

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, 2015 to April 30, 2019

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APPENDICES

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ARTICLE 1: DEFINITIONS

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

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.

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.

Academic Unit designates a school, division, or department responsible for the delivery of an academic program.

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

Alternative Delivery Mode designates any course where instructors and students for some or all of the instruction are not in the same physical space.

Association designates the Nipissing University Faculty Association (NUFA).

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

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

CASBU designates the Contract Academic Staff Bargaining Unit as described in Appendix A of their Collective Agreement.

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.

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.

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.

Director of a school is that person elected by Members in that school in accordance with procedures specified in this Collective Agreement.

Employer designates the Board of Governors of Nipissing University.

FASBU designates the Full-time Academic Staff Bargaining Unit as described in Appendix A of this Collective Agreement.

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

Main Campus is the University operations within the City of North Bay.

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.

Month designates twenty-two (22) working days.

Nipissing University is the body corporate defined by the Nipissing University Act (1992).

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.

OCUFA designates the Ontario Confederation of University Faculty Associations.

Official File designates all files containing evaluative materials concerning Members, housed in the Dean's Office.

On-Campus Course designates a course where both the instructor and the students(s) are in the same physical space.

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

Part-time Instructor is as defined in the CASBU Collective Agreement and designates a Member hired on a per-course instruction basis and whose contract is for a definitive/limited timeframe.

Personnel File designates all files containing benefits and payroll records concerning Members, housed in the Human Resources Office.

Pre-packaged Course is as defined in the CASBU Collective Agreement and designates a course, delivered by an Instructor, where the content is produced by, and belongs to, the University.

President designates the Chief Executive Officer and Vice-Chancellor of the University.

Provost and 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. Throughout this Agreement, this position title may be referred to as Provost.

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

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.

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

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

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.

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 appointment pursuant to Article 27.11 or 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** 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.
- 5.2** 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.
- 5.3** The Employer will provide the Association with suitable office space on the University campus.
- 5.4** 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.
- 5.5** 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 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 the academic unit, faculty, Senate and University committees, and duties undertaken for learned or professional societies.
- 5.6** The Association will have the right to have an observer present at meetings of Members 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.
- 5.7** 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.

- 5.8** The Employer will grant the Association four (4) three-credit course releases, or equivalent, during each academic year. In addition, during a collective bargaining year and in connection with preparing for and/or conducting negotiations for a renewal Collective Agreement, the Employer will grant the Association two (2) three-credit course releases or equivalent. 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 or Director, 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.
- 5.9** The Association may at its discretion purchase up to five (5) additional three-credit course releases in any academic year to be assigned to any Member of the NUFA Executive Committee or sub-committee thereof, by remitting to the Employer the amount equal to an overload stipend for each 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 27.11 and 27.12.
- 5.10** The Association will inform the Employer by March 31 for fall and winter courses of the names of the Members designated to receive the course releases listed in Article 5.8 and 5.9.
- 5.11** The course releases in Article 5.8 and 5.9 shall be exempt from the calculations of CASBU Member teaching as a percentage of courses taught as outlined in Article 21.3(a).

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 Provost 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, and teaching workload (normal, teaching intensive, research intensive, plus any releases or overload);
 - 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 per the Public Sector Salary Disclosure Act (PSSDA), 1996, as amended 2004.

- (c) Before May 1 of each year, the Employer will make available to the Association a copy of the confidential contracts for each senior administrative position, including the President, all Vice-Presidents, and Deans of faculties, on the express understanding and agreement that the Association will keep all information related to these contracts strictly confidential and will not use or disclose any information contained therein for any purpose other than dealings directly between the Employer and the Association related to the Collective Agreement.

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 and the Association desire that Members be familiar with the provisions of this Collective Agreement and their rights and obligations under it. 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 an electronic link to a secure searchable PDF copy of the Agreement. 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** A secure searchable PDF copy of the Agreement will be provided for newly-appointed Members in the bargaining unit by the Human Resources Office along with a letter signed by the NUFA President introducing the Association and the Agreement. The Office of Human Resources, will send the secure searchable PDF copy of the signed Agreement and the accompanying NUFA President's letter with the pension, group benefits and payroll information.
- 8.4** Signed paper copies of the Agreement will be housed with the Employer and the Association.

ARTICLE 9: JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT

- 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 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 Provost.

13.6 Following consultation with the Member and other appropriate persons, the Dean (or Provost) 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 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family or intimate relationship.

13.8 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: OFFICIAL FILES

14.1 Official Files

- (a)** There will be one Official File for each Member. All Official Files will be kept in the office of the appropriate Dean and will be clearly marked as confidential. For clarification, the files maintained in the Human Resources Office are not Official Files.
- (b)** The official documents constituting the Official File will be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy.
- (c)** The Official File of each Member will contain only material pertaining to the employment of the Member. The material in the Official File may include, but will not be limited to, the Member's curriculum vitae, annual reports, university transcripts, letters of application, references, salary and work history, student opinion surveys of faculty teaching, disciplinary material, signed commendations and complaints, decisions and recommendations together with the reasons arising from personnel decisions, and copies of material reflecting professional development and achievement.
- (d)** The file created for assessment of tenure and/or promotion will be an annex to the Official File. Tenure and/or promotion files will be created, accessed, and disposed of in accordance with Article 25.

14.2 Access to Official Files

- (a)** A Member may request, at least 24 hours in advance, to the appropriate Dean to examine all of his or her Official File during normal business hours, in the presence of the Dean or the Dean's designate. Members will be required to provide identification before access to the Official File is granted. Before a Member examines his or her file, confidential materials will be removed.
- (b)** The contents of a Member's Official File will be made available only to authorized representatives of the Employer for the purpose of administering the Collective Agreement. The Official File can be made available to other persons only with the written consent of the Member, with the exception of instances where it is required by law. In such cases, the Member will be immediately notified of the details of the release, including the names of any persons granted access to the Official File and the legal reasons for the granting of access, unless such notification is prohibited by law.

14.3 Amendments to Official Files

- (a) A Member will have the right to supplement or correct his or her Official File in the event of error or inadequacy.
- (b) A Member may request in writing to the Dean that material which the Member believes is false, irrelevant, inaccurate, or unsubstantiated be removed from his or her Official File. The Dean will respond to a Member's request in writing within ten (10) working days. If the Dean rejects a request, the Member may place a response to the material in his or her Official File. The Member's response does not take the place of a grievance.

14.4 Anonymous Materials

- (a) No anonymous material will be kept in any Member's Official File.
- (b) No anonymous material will be submitted as evidence in any formal decision or action involving a Member. If anonymous material is introduced as part of any deliberation, action, or proceeding, 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 is considered anonymous material; however, it may be submitted by the Member without invalidating the process.

14.5 Confidential Materials

- (a) The Member will be informed in writing of any additions to or deletions of material from his or her Official File within ten (10) working days of the addition or deletion. At any time, however, Members may request to view anonymized confidential letters of assessment held in their Official File.
- (b) Notwithstanding Article 14.5(a), letters of assessment 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 or her appointment. Such letters of assessment will be destroyed within one (1) month after the Member's appointment commences.
- (c) If confidential material from the Member's Official File is used in the course of proceedings to resolve a grievance, and an arbitrator is deciding the case, he or she will have access to all relevant confidential material in the Official File and may make use of it in his or her decision, having due regard to its confidentiality

14.6 Filing Complaints

- (a) In the case of a signed complaint made by anyone against a Member, the Member will be promptly advised by the Dean in writing that a complaint has been placed in the Official File. A copy of the signed complaint will be sent to the Member. The Member will be given an opportunity to place a comment or rebuttal in the Official File.

- (b)** The Member will be informed in writing of any additions to or deletions from his or her Official File of materials involving complaints within ten (10) working days of the addition or deletion.
- (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 Member's Official 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 Member's Official File;
 - iii)** when written student comments are retained, copies will be placed in the Member's Official File and a copy forwarded to the Member.

14.7 Termination of Employment

- (a)** 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 designate to his or her communications and files, whether in paper or electronic format. The purpose of the allowed access is for transferring required documents to other faculty, the Chair or Director, 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 the Member's communications and files. Items that are clearly of a personal nature or are owned by the former Member, such as furniture, pictures and books, may be removed at this time.
- (b)** On termination for cause, a Member may make arrangements with Human Resources to have his or her communications and 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.
- (c)** Any files of a former Member that remain after the application of the provisions in Articles 14.7(a) or 14.7(b) may be archived or may be destroyed at the discretion of the Dean after a minimum of seven (7) working days.

ARTICLE 15: PRIVACY

- 15.1** Universities in Ontario are subject to the Freedom of Information and Protection of Privacy Act (FIPPA). All records in the custody and control of the University are subject to FIPPA, with exceptions as defined by the Act (amendment date 2014). Persons may request and have a right to access University information or records. The Employer must notify the Association of any FIPPA request received by the Employer, which seeks to access the records, as defined under the Act, of a Member. 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 the following:
- (a)** correspondence, a memorandum, a book, a plan, a map, a drawing, a diagram, a pictorial or graphic work, a photograph, a film, a microfilm, a sound recording, a videotape, a machine readable record, any other documentary material regardless of physical form or characteristics, and any copy thereof; and
 - (b)** subject to the regulations, any record that is capable of being produced from a machine readable record under the control of an institution by means of computer hardware and software or any other information storage equipment and technical expertise normally used by the institution.
- 15.2** The parties agree that Members have a right to privacy in their personal communications and files whether on paper or in electronic form.
- 15.3** The Employer will, whenever possible, provide clear notification of its intention to examine the Member's communications and files in accordance with this Agreement, together with reasons for such action.
- 15.4** The Employer will not inspect a Member's paper communications and 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 e-mail 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.
- 15.5** Notwithstanding the provisions of Article 15.4, 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 work. To that end, the Employer agrees:

- (a) to maintain a Joint Health and Safety Committee (the JHSC) 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;
- (e) to comply with the Occupational Health and Safety Act, R.S.O. 1990, and relevant regulations thereto, as amended from time to time (the "Act");
- (f) that Members may refuse unsafe work pursuant to and in accordance with the relevant provisions of the Act for so doing;
- (g) that Members report any known or potential dangers to their Dean;
- (h) In addition, the Employer agrees:
 - i) to provide Members with health and safety training, personal protective equipment, and access to health and safety programs, policies and procedures;
 - ii) to provide resources for the JHSC;
 - iii) to compensate an LTA Member who is eligible to be, and serves as, the person appointed by the Association to the JHSC when that service is outside the period of his/her contract;
 - iv) to provide training for the person appointed by the Association to the JHSC directly related to their duties and responsibilities in connection with the JHSC;
 - v) to recognize a JHSC Member's right to be present during workplace safety testing and audits and receive written copies of any reports and recommendations from the testing/audits and a copy of a draft report if one is provided to the Employer;
 - vi) to recognize a JHSC Member's right to have advance notice when advance notice is given by the Ministry of Labour of any Ministry of Labour inspection and to accompany a Ministry of Labour Inspector during an inspection and receive a copy of any report produced by the inspector.

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, to treat students fairly and ethically, and to teach effectively, which includes using fair, reasoned and fact-based arguments and showing a willingness to accommodate the expression of differing points of view.

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.

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 have the right to seek permission from their academic unit to teach a course(s) by alternative delivery mode.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 second week of the Fall term for courses commencing in the Fall term; by the end of the second 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.
- (h) 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. 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. However, where appropriate and relevant to a Member's research, Members are expected to seek external funding to support their research including funds for equipment, research materials, travel and student support.
- (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 Article 25.9(h), Tenure and Promotion Procedures.
- (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 or Director, 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) With the acceptance of a full-time appointment at the University, a Member makes a professional commitment to the University. Members are expected to direct the primacy of their professional commitment to the University. Recognizing that external professional activities can bring benefits to, and enhance the reputation of, the University, and the capacity of Members, the Employer recognizes that Members may engage in outside professional activities, provided that such activities are not undertaken in conflict with this Agreement and do not conflict or interfere with the Member's responsibilities to the University as defined in this Agreement.
- (b) 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 outside professional activities, provided that, such activities are not substantial. Such activities are considered substantial if they conflict or interfere with the fulfillment of the Member's obligations to the University, including teaching, scholarly work and a fair share of service.
- (c) Members will be responsible for seeking the Dean's permission in writing prior to engaging in any proposed outside professional activities which might be, or could become, substantial. In such cases, if the Dean's approval is granted, the number of hours will be noted and the Dean's permission will be documented in writing and placed in the Member's Official File.
- (d) Outside professional activities which involve a significant use of University supplies, equipment, facilities, employees or services will be subject to approval by the Provost. 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 Provost agrees to waive all or part of such charges.
- (e) 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.
- (f) The University assumes no liability for any action brought against a Member as a result of outside professional activities.
- (g) 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 the Nipissing CV format (template found in Appendix K). The Annual Report Form (as detailed in Article 27.4 and found in Appendix J) will highlight the previous year's (September 1 to August 31) accomplishments and goals for the coming year.
- (b)** If any of the following information for the previous year (September 1 to August 31) is not specifically included in the curriculum vitae, 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.

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 Search Committees

- (a)** The Dean or the Associate Dean will coordinate the selection of the Search Committee.
- (b)** A Search Committee will have no more than seven (7) and no fewer than five (5) members excluding the Chair of the Committee. The Chair of the Committee is non-voting. Search Committees will be constituted as follows:
 - i)** the Dean or the Associate Dean who will Chair the Committee;
 - ii)** the Chair, Program Coordinator or Director of the hiring academic unit;
 - iii)** at least two (2) but no more than four (4) tenured or tenure-track Members from the academic unit elected by the Members of the academic unit;
 - iv)** at least one (1) additional Member from a different academic unit than the hiring unit selected by the hiring academic unit;
 - v)** where the Members of the academic unit so choose, one (1) student (undergraduate or graduate) selected by the Members of the hiring academic unit;
 - vi)** where the Members of the academic unit so choose, one (1) CASBU Member selected by the Members of the hiring academic unit; and
 - vii)** where an academic unit has fewer than two (2) tenured or tenure-track Members (excluding the Chair, Director, or Program Coordinator), Faculty Council will select the Members to serve on the Search Committee.

19.2 Confidentiality

All members of any Search Committee will respect the confidentiality of the Committee deliberations, documents, consultation and proceedings.

19.3 Academic Qualifications

- (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 19.3 (a), the candidate with the best academic qualifications will be recommended for any position.

19.4 Appointment Procedures

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 Provost. If the Provost does not accept the recommendation, he/she will send the matter back to the Dean and the Search Committee for a further recommendation.

19.5 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 Provost must send a completed Foreign Academic Recruitment Summary form to Human Resources and Skills Development Canada (HRSDC) if required.
- (c) If the Provost 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 Provost.
- (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.

19.6 Spousal Candidates

- (a)** If the spouse of a tenure-track or tenured Member applies for an advertised position at the University covered by this Collective Agreement, 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.

19.7 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 19.7 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.

19.8 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 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 19.8 (a) and (c), the Provost 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 Provost 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.

19.9 Ranks for Faculty

All appointments under this Collective Agreement will be made at the ranks of Lecturer, Assistant Professor, Associate Professor and Professor.

19.10 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 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) A Limited-Term Appointment is set out in Article 20. Nipissing University has two types of Limited-Term Appointments: 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.
- (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.

19.11 Letters of Appointment

- (a) The Provost 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 19.10;
 - ii) rank pursuant to Article 19.9;
 - 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 (LTA1 or LTA2) and the duration of the appointment;

- vii) nominal salary and "step" pursuant to Appendices C, D, E, F(i) and (ii), 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 research grant application process (normally \$5,000), 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, per Article 25.28(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 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 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 (per Articles 20.1 and 20.4) why the appointee received a limited-term appointment rather than a tenure-track appointment.

20.6 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 2012-2015 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 27.7(c).

- 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)** No Part-Time Instructor will teach more than four 3-credit courses or equivalent during the Fall/Winter term. This limit does not apply to pre-packaged courses.

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, alternative delivery 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. (See Appendix L)

ARTICLE 23: CROSS-APPOINTMENT OF FACULTY

- 23.1** Where sound academic reasons exist, a Member may be cross-appointed 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 Provost 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 (a)** Where a cross-appointment is made subsequent to the initial appointment, the Member will receive a new letter of appointment outlining the home unit and all items outlined in Article 19.11. A copy of this letter will be forwarded to the President of the Association.
- (b)** 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 Provost. 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 Provost.
- 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 Provost will make the final decision on the transfer and will confirm the decision in writing to the Member. The decision of the Provost 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 Provost 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 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 Article 25.9 below.
- (e) File: This refers to the dossier described in Article 25.9 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 Tenure and Promotion – Faculty Committees (TPFs), the Tenure and Promotion – University Committee (TPU), and the University Review Appeal Committee (URAC).
- (g) Year: This refers to the Academic Year from July 1 to June 30.
- (h) 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.
- (i) Standards: This refers to the “Standards for Tenure and Promotion Procedures at Nipissing University” document, as amended from time to time by agreement of the parties.

25.2 Decision-Making Process

- (a) A candidate’s application for tenure or promotion is considered in the following stages of deliberation by:
 - i) First, the candidate’s Tenure and Promotion – Faculty Committee (TPF), which will make a recommendation to the Tenure and Promotion – University Committee (TPU);
 - ii) Second, the Tenure and Promotion – University Committee (TPU), which will make a recommendation to the President of the University; and
 - iii) Third, the President of the University considers the recommendation of both the TPF and TPU, making a final decision on behalf of the Board of Governors and reports that decision to the Board of Governors.

- (b)** For negative recommendations at the following stages in the process:
 - i)** TPF: A final recommendation of the TPF is not appealable.
 - ii)** TPU: The candidate can appeal a negative recommendation of the TPU to the University Review Appeals Committee (URAC). The URAC reviews the appeal and makes a recommendation to the President.
 - iii)** President: The candidate may, with the agreement of NUFA, appeal a negative recommendation of the President to the University Review Appeals Board (URAB), which will make a recommendation to the Board of Governors.

25.3 Tenure and Promotion – Faculty Committees (TPFs)

- (a)** Each Faculty will have a Tenure and Promotion – Faculty Committee (TPF). Each Committee will be composed of six members: the Associate Dean of the Faculty or a Dean or Associate Dean from another Faculty, who will be Chair, and five tenured or tenure-track Members, a majority of whom must be tenured. Aside from the Chair, the TPF members will be elected by the tenured and tenure-track Members from within the same Faculty.
- (b)** Membership on a TPF 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 on the Committee begins. A majority of TPF members must have tenure. On a TPF, the role of the Chair is to ensure that the Standards and the procedures in this Article are followed. All Members have voting rights, but the Chair will vote only in case of a tie.
- (c)** For the Faculty of Arts and Science's TPF, no more than two Members may be from any department/school. For the Faculty of Education's TPF, the Members will be elected from the entire Faculty.
- (d)** For the Faculty of Applied and Professional Studies, every effort will be made to have Members elected from across the schools/departments within the Faculty of Applied and Professional Studies. However, if this is not possible, then Members may be appointed by the Provost, with the agreement of the President of the Association.
- (e)** If any new Faculties are created, each new Faculty will have its own TPF where practicable. If this is not practicable, the Provost will, in consultation with the Association, determine an appropriate site for review within an existing TPF.
- (f)** A TPF will have two alternates, usually those who finish sixth and seventh in the election for a TPF. If a vacancy occurs, the alternate who finished sixth usually will be appointed to the TPF first.

- (g) A non-voting NUFA Observer will be appointed by the President of the Association to sit on each TPF. 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 Chair between meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chair of the Committee.
- (h) Quorum for a TPF is five members, a majority of whom must be tenured. The Chair of the Committee must be in attendance; he/she is counted towards the quorum.
- (i) The President of the Association will be informed by the Provost's Office of the membership of the TPFs and any subsequent membership changes that may be necessary.

25.4 Tenure and Promotion - University Committee (TPU)

- (a) The Tenure and Promotion – University Committee (TPU) will have eight members: the Provost, who will be Chair, one Dean appointed by the Provost, 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 come from Science and two Members will come from either the Social Sciences and/or the Humanities. One Member will represent the Faculty of Applied and Professional Studies and two Members will represent the Faculty of Education.
- (b) TPU members representing a faculty group will be elected by the tenured and tenure-track Members from within the faculty group(s). The stipulations of this Article will be overridden if the number of nominees for the TPU is equal to or less than the total number of elected positions (six) on the TPU, in which case, all nominees, regardless of their faculty group, will be acclaimed to the Committee. On the TPU, the role of the Chair is to ensure that all procedures are followed. The Chair will vote only in case of a tie. On the TPU, the role of the Chair is to ensure that the Standards and the procedures in this Article are followed.
- (c) The TPU will have five tenured alternates. They will be the Members who, in the elections to the TPU, 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 TPU. If there are not enough candidates in an election to produce the required number of alternates, eligible alternates may be appointed by the Provost and the President of NUFA.
- (d) The TPU 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 TPU.
- (e) A non-voting NUFA Observer will be appointed by the President of the Association to sit on the TPU. 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 Chair between meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chair of the Committee.

- (f) Quorum for the Tenure and Promotion - University Committee (TPU) is six members. The Chair of the Committee must be in attendance; he/she is counted towards the quorum.
- (g) The President of the Association will be informed by the Provost's Office of the membership of the TPU and any subsequent membership changes that may be necessary.

25.5 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.
- (b) 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. Appointees may not serve in any other capacity in the tenure and promotion process, including that of the NUFA Observer.
- (c) Members of the Committee will serve for a two (2) year term with a possibility of reappointment.
- (d) A candidate may appeal a negative decision of the TPU to the URAC (see Article 25.17). A TPU recommendation to defer consideration for tenure is not appealable to the URAC.

25.6 Elections and Appointments to the TPU and the TPFs

(a) Term of Appointments

Members elected or appointed to the TPU or a TPF 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. Elections for the TPU will be held separately from and prior to elections for TPFs.

(b) Nominations and Elections to TPU

- i) The Office of the Provost will notify tenured and tenure-track Members via e-mail that elections will be held for the TPU and that nominations are invited. Members must be nominated in writing to the Provost by another tenured or tenure-track Member. The nominator should also send a copy of the nomination to the President of the Association. The Provost will ascertain whether the nominated individuals will allow their names to stand for election. All advance nominations will be publicly announced by the Provost. At that time, the Provost will invite further nominations. After the deadline for nominations closes, for TPU faculty group positions, where the number of nominees is equal to or less than the number of positions, those nominees will be acclaimed.

- ii) In faculty groups where there are more nominees than positions, the members of the TPU 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 of the TPU who represents their faculty group. The vote will be organised by the Provost 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 Provost. Ties will be decided by lot. The Provost 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 Provost will publicly announce their names in due course.

(c) Nominations and Elections to TPF

- i) The Office of the Provost will notify tenured and tenure-track Members via e-mail that elections will be held for the TPF and that nominations are invited. Members must be nominated in writing to the Provost by another tenured or tenure-track Member. The nominator should also send a copy of the nomination to the President of the Association. The Provost will ascertain whether the nominated individuals will allow their names to stand for election. All advance nominations will be publicly announced by the Provost. At that time, the Provost will invite further nominations. After the deadline for nominations closes, for TPFs, where the number of nominees is equal to or less than the number of positions, those nominees will be acclaimed.
- ii) Where there are more nominees than positions, the members of the TPFs 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 TPF. The vote will be organised by the Provost 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 Provost. Ties will be decided by lot. The Provost 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 Provost will publicly announce their names in due course.
- iii) For the TPFs, nominees may include Members who failed to be elected to the TPU as either members or alternates. For the TPFs, after nominations close, if the number of nominees is equal to or less than the number of positions on a TPF, those nominees will be acclaimed. If any TPF does not have five members, further members will be appointed to its TPF by the Provost, after consultation with the Faculty/Faculties and the Association. Cross-appointed faculty will vote in the TPF where the larger share of their workload is allocated.

(d) Dates and Deadlines for Assembling the TPU and TPFs

The following is a summary of dates and deadlines for assembling the TPFs and the TPU:

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

The Provost and the President of the Association may agree to an extension of the deadlines noted in this Article, though such extensions should be minor in nature.

(e) Insufficient Numbers Elected

If a full complement of 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 Provost 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.

(f) Committee Vacancies

If there is a vacancy on the TPU or a TPF, and no alternate has been elected by the faculty group/Faculty, an eligible Member will be jointly appointed by the Provost 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 jointly appointed by the Provost and the President of the Association. The appointments must follow, whenever possible, the distribution requirements of the Committee.

(g) Alternates

Alternates designated from the appropriate faculty will not participate in the deliberations or decision-making of a Committee. In the case of a vacancy, the alternate designated from the appropriate faculty will be asked by the Chair to join the Committee as a member with voting rights.

(h) Ineligibility

- i) Members must not serve on any TPF (including as alternates), the TPU (including as alternates), or the URAC in any year in which they have applied for tenure or promotion.
- ii) Members must not serve on any TPF (including as alternates), the TPU (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.
- iii) In any given year, Members can serve at only one of the following levels of decision-making: the URAC, the TPU (including as an alternate), and the TPFs (including as an alternate).
- iv) The President of the Association, the Association's Grievance Officers, and the NUFA Observer on the TPU must not sit as members or alternates on any TPF, the TPU, or the URAC.
- v) For any individual application, the members of the TPF, the TPU, the URAC, and the President of the University may not be persons with whom the candidate has a close personal relationship (including, but not limited to, spouses, parents and children, and siblings) to each other.

(i) Training

Each year, prior to the beginning of the tenure and promotion process, the Office of the Provost and NUFA will hold a joint tenure and promotion workshop for new and returning committee members, alternates, and NUFA Observers. All are encouraged to attend.

(j) Committee Renewal

- i) Members may serve on a maximum of two TPFs in any year – the TPF of their own faculty and a second TPF to which they have been appointed (to raise the number of voting members on a TPF to five [5]).
- ii) There is no limit on how often a Member can be elected to serve on a TPF or the TPU.

25.7 Tenure and Promotion Applications

- (a)** The Employer and the Association will hold jointly an annual workshop for Members who are planning to apply for tenure and/or promotion.
- (b)** 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 Article 25.9. Members are encouraged to be selective of the materials submitted for the dossier but should include peer-reviewed materials.
- (c)** 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.
- (d)** In order to apply for promotion a Member must hold a tenure-track or tenured appointment.
- (e)** For a candidate cross-appointed to more than one Faculty, his/her application for tenure and/or promotion will be vetted in the TPF 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 TPF, chosen by the Member. In all such cases, the work of the candidate in the "other" Faculty will be included in the assessment.
- (f)** 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. However, the new external letters of reference may be solicited from previous referees.
- (g)** For the purposes of assessing eligibility to apply for tenure, sabbatical leaves will be counted as regular periods of employment.
- (h)** Between February 1 and February 28, 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 March 1 and March 31, as long as the Member will have completed at least two years' service at the University on a tenure-track appointment by the May 31 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.

- (i) Eligible Members may apply for early tenure only once. If Members who apply for early tenure receive a deferral of decision on tenure, or they send written notice to the Dean to withdraw their application after June 10, they will next be considered for tenure in the final year of their tenure-track appointment (the automatic consideration noted in this Article). An application withdrawn on or before June 10 will not count as an application for early tenure. 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 February 1 and February 28, 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 19.10(c) and Article 25.7(i), a Member on a tenure-track appointment may apply to his/her Dean by May 31 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 in a subsequent year.

25.8 External Letters of Reference

- (a) All referees must be at arm's-length. That is, they cannot be 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 and have not held simultaneous academic appointments at Nipissing University. The referee may have met the candidate at a conference, or may know people in common, and the candidate and referee may already be familiar with each other's works.
- (b) For tenure, reference letters from three (3) external referees with the rank of tenured Associate Professor or equivalent are required. By March 31 candidates will submit to his/her Dean a preliminary list of six (6) potential referees. By June 10, the candidate will submit in writing to the Dean a final list of six (6) potential referees.
- (c) For promotion to Associate Professor, reference letters from three (3) external referees are required. By March 31 candidates will submit to his/her Dean a preliminary list of six (6) potential referees. All referees must hold the rank of tenured Associate Professor or Professor save one (1) who may be a highly credentialed non-academic within a relevant profession or field of research. By June 10, the candidate will submit in writing to the Dean a final list of six (6) potential referees.

- (d) Members applying for tenure and promotion to Associate Professor in the same year may submit the same list of potential referees for both applications; however, a non-academic referee can only be asked to comment on the application for promotion.
- (e) For promotion to Professor, reference letters from three (3) external referees are required. By March 31 candidates will submit to his/her Dean a preliminary list of six (6) potential referees. At least four (4) of the referees submitted must hold the rank of Professor. In exceptional circumstances appropriate to the candidate's field at least four (4) of the referees must have a stature equivalent to that of a Professor. By June 10, the candidate will submit in writing to the Dean a final list of six (6) potential referees.
- (f) At any time after March 31 and before June 10:
 - i) If the Dean has no challenges to the list proposed on March 31, the Dean may begin soliciting reference letters from the list.
 - ii) 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 the Dean will communicate the reason(s) for the challenge in writing to the candidate and 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 final list in writing by June 10.
 - iii) Should the Dean have any difficulty soliciting letters from the agreed upon list, the Dean will inform the candidate in writing and request from the candidate a further referee for each referee who declined.
- (g) If the Dean and the candidate cannot agree, they will meet with the Provost 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.
- (h) The candidate must not contact any potential referees on his/her list. The candidate will write and sign a statement describing the nature of the relationship and any interactions he/she has had with the individuals he/she has proposed as referees, explaining how and why they are all arm's-length. The statement will be included in the candidate's file.

- (i) 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 CV or publication lists posted on the World Wide Web.
- (j) If a candidate wishes to seek assistance in identifying potential referees from the Dean, the Dean may suggest potential referees. Any potential referees must be at arm's-length to both the candidate and the Dean.
- (k) 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 provide evaluations. In a case where the list is exhausted after June 10, the Dean will ask the candidate for additional names of potential referees until three (3) nominated referees have agreed to provide evaluations. No record will be placed in a candidate's file of referees who have declined to write letters.
- (l) Referees who 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 tenure alone, promotion alone, tenure and promotion, or neither.
- (m) 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 ten (10) 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.
- (n) If only two reference letters have been received by the first meeting of a TPF, the candidate's application will proceed. If the third referee's letter arrives after the first meeting of a TPF and the timing enables the TPF 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 TPF 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.

25.9 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 may 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. Candidates may, if they wish, submit the dossier organized in a similar manner in an electronic format or a combination of print and electronic formats.
- (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 and should reference the material in the dossier. 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:

- i) 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; the nature of the subject matter; and teaching workload for the past five (5) years of appointment;

- ii) 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
 - iii) 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 an approved Nipissing University format: CIHR, NSERC, SSHRC, IQAP or Nipissing (see template in Standards document). This will include teaching and related activities (see also Article 25.15 c); other research, scholarly and/or creative activities; grants and contracts received; 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) if applicable, 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 opinion surveys. A typed, representative sample of student comments, recorded at the time of the student opinion surveys, 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
 - 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 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 (xxiv) 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)** peer-reviewed journal articles;
- iv)** non peer-reviewed journal articles;
- v)** chapters in edited books;
- vi)** book reviews;
- vii)** magazine articles;
- viii)** working papers and discussion papers;
- ix)** case studies;
- x)** peer-reviewed and/or refereed papers presented at scholarly or professional conferences, meetings, seminars, clinics and workshops, and papers published in any proceedings of the aforementioned;
- xi)** non-peer reviewed and/or 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 and/or commissioning of literary works and musical compositions;
- xx)** musical recordings;
- xxi)** unpublished research of high quality and other works in progress, identifying the stage of progress towards publication, including works submitted for publication and in review, 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;
- xxiii)** professional handbooks; and
- xxiv)** 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 (xxv) to (xli) below:

- xxv)** peer-reviewed external research funding awarded from research granting agencies, making sure to identify whether Principal Investigator, Co-Principal Investigator or team member;
- xxvi)** other external research funding received from grants, research contracts or fellowships in support of research, scholarly and/or creative activities, making sure to identify whether Principal Investigator, Co-Principal Investigator or team member;
- xxvii)** internal (i.e. from Nipissing University) research funding awarded;
- xxviii)** applications past and pending, for funds, grants or fellowships in support of research, scholarly and/or creative activities;
- xxix)** participation in panels, conventions, symposia or research groups;
- xxx)** awards or other recognition (for example, research awards, book awards, or invited memberships in scholarly or professional associations);
- xxxi)** 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;
- xxxii)** citations by other academics of the candidate's works;

- xxxiii) published reviews of the candidate's works by academics or critics in the media;
 - xxxiv) examples of the use of the candidate's works in university or college courses;
 - xxxv) invited lectures given at other universities or institutes;
 - xxxvi) readings of literary works;
 - xxxvii) long-term or permanent displays of creative works in museums or galleries;
 - xxxviii) commissions to create works of academic, literary or artistic value;
 - xxxix) consultation requests made by established researchers, businesses, governments, or non-governmental organizations; or
 - xl) service on commissions, councils or task forces, essentially by virtue of special academic competence or expertise; and
 - xli) patents and/or trademarks.
- (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 professional handbooks, 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, membership of the executive of a professional organization, 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:
- i) University and Faculty committees;
 - ii) Senate and Senate committees;
 - iii) Board and Board committees;
 - iv) department, division and school committees;
 - v) general administration within a department, division and school;
 - vi) general administration within the University (for example, New Student Orientation, the annual Student Fair, and high school liaison);

- vii) NUFA Executive and NUFA committees;
- viii) OCUFA and CAUT;
- ix) scholarly societies;
- x) professional organizations; and
- xi) 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:

- i) department/division Chair;
 - ii) Director of a school;
 - iii) Program Coordinator;
 - iv) external examiner of graduate theses;
 - v) external reviewer of academic programs;
 - vi) coordinator of scholarly conferences;
 - vii) delivering public lectures;
 - viii) granting media interviews; and
 - ix) 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 choosing to submit a printed dossier (or part thereof) to represent their case, 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. The appropriate Dean's Office will bear all printing and associated costs to a maximum of \$300.
- (j) Candidates choosing to submit an electronic dossier (or part thereof) to represent their case, will submit six (6) copies of the dossier in their chosen electronic format (i.e., USB key, DVD, CD, or other) 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 electronic copy of the dossier for themselves. The appropriate Dean's Office will bear all printing and associated costs to a maximum of \$150.

25.10 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 opinion surveys, 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) Candidates will have the option to include new or updated material in their dossier up to and including the preliminary ballot of the TPF. The dossier is considered closed once TPF holds its final ballot at which point no new or updated information may be added.
- (d) The contents of the file will be available for inspection only by the candidate applying for tenure and/or promotion (accompanied by an Association representative if the candidate wishes), the Dean, the members of the relevant TPF, the members of the TPU, the members of the URAC (if applicable), the President of the University, and, if applicable, the members of the URAB. Candidates 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 Article have convenient, secure and unprejudiced access to the file.
- (e) For the duration of the TPF's deliberations, the candidates' files will be housed in the Office of the Dean of the candidates' Faculty. For the duration of the TPU's and (if applicable) the URAC's deliberations, the candidates' files will be housed in the Office of the Provost. 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 returned to the Office of the Provost for use, if necessary, by the University Review Appeals Board. All files will remain in the Office of the Provost per Articles 25.26 and 25.27.

25.11 Criteria for Tenure

- (a) The categories for evaluation and the criteria for assessing tenure are:
 - i) 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.
 - ii) Teaching Effectiveness – a record of effective performance as a university teacher constituting promise for a successful career as a professor.
 - iii) Research, Scholarly and/or Creative Work – evidence of a productive record of research, scholarship, and/or creative achievement, including work assessed by peer review, since the completion of the candidate's terminal degree and over the course of the period of appointment at Nipissing University, as constituting promise for a successful career as a professor.

25.13 Criteria for Promotion to Professor

- (a)** The categories for evaluation and the criteria for assessing promotion to Professor are:
 - i)** Academic or Professional Credentials – these must meet the criteria for the position of Assistant Professor.
 - ii)** Teaching Effectiveness – a sustained record of effective performance as a university teacher.
 - iii)** 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.
 - iv)** 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 four categories of evaluation.

25.14 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 Article (25.14) 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 developed a research program that goes beyond the requirements for 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 externally recognized 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.

25.15 Decision-Making Procedures

(a) General

- i) In assessing applications for tenure or promotion, the deliberations of all evaluators will be governed by the highest standards of integrity, fairness, professionalism, discretion, equity and confidentiality. 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.
- ii) 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.

- iii) 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 candidate 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* (Article 25.9[c]).
- iv) For an application for tenure or promotion, the Committee will be guided by the letters from the external referees (Article 25.8). 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.
- v) A NUFA Observer will be present at all TPF and TPU meetings. The Observer must not participate in the deliberations of the TPF and TPU 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 Article 25.15(a)(vi), the Observer must disclose any potential violations of the Collective Agreement to the Chair of the TPF and TPU, 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.
- vi) 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 Article.
- vii) 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 Articles 25.3(f), 25.4(c) and 25.6(f).

(b) TPF Decision-Making Procedures

- i) Deans will provide the Chairs of the relevant TPF 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 and inform the candidate that unattributed copies of the external reference letters will be made available for review in the Dean's Office.
- ii) Each TPF Committees will meet, without the candidates, to consider applications. At any time, TPF Committees may ask candidates to provide clarification of information and/or material contained in their dossier. After deliberating on an application, and determining whether or not the candidate meets the required criteria, each Committee will hold a *preliminary ballot*. The motion will be framed in the affirmative: that the candidate be granted tenure or promotion. A secret ballot will be used, based on the model in Appendix IV in the Standards document. All eligible Committee members will vote on the motion; abstentions will not be permitted. The vote will be recorded. Each 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. The Chair will only vote in cases of a tie.
- iii) If a motion to grant tenure or promotion is adopted after a preliminary ballot, that ballot will be deemed to be the final ballot and the Committee will proceed to Article 25.15 (b)(xii).
- iv) 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 TPF 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 TFP's notice. At this time, the candidate may submit any additional information and/or documentation to the TPF, 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 TPF time to review the material. The candidate may also request to make a presentation at a TPF 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 the TPF's final ballot.

- v) After satisfying the requirements in Article 25.15 (b)(iv), and after further deliberation, each Committee will hold a final ballot based on the procedure outlined in Article 25.15(b)(ii) 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.
- vi) On the final ballot for an application for tenure, the TPF Committee votes on whether the candidate should be granted tenure.
- vii) If the majority of votes indicate the granting of tenure, the TPF Committee will proceed to Article 25.15 (b)(xii).
- viii) If the majority of votes on a first time application for tenure indicate the denial of tenure, the Committee will hold a subsequent 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. Should this be the decision of the Committee, the candidate must reapply for tenure in the second year of their new appointment). If the majority of votes cast in the subsequent vote indicate a deferral of tenure, the TPF Committee will proceed to Article 25.15 (b)(xii).

NOTE: When the deferred application for tenure is considered in a subsequent year, evaluators will only assess whether or not the candidate has met the requirements for tenure and will make one of only two recommendations: that tenure be granted or that tenure be denied. The TPF Committee will then proceed to Article 25.15 (b)(xii).

- ix) If the majority of votes cast in a subsequent vote (the granting/denial of a deferral) indicate a denial of a deferral of decision on tenure, the TPF Committee will then proceed to Article 25.15 (b) (xii).
- x) On the final ballot, for an application for promotion, the TPF Committee will vote on whether the candidate should be granted promotion.
- xi) If the majority of votes cast indicate either the granting or denial of promotion the TPF Committee will proceed to Article 25.15 (b)(xii).
- xii) After the final ballot(s), the TPF Committee will draft separate reports (modeled on Appendix V in the Standards document) for candidates applying for tenure and promotion

The reports will include the following as appropriate:

- a. Granting of Tenure: Factors that were persuasive in the recommendations. The specific reasons given will be related to the criteria for tenure.

- b. Granting of Deferral of Decision on Tenure: Reasons for the deferral of decision on tenure as related to the criteria for tenure.
 - c. Denial of Deferral of Decision on Tenure: Reasons for the denial of deferral of decision as related to the criteria for tenure.
 - d. Denial of Tenure: Reasons for the denial of tenure as related to the criteria for tenure.
 - e. Granting of Promotion: Factors that were persuasive in the recommendations. The specific reasons given will be related to the criteria for promotion to the appropriate rank.
 - f. Denial of Promotion: Reasons for the denial of promotion as related to the criteria for promotion to the appropriate rank.
- xiii) The draft report(s) will be reviewed by the TPF Committee and members may propose changes to the report(s). Once the TPF 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.
- xiv) For each application, the Chair of the TPF will forward to the Provost, with a copy to the candidate, the written recommendation (which includes 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 TPF Committee who in turn will deposit it in the dossier sent to TPU.

(c) TPU Decision-Making Procedures

- i) Candidates' dossiers, along with all associated materials, including new materials added, letters of reference, and TPF Committee report(s) will be forwarded from the Deans' offices to the Office of the Provost.
- ii) The TPU Committees will meet, without the candidates, to consider applications. At any time, the TPU Committee may ask the candidate to provide clarification of information and/or material contained in their dossier. 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 promotion. A secret ballot will be used, based on the model in Appendix IV in the Standards document. All eligible Committee members will vote on the motion; 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. The Chair will only vote in cases of a tie.

- iii) If a motion to grant tenure or promotion is adopted after a preliminary ballot, that ballot will be deemed to be the final ballot, and the Committee will proceed to Article 25.15 (c)(xii).
 - iv) 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 TPU's notice. The candidate may also request to make a presentation at a TPU 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.
 - v) After satisfying requirements outlined in 25.15 (c)(iv), and after further deliberation, the TPU Committee will hold a final ballot based on the procedure outlined in Article 25.15 (c)(ii) 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
 - vi) On the final ballot, for an application for tenure, the TPU Committee votes on whether the candidate should be granted tenure.
 - vii) If the majority of votes cast indicate the granting of tenure the TPU Committee will proceed to Article 25.15 (c)(xii).
 - viii) If the majority of votes on a first-time application of tenure indicate the denial of tenure, the Committee will hold a subsequent 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. Should this be the decision of the Committee, the candidate must reapply for tenure in the second year of their new appointment). If the majority of votes in the subsequent vote indicate a deferral of tenure, the TPU Committee will then proceed to Article 25.15 (c)(xii).
- NOTE:** When the deferred application for tenure is considered in a subsequent year, evaluators will only assess whether or not the candidate has met the requirements for tenure and will make one of only two recommendations: that tenure be granted or that tenure be denied. The TPU will then proceed to Article 25.15 (c)(xii).
- ix) If the majority of votes cast in a subsequent vote (the granting/denial of a deferral) indicate a denial of a deferral of decision on tenure, the TPU Committee will then proceed to Article 25.15 (c) (xii).
 - x) On the final ballot, for an application for promotion, the TPU will vote on whether the candidate should be granted promotion.

- xi)** If the majority of votes cast indicate either the granting or denial of promotion the TPU Committee will proceed to Article 25.15 (c) (xii).
- xii)** After the final ballot(s) has been taken, the TPU Committee will draft separate reports (modeled on Appendix V in the Standards document) for candidates applying for tenure and promotion.
- xiii)** The reports will include the following as appropriate:
 - a.** Granting of Tenure: Factors that were persuasive in the recommendations. The specific reasons given will be related to the criteria for tenure.
 - b.** Granting of Deferral of Decision on Tenure: Reasons for the deferral of decision on tenure as related to the criteria for tenure.
 - c.** Denial of Deferral of Decision on Tenure: Reasons for the denial of deferral of decision as related to the criteria for tenure.
 - d.** Denial of Tenure: Reasons for the denial of tenure as related to the criteria for tenure.
 - e.** Granting of Promotion: Factors that were persuasive in the recommendations. The specific reasons given will be related to the criteria for promotion to the appropriate rank.
 - f.** Denial of Promotion: Reasons for the denial of promotion as related to the criteria for promotion to the appropriate rank.
- xiv)** The draft report(s) will be reviewed by the TPU Committee and members may propose changes to the report(s). Once the TPU 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.
- xv)** For each application, the Chair of the TPU will forward to the President, with a copy to the candidate, the written recommendation (which includes 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 TPU Committee who in turn will deposit it in the dossier sent to the President.

25.16 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) By April 30 candidates may indicate to their Dean in writing the member(s) of the TPF, TPU or URAC they consider to be in a conflict of interest *vis-à-vis* their application and the reasons for same. 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) By April 30 candidates may indicate to the President of the University in writing that they consider the Chair of their TPF, the Chair of the TPU, 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/herself from the Committee only for that application and will be replaced by an alternate for that application.
- (d) By April 30 a member of a Committee may declare a conflict of interest with a candidate 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.

25.17 Appeals to the University Review Appeals Committee (URAC)

(a) General

- i) A candidate may appeal a negative decision of the TPU (a TPU recommendation to defer tenure is not appealable) to the URAC on one or more of the following alleged grounds:
 - a. procedural irregularity or defect in the application of, or failure to apply, the tenure and promotion procedures (Article 25);
 - b. discrimination within the meaning of Article 12 (Non- Discrimination);
 - c. a violation or violations of academic freedom within the meaning of Article 17 (Academic Freedom and Academic Responsibility); or
 - d. improper application of the standards for tenure and/or promotion.

- ii) The candidate will submit a notice of appeal to the Chair of the URAC with a copy to the President of the University and to the President of the Association. The notice of appeal must include a statement of case that clearly identifies at least one of the four alleged grounds. [see 25.17 (a)(i)]
- iii) The President of the University will inform the Office of the Provost of an impending appeal to the URAC. The President's Office will make available the appellant's dossier and all associated materials to the URAC.
- iv) The Chair of the URAC will then convene a meeting.
- v) A non-voting NUFA Observer will be appointed by the President of the Association to attend the URAC meeting. 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 Chair between meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chair of the Committee.

(b) URAC Decision-Making Procedures

- i) The Chair of the URAC will convene a meeting of the Committee at the earliest possible date.
- ii) The URAC will verify that the notice of appeal from the appellant meets one of the four alleged grounds. [see 25.17 (a)(i)]
- iii) The URAC will review the recommendation of the TPU and any other materials deemed relevant to assess the merits of the appeal.
- iv) As may be needed, the URAC may invite the appellant to submit clarification of his/her notice of appeal. Clarifications from the appellant will be submitted to the URAC in writing.
- v) The URAC will assess the merits of the appeal on tenure and vote to recommend to the President either to uphold or overturn the TPU's recommendation. In the case that the recommendation is upheld the URAC will then vote on the question of deferral of tenure for two years.
- vi) The URAC will assess the merits of the appeal on promotion and vote to recommend to the President either to uphold or overturn the TPU's recommendation.

- vi) All members of the URAC, including the Chair, shall vote. No abstentions are permitted. The majority of votes will indicate the majority decision.
 - a. The Chair of URAC will draft a Committee report to the President of the University explaining the reasons for the recommendation. The draft report will be reviewed by the Committee and members may propose changes. Once the URAC 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.
 - b. For each appellant, the Chair of the URAC will forward to the President of the University, with a copy to the candidate, the written recommendation (which includes the results of the vote). After receiving a recommendation, the appellant will have the option of sending a response to the recommendation to the Chair of the URAC and the President.

25.18 Decision of the President

- (a) The President reviews the recommendations of the TPU 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 TPU or a TPF 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 tenure or defer the tenure decision, 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 TPU erred, or in instances where the TPU finds that a TPF 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 TPU or the President, as appropriate.

25.19 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 Tenure and Promotion - University Committee (TPU) 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 of the University 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. The URAB will also have access, in confidence, to all the files reviewed by the TPU 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 Article 25.26); 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 TPF, the TPU, 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 Provost.
- (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 Article 25.28(g) commencing the following July 1.

25.20 Board's Implementation 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.
 - i) Where the decision of the URAB is to dismiss the grievance, the Board will confirm the original decision of the President;
 - ii) 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;
 - iii) 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. Failure of the Board Executive to do so is grievable. 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.

25.21 Dates and Deadlines for Applications

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

February 1-28	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
March 31	Candidates advise Deans that they will be applying for early tenure and/or promotion and present a preliminary list of referees
April 30	Candidates may indicate conflicts of interest with members and/or Chairs of the TPF/TPU, and members and/or Chairs of the TPF/TPU may indicate conflicts of interest with candidates
May 31	Members in the penultimate year of a tenure-track appointment may apply to his/her Dean for an extension of the tenure-track appointment of no more than two years
June 10	Deans send lists to Provost of candidates applying for tenure and/or promotion, and send candidates membership lists of the TPF/TPU and copies of official teaching evaluations
June 10	Candidates and Deans agree on the final list of external referees, in writing
June 10	Candidates for early tenure may withdraw their applications
June 15	Deans begin to solicit external referees
June 30	Candidates submit six (6) copies of their dossier, in print, electronic, or mixed formats, to the office of the relevant Dean. Candidates send responses to teaching evaluations to their Dean's Office; Dean sends dossiers to external referees
September 1	Referees submit letters of reference
September 10	Deans send written recommendations to Chairs of the TPFs and to candidates and give candidates' unattributed copies of external letters of reference
September 15	Candidates send to Chair of the TPF 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. The Chair of the Committee(s) should communicate to candidates any delays or agreed to extensions in a timely manner.

25.22 Dates and Deadlines for Decisions – Tenure and/or Promotion to Associate Professor, and Promotion to Professor

- (a) The following are the deadline dates for decisions on tenure and/or promotion to Associate Professor, and 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:

October 1	Chairs calls first meeting of the TPFs
December 1	Chairs of the TPFs send recommendations to the TPU with copies to candidates
December 15	Candidates send responses to recommendations to the TPF Chairs who in turn includes responses in dossier sent to the TPU
January 15	Chair calls first meeting of the TPU
February 15	Chair of the TPU sends recommendations to the President with copies to candidates
February 22	Candidates send responses to recommendations to the TPU Chair who in turn includes responses in dossier sent to the President
March 7	Candidates with negative recommendations from the TPU may notify the President and the Association of appeal to URAC
March 20	Chair calls first meeting of the URAC
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 the URAC
April 15	Chair of the URAC sends report and recommendations to President with copies to candidates
April 22	Candidates send responses to URAC recommendations to the President
May 5	President informs candidates of his/her decisions in cases with appeals to the URAC
May 25 ¹	Within 20 working days of a candidate receiving the letter from the President, NUFA may notify the President of a grievance to the

¹ 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 Article 25.19 of these procedures

URAB for candidates where the President has rendered a negative decision on tenure and/or promotion to Associate Professor or Professor following a positive recommendation from either the TPU or the URAC. The URAB process involves the following steps:

- i) 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.
- ii) Within 20 working days of receiving the written notice, the President responds to the written notice to the URAB, with copies to NUFA.
- iii) The Chair of the URAB calls first meeting of URAB as soon as possible after receiving the response from the President of the University.
- iv) The URAB makes recommendations to Board Chair with copies to the President and NUFA.
- v) 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 the URAC but no grievances to the URAB.

July 1 Positive decisions on tenure and/or promotion take effect on July 1. In cases where a grievance leads to a positive decision at a later date, the decision is retroactive to July 1 of the year following application with remuneration and pension adjusted accordingly.

- (b) For decisions, the Association and the University may agree to an extension of these deadlines, though such extensions should be minor in nature. The Chair of the Committee(s) should communicate to candidates any delays or agreed to extensions in a timely manner.

25.23 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.

25.24 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 attained that rank at 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 three 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. Following a hiring recommendation by a Search Committee, the Dean of a Faculty may bring a request to the Chair of the TPU, seeking the granting of tenure and/or promotion on initial appointment. After receiving the request, the TPU will meet as soon as possible. The Dean will present the candidate's dossier (or as much similar information as is practical) to the TPU as well as a written summary of an evaluation of the candidate by the Search Committee. The candidate may also attend the TPU meeting if he/she is available.
- (c) The TPU 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 TPU, the President of the University will make his/her decision and inform the Dean and the Executive Committee of the Board.

25.25 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 September 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.

25.26 Access to Files

- (a) By July 5 each year, successful candidates for tenure and/or promotion will be asked by the Office of the Provost 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 Office of the Provost.
- (b) The Provost 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 Tenure and Promotion – University Committee (TPU), the University Review Appeals Committee (URAC), the University Review Appeals Board (URAB), the President of the University, and the President of the Association or designate. 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.

25.27 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.

25.28 General Matters

- (a) If any deadline date in this Article 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) Candidates 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(d), 18.6(g), 20.6(b), 26.3, 27.1(c), 27.11(i), 28.8(c), 35.2 (c), and 35.9 (d)(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 year of this Agreement to discuss possible revisions to this Article. 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 Collective Agreement. The Standards contains standards defining the expectations of performance for the awarding of tenure and promotion at Nipissing University. The Tenure and Promotion - University Committee (TPU) reviews the University's Standards 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 TPU 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 LTA1 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 LTA1 appointment. Where such a Member appeals to the URAB, the LTA1 appointment may, if required, be extended beyond 12 months until the conclusion of the appeal process.

ARTICLE 26: STUDENT OPINION SURVEYS OF FACULTY TEACHING (SOS)

26.1 A primary purpose of student opinion surveys of faculty teaching (SOS) is the self-development of Members and the improvement of their teaching abilities.

- (a) SOS will be conducted in all courses and will be supervised by individual Faculties.
- (b) Paper summaries of SOS will be maintained in the office of the relevant Dean for the previous seven (7) years of Member's employment.

26.2 Administration of Student Opinion Surveys of Faculty Teaching

- (a) SOS will be obtained through questionnaires, administered in such a way as to afford all the students in a given course or class reasonable time to respond. Such questionnaires will be designed to survey the students' opinions of the Member's effectiveness, 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.
- (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. All completed SOS will be returned to the Member.

26.3 Student Opinion Surveys of Faculty Teaching and Tenure and Promotion

- (a) Teaching effectiveness for the purposes of tenure and/or promotion may be evaluated in part by SOS, so long as such evaluations are in accordance with this Collective Agreement.
- (b) Where data from SOS are used for the purposes of tenure and/or promotion, these data will include a mean, standard deviation, frequency distribution, the number of student respondents, and the number of students registered in the course.

26.4 Student Opinion Surveys and Internal Program Reviews

Student opinions of programs may be requested for internal program reviews (such as IQAP). Student opinions will be obtained through questionnaires, administered in such a way as to afford all the students in a given program a reasonable time to respond. Such questionnaires will be designed to assess the overall effectiveness of a program and not that of any individual Member teaching in a program. The wording of each program review will be determined by the Planning and Priorities Committee of Senate. Any questionnaire used for the purposes of an internal program review 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 or 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.
 - i)** 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.
 - ii)** Members may request a pattern of teaching in two terms, one of which is Spring/Summer.
 - iii)** Where program requirements necessitate teaching in the Spring/Summer term, the Dean may request, through the relevant academic unit Chair or Director, teaching in Spring and Summer as part of a Member's workload; however, if no Member agrees to do so, the Dean will assign teaching in the Spring/Summer term to a Member as part of the Member's workload. No Member shall be required to teach in two consecutive Spring/Summer terms.

- (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 Workload – Teaching

- (a) Each Member on a tenure-track or tenured appointment will be assigned, following consultation with the Member and Chair, Director, or Dean as appropriate, 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 Article 25.9(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 are expected to be actively engaged in research, scholarly and/or creative activity as described in Article 25.9(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 Article 25.9(f) and (g). Members on a Research Intensive Workload will contribute to University service.
- (b) While Members may receive additional course releases as a result of research, administrative service, or other assigned responsibilities, all Members will normally teach a minimum of two (2) three-credit courses every academic year.
- (c) Members with an external research grant from one of the three federal granting councils or other recognized granting agencies may be assigned a Research Intensive Workload by the Dean.
- (d) Members who have 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.
- (e) 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 Provost in consultation with the Dean. The teaching load in each academic year will not exceed two (2) three-credit courses or equivalent for the duration of the appointment.
- (f) Members without an external research grant may apply to their Dean for a Research Intensive Workload before November 1 if the course releases are to be granted for the following academic year. The application will include a brief summary of the applicant's research project, including the expected date of

completion, the project's likely outcomes and a rationale for the release time. The Dean will reply to the applicant by November 30. Any approved changes in workload will take effect on July 1 of the following year.

- (g) The teaching loads of Members on Limited-Term Appointments are noted in Article 20.
- (h) 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 the 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. The application process is as follows: newly hired tenure-track Members must apply to their Dean for a second year of reduced teaching before November 1 if the course release is to be granted for the following academic year. The Dean will reply to the applicant by February 15. These requests will not be unreasonably denied.
- (i) Tenured Members on a Normal Workload or a Research Intensive Workload may request a Teaching Intensive Workload by notifying the Dean by October 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.
- (j) Tenured Members on a Teaching Intensive Workload may request a Normal Workload by notifying the Dean by October 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.
- (k) 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 carry forward to the year of 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. Such a redistribution of teaching assignments will not be treated as "overload". Tenure-track Members are not subject to this Article.

27.3 Workload – Chairs and Directors 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; or
 - ii)** Two (2) three-credit course releases; or
 - iii)** One (1) three-credit course release and a three-credit stipend or a reimbursable allowance equivalent to a three-credit overload payment; or
 - iv)** A reimbursable allowance equivalent to two (2) three credit overload payments or a stipend equivalent to two (2) three-credit overload payments.
- (b)** The annual workload reduction for Directors of academic units will be three (3) three-credit course releases.
- (c)** The scheduling of release time must be approved by the Dean in consultation with the academic unit Chair or Director. 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.
- (d)** Chairs or Directors of academic units who resign or who are removed during an academic year will receive prorated compensation per Article 27.3(a). Chairs or Directors 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.
- (e)** Replacement Chairs and Directors of academic units who serve for more than one month but less than one year will receive prorated compensation per Article 27.3(a).

27.4 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 as outlined in Article 18.7(a). 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 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 File.

(c) For all Members:

- i)** Once the Dean has placed an assessment of the Annual Report in the Member's Official 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 or 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 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 File.

27.5 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 October 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.
- (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.

27.6 Balancing Teaching Load Among Members

Subject to Article 27.1(a), the Dean, in consultation with the Chairs or 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 or 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 Provost review his/her workload. The Provost will provide the Member with a written response.

27.7 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) Members are ineligible to teach overload if they are:
 - i) on a research intensive load;
 - ii) on a tenure-track appointment;
 - iii) if they have course releases for any other reasons; or
 - iv) Chairs or Directors of academic units; however, Chairs of small programs (i.e. fewer than four (4) faculty Members) who have elected the stipend/reimbursable allowance for Chairs under Article 27.3(a)(iv) may, in exceptional circumstances, seek the approval of the Dean to teach one three-credit course overload.
- (c) 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. A course is considered overload teaching if it is above and beyond a Member's assigned teaching load per Article 27.2. Any exceptions to overload maximums require the support of the Provost and the consent of the Association.

- (d) In any academic year, Members on a Teaching Intensive Workload who teach overload will receive overload payments per Article 29.4.
- (e) In any academic year, Members on a Normal Workload who teach overload will receive overload payments or have their workload adjusted in the following academic year as follows:
 - i) if they teach three (3) credits, they will receive an overload payment per Article 29.4 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 per Article 29.4 for two 3-credit courses or overload payment for one 3-credit course and a 3-credit 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 27.7(c): Additional Qualification (AQ) and Additional Basic Qualification (ABQ) courses. Similarly, labs, seminars and tutorials which are a supplement to courses will not be counted as overload. 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. The teaching of all such courses must first be approved by the appropriate Dean.
- (g) Individualized study courses 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 may only teach 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, an eligible 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.

27.8 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.

27.9 Alternative Delivery Courses

- (a) An alternative delivery course designates any course where instructors and students for some or all of the instruction are not in the same physical space.
- (b) No Member will be assigned to develop or teach an alternative delivery course without the prior written agreement with the Member.
- (c) 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.
- (d) During the Fall and Winter terms, the teaching of an alternative delivery course with a minimum of fifteen (15) students will be counted toward a Member's workload. In other circumstances, alternative delivery courses are taught on an overload basis, and the Member will receive the appropriate stipend.

27.10 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.

27.11 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 in each year. 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 Provost 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 27.11(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 27.2. 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.

27.12 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; or
- iv) Years of service at Nipissing University accumulated in CASBU appointments will be credited for the purposes of sabbatical eligibility as follows: the accumulation of the equivalent of two (2) years of full-time, normal workload (36 credits) will receive one years' credit for a twelve month sabbatical or for 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 for the upcoming academic year 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 and benefits to the sabbaticant's research range and productivity;
- (d) if the applicant's most recent sabbatical was from a university other than 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 Provost, 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 that includes a sabbatical plan consistent with Article 28.4(c) 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. Members on sabbatical will be entitled to receive a sabbatical allowance from the Employer during the term of the sabbatical. The amount is determined as follows:

(a) First Sabbaticals

- i) 85% of nominal salary for a twelve-month sabbatical under Article 28.3(a), based on six or more years of service with the option to spread the impact equally over twenty-four (24) months (i.e. 92.5% of nominal salary in each of two years); and
- ii) 85% of nominal salary for a six-month sabbatical under Article 28.3(b), based on six or more years of service.

(b) Subsequent Sabbaticals

- 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.
- (c) Notwithstanding Articles 28.6(a) and (b), 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.
- (d) 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 Provost 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.
- (e) 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 Official 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 Article 25.
- (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 Provost or designate.

29.2 Faculty Salary Scales

(a) Faculty Salary Scales beginning May 1, 2015, May 1, 2016, May 1, 2017, May 1, 2018; are delineated in Appendices C, D, and E and F(i) respectively. The Scale increases will be as follows:

- i) Beginning May 1, 2015 = 0%
- ii) Beginning May 1, 2016 = 1.5%
- iii) Beginning May 1, 2017 = 1.75%
- iv) Beginning May 1, 2018 = 1.75%

(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, plus one additional step.

29.3 Progress Through the Ranks

On May 1, 2015, May 1, 2016, May 1, 2017 and May 1, 2018, 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.

On returning from a leave of absence identified by the Employment Standards Act, the Member will return to the step on the salary scale that he/she would have been at had he/she not taken the leave.

29.4 Overload Payments

(a) Overload payments for one three-credit undergraduate course or one three-credit graduate course will be paid as follows: May 1, 2015 at \$5,300, May 1, 2016 at \$5,300, May 1, 2017 at \$5,300, and May 1, 2018 at \$5,300.

29.5 Compensation for Graduate Research Paper, Thesis, and Dissertation Supervision

- (a) Members who do not hold a research release (CRC or research intensive teaching load) will receive a stipend for graduate major research paper, thesis, or dissertation supervisions as follows:
 - i) Graduate Major Research Paper: \$ 900
 - ii) Master's Thesis: \$1,350
 - iii) Doctoral Dissertation: \$1,500
- (b) Payment will be made once the student has an MRP/Thesis/Dissertation defense date scheduled.

29.6 Compensation for Graduate/Undergraduate Individualized Study Courses Supervision

- (a) Individualized study courses at both the graduate and undergraduate levels may only be offered with the express permission of the Dean.
- (b) Per Article 27.7(g), Members are limited to eighteen (18) credits of individualized study courses in any academic year.
- (c) Compensation for such individualized study courses will be as follows:
 - i) Three credit (3) course: \$ 400
 - ii) Six credit (6) course: \$ 800
- (d) Payment will be made once the student's grade has been submitted.
- (e) Each Dean will maintain an up to date file of supervisions for each faculty Member.

Note: On a transitional basis, banked course releases will be grand-parented at the earliest possible opportunity.

29.7 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.

29.8 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 Provost, 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 29.8(a)(ii) and 29.8(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. If, over the course of this Agreement, Nipissing University moves to a bi-weekly payroll for all employees, Members will be paid on a bi-weekly basis.
- 30.2** (a) 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.
- (b) The Employer agrees to pay Members for overload in the term in which it is earned.

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, 2015. These benefits are as follows:
 - i)** Life Insurance and Dependent Life Insurance (coverage equal to twice his/her nominal salary: maximum nominal salary is \$250,000 annually such that maximum coverage is \$500,000)
 - 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)** Specific coverage details for the benefits listed in Article 31.1(a) can be found on the Human Resources page of the Nipissing University web site or by calling the Human Resources Department.
- (c)** For Members who are eligible, membership in the group benefit plans listed in Article 31.1(a)(i) through (vi) is compulsory.
- (d)** 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)** The Employer will contribute 80% of the cost of premiums of the Benefit Plans listed in Article 31.1(a)(i) through (vi).
- (b)** The cost of premiums for the Benefit Plans listed in Article 31.1(a)(vii) and (viii) will be borne wholly by the Member who applies for and is 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)** The Employer will contribute 80% of the cost of premiums of the Benefit Plans listed in Article 31.1(a)(i) and (iii) through (vi).
- (b)** The cost of premiums for the Benefit Plans listed in Article 31.1(a)(vii) and (viii) will be borne wholly by the Member who applies for and is granted such coverage.

31.5 Short Term Disability Insurance

Short Term Disability Insurance is provided to Members for periods up to one hundred and eighty-two (182) calendar 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 and 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) calendar days of illness the total compensation will be one hundred percent (100%) of the Member's nominal salary. During the next sixty-two (62) calendar 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 June 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 \$1,000 annually (single) or \$1,300 annually (with dependents). Effective July 1, 2016, the HCSA will increase to \$1,500 (single) or \$1,800 (with dependents).
- (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/BIU 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/BIU 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 Nipissing University Pension Plan (NUPP), a defined contribution plan, will continue for the term of this Agreement unless both parties agree otherwise.

- (a) The Employer and Member will each contribute 10% of a Member's 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 plan.
- (b) The NUPP is administered by an independent trustee selected by the Board of Governors after due consideration of advice from the Pension and Benefits Advisory Committee.
- (c) The NUPP is available to all Members on an optional basis on the first day of Employment.
- (d) 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 NUPP and as allowed by the Ontario Pension and Benefits Act.
- (e) The Employer will make reasonable efforts to assist Members to transfer pension funds to or from their respective plans.

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.

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 Provost 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 Provost by October 15. Nominators are not expected to provide a letter of reference for nominees. The Provost will ascertain whether nominees wish to be considered as candidates. All candidates for the award will submit the following to the Provost 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 Provost 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 Provost to announce to the Nipissing community the names of award recipients by January 1.
- 33.6** The Provost 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 Provost; 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 \$2,000 as of May 1, 2015, \$2,100 as of May 1, 2016, and \$2,200 as of May 1, 2017.
- 34.3** Limited Term Appointments of ten (10) months will receive a prorated PER.
- 34.4** Limited term appointments of five months will receive a PER of \$500 as of May 1, 2016.
- 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 three (3) years' entitlement. On May 1 each year, a balance in excess of three (3) 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 \$500 purchased under this article are the property of the University. Equipment costing more than \$500 must follow purchasing policies and be tagged and inventoried. The Member will have the right if he/she chooses to purchase equipment from the University at a pro-rated depreciation of 25% per year.
- 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 Provost 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 Provost 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 Provost, 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 27.11 (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. A claim for Short-Term Disability Insurance must be received by the University's insurance carrier within twenty (20) calendar days after the first date of illness, accident, or injury.
- (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. In making a claim, a Member will provide medical proof of his/her illness, accident, or injury satisfactory 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. Additional paid days to accommodate travel needs may be granted at the discretion of the Dean.

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 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 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) At the Member's option, she may elect to continue pension contributions, based on either her nominal salary or on the supplementary Employment Insurance benefit. In such case, the University will continue to match the Member's contribution as set out in Article 32 for the duration of the pregnancy and parental leave.
- v) 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.

- vi) 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 top up benefit. In respect of the period of pregnancy leave, payments made according to supplementary employment top up benefit will consist of the following:
 - a. 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
 - b. 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.
 - c. According to the Ontario Employment Standards Act, the Member, after pregnancy leave, is also entitled to a thirty-five (35) week unpaid parental leave. A Member who provides the University with proof that she continues to be eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act as amended, will be paid, for twelve (12) weeks, the difference between the sum of weekly EI benefits she is eligible to receive and any other earnings by the Members, and ninety-five percent (95%) of the nominal salary for her rank which she was receiving on the last day prior to the commencement of the leave.
- vii) The Member may also, if she chooses, utilize her accumulated vacation entitlement if it does not contravene Article Article 35.11(b).

(b) 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[c]). 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 pay the Member portion, and
- vi) At the Member's option, he/she may elect to continue pension contributions, based either on his/her nominal salary or on the supplementary employment insurance benefit. In such case, the University will continue to match the Member's contribution as set out in Article 32 for the duration of the parental leave, and
- 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), and
- viii) Salary (95%) and benefits will continue for twelve (12) weeks only.

(c) 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.

(d) 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, Family 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 in the term in which they are not teaching or, if the Member teaches in all three (3) terms, by June 30 of the academic year;
- (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 one hundred and twenty (120) 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 written 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 Provost, with copies sent to the relevant Dean and the Chair or 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 Provost.

36.2 Retirement

Members retiring will give written 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 Provost 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 Provost 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 (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 Provost 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 Provost.
- (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: Provost

- 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 Provost. The grievance will set forth the following:

- a. the type of grievance;
 - b. the issue(s) that precipitated the grievance;
 - c. the remedy sought;
 - d. if applicable, the result of the Informal Stage; and
 - e. the article(s) of this Agreement claimed to have been misinterpreted, improperly applied, improperly administered, or violated.
- iii) The Association Grievance Officer and the Provost 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 Provost 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 Provost 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 Provost 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 Provost 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)(d). 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 Provost 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 Provost 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 Provost. A copy will be sent to the Provost.
- (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 Provost, 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 Provost 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 Provost 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 Provost 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 Provost 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 Provost 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 Provost, 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 AND DIRECTORS

41.1 Election of Chairs

A Chair will be elected in every academic unit including Graduate Programs in the School of Education.

- 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 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 parties agree that Chairs elected pursuant to and in accordance with Article 41.2 above should be removed only in extraordinary circumstances. 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, 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, 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.

41.5 Election of Directors (Internal Search)

An election for a Director will take place in every school. The Parties agree that the Schulich School of Education is not a "school" for the purposes of this Article.

- (a) By November 15 in the final year of a Director's term, the Dean of the school will issue a call for nominations for Director. Any Member of the school is able to nominate one or more of the Members of that school to be Director. The candidates will normally be tenured Members. A Member cannot nominate himself or herself. Candidates for the position of Director cannot be acclaimed.
- (b) By December 15, the Dean will call a meeting of the school to be held normally between January 7 and February 7. A volunteer from the school will chair the meeting and ensure that all rules and procedures are followed. Neither the Dean nor any of the candidates for the Director's position will attend this meeting.
- (c) Those eligible to vote in elections for Directors are all FASBU Members in the school and a maximum of two CASBU representatives, if the school employs CASBU Members. The CASBU representatives will be from the school and chosen by Members of CASBU who are employed in the school.
- (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 Members of the school eligible to vote announcing the name of the winning candidate. The vote count will remain confidential.
- (f) In the case of an election with only one candidate to become Director, that candidate must receive a majority of votes from eligible voting Members in the school. If that candidate does not receive a majority of votes, the Dean will either initiate an external search for a Director or appoint an interim Director following the process outlined in Articles 41.6 and Article 41.7.
- (g) In the case that no internal candidate is willing to stand for election, the Dean will either initiate an external search for a Director or appoint an interim Director following the process outlined in Articles 41.6 and Article 41.7.

- (h) Both NUFA and the University recognize that the duties of a Director can differ from the duties of a Chair. As a result, the Provost, in consultation with the Dean, can reject the result of the election. The Dean may appoint an Interim Director, per Article 41.7, until the position has been filled.

41.6 Appointment of Directors (External Search)

- (a) An external search for a Director may commence following the process outlined in Article 19. The Search Committee will consist of at least four Members from the school eligible to vote for a Director; the Dean of the school, one Nipissing University Senator, external to the school and elected by Senate; and one student selected by the committee.
- (b) External searches may also take place if the internal candidate does not receive a majority of votes from eligible voting Members in the school or if no internal candidate is willing to stand for election. These external searches will follow the process outlined in Article 41.6(a).

41.7 Appointment of Directors (Interim)

- (a) In the case that position becomes vacant, the Dean may appoint an interim Director for a term not exceeding one year. The interim Director will normally be a tenured Member from within the school.
- (b) The Member needs to agree to become the interim Director. In exceptional circumstances the term of the interim Director may be extended beyond one year. A majority of Members from within the school eligible to vote (all FASBU and two CASBU) need to agree to the appointment, and any subsequent extension or reappointment, voting by secret ballot and following the election process outlined in Article 41.5.
- (c) In no case will an interim Director be appointed without an internal search for a Director and following the process outlined in Article 41.5.

41.8 Length of Term and Review Process of Directors

- (a) The term for Directors elected from within a school is three years. The term for Directors appointed through an external search is five years. After completing the term, the Director will continue as a Member of the school.
- (b) A review of an externally-appointed Director will take place three years into his/her term. A review committee will consist of at least four Members from the school; the Dean of the Faculty; one Nipissing University Senator, external to the school and elected by Senate, and one student selected by the Committee. The Committee will prepare a written evaluation. Through majority vote, the Committee can either allow the continuance of the Member as Director until the end of term (two more years) or initiate the "Removal of Directors" provision as outlined in Article 41.9. Directors should undergo the removal process as outlined below only in extraordinary circumstances.

- (c) An internally-elected Director will not be reviewed, except as outlined under Article 41.9.
- (d) Directors may be reappointed after three or five years following the election process outlined in Article 41.5, beginning with the Dean of the school issuing a call for nominations.

41.9 Removal of Directors

Directors elected or appointed in accordance with Articles 41.5 or 41.6 above should be removed only in extraordinary circumstances. The process for the removal of a Director during his/her term will be as follows:

- (a) At least two eligible voting Members of the school must express their concerns in writing to the appropriate Dean and request a review of the Director.
- (b) The Dean will then convene a meeting of the school, after giving due notice about the nature of the meeting, to discuss the concerns with eligible voting Members. The Director will be invited to express his/her views to the Members of the school freely and without restriction.
- (c) Once all views have been heard, the Dean will conduct a vote, per Article 41.5(e), regarding the continuation of the Director. The Director will continue in his/her capacity as Director if he/she receives a majority of votes in favour.
- (d) If the Director is removed by this process, the Dean of the school will issue a call for nominations within two (2) weeks of the vote for removal. Procedures for this election will follow, and will attempt to replicate the time frames of Article 41.5, in order to elect or appoint an interim Director to complete the interrupted term.
- (e) Upon removal, a Director chosen through either internal or external searches will continue as a Faculty Member of the school.

41.10 Resignation of Directors

- (a) Any Director who resigns his/her position as Director must submit a letter of resignation to the appropriate Dean. Within five (5) working days of receipt of the letter, the Dean will inform the school in writing of the Director's resignation.
- (b) The Dean follow the process for nominations and electing a new Director per Article 41.5. The Dean will appoint an interim Director per Article 41.7 pending the completion of this process. If the circumstances that caused a Director 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 Director who resigns.
- (c) Unless circumstances do not permit, a Director who resigns will provide at least two (2) weeks' notice of his/her resignation and will assist in the transition to a new Director.

- (d) Upon resignation, a Director chosen through either internal or external searches will continue as a Member of the school.

ARTICLE 42: DUTIES OF CHAIRS, GRADUATE PROGRAM COORDINATORS, GRADUATE CHAIR IN EDUCATION AND DIRECTORS

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 ensures 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 Provost 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 which shall include all courses in the unit's program area regardless of delivery mode, and attempt to ensure a reasonably equitable workload among Members per Article 27.6;
- (i) Serve 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;
- (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; and
- (l) Prior to commencing their duties and annually thereafter, all Chairs must attend a one-day training session coordinated by the Human Resources Department with respect to the duties and responsibilities of Chairs.

42.2 Duties of Graduate Program Coordinators

- (a) Graduate programs are typically administered by a Graduate Program Committee which is chaired by a Graduate Program Coordinator. Members of a Graduate Program Committee elect the Committee's Coordinator.
- (b) Graduate Program Coordinators organize and coordinate 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.

42.3 Duties of the Graduate Chair in Education

- (a) Graduate programs in Education are administered by the Education Graduate Faculty Committee, which is chaired by the Graduate Chair in Education. Members of the Education Graduate Faculty elect the Graduate Chair in Education.
- (b) The Chair assists graduate students in their programs and works with the Graduate Secretary, the Associate Vice-President, Academic and the Dean of the Schulich School of Education to ensure that the graduate regulations, policies and procedures as approved by Senate are followed.
- (c) In addition to the aforementioned, duties also include those listed in Article 42.1 above.

42.4 Duties of Directors

The duties of the Director are to:

- (a) Provide academic leadership to their School, serving as the representative of the School in administrative matters;
- (b) Build and support the School's strategic research and academic plans;
- (c) Support Members' research, scholarship, and teaching;
- (d) Prepare and administer the annual budget for all programs and operations for the School for submission to the Dean for approval;

- (e) Work with and assist the Provost and the Dean in preparing the required documentation for all reviews (IQAP and Accreditation) of all programs in the School, while involving the School's Members in the review process;
- (f) Serve on Search Committees in the School for FASBU and CASBU positions and relevant staff positions;
- (g) Supervise non-academic staff in the School as required by the Dean;
- (h) Maintain and build relationships with external professional, accreditation, and advocacy agencies and the wider community as required and/or assigned by the Dean;
- (i) Work with and assist the Dean in the orderly, effective and efficient operation of the School, including informing the Dean of Members' needs;
- (j) Practice collegial decision-making, including observing Senate regulations; calling and organizing meetings of the School; 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;
- (k) Represent the School's interests in administrative matters. In cases where Members are divided on a particular matter, the Director will, after appropriate discussion at a meeting, represent the majority view of the School;
- (l) Inform Members of the relevant business conducted and decisions made at meetings where the Director represents the School, and ensures effective communication both within the School and with other relevant academic units;
- (m) Provide leadership in the development of proposals for curricula and academic regulations for programs housed in the School;
- (n) Work with the Dean and School Members to produce an annual draft course timetable which shall include all courses in the School's area regardless of delivery mode, and attempt to ensure a reasonably equitable workload among Members per Article 27.6;
- (o) Maintain effective communication with students in the School's courses and programs; involve them in School's activities and discussions, where appropriate; and respond expeditiously to student issues and concerns; and
- (p) Perform other reasonable duties in connection with the administration of the School as the appropriate Dean may assign, as long as these duties do not conflict with the Director's status as a Member of the Bargaining Unit.

ARTICLE 43: SCHEDULING OF COURSES

43.1 Scheduling of Courses Except in Collaborative Programs

- (a)** By September 20 of each year, Deans, Chairs, Directors and the Registrar will meet by Faculty to review the previous year's scheduling process.
- (b)** By October 31, Chairs and Directors will call a meeting of their academic unit to complete draft loading sheets. The loading sheets include a list of anticipated courses as of that date to be offered by the academic unit in the Fall and Winter terms of the following academic year. The loading sheets will include course codes and titles, classroom characteristics and requested equipment where relevant, potential morning/afternoon/evening time blocks as determined by the Registrar, and space for faculty to identify their delivery pattern and time block preferences. In the completed draft loading sheets, reasonable efforts will be made to reflect the preferences of the Members of the academic unit.
- (c)** By November 1 of each year, Chairs and Directors will submit to the appropriate Dean the draft loading sheets.
- (d)** By November 30 of each year, the Dean, in consultation with his or her Chairs and/or Directors, will review 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.
- (e)** By December 20 of each year, the Registrar's Office will return to the Dean, Chairs and Directors the draft loading sheets for review with Members of their academic units. The review will address such issues as timetabling conflicts, errors or omissions and the like.
- (f)** By January 20 of each year, Chairs and Directors will submit draft loading sheets to the Dean.
- (g)** By January 31 of each year, the Dean will review, sign off and submit to the Registrar's Office the final loading sheets. Reasonable efforts will be made to reflect the preferences as submitted by the respective academic units, but such requests are not guaranteed to be satisfied. The Dean's decision with regard to such requests shall be final.
- (h)** After January 31 of each year, a course timetable will be prepared by the Registrar and the Deans using the loading sheets.
- (i)** For the Faculty of Arts and Science and the Faculty of Applied and Professional Studies, by March 31 of each year, the Registrar's Office will publish the final course timetable.
- (j)** For the Schulich School of Education, by June 30 of each year, the Registrar's Office will publish the final course timetable.

- (k) For the Faculty of Arts and Science and the Faculty of Applied and Professional Studies, any change in a Member's schedule after June 1 will take place in consultation with the Member and only as a result of changes in circumstances which could not reasonably have been foreseen at the time the schedule was finalized.
- (l) For the Schulich School of Education, any change in a Member's schedule after June 30 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.
- (m) While every reasonable effort will be made to keep to the deadline dates noted in Article 43.1, extenuating circumstances may result in delays. Every effort will be made by both parties to keep such delays to a minimum.

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 Provost, 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 Provost, 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 Provost 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 Provost 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 Provost 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, 2015, to April 30, 2019.
- 49.2** If the parties have not ratified a new collective agreement on or before April 30, 2019, 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

William Kaplan

Paula Knopf

Howard Brown

Larry Steinberg

Louisa Davie

APPENDIX C

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2015

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 113,625	\$ 93,674	\$ 72,500	\$ 55,851
1	\$ 117,205	\$ 96,607	\$ 75,244	\$ 58,208
2	\$ 120,785	\$ 99,540	\$ 77,988	\$ 60,565
3	\$ 124,365	\$ 102,473	\$ 80,732	\$ 62,922
4	\$ 127,945	\$ 105,406	\$ 83,476	\$ 65,279
5	\$ 131,525	\$ 108,339	\$ 86,220	\$ 67,636
6	\$ 135,105	\$ 111,272	\$ 88,964	\$ 69,993
7	\$ 138,685	\$ 114,205	\$ 91,708	\$ 72,350
8	\$ 142,265	\$ 117,138	\$ 94,452	\$ 74,707
9	\$ 145,845	\$ 120,071	\$ 97,196	\$ 77,064
10	\$ 149,425	\$ 123,004	\$ 99,940	
11	\$ 153,005	\$ 125,937	\$ 102,684	
12	\$ 156,585	\$ 128,870		
JI	\$ 157,085	\$ 129,370	\$ 103,184	\$ 77,564
Increment Value	\$ 3,580	\$ 2,933	\$ 2,744	\$ 2,357

Scale Adjustment on May 1, 2015 = 0%

APPENDIX D

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2016

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 115,329	\$ 95,079	\$ 73,588	\$ 56,689
1	\$ 118,963	\$ 98,056	\$ 76,373	\$ 59,081
2	\$ 122,597	\$ 101,033	\$ 79,158	\$ 61,473
3	\$ 126,231	\$ 104,010	\$ 81,943	\$ 63,865
4	\$ 129,865	\$ 106,987	\$ 84,728	\$ 66,257
5	\$ 133,499	\$ 109,964	\$ 87,513	\$ 68,649
6	\$ 137,133	\$ 112,941	\$ 90,298	\$ 71,041
7	\$ 140,767	\$ 115,918	\$ 93,083	\$ 73,433
8	\$ 144,401	\$ 118,895	\$ 95,868	\$ 75,825
9	\$ 148,035	\$ 121,872	\$ 98,653	\$ 78,217
10	\$ 151,669	\$ 124,849	\$ 101,438	
11	\$ 155,303	\$ 127,826	\$ 104,223	
12	\$ 158,937	\$ 130,803		
JI	\$ 159,437	\$ 131,303	\$ 104,723	\$ 78,717
Increment Value	\$ 3,634	\$ 2,977	\$ 2,785	\$ 2,392

Scale Adjustment on May 1, 2016 = 1.5%

APPENDIX E

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2017

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 117,348	\$ 96,743	\$ 74,875	\$ 57,681
1	\$ 121,045	\$ 99,772	\$ 77,709	\$ 60,115
2	\$ 124,742	\$ 102,801	\$ 80,543	\$ 62,549
3	\$ 128,439	\$ 105,830	\$ 83,377	\$ 64,983
4	\$ 132,136	\$ 108,859	\$ 86,211	\$ 67,417
5	\$ 135,833	\$ 111,888	\$ 89,045	\$ 69,851
6	\$ 139,530	\$ 114,917	\$ 91,879	\$ 72,285
7	\$ 143,227	\$ 117,946	\$ 94,713	\$ 74,719
8	\$ 146,924	\$ 120,975	\$ 97,547	\$ 77,153
9	\$ 150,621	\$ 124,004	\$ 100,381	\$ 79,587
10	\$ 154,318	\$ 127,033	\$ 103,215	\$ 82,021
11	\$ 158,015	\$ 130,062	\$ 106,049	
12	\$ 161,712	\$ 133,091	\$ 108,883	
13	\$ 165,409	\$ 136,120		
JI	\$ 165,909	\$ 136,620	\$ 109,383	\$ 82,521
Increment Value	\$ 3,697	\$ 3,029	\$ 2,834	\$ 2,434

Scale Adjustment on May 1, 2017 = 1.75%; one step added to grid at all ranks

APPENDIX F (i)

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2018

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 119,402	\$ 98,436	\$ 76,185	\$ 58,690
1	\$ 123,164	\$ 101,518	\$ 79,068	\$ 61,167
2	\$ 126,926	\$ 104,600	\$ 81,951	\$ 63,644
3	\$ 130,688	\$ 107,682	\$ 84,834	\$ 66,121
4	\$ 134,450	\$ 110,764	\$ 87,717	\$ 68,598
5	\$ 138,212	\$ 113,846	\$ 90,600	\$ 71,075
6	\$ 141,974	\$ 116,928	\$ 93,483	\$ 73,552
7	\$ 145,736	\$ 120,010	\$ 96,366	\$ 76,029
8	\$ 149,498	\$ 123,092	\$ 99,249	\$ 78,506
9	\$ 153,260	\$ 126,174	\$ 102,132	\$ 80,983
10	\$ 157,022	\$ 129,256	\$ 105,015	\$ 83,460
11	\$ 160,784	\$ 132,338	\$ 107,898	
12	\$ 164,546	\$ 135,420	\$ 110,781	
13	\$ 168,308	\$ 138,502		
JI	\$ 168,808	\$ 139,002	\$ 111,281	\$ 83,960
Increment Value	\$ 3,762	\$ 3,082	\$ 2,883	\$ 2,477

Scale Adjustment on May 1, 2018 = 1.75%

APPENDIX F (ii)

FACULTY SALARY SCALE EFFECTIVE APRIL 30, 2019

Steps	Professor	Associate	Assistant	Lecturer
Base	\$ 119,402	\$ 98,436	\$ 76,185	\$ 58,690
1	\$ 123,164	\$ 101,518	\$ 79,068	\$ 61,167
2	\$ 126,926	\$ 104,600	\$ 81,951	\$ 63,644
3	\$ 130,688	\$ 107,682	\$ 84,834	\$ 66,121
4	\$ 134,450	\$ 110,764	\$ 87,717	\$ 68,598
5	\$ 138,212	\$ 113,846	\$ 90,600	\$ 71,075
6	\$ 141,974	\$ 116,928	\$ 93,483	\$ 73,552
7	\$ 145,736	\$ 120,010	\$ 96,366	\$ 76,029
8	\$ 149,498	\$ 123,092	\$ 99,249	\$ 78,506
9	\$ 153,260	\$ 126,174	\$ 102,132	\$ 80,983
10	\$ 157,022	\$ 129,256	\$ 105,015	\$ 83,460
11	\$ 160,784	\$ 132,338	\$ 107,898	\$ 85,937
12	\$ 164,546	\$ 135,420	\$ 110,781	
13	\$ 168,308	\$ 138,502	\$ 113,664	
14	\$ 172,070	\$ 141,584		
JI	\$ 172,570	\$ 142,084	\$ 114,164	\$ 86,437
Increment Value	\$ 3,762	\$ 3,082	\$ 2,883	\$ 2,477

Scale Adjustment on April 30, 2019 = 0%; one step added to grid at all ranks

APPENDIX G

LETTER OF AGREEMENT

GROUP INSURANCE BENEFITS

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

APPENDIX H

LETTER OF AGREEMENT

LIMITED-TERM APPOINTMENTS

The parties agree that during the term of the 2015-2019 Collective Agreement, the total number of tenured and tenure-track Members across all ranks will not fall below 74.5% of the total full-time faculty complement (that is, the total full-time equivalent faculty who are tenure-track, tenured and on limited-term appointments). Limited-term appointments for temporary replacements of full-time tenured or tenure-track appointments, as outlined in Article 20.1(a)(i-vi), are not included in the 25.5% for the purposes of this Appendix.

APPENDIX I

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 J
ANNUAL REPORT

To be completed by FASBU Member pursuant to Articles 18.7 and 27.4.

(To be submitted to the Dean by October 1 of each year)

A. General Information:

Date:	
Name:	
School/Department::	
Rank as of July 1:	
Year in Review: September 1 - to August 31	

B. Please detail your activities in the following three categories over the year in review:

1. Teaching (e.g. new and current courses, pedagogical improvements, successes)
2. Research (e.g. publications, presentations, works-in-progress)
3. Service (e.g. committees, outside activities, community engagement)

C. Personal Statement (optional)

Signature of FASBU

Date

APPENDIX K

NIPISSING UNIVERSITY CV FORMAT

Curriculum Vitae NAME

Program:

Month and Year

Professional Address

Nipissing University
100 College Drive, Box 5002
North Bay, ON, Canada P1B 8L7
Telephone:
Email:

Education

Date Degree and University

Professional Experience

Date Activity

Related Professional Experience

Date Professional Experience

Awards and Honours

Date Award/honour

External Research Funding

Date Funding body Type Amount

*Type: C-Granting councils; G-Government; F-Foundations; O-Other

Internal Research Funding

Date Type Institution Amount

*Type: IRG – Internal Research Grant; RCA-Research Achievement Award; O-Other

Publication Summary (Lifetime total)

	<u>Count</u>
Books Authored	X
Books Edited	X
Articles in Refereed Journals & Refereed Book chapters	X
Book Chapters	X
Refereed articles in on-line Publications	X
Other on-line Publications	X
Magazine Articles	X
Legal Briefs	X
Technical Reports	X
Other Reports	X
Curriculum Reports and other Professional Contributions (Education)	X
Non-refereed articles	X
Book Introductions	X
Dictionary and Reference Articles	X
Book Reviews	X
Conference Papers	X
Keynotes, Invited Papers, & Public lectures	X
Electronic Documents and Multi-media Productions	X
Shared Computer Software and Documentation	X
Literary Works and Musical Compositions	X
Musical Recordings	X
Audio-Visual Productions and Films and Videos	X
Artistic Works and Exhibitions	X
Public Performances in Orchestras, Concerts, Dramatic Productions (as performer, writer, composer, editor and/or director)	X
TV, Radio, and Documentary Interviews	X
Works in Progress	X

Publications

Books Authored

Date	Title and publication information
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Books Edited

Date	Title and publication information
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Articles in Refereed Journals & Refereed Book Chapters

Date	Title and publication information
------	-----------------------------------

Book Chapters

Date	Title and publication information
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Refereed Articles in on-line publications

Date Title and publication information

Other on-line publications

Date Title and publication information

Magazine Articles

Date Title and publication information

Legal Briefs

Date Title and publication information

Technical Reports

Date Title and publication information

Other Reports

Date Title and publication information

Curriculum Reports and other Professional Contributions (Education)

Date Title and publication information

Non-refereed articles

Date Title and publication information

Book Introductions

Date Title and publication information

Dictionary and Reference articles

Date Title and publication information

Book Reviews

Date Title and publication information

Conference Papers

Date Title and information

Keynotes, Invited Papers, & public lectures

Date Title and information

Electronic documents and Multi-media Productions

Date Title and information

Shared Computer Software and documentation

Date Title and information

Literary Works and Musical Compositions

Date Title and information

Musical Recordings

Date Title and information

Audio-Visual Productions and Films and Videos

Date Title and information

Artistic Works and Exhibitions

Date Title and information

Public Performances in orchestras, concerts, dramatic Productions

Date Title and information

TV, Radio, and Documentary Interviews

Date Title and information

Works in Progress

Date Title and information

Workshops and Seminars Presented

Date Title

Panel Chair, Moderator, Commentator, and Roundtable Participant

Date Title

Graduate and Post-Doctoral Supervisions

Date Student and the title of their research

Graduate Teaching

Date Course Institution

Undergraduate Teaching

Year	Credits	Course Name	Level	Institution
------	---------	-------------	-------	-------------

Service

Date	Type	Participation	Committee
------	------	---------------	-----------

University Level

Date	Type	Participation	Committee
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Department Level

Date	Type	Participation	Committee
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Provincial, National, and International Service

Date	Type	Participation	Committee
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Community Service

Date	Type	Participation	Committee
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Professional Memberships

APPENDIX L

LETTER OF AGREEMENT

SPECIAL JOINT COMMITTEE ON THE POTENTIAL INCLUSION OF LIBRARIANS IN THE NUFA-FASBU BARGAINING UNIT

Introduction

1. After requesting and reviewing the position descriptions for the Librarians employed by Nipissing University in the Harris Learning Library, NUFA proposed in negotiations for a renewal collective agreement that the current Salary Level 6 Librarians (Manager, Reference and Information Services, and Manager, Archives and Special Collections) should become included in the bargaining unit and covered by the renewal collective agreement.
2. The Employer has advised NUFA both in the past and during this round of collective bargaining negotiations that it has not and does not consider the librarians employed by the University in connection with the library services shared with Canadore College (hereafter the "Librarians"), including the Salary Level 6 Librarians, to be employed by the University as, or required or expected by the University to work as, "academic professional librarians" for the purposes of the scope and recognition clause in Appendix "A" of the collective agreement.
3. In this context, the Employer advised NUFA that in the University's view, NUFA's proposals to have the Librarians become covered by the renewal collective agreement is an attempt by NUFA to expand the scope and recognition of the collective agreement that, without the agreement of the University to do so, cannot be pursued by NUFA to impasses in collective bargaining negotiations.
4. The proposal herein is expressly made without prejudice or precedent to the Employer's position outlined in paragraphs 1 to 3 above.

The parties agree that following the ratification of the renewal Collective Agreement:

- a) The parties will establish a Special Joint Committee (SJC) within six (6) months of the ratification.
- b) The purpose of the SJC will be to determine whether or not the parties can reach agreement on the terms and conditions of the renewal collective agreement and any additional terms and conditions of employment that would apply to the employment of the two Salary Level 6 Librarian positions should the parties mutually agree to include them in the bargaining unit.

- c) The SJC will be composed of three (3) members appointed by the Provost and three (3) members appointed by the President of the Association. The SJC will be co-chaired by one of the University's appointees, as identified by the Provost, and one of the Association's appointees, as identified by the President of the Association.
- d) The SJC may consult stakeholders as it considers necessary.
- e) The SJC will conclude its deliberations by April 30, 2017.
- f) If the result of the deliberations of the SJC is mutual agreement on the terms and conditions of the renewal collective agreement and any additional terms and conditions of employment that would apply to the employment of the two Salary Level 6 Librarian positions if they were to become included in the bargaining unit, then the Employer and the Association may mutually agree, in writing, to include these Librarians in the bargaining unit on a prospective basis and agree, in writing, to revise the renewal collective agreement or a subsequent collective agreement as necessary in this regard.
- g) If inclusion in the bargaining unit is mutually agreed in writing by the University and the Association, it will be effective as of a mutually determined date and will not be retroactive.

NOTE:

In collective bargaining negotiations, the parties identified the following provisions of the renewal collective agreement that might apply to the Salary Level 6 Librarians if they were to become included in the bargaining unit and covered by the renewal collective agreement:

Article 1:	Definitions
Article 2:	Purpose
Article 3:	Recognition and Definition of the Bargaining Unit
Article 4:	Management Rights
Article 5:	Rights & Privileges of the Association
Article 6:	Dues Check-Off
Article 7:	Correspondence and Information
Article 8:	Copies of the Agreement
Article 9:	Joint Committee on the Administration of the Agreement
Article 11:	Amendments to the Nipissing University Act
Article 12:	Non-Discrimination
Article 13:	Conflict of Interest
Article 14:	Official Files
Article 15:	Privacy
Article 16:	Health, Safety and Security
Article 30:	Method of Payment
Article 35:	Leaves and Authorized Absences [further discussion about applicability as required]
Article 36:	Resignation and Retirement
Article 39:	Grievances and Arbitration
Article 40.1 and 40.2:	Discipline
Article 46:	Amalgamation, Consolidation, Merger or Expansion of the University
Article 47:	Negotiation Procedure
Article 48:	Strikes or Lock-outs
Article 49:	Duration and Continuance of the Agreement
Appendix A	Ontario Labour Certificate
Appendix B	Arbitrators
Appendix F	LOA: Group Insurance Benefits

APPENDIX M

LETTER OF AGREEMENT

PHASED RETIREMENT PROGRAM (PRP)

- 1.** A program for phased retirement will be effective July 1, 2016. Phased retirement will be available to full-time Members not on reduced workload (per Article 27) who are fifty-nine (59) years of age or older and have five (5) or more years of continuous service with Nipissing University.
- 2.** Members will give written notice of their intention to participate in the Phased Retirement Program (PRP) no later than January 1 in the year they propose to enter into a PRP. The PRP will commence on July 1 following this notice. All applications received by January 1, 2019 (within the lifetime of this Collective Agreement) will be considered. Upon final agreement of the terms and conditions of the PRP, the retirement date will be irrevocable.

3. Program Length

A Member in the PRP (the participant) will be expected to continue the full range of his/her normal pre-program duties as agreed with the Dean and proportionate to his/her percentage appointment over the two (2) or three (3) year period.

- (a)** Three Year Program: The cumulative appointment over the three (3) year phased retirement period will be at least one hundred and forty percent (140%) but not more than one hundred and eighty percent (180%) of a full-time appointment and will be subject to a minimum percentage appointment in any one year equal to twenty percent (20%) of a full-time appointment. For the purposes of this Article, Members will be considered to be either on a Normal or Teaching Intensive workload.
- (b)** Two Year Program: The cumulative appointment over the two (2) year phased retirement period will be at least one hundred percent (100%) but not more than one hundred and twenty percent (120%) of a full-time appointment and will be subject to a minimum percentage appointment in any one year equal to twenty percent (20%) of a full-time appointment. For the purposes of this Article, Members will be considered to be either on a Normal or Teaching Intensive workload.

4. Group Benefits

Group benefit coverage will continue as though the Member continues to be employed on a full-time appointment throughout the PRP, except as set out in this clause with respect to Life Insurance and Long-Term Disability:

- (a)** Life Insurance coverage (prior to declared retirement date) shall be based upon the Member's actual salary during the phased retirement period.
- (b)** Long-Term Disability benefits will be payable only up to the Member's irrevocable retirement date with such benefits being calculated according to the actual salary during the phased retirement period, subject to plan requirements.

- (c) A Member who is eligible and qualifies for Long-Term Disability benefits during the PRP may opt out of the program and retire instead of receiving Long-Term Disability benefits.
- (d) Participants in the PRP will be entitled to full professional development expenditure reimbursement and will be entitled to participate in all programs that are available to Members.

5. Salary During PRP

The Member's salary during the PRP will be prorated on the basis of the phased appointment of the Member in each year.

6. Retiring Allowance

- (a) A Member in a three (3) year phased retirement will be eligible to receive a Retiring Allowance equal to seventy-five percent (75%) of the one hundred percent (100%) nominal salary in effect immediately prior to the commencement of phased retirement, less deductions required by law. The Retiring Allowance will be paid in three (3) equal installments over the phased retirement period.
- (b) A Member in a two (2) year phased retirement will be eligible to receive a Retiring Allowance equal to fifty percent (50%) of the one hundred percent (100%) nominal salary in effect immediately prior to the commencement of phased retirement, less deductions required by law. The Retiring Allowance will be paid in two (2) equal installments over the phased retirement period.
- (c) In the event that a Member dies prior to receiving his/her full entitlement under this section, the balance of the Retiring Allowance shall be paid to his/her estate.
- (d) A Member who has opted out of the PRP in order to receive Long-Term Disability benefits shall receive a prorated share of her/his Retiring Allowance.

APPENDIX N

LETTER OF AGREEMENT

Schulich School of Education (SSoE)

1. The SSoE has Bachelor of Education degree programs with three divisions (Primary/Junior, Junior/Intermediate, and Intermediate/Senior). These are the divisions for which graduates will be qualified. Faculty Members teach in one or more of these divisions. Currently, there are three Chairs: a Chair for each division.
2. After February 1, 2016, the matter of the distribution of the number of Chairs in the SSoE will be referred to a Special Joint Committee (SJC) for consideration.
3. The SJC will include four (4) representatives of the Employer and four (4) Members selected by NUFA.
4. One (1) representative from each party will be selected to serve as co-chairs.
5. A quorum for the SJC will be four (4) members, provided that at least two (2) representatives of each party are present, including the co-chairs.
6. Recommendations of the SJC will be by unanimous agreement of both parties and will be written down and signed by the co-chairs at the end of the process.
7. Agreement may form the basis for an amendment to this Collective Agreement if necessary.

THIS COLLECTIVE AGREEMENT

SIGNED AT NORTH BAY

this ____ day of _____, 2016

**NIPISSING UNIVERSITY
FACULTY ASSOCIATION**

NIPISSING UNIVERSITY

Hilary Earl, Chief Negotiator

Cheryl Sutton, Chief Negotiator

Mark Crane, Co-Chief Negotiator

Sharon Rich

Rob Breton

Carole Richardson

Gyllian Phillips

Jenny Mackie

Natalya Brown