committee for the Administration of the Agreement (JCAA)</li> <li>• Work to ensure Standing Committee reports and reports from representatives on non-Association Committees are submitted for Executive and Membership meetings</li> </ul>

- Support the Executive in developing, reviewing and implementing operating policies and procedures for the Association
- Support the Executive in providing orientation and training for new members of the Executive
- Manage election processes including notifications of timeframe, calls for nominations and distribution of nominations at closing, organizes ballots and voting procedures, arranges scrutineers and counting of ballots, and ensures the integrity of the elections process
- Coordinate and assume responsibility for the efficient and effective functioning of the Association office, including maintenance of the meeting and office spaces
- Develop and maintain effective working relationships with other unions, university administration and staff, professional organizations, and key stakeholders, in collaboration with the Executive, and with regard to matters related to the collective agreements, and the employment and working conditions of NUFA Members
- Obtain training as necessary to upgrade skills to meet the demands of the position, as well as technological and other developments within the administration and labour industries
- Supervise casual staff under the direction of the President of the Association
- Perform other duties as required

#### **Membership Support and Communications (25%)**

- Serve as the primary contact for Association Members, in addition to community and labour organizations, and the media
- Address Members' inquiries and requests regarding the Association's operations and services as appropriate, and direct or refer Members as appropriate
- Communicate regular reminders about Collective Agreement deadlines, upcoming Association events, and other relevant communications to the Membership as required
- Advise Members, in consultation with the Grievance Committee, on appropriate action in potential grievance situations
- Assist the President, Executive and Standing Committees in the development and distribution of communication materials for information (e.g. print/online newsletters, bulletins, presentations, announcements, etc.), as well as in support of specific goals (e.g. collective bargaining)
- Further the development of the Association by coordinating Member engagement and special events (including technical support and catering)
- Coordinate acknowledgements of Members' milestones and significant life events
- Provide information to candidates for academic posts, in respect to salaries, benefits, the collective agreement, and the Nipissing University context, and arrange meetings with candidates and new hires where possible.
- Maintain and develop the Association website
- Assist in the development and distribution of surveys to support Executive and other Standing Committees (e.g. Collective Bargaining Committee) and assist in analyzing and interpreting survey results
- Facilitate timely and complete communications with relevant external organizations, in particular with OCUFA, CAUT, Nipissing University staff and administration, and with NUFA's legal council
- Maintain media communications list for the distribution of media releases and act as the initial point of contact for media inquiries
- 

#### **Financial and Data Management (25%)**

- Maintain policies and procedures for controlling and circulating documents and files, including confidential files

- Assist in the preparation and management the annual budget of the Association, in consultation with the Treasurer
- Prepare disbursements and manage invoices, monitor financial assets, track budget cycles and expense and revenue line items, and advise the Treasurer and President as necessary of upcoming requirements
- Maintain financial records and perform duties related to general accounting administration, payroll administration, including reporting to Canada Revenue, and preparation of T4 and T4 summaries
- Assist Executive Members and other NUFA Members with Expense Reimbursement Submissions when travelling for Association business, and seek reimbursement from OCUFA and CAUT where applicable
- Advise and work collaboratively with the Treasurer and the Executive on any changes to financial policies and procedures
- Assist the Scholarships Committee with maintaining activity records, tracking and disbursements
- Advise the Executive where needed to ensure compliance with the Association's financial obligations
- Design and maintain full-time Membership database including name, department, faculty, rank, appointment type and length, tenure and promotion, compensation, sabbaticals and other leaves
- Design and maintain part-time Membership database including name, department, faculty, contract type and terms, including length, compensation, vacation pay, right of first refusal and RRSP
- Ensure receipt of all letters of appointment and contracts from the employer and process accordingly
- Reconcile dues deductions and other information provided by the employer's Human Resources and Payroll, and resolve any inconsistencies
- Maintain Membership email lists and voting lists
- Maintain employment records and human resource information related to Association staff
- Ensure Membership reporting requirements are fulfilled for the Ontario Confederation of University Faculty Association (OCUFA), Canadian Association of University Teachers (CAUT), and the CAUT Defence Fund in collaboration with President and Treasurer
- Accurately calculate and remit dues to CAUT, OCUFA and NBDLC
- Track and monitor collective agreement deadlines and adherence to these deadlines by the employer and the Association
- Monitor information and provide relevant material to the Executive from OCUFA, CAUT, and Canadian Organization of Faculty Association Staff (COFAS)

#### **Grievance and Collective Bargaining (25%)**

- Assist the Grievance and Collective Bargaining Committees in the collection and maintenance of documentation and data relevant to grievances and negotiations
- Serve as the recording secretary for Grievance Committee and Collective Bargaining Committee meetings (including negotiations)
- Assist the Grievance Committee in organizing and convening meetings with Grievance Committee, Members, and relevant university staff or administration
- Advise Members, in consultation with the Grievance Committee, on appropriate action in potential grievance situations, as required
- Maintain Grievance Database for tracking and research purposes and advise Grievance and Collective Bargaining committees of recurring issues

- Notify and update Grievance Committee Members regarding complaints and grievance issues involving Members, legal counsel and any potential concerns or expected actions
- Provide or arrange for legal, administrative, technical and research assistance to the Grievance Committee in the handling of grievances on behalf of the Members or the Association, and for the Collective Bargaining Committee in preparation and during negotiations
- Contact NUFA's legal counsel to schedule meetings, or to obtain advice and support for grievance and arbitration matters, when requested by the President or the Executive
- Organize meetings, events, communications, document preparation, and logistics for collective bargaining, in collaboration with the Executive and the Collective Bargaining Committee (CBC)
- Prepare the new collective agreements following ratification and/or assist with the verification and editing of the collective agreement in conjunction with the employer staff designate and the CBC
- Collect, record and maintain information, documents and data relevant to bargaining between rounds of bargaining
- Assist the CBC in gathering information related to bargaining trends and issues at the provincial and national level
- In the event of labour action, coordinate logistics for off-campus offices, mediation/arbitration sessions, strike support, negotiations and communications, and legal counsel
- Coordinate ratification votes for new collective agreements including voting process, answering questions and maintaining the integrity of the voting process
- Monitor the application of the collective agreements and make recommendations concerning the application of those agreements, where appropriate

## **QUALIFICATIONS:**

### **Required**

- University degree and significant experience working in an academic, unionized and/or progressive social justice and political organizations in the public sector
- Highly developed organizational, analytical and interpersonal skills with excellent written and oral communication skills
- Capacity to perform research, assess and interpret information, and possess a critical eye for detail
- Demonstrated ability to adapt effectively in a rapidly changing environment and to balance competing priorities, as well as to work independently and as part of a team
- Demonstrated professional and ethical behaviour, the ability to exercise excellent tact, judgement and diplomacy
- Exceptional capacity to maintain confidentiality and ability to be politically sensitive in navigating interactions with the diverse membership of the association, the university management, and external contacts
- Advanced document management skills, including strong record-keeping, proficiency in MS office (Word, Excel, PowerPoint), databases, website development and maintenance, survey design and analysis
- Accounting knowledge, the ability to maintain financial records, to perform duties related to general accounting, and payroll administration
- Exemplifies a commitment to equity and the values of labour unions
- Adapt effectively in a rapidly changing environment, to foster and facilitate a co-operative work environment and demonstrate effective supervisory skills

## Appendix C: NUFA Confidentiality Agreement

I, \_\_\_\_\_, in consideration of the Nipissing University Faculty Association ("NUFA") agreeing to employ me as \_\_\_\_\_, agree as follows:

1. I understand that during the course of my duties with NUFA, I will gain knowledge of, or have access to, information relating to the business and affairs of NUFA, its faculty and third parties who may from time-to-time have dealings with NUFA and its clients (such information herein collectively, "Information"). The Information, regardless of the form in which it is recorded, transmitted, observed or expressed, or to which it may be converted or transcribed, shall include, without limitation, written and electronically stored or accessible information and data, and includes the name and identity of all such clients and third parties.
2. I acknowledge that all Information is strictly confidential and I agree that I shall not reveal to any person or entity, or use any Information at any time, except as expressly directed by NUFA, or as may be required by law.
3. I acknowledge and agree that my obligation of confidentiality under paragraph 2 is of indefinite duration and that I will never disclose any Information to any person or entity, except as expressly directed by NUFA, or as may be required by law.
4. I undertake and agree that no Information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the instructions of NUFA.
5. I agree to use extreme caution with, and take all steps to safeguard, the confidentiality of any part of the Information that may come into my possession at any time or in any place, and in particular when using any type of electronic device or when performing my duties outside the office of the Nipissing University Faculty Association.
6. For greater certainty and without in any way limiting the generality of the foregoing, I understand, acknowledge and agree that the following conduct would amount to a breach of my obligations under this agreement:
  - i) discussing the identity of a faculty member with any person or entity other than a member of NUFA or a third party where I have not been expressly authorized by NUFA to do so;
  - ii) discussing a faculty file, or any details thereof, with any person or entity other than a member of NUFA or a third party where I have not been expressly authorized by NUFA to do so;
  - iii) discussing a faculty member's file, or any details thereof, in a location or in a manner that may be overheard by unauthorized third parties;
  - iv) failing to keep faculty documents safe and secure at all times;

- v) allowing the faculty name or file matter name to be displayed on any document or a file folder in any non-confidential setting; or
  - vi) disclosing, divulging, revealing or using Information for my personal benefit or for the benefit of any other person or entity.
7. I understand and agree that compliance with this agreement is a condition of my engagement with NUFA and that failure to comply strictly with each term of this agreement may result in the termination without notice of my employment with NUFA.
  8. I agree that if I am compelled by law to disclose Information as contemplated in paragraphs 2 and 3 above, I shall co-operate with NUFA in order to prevent or minimize such disclosure, and I acknowledge that NUFA waives compliance with this agreement to the extent that such disclosure cannot be prevented or minimized. I further agree that I will only disclose that portion of the Information that I am compelled to disclose and that I will exercise all reasonable efforts to seek reliable assurances that such portion of the Information will be accorded confidential treatment.
  9. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.
  10. The covenants in this agreement are separate and severable, and unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, if any court determines that the restrictions as set forth herein are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the agreement shall thereby be reformed.

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Signature

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Date

## Appendix D: Salary Grid

Step	Level 1	Level 2	Level 3	Level 4
1	\$40,000	\$45,000	\$50,000	\$55,000
2	\$40,800	\$45,900	\$51,000	\$56,100
3	\$41,616	\$46,818	\$52,020	\$57,222
4	\$42,448	\$47,754	\$53,060	\$58,366
5	\$43,297	\$48,709	\$54,122	\$59,534
6	\$44,163	\$49,684	\$55,204	\$60,724
7	\$45,046	\$50,677	\$56,308	\$61,939
8	\$45,947	\$51,691	\$57,434	\$63,178
9	\$46,866	\$52,725	\$58,583	\$64,441
10	\$47,804	\$53,779	\$59,755	\$65,730
11	\$48,760	\$54,855	\$60,950	\$67,045
Jl	\$49,860	\$56,055	\$62,250	\$68,445
Increment Value	\$1,100	\$1,200	\$1,300	\$1,400