

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, 2019 to April 30, 2022

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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 the 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 or department responsible for the delivery of an academic program, and, for the purpose of this Collective Agreement, academic unit will also apply to the Library.

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

Association designates the Nipissing University Faculty Association (NUFA), the exclusive bargaining agent for FASBU and CASBU.

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.

Graduate Program Member designates a member of a graduate program, either full, associate or affiliate member.

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

Individualized Study Course designates a course in which faculty supervise a single student, usually in regard to a research project.

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) and amended December 2001.

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.

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.

Special Course designates a course that is offered as a service to a degree program but does not count towards a minor, major, or specialization in any discipline. All special courses are listed in Appendix F.

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.

Team Teaching designates a course taught by two faculty Members assigned to teach a single course as a team.

Tenure-track Appointment designates an appointment that is probationary and whose duration is normally not more than six (6) years.

Travel Course designates a course in which a component of the instruction requires students to travel to a different location for instruction.

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 Employer 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 A Member on any form of leave or one who accepts a reduced workload appointment pursuant to Articles 28.11 or 28.12 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. Subject to availability, the Employer will allow the Association reasonable use of Nipissing University reproduction services, computing facilities, and audiovisual equipment on a cost recovery basis.
- 5.2 The Employer will provide the Association with suitable office space on the University campus.

- 5.3** Subject to availability, the Employer will provide the Association with suitable meeting rooms as required, free of charge, provided this can be done without interrupting the instructional programs of Nipissing University.
- 5.5** 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.
- 5.5** The Employer will advise Members of their right to representation by the Association. The Association will have the right, with the permission of the Member, 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.
- 5.6** The Association will have the right at any time to call upon the assistance of representatives of CAUT and OCUFA. Such representatives will have reasonable access to Nipissing University premises to consult with Members, Association officials or the Employer.
- 5.7** The Employer will grant the Association 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.
- 5.8** 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 Association's 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 28.11 and 28.12.
- 5.9** 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 5.7 and 5.8.

- 5.10** The course releases in Article 5.7 and 5.8 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.
- (g)** Before October 31 each year, the Employer will provide the Association with a report on limited-term appointments. In this report, the name of each limited-term position will be listed alongside the length of the appointment and the reason (per Articles 20.1 and 20.4) why the department or school was allocated a limited-term appointment rather than a tenure-track appointment.

- (h) Before June 30, the Employer 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. This report will also include:
 - i) the total number of courses (as three-credit course equivalents) taught in each term;
 - ii) the total number of courses (as three-credit course equivalents) taught by FASBU Members; and
 - iii) the total number of courses (as three-credit course equivalents) taught by CASBU Members.

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 anyone who is not a Member 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 to the Association on a timely basis:

- (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 (independent medical evaluation [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, via the Human Resources Department, with the following information on a timely basis:

- (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 Employer 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 Employer 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 40.7(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 40.7(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: NO DISCRIMINATION

12.1 The parties agree that universities are enriched by diversity and inclusion and will seek ways to integrate inclusive excellence throughout Nipissing University's teaching, research and community engagement. To this end, 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, benefits or any other terms and conditions of employment by reason of age (except as provided for in this Collective Agreement), or any prohibited grounds as outlined in the Ontario Human Rights Code.

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 them, 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 their 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 their 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 26.

14.2 Access to Official Files

- (a) A Member may request, at least twenty-four (24) hours in advance, to the appropriate Dean to examine all of the Member's 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 the 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 the Member's 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 the Member's 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 the Official File. The Member's response does not take the place of a grievance.

14.4 Anonymous Materials, Confidential Materials, and Complaints, in Official Files

(a) Anonymous Materials

- i) No anonymous material will be kept in any Member's Official File.
- ii) 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 27 will not be considered anonymous material. Non-statistical information gathered pursuant to Article 27 is considered anonymous material; however, it may be submitted by the Member without invalidating the process.

(b) Confidential Materials

- i) The Member will be informed in writing of any additions to or deletions of material from the Member's 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.
- ii) Notwithstanding Article 14.4(b)(i), 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 the Member's appointment. Such letters of assessment will be destroyed within one (1) month after the Member's appointment commences.
- iii) 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, the arbitrator will have access to all relevant confidential material in the Official File and may make use of it in the decision, having due regard to its confidentiality.

(c) Complaints

- i) 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.

- ii) The Member will be informed in writing of any additions to or deletions from the Member's Official File of materials involving complaints within ten (10) working days of the addition or deletion.
- iii) In the case of complaints by students:
 - a. if the author is a student and does not consent to the disclosure of their 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;
 - b. 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;
 - c. when written student comments are retained, copies will be placed in the Member's Official File and a copy forwarded to the Member.

14.5 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 the former Member's 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 the Member's 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 14.5(a) or 14.5(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 the Member's 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 the President's 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

- (a)** This Article applies to all Members except Academic Librarians and Archivists and Full-time Instructors. The rights and responsibilities of Academic Librarians and Archivists are outlined in Article 22 and the rights and responsibilities of Full-time Instructors are outlined in Article 23.
- (b)** In addition to the rights and responsibilities that 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 must receive written permission from their academic unit (majority vote) when moving courses from the standard delivery mode to online, off-site or blended delivery. The result of the academic unit vote will be forwarded to the Dean.
- (d)** Members recognize that they have a responsibility to respect the principles of confidentiality with regard to their students.
- (e)** 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.
- (f)** 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.
- (g)** Members will not normally miss, cancel, or terminate scheduled instruction time except in the case of sudden illness or emergency. In such cases, Members will make every effort to notify their respective Dean and students in advance, and will cancel classes through WebAdvisor. In other circumstances, and subject to the approval of the Dean, arrangements for the rescheduling of instructional time must be made in advance with adequate notice being given to students.

- (h) 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. This may include responsibilities for assisting in the supervision of their course examinations and setting and grading supplemental examinations as required.
- (i) One month prior to the beginning of each term, each Dean will inform Members in the Dean's Faculty that preliminary course syllabi must be filed electronically with the Dean's Office no later than two weeks prior to the start of a course. Members will be sent confirmation of receipt of course syllabi. If there are any changes to the preliminary course syllabi, final versions will be sent to the Dean electronically no later than two weeks after the first scheduled class.
- (j) Should a Member be unable to fulfill the Member's teaching responsibilities in whole or in part while a course is in progress, any replacement Member has the right to consult and use the course syllabus that the Member filed in the Dean's Office.
- (k) Members will inform students of the times and/or the methods by which they will be available for consultation. This information will be included in the course syllabus.

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.
- (e) Members are expected to uphold integrity in research and scholarship, and meet obligations under the *Tri-Agency Framework: Responsible Conduct of Research*.

- (f) Where applicable, Members will seek approval from, and adhere to the policies of, the Nipissing University Research Ethics Board and/or the Nipissing University Animal Care Committee.
- (g) Members will adhere to the Nipissing University Research Policies approved by Senate.

18.4 Service

- (a) Service includes the activities listed in Article 26.15(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 not discriminate 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.
- (d) 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, notify the Chair or Director, to ensure that those duties are fulfilled.
- (e) 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.

18.5 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, as outlined in Article 28.
- (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 the President's 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 June 30 of each year, each Member (except those undergoing processes described under Article 26, or on a twelve (12) month sabbatical as described in Article 29, or on a leave granted under Article 36.1 (Leave of Absence without Pay), 36.3 (Public Office Leave), 36.4 (Court Leave), 36.5 (Sick Leave) and 36.9 (Pregnancy Leave, Parental Leave, Adoption Leave) where the leave is six (6) months or more in length) will submit an up-to-date curriculum vitae and annual report to the appropriate Dean. Any Member on one of the above noted leaves of less than six (6) months on June 30 is also exempt from submitting the annual report and curriculum vitae on that date and will submit their annual report and curriculum vitae within one (1) month of returning to work.

- (b) This curriculum vitae will be in the Nipissing CV format (template found in Appendix I) or a format recognized by the Office of Research.
- (c) The Annual Report Form (as detailed in Article 28.5 and found in Appendix G) will highlight the previous year's (July 1 to June 30) accomplishments and goals for the coming year.
- (d) If any of the following information for the previous year (July 1 to June 30) 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 AND ACADEMIC LIBRARIAN AND ARCHIVIST APPOINTMENTS

19.1 Search Committees

- (a) The Dean or the Executive Director of Library Services will coordinate the selection of the Search Committee for Member hires within their academic unit(s).
- (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, the Associate Dean, or the Executive Director of Library Services who will chair the Committee;
 - ii) the Chair or Director of the hiring academic unit or in the case of a committee to appoint an academic librarian or archivist, a Chair or Director from another academic unit will serve;
 - iii) Member representation on search committees:
 - a. for tenure, tenure-track, limited-term or full-time instructor appointments, will consist of at least two (2) but no more than four (4) Members from the academic unit elected by the Members of the academic unit;
 - b. for academic librarians or archivists, will consist of at least two (2) but no more than four (4) Members from the Library as elected by the Members of the Library.
 - iv) at least one (1) additional Member from a different academic unit than the hiring unit as selected by the hiring academic unit;

- v) wherever possible, one (1) student (undergraduate or graduate) as selected by the Members of the hiring academic unit;
- vi) wherever possible, one (1) CASBU Member as selected by the Members of the hiring academic unit; however, no CASBU Member can be obliged to serve on such a committee;
- vii) where an academic unit has fewer than two (2) tenured or tenure-track faculty, or in the case of the Library, fewer than two (2) librarian or archivist Members (excluding the Chair or Director), the Dean or the Executive Director of Library Services, in consultation with the existing Members of the academic unit, will appoint additional Members to the Committee; and
- viii) A Human Resources representative as an ex-officio, non-voting member of the 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 as appropriate: 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 Indigenous 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 or the Executive Director of Library Services, who will then recommend the appointment to the Provost. If the Provost does not accept the recommendation, the Provost will send the matter back to the Dean or the Executive Director of Library Services 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) Before the Provost extends a job offer to a non-Canadian citizen or temporary resident, the Director, Human Resources will ensure that all relevant legislated hiring requirements have been met.
- (c) 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

If the spouse of a Member applies for an advertised position at the University covered by this Collective Agreement, the spouse may choose, in a covering letter, to self-identify as a spouse. If so, the spouse's file will be reviewed by the relevant Search Committee and, if deemed qualified for the position by the Committee, the spouse will be added to the short list.

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 the following designated employment equity groups: Indigenous persons, women, persons with disabilities, persons who identify as LGBTQ2+, visible minorities, and other groups as may be designated as under-represented in federal and/or provincial legislation.
- (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 Indigenous persons, women, persons with disabilities, persons who identify as LGBTQ2+, 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 or the Executive Director of Library Service once the Dean or Executive Director of Library Services is satisfied that the short list does not exclude suitably qualified candidates from the designated equity groups. When the Search Committee recommends a short list for interview which does not include a candidate from one of the designated equity groups, the Dean or the Executive Director of Library Services 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 the candidate's qualifications are substantially equal to other candidates.
- (h) In its recommendation to the Dean or the Executive Director of Library Services, 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 or the Executive Director of Library Services.

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 statement as indicated in Article 19.7(c), as well as the following wording: "All qualified candidates are encouraged to apply. Canadian citizens and permanent residents will be given priority."
- (b) All tenure-track and tenured faculty positions and all academic librarian and archivist positions except where expressly limited in this Agreement will be advertised both on the University's website and in various appropriate publications that will include *University Affairs* and the *CAUT Bulletin*. All Limited-Term Appointments and Full-time Instructor positions will be advertised both on the University's website and in various appropriate publications.

- (c) 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.
- (d) 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 limited-term, tenure-track and tenured faculty appointments under this Collective Agreement will be made at the ranks of Lecturer, Assistant Professor, Associate Professor or Professor.

19.10 Type of Faculty Appointments

- (a) All appointments to faculty will be tenured, tenure-track, limited term or full-time instructor.
- (b) 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.
- (c) A tenured appointment grants permanency of appointment to the Member which may be terminated only through resignation (Article 37), retirement (Article 37), dismissal for cause (Article 41), financial exigency (Article 44) or program redundancy (Article 45).
- (d) A tenure-track appointment will normally 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.
- (e) A limited-term appointment is set out in Article 20. A limited term appointment is a contractual agreement between the Employer 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.
- (f) A Full-time Instructor appointment is set out in Article 23.

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, where applicable:
 - i)** type of appointment pursuant to Article 19.10, Article 20, Article 22, or Article 23;
 - ii)** rank pursuant to Article 19.9;
 - iii)** department(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;
 - vi)** salary and "step" pursuant to Appendices C, D, and E along with an explanation of how the starting salary rate was set pursuant to Article 30;
 - vii)** credited years of service for sabbatical pursuant to Article 29;
 - viii)** credited years of service for tenure pursuant to Article 20;
 - ix)** assigned teaching load pursuant to Article 20, Article 23 or Article 28;
 - x)** annual vacation entitlement pursuant to Article 22 or Article 36;
 - xi)** annual professional expenses reimbursement (PER) allowance pursuant to Article 35;
 - xii)** start-up research grant for faculty of \$5,500 (not applicable to LTAs, Academic Librarians or Archivists, or Full-time Instructors) to be received within the first year of appointment and to be used within the first three (3) years of the appointment;
 - xiii)** other terms and conditions of the appointment which have been agreed upon by the Member and the Employer provided they are consistent with the terms of this Agreement;
 - xiv)** a statement that identifies any requirement to maintain professional designations and licenses where such professional designations and licenses are bona fide requirements of the position or of program accreditation;
 - xv)** if an academic librarian or archivist appointment, responsibilities and duties pursuant to Article 22, and if a full-time instructor, responsibilities and duties pursuant to Article 23; and
 - xvi)** a statement that the appointment is subject to the terms of this Collective Agreement.

- (b) The Employer will give the prospective Member at least seven (7) days from the date of receipt of the letter to accept 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 26.35(f); 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 the Association. 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 the Member's 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, the Member's file will be reviewed by the relevant Search Committee and, unless deemed unqualified for the position by the Committee, the Member 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 the Member 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 Employer 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, the Member 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 2015-2019 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 28.8(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 (4) 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 Employer 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, labs, seminars, and courses taught by graduate teaching assistants.
- (b)** 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 Employer will seek the approval of the Association to exceed the agreed upon rate. Such approval will not be unreasonably denied.

ARTICLE 22: ACADEMIC LIBRARIAN AND ARCHIVISTS

22.1 General

- (a) Only the following Articles of this Collective Agreement are applicable to Academic Librarians and Archivists:

Article 1: Definitions
Article 2: Purpose
Article 3: Recognition and Definition of the Bargaining Unit
Article 4: Management Rights
Article 5: Rights and 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 10: Past Practices
Article 11: Amendments to the Nipissing University Act
Article 12: No Discrimination
Article 13: Conflict of Interest
Article 14: Official Files
Article 15: Privacy
Article 16: Health, Safety and Security
Article 17: Academic Freedom
Article 19: Faculty and Academic Librarian and Archivist Appointments
Article 21: Employment of CASBU Members
Article 22: Academic Librarians and Archivists
Article 30: Compensation
Article 31: Method of Payment
Article 32: Group Benefits
Article 33: Nipissing University Pension Plan
Article 35: Professional Expenses Reimbursement
Article 36: Leaves and Authorized Absences
Article 37: Resignation and Retirement
Article 38: Intellectual Property
Article 39: Grants and Contracts for Research and Creative Activity
Article 40: Grievances and Arbitration
Article 41: 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: Labour Certificate
Appendix B: Arbitrators Pursuant to Article 40.8
Appendix D: Salary Grid for Academic Librarians and Archivists
Appendix G: Annual Report Forms
Appendix H: Initial Performance Review Forms
Appendix K: Letter of Agreement: Group Insurance Benefits
Appendix N: Letter of Agreement: Nipissing University Pension Plan
Appendix O: Letter of Agreement: Grand-parenting of Current Academic Librarians and Archivist for Vacation Leave

- (b) Academic Librarians and Archivists concern themselves primarily with the academic needs of the Nipissing University community. They apply their professional expertise to meet needs related to the teaching and research mandates of the University. Academic Librarians and Archivists are expected to keep informed of current trends, changes and innovation in the profession applicable to their duties and responsibilities, and have the right and responsibility to engage in professional development activity to maintain currency in the profession. Academic Librarians and Archivists contribute to strategic planning of library resources, and participate in the development and implementation of policies, procedures, and services offered by the Library.

22.2 Rights and Responsibilities

- (a) The rights, duties and responsibilities of Academic Librarians and Archivists derive from the academic, professional and collegial nature of their work in the Library and at the University, and from their position as members of the academic community. The primary duties and responsibilities of Academic Librarians and Archivists shall be those directly related to professional practice with provision for professional development and service activities and they are:
 - i) professional practice;
 - ii) scholarly activities, professional activities, and/or innovative practice; and
 - iii) academic service to the University community, the professional community, and/or the community at large.
- (b) The duties and responsibilities may vary from individual to individual. Without minimizing the importance of Articles 22.2 (a)(ii) and 22.2 (a)(iii), the principal duties of Academic Librarians and Archivists shall normally be those noted in Article 22.2 (a)(i) above. The principal duties and responsibilities will be outlined in the letter of appointment and position description. Any subsequent change in the principal duties and responsibilities shall be agreed upon by the Executive Director of Library Services and the Academic Librarian or Archivist through the Annual Report process. If an agreement cannot be reached, the matter will be referred to the Provost and Vice-President, Academic and Research.
- (c) The normal workload of an Academic Librarian or Archivist shall consist of a thirty-five (35) hour work week. The normal workload shall consist of duties and responsibilities specific to the individual position description and those identified as shared duties, such as reference services, information literacy instruction, and collaborative projects.
- (d) Requests for adjustments to the normal workload can be made by an Academic Librarian or Archivist in writing to the Executive Director of Library Services. Adjustment to the normal workload can also be made when an Academic Librarian or Archivist, with their consent, undertakes a special assignment requested by the Executive Director of Library

Services. In both cases, the Executive Director of Library Services and the Academic Librarian or Archivist shall attempt to reach agreement on the adjustment. If agreement cannot be reached, the matter will be referred to the Provost and Vice-President Academic and Research or designate.

22.3 Professional Practice

(a) Academic Librarians

An Academic Librarian's professional obligations and responsibilities to the University may vary from individual to individual, consistent with the Academic Librarian's specialties and qualifications, and they constitute the Academic Librarian's principal obligation during the employment year. Duties may include but are not limited to:

- i)** collection development and management, including but not limited to appraisal, selection, acquisition, preservation of library materials and management of funds allocated to subject areas;
- ii)** bibliographic organization and control of library materials;
- iii)** direction, planning, implementation and oversight of library systems and electronic resources;
- iv)** building and maintaining digital collections;
- v)** information services, including but not limited to, general and specialized reference, interlibrary loan, and information literacy;
- vi)** information literacy instruction and curriculum support;
- vii)** faculty outreach and liaison, which may include participation in research and support for scholarly communication;
- viii)** evaluation, measurement, and analysis of user needs;
- ix)** managing, planning, organizing, implementing and shaping the user experience and delivery of service to library patrons; and
- x)** development of professional knowledge and performance in the areas of public service, collections development, bibliographic control, professional development, and scholarship.

(b) Archivists

An Archivist is responsible primarily for the appraisal, selection, acquisition, and preservation of archival materials in all formats, as well as special collections materials to meet needs related to the teaching and research mandates of the University. Archivists ensure the continued availability of transferred institutional records of archival value as may be needed for documentation, legal, or other purposes, and as well support the transmission of cultural and historical information and other research.

They are responsible for the preservation and continued usability of archival materials in all formats, they facilitate access to archival materials through the production of finding aids and various outreach initiatives, and they perform instructional, consultative and research roles through formal and informal means of instruction.

The professional practice of Archivists varies according to the primary responsibilities of any particular Archivist. Professional practice for Archivists includes, but is not limited to, one or more of the following:

- i) developing and implementing archival policies and procedures;
- ii) assessing archival collections for possible acquisition;
- iii) planning, implementing, promoting, assessing, and supervising archival services and preservation strategies and initiatives;
- iv) provide direction to staff;
- v) management of financial resources, which may include grant applications;
- vi) collection development and management of library information resources, including but not limited to appraisal, selection, acquisition, preservation of library materials;
- vii) duties shared with colleagues, such as reference services, information literacy instruction, and collaborative projects; and
- viii) development of professional knowledge in areas of archival and special collection services and resource management.

Archivists also participate in the assessment and acquisition of information technology applications that support the dissemination, organization, and preservation of archival information; provide archival reference, consultation and instruction; and communicate, collaborate, and liaise with University administration, faculty, students and public users in the identification and analysis of user needs to determine potential improvements to archival resources and services.

22.4 Scholarly Activities, Professional Activities, and/or Innovative Practice

- (a) Academic Librarians and Archivists are expected to keep informed of current trends, changes and innovation in the profession applicable to their duties and responsibilities and have the right and responsibility to engage in scholarly and professional activities and/or engage in activities that will contribute to innovative practice(s), which may include: attendance at conferences and workshops including professional development and/or project activities that lead to the implementation of innovative practices.

- (b) Although not required to do so, Academic Librarians and Archivists have the right to be involved in research, scholarly and creative activities which may include:
 - i) formal study, research, publication, refereeing submissions to scholarly publications, and editing scholarly publications; and
 - ii) public presentations, including presentations at conferences and panel discussions.
- (c) Academic Librarians and Archivists engaged in professional development, research, scholarly and creative activities have access to Professional Expenses Reimbursement (PER) per Article 35.
- (d) An individual Academic Librarian or Archivist shall inform the Executive Director of Library Services about their intent to engage in scholarly, professional and/or innovative activities. The Executive Director of Library Services and the Academic Librarian or Archivist shall attempt to reach agreement on the timing of such activities noting that, per Article 22.2 (a), a portion of their responsibilities are in relation to scholarly, professional and/or innovative activities. If agreement cannot be reached, the matter will be referred to the Provost and Vice-President, Academic and Research or designate.

22.5 Service to the University Community, the Professional Community and/or the Community at Large

- (a) Academic Librarians and Archivists have the right and responsibility to accept a fair and reasonable share of administrative duties through membership on appropriate bodies, including Library, Senate and University committees. Where participation on University committees or such other bodies is by election or appointment, an Academic Librarian or Archivist Member shall be elected or appointed only with the Member's consent.
- (b) Academic Librarians and Archivists may participate in committees of library consortia, learned societies and professional organizations and associations.
- (c) Should service on committee and/or professional associations require more time than outlined in the Letter of Appointment and/or the position description, Academic Librarians and Archivists may make a request in writing to the Executive Director of Library Services for approval. In these situations, consideration will be given to operational needs and/or whether temporary adjustments to workload distribution may be required.

22.6 Other Expectations

Academic Librarians and Archivists are expected to demonstrate due diligence in the exercise of their duties and responsibilities.

22.7 Curriculum Vitae and Annual Report

- (a) By June 30 of each year, each Academic Librarian and Archivist Member (except those who have served less than six (6) months in their initial year of appointment, or those on a leave granted under Article 36.1 (Leave of Absence without pay), 36.3 (Public Office Leave), 36.4 (Court Leave), 36.5 (Sick Leave), 36.10 (Pregnancy Leave, Parental Leave, Adoption Leave) where the leave is more than six (6) months in length) will submit an up-to-date curriculum vitae and annual report to the Executive Director of Library Services. Any Academic Librarian or Archivist on one of the above noted leaves of less than six (6) months on June 30 is also exempt from submitting the annual report and curriculum vitae on that date and will submit their annual report and curriculum vitae within one (1) month of returning to work.
- (b) The annual report will highlight the previous year's (July 1 to June 30) accomplishments and goals for the coming year, including professional practice; research, scholarly and creative activities; and professional service activities.

22.8 Academic Librarians and Archivists on the Board of Governors

Any Academic Librarian and Archivist who is deemed to be a faculty Senator has the right to be elected by Senate to sit on the Board of Governors as a faculty representative.

22.9 Hiring Provisions

- (a) All new permanently appointed Academic Librarians and Archivists will be hired on a one (1) year initial appointment. This will be followed by an initial performance review using the Performance Review Form in Appendix H-(i). The Review Committee will designate one of the following:

 - i) Satisfactory - the Member will be granted a continuing appointment;
 - ii) Probationary - the Member will be granted a second probationary appointment of the same duration with explicit instructions for improvements as needed; or
 - iii) Unsatisfactory - the Member's employment will be terminated.
- (b) All current Members designated Academic Librarians or Archivists as May 1, 2019, will be grand-parented as having continuing appointments.
- (c) Any non-permanent Academic Librarian or Archivist hired to temporarily replace an Academic Librarian or Archivist on leave, for ten (10) months or more will be entitled to group benefits.

22.10 Lay-Off Provisions

- (a)** In identifying the position for lay-off, the Provost and/or designate will consider core competencies needed in the Library. Where specific qualifications are not a consideration, lay-offs will be conducted based on years of service. Those with fewer years of service shall be laid off first.
- (b)** Once a position has been identified for lay-off, the Provost and/or designate shall notify the Association President as far in advance as possible, but in any event at least two (2) months prior to any notice of lay-off being issued. The notification to the Association must outline the reasons for the lay-off. The Provost, and/or designate, shall give the Association President the opportunity to present their views and input.
- (c)** The Employer will provide the affected Member with written notice of lay-off of no less than five (5) months. This notice will clearly indicate the reasons for the lay-off.

ARTICLE 23: FULL-TIME INSTRUCTORS INCLUDING LABORATORY AND SPECIAL COURSE INSTRUCTORS

23.1 General

Only the following Articles of this Collective Agreement are applicable to Full-time Laboratory and Special Course Instructors:

- Article 1: Definitions
- Article 2: Purpose
- Article 3: Recognition and Definition of the Bargaining Unit
- Article 4: Management Rights
- Article 5: Rights and 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 10: Past Practices
- Article 11: Amendments to the Nipissing University Act
- Article 12: No Discrimination
- Article 13: Conflict of Interest
- Article 15: Privacy
- Article 16: Health, Safety and Security
- Article 21: Employment of CASBU Members
- Article 27: Student Opinion Surveys of Faculty Teaching
- Article 30: Financial Compensation
- Article 31: Method of Payment
- Article 32: Group Benefits
- Article 33: Nipissing University Pension Plan
- Article 35: Professional Expenses Reimbursement
- Article 36: Leaves and Authorized Absences
- Article 37: Resignation and Retirement

Article 38: Intellectual Property
Article 40: Grievances and Arbitration
Article 41: Discipline
Article 42: Chairs and Directors
Article 43: Scheduling of Courses
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: Labour Certificate
Appendix B: Arbitrators Pursuant to Article 40.8
Appendix E: Full-time Instructors Salary Scale
Appendix F: List of Designated Special Courses
Appendix G: Annual Report Forms
Appendix H: Initial Performance Review Forms
Appendix K: Letter of Agreement: Group Insurance Benefits
Appendix N: Letter of Agreement: Nipissing University Pension Plan
Appendix P: Letter of Agreement: Grand-parenting of Current Full-time
Instructors for Compensation of Pre-packaged Courses
Appendix R: Letter of Agreement: Development of the Assessment of the
Teaching and the Learning Environment

23.2 Academic Freedom and Academic Responsibility

(a) General Definition

- i) 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.
- ii) 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.

(b) The Freedom to Teach and its Responsibilities

- i) 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.

- ii) 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.

(c) The Freedom to Research and its Responsibilities

While Members are not required to perform research as part of their duties and responsibilities, Members choosing to engage in research are bound by the following:

- i) 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.
- ii) 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.

(d) The Freedom to Publish and its Responsibilities

While Members are not required to do so:

- i) 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.
- ii) Researchers have a responsibility to report findings fairly and accurately, and to recognize appropriately the contributions of others to the work they report.

(e) The Freedom of Artistic Expression and its Responsibilities

While Members are not required to do so:

- i) 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.
- ii) 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.
- iii) 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.

(f) The Freedom to Speak Intramurally or Extramurally and its Responsibilities

While Members are not required to do so:

- i) 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.
- ii) When speaking intramurally, Members are expected to deal fairly and professionally with all members of the University community.
- iii) Speakers who are commenting on their scholarship are bound by the same responsibilities which attend the right to publish research.
- iv) 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 the President's designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University.

23.3 Rights and Responsibilities

The rights, duties and responsibilities of Full-time Instructors derive from the academic, professional and collegial nature of their work within their department or school. In their position as members of the academic community, the primary duties and responsibilities of Full-time Instructors shall be those directly related to teaching with provision for professional development and service activities:

- (a) teaching classroom instruction (80%);
- (b) scholarly activities, professional activities, and/or innovative practice (10%);
and
- (c) academic service to the University community, the professional community,
and/or the community at large (10%).

In addition to the rights and responsibilities which flow directly from academic freedom (Article 23.2), the parties recognize that the nature of the University gives rise to the rights and responsibilities as delineated in this Article.

23.4 Teaching

- (a) Members have a responsibility to develop scholarly competence and effectiveness as teachers.
- (b) Members have the right and responsibility to organize 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 must receive written permission from their academic unit (majority vote) when moving courses from the standard delivery mode to online, off-site, or blended delivery. The result of the academic unit vote will be forwarded to the Dean.
- (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 work in co-operation with assigned course coordinators and/or course professors.
- (f) Members will deal ethically and fairly with students and others, foster a free exchange of ideas, avoid discrimination, respect the principles of confidentiality in a manner consistent with their instructional role, and provide their students with information in the course outline regarding their instructional and evaluation methods, as well as how they may be contacted.
- (g) Members will be conscientious in the preparation and organization of subject matter, will keep students informed regarding instructional and evaluation methods, will provide students with periodic and timely feedback, and will revise that subject matter to reflect changes in the field.

- (h) Members will not normally miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases will make every effort to have their respective Dean or designate, course coordinator, and students notified in advance. In other circumstances, subject to the approval of the Dean, arrangements for re-scheduling or for a substitute must be made in advance of missing scheduled instruction. Instruction missed will be re-scheduled if possible with adequate notice to the students.
- (i) 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. This may include responsibilities for assisting in supervision of their course examinations and setting and grading supplemental examinations as required.
- (j) One month prior to the beginning of each term, each Dean will inform Members in the Dean's Faculty that preliminary course syllabi must be filed electronically with the Dean's office no later than two weeks prior to the start of a course. Members will be sent confirmation of receipt of course syllabi. If there are any changes to the preliminary syllabi, final versions will be sent to the Dean electronically no later than two weeks after the first scheduled class.
- (k) Should a Member be unable to fulfill the Member's teaching responsibilities in whole or in part while a course is in progress, any replacement Member has the right to consult and use the course syllabus that the Member filed in the Dean's office.
- (l) Members will inform the students of the times when and/or the methods by which they will be available for consultation. This information will be included in the course syllabus.

23.5 Learned Societies and Professional Organizations and Associations

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 participation conflicts with scheduled teaching or administrative duties, Members will make arrangements, in consultation with the Dean and, where appropriate, the Chair, to ensure that those duties are fulfilled.

23.6 Outside Professional Activities of Full-time Members

- (a) Recognizing that Members are part of a wider community and have responsibilities to this community, in addition to their specific University obligations, to enhance the reputation of Nipissing University, and to help keep Members in touch with practice in their fields and enhance the quality

of the performance of their primary functions, the parties agree that while Members are committed to full-time employment with the University, unless otherwise provided for by this Agreement, they may engage in paid or unpaid outside professional activities, provided that such activities are not substantial. Such activities are considered substantial if they conflict or interfere with the fulfillment of the Member's obligations to the University.

- (b) Members will be responsible for obtaining the Dean's permission prior to engaging in any proposed outside professional activities or employment which are, or could become, substantial. In such cases, 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.
- (c) Outside professional activities which involve a significant use of University supplies, equipment, facilities, employees or services will be subject to approval by the Dean. 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 Dean agrees to waive all or part of such charges.
- (d) Members will not use the corporate name and/or logo of the University when engaging in outside professional activities, unless so authorized by the Board, the President or designate. However, when engaging in such activities, Members may identify their University or academic unit affiliation, their rank and title, and the nature of their employment.
- (e) The Employer assumes no liability for any action brought against a Member as a result of outside professional activities.

23.7 Types of Appointments

- (a) Full-time Instructors:
 - i) Laboratory Instructor
 - ii) Special Course Instructor
- (b) Permanent appointments can be made for ten (10) or twelve (12) months per year and are entitled to both benefits and pension per Article 32 and 33.
- (c) With the agreement of the Member, the number of months for a Full-time Instructor appointment may be increased in any year.
- (d) Non-permanent replacement contract appointments can be made for five (5), ten (10), or twelve (12) months to replace a Permanent Full-time Instructor who is on leave and are not entitled to benefits or pension.

23.8 Hiring Provisions

All initial appointments for permanent Full-time Instructors will be probationary. The appointment will be followed by an initial performance review using the Performance Review Form in Appendix H. The Review Committee will designate one of the following:

- (a) Satisfactory – the Member may be granted a continuing appointment;
- (b) Probationary – the Member may be granted a second probationary appointment of the same duration with explicit instructions for improvements as needed; or
- (c) Unsatisfactory – the employment of the Member will be terminated.

23.9 Performance Review of a Full-time Instructor on a Probationary Appointment

- (a) In the case of the review of an initial appointment, the outcome will be one of the designations in Article 23.8.
- (b) In consultation with the Chair/Director, the Dean will annually assess the Member based on their demonstration of successful teaching and professionalism.
- (c) The first year of any permanent appointment is probationary. Not less than thirty (30) days prior to the end of the probationary appointment, the Full-time Instructor will receive in writing the decision of the Dean. The Dean will designate the Full-time Instructor's performance as Satisfactory and therefore the appointment will become permanent, or Probationary and therefore the appointment may continue as a probationary appointment, or Unsatisfactory and therefore the appointment will not continue.
 - i) In the case of a Satisfactory designation, if the position is still required, the Full-time Instructor will be offered a permanent appointment of ten (10) or twelve (12) months per year.
 - ii) In the case of a Probationary designation, if the position is still required, the Full-time Instructor will be offered a probationary contract extension of the same duration as the initial contract. The Full-time Instructor will receive, in writing, the aspects of their performance that need to be improved. These aspects will be considered during the next Formal Performance Review that will occur within sixty (60) calendar days of the end of the extension. An extension can only occur once.
 - iii) In the case of an Unsatisfactory designation, the Full-time Instructor will not be offered a contract renewal.

- (d) Once the Performance Review of the Member on a probationary appointment has taken place, the Dean will make a recommendation to the Provost whether or not to grant a probationary contract extension or a permanent appointment.
- (e) An Unsatisfactory designation can be appealed to the Provost within fifteen (15) calendar days of the Member receiving the letter denying a second contract. The Provost will respond to the appeal within fifteen (15) calendar days of the date of the appeal having been submitted.
- (g) The Dean will submit the recommendation utilizing the Full-time Instructor Performance Review Form (Appendix H).

23.10 Letters of Appointment for Full-time Instructors

A copy of each letter of appointment will be forwarded to the President of the Association by the office of the Provost. The letter of appointment will contain the following items and specifics regarding the terms of employment:

- (a) type of appointment;
- (b) department(s), school(s), programs(s) or unit(s) in which the appointment is made;
- (c) date on which the appointment commences;
- (d) duration of the appointment, where applicable;
- (e) assigned teaching load per this Article;
- (f) step on the Full-time Instructor salary scale;
- (g) annual vacation entitlement, if applicable;
- (h) annual professional expenses reimbursement (PER) allowance pursuant to Article 35;
- (i) a statement that identifies any requirement to maintain professional designations and licenses where such professional designations and licenses are bona fide requirements of the position or of program accreditation; and
- (j) a statement that the appointment is subject to the terms of this Collective Agreement.

23.11 Instructor Rank

All appointments under this Article will be made at the rank of Instructor.

23.12 Salary Grid Placement of a New Full-time Instructor

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

23.13 Annual Teaching Dossier

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

23.14 Academic Workload: Full-time Instructors

- (a)** Normally no later than one (1) month prior to each term, the workload of the Full-time Instructor will be assigned by the Dean or designate after consultation with the Instructor and the Member's Chair or Director. The assignment of workload must take into account the differing pedagogical practices across the disciplines, and no Member will be assigned to teach courses outside the Member's discipline.
- (b)** Full-time Instructors will have access to annual vacation per Article 36.
- (c)** Workload is thirty-five (35) hours per week as described in this Article.
 - i)** For appointments of ten (10) months per year, up to thirty (30) hours of classroom instruction over two out of three terms (Fall, Winter, Spring-Summer).
 - ii)** For appointments of twelve (12) months per year, up to thirty-six (36) hours of classroom instruction over three out of three terms (Fall, Winter, Spring-Summer).
 - iii)** The specific combination of scheduled teaching hours and teaching-related duties will be determined by the Dean in consultation with the Instructor and the Member's Chair or Director.
- (d)** Overload will be limited to six instructional hours per week over a ten (10) month or a twelve (12) month appointment. A Full-time Instructor will not be discriminated against by the Employer if the Full-time Instructor prefers not to teach more than the normal number of teaching hours per week as outlined in Article 23.14.
- (e)** A Full-time Instructor's workload may include labs and courses taught in more than one Faculty with the permission of the relevant Deans, after consultation with the Instructor and the Instructor's home Department or school.
- (f)** All reasonable efforts will be made to balance teaching workload hours.
- (g)** 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. A Member who believes that the Member's assigned teaching load is excessive in relation to other Members' teaching load has the right to have the Provost review the affected Member's workload. The Provost will provide the Member with a written response.

- (h) In the event that an assigned course or laboratory to which an Instructor has been assigned is cancelled, the Dean will meet with the Full-time Instructor to discuss options to make up the cancelled workload. All reasonable efforts will be made to replace the assigned workload within the Instructor's home department or school and during the same semester as the cancelled workload.
- (i) The Dean has discretion to assign Full-time Instructors one three (3) credit course in each term of their appointment (courses not listed in Appendix F) in their workload.
- (j) The per term instructional workload for a replacement contract appointment of either five (5) months or ten (10) months, hired to replace a Full-time Instructor, will be the same as the Full-time Instructor being replaced.

23.15 Duties of Full-time Laboratory Instructors

The duties of Full-time Laboratory Instructors will include some or all of the following duties to a maximum of thirty-five (35) hours per week. Duties include:

- (a) in class laboratory, instruction as scheduled by the Registrar's Office;
- (b) ensuring that correct and safe laboratory procedures are followed by students in the laboratory, pursuant to the Occupational Health and Safety Act, including the proper use of safety glasses, lab coats, and any other appropriate personal protective equipment, when required;
- (c) developing curriculum, such as lab manuals and/or handouts, new laboratory experiments and procedures;
- (d) maintaining a record of students' lab marks and attendance in the labs when required;
- (e) upkeep of the laboratory's order and neatness;
- (f) meeting with students outside of the official classroom time during office hours;
- (g) grading in the assigned course or lab;
- (h) mentoring and pedagogically supporting graduate student laboratory teaching assistants during laboratory sessions that are part of the Laboratory Instructor's workload in programs that are related in discipline. Terms and conditions of graduate student laboratory teaching assistants are coordinated by the School of Graduate Studies and Research based on the terms and conditions for graduate student teaching assistanceships;
- (i) orienting probationary Laboratory Instructors regarding laboratory programs; and

- (j) other instruction-related duties as assigned by the Dean.

23.16 Duties of Full-time Special Course Instructors

The duties of Full-time Special Course Instructors will include some or all of the following duties to a maximum of thirty-five (35) hours per week. Duties include:

- (a) in class course instruction as scheduled by the Registrar's Office;
- (b) meeting with students outside of the official classroom time during office hours;
- (c) grading in the assigned course and
- (d) other instruction-related duties as assigned by the Dean.

23.17 Financial Compensation of Full-time Instructors

- (a) Financial compensation for Full-time Instructors is outlined in Article 30.
- (b) Benefits and pension for permanent Full-time Instructors are outlined in Article 32 and 33.
- (c) Overload payments for Full-time Instructors are outlined in Article 30.
- (d) Permanent Full-time Instructors are eligible for annual professional expenses reimbursement per Article 35.

23.18 Payment of Overload for Full-time Instructors

Payments for overload will be evenly spread over the term within which the overload is taught

23.19 Office Space and E-mail

- (a) The Employer will provide, to the best of its ability, an office for each Full-time Instructor.
- (b) Upon hiring, a Full-time Instructor will be provided with a serviceable computer.
- (c) The Employer will provide an e-mail account for each Member which Members are expected to use for all their University communications and instruction. Members will be provided with thirty (30) days notification prior to the termination of their e-mail account by Technology Services.

23.20 Department and Faculty Meetings

As members of an Academic unit, Members have the right to be informed of, and to attend and vote at all meetings of their Academic unit. Members will be notified no later than seventy-two (72) hours prior to the meeting.

23.21 Lay-off of Permanent Full-time Instructors

- (a) Changes in enrolment patterns and/or pedagogical approach may preclude the need for a full-time position. When a reduction of a position becomes necessary, such reduction will be handled in as fair and equitable a manner as possible.
- (b) Once a position has been identified for lay-off, the Provost and/or designate shall notify the Association President as far in advance as possible, but in any event at least one (1) month prior to any notice of lay-off being issued. The notification to the Association will outline the reasons for the lay-off. The Provost, and/or designate, will give the Association President the opportunity to present the Association President's views and input.
- (c) In identifying the Member to be laid off, the Provost and/or designate shall consider the years of service and core competencies of Members in the academic unit where the lay-off will take place. The Employer will provide the affected Member with written notice of lay-off of no less than five (5) months. This notice will clearly indicate the reasons for the lay-off.
- (d) The Employer may provide the affected Member with a contract for an alternate existing position, maintaining current salary, benefits and years of service. At the discretion of the Dean, the Member may be subject to a Formal Performance Review as outlined in this Article.

23.22 Fraudulent or Misleading Information

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

23.23 Full-time Instructors on the Board of Governors

Any Full-time Instructor who is a Senator has the right to be elected by Senate to sit on the Board of Governors as a faculty representative

23.24 Current Full-time Instructors Grand-parenting

- (a) All CASBU Full-time Instructors on continuing contracts as of April 30, 2019, will be brought into this FASBU Collective Agreement as Permanent Full-time Instructors as of May 1, 2019.
- (b) All CASBU Full-time Instructors on contracts replacing Permanent Full-time Instructors on leave as of or after May 1, 2019, will be brought into this FASBU Collective Agreement as non-permanent Full-time Instructors as of their date of hire.
- (c) All CASBU Full-time Instructors on probationary contracts as of or after May 1, 2019, will be brought into this FASBU Collective Agreement as Probationary Full-time Instructors as of their date of hire.

ARTICLE 24: CROSS-APPOINTMENT OF FACULTY

- 24.1** Where sound academic reasons exist, a Member may be cross-appointed in two departments or schools, either within the same Faculty or in two Faculties.
- 24.2** 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.
- 24.3** 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.
- 24.4** 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.
- 24.5** 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.
- 24.6 (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 25.

ARTICLE 25: MEMBER TRANSFERS

- 25.1** An individual Member from one academic unit may request to be transferred, in whole or in part, to another academic unit to which the Member is qualified, by written application to the Provost.
- 25.2** 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.

- 25.3** 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.
- 25.4** 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.
- 25.5** Members who transfer will suffer no loss in rank, salary, benefits or seniority.

ARTICLE 26: TENURE AND PROMOTION

Preamble:

Tenure-track Members hired prior to July 1, 2019, and who are in the last two years of their probationary appointment (or extension to their probationary appointment) will be granted upon request, a three-year extension of their appointment in order to meet the expectations of the Tenure and Promotion process per Article 26. The Member must submit the request in writing to the Dean by May 31 of their penultimate year of their probationary appointment or extension to their probationary appointment. (Diagram 1: "Tenure Track Pathway" at the end of this Article.)

Tenure-track Members who applied for tenure and/or promotion in 2019 will be processed using the 2015-2019 Collective Agreement.

Members who currently are tenured at the Assistant or Associate Professor rank, may seek promotion to the next rank per Article 26.3.

Decisions related to tenure and promotion will be made through the Tenure and Promotion Committee (TPC) which consolidates the former Tenure and Promotion – Faculty (TPF), and Tenure and Promotion – University (TPU) committees.

26.1 Definitions

- (a) Tenure: This refers to a permanent appointment which may be terminated only through resignation (Article 37.1), retirement (Article 37.2), dismissal for cause (Articles 41.3[d] and 41.8[d]), financial exigency (Article 44) or program redundancy (Article 45).
- (b) Tenure-track Appointment: This designates an appointment that is probationary and whose duration is normally no more or less than six (6) years.
- (c) 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.
- (d) Candidate: This refers to the Member who is applying for tenure and/or promotion.
- (e) Dossier: This refers to the material described in Article 26.15.

- (f) File: This refers to the dossier described in Article 26.15 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.
- (g) Committees: This refers to the Tenure and Promotion Committee (TPC), and the University Review Appeal Committee (URAC).
- (h) Year: This refers to the academic year from July 1 to June 30.
- (i) 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.

26.2 Pathway to Tenure

During the tenure-track period, the University and the Member are afforded an opportunity for mutual appraisal. The Employer and the Association recognize the essential role of mentorship and regular feedback to the successful integration of the Member into the university community and performance in a tenure-track appointment.

(a) Tenure-Track Appointment

- i) Normally, Members will apply for tenure in the penultimate year of the tenure-track appointment.
- ii) Members in the penultimate 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 of the penultimate year of a tenure-track appointment, the Dean will send written notification to Members that during the following academic year they will be automatically considered for tenure. Members must follow the submission deadlines in this Article.
- iii) Members may withdraw their applications for tenure at any time by sending written notification to the Member’s Dean. However, should a Member do this, the Member’s employment at the University will cease at the end of the tenure-track appointment.
- iv) Notwithstanding 26.2 (a) (i) and (ii), Members are eligible to apply for early tenure and promotion in the third year of a tenure-track appointment or any year thereafter until their penultimate year. Members may only apply for early tenure once.
- v) If a Member who applies for early tenure receives a deferral of the decision on tenure, or sends written notice to the Dean to withdraw the application after June 10, the Member will next be considered for tenure in the final year of the Member’s tenure-track appointment per Article 26.2(a) (i) and (ii). An application withdrawn on or before June 10 will not count as an application for early tenure.

- vi)** Notwithstanding 26.2(a) (i) and (ii), a Member on a tenure-track appointment may apply to the Member's Dean by May 31 of the penultimate year of the tenure-track appointment for an extension of no more than two years. An extension will not be unreasonably denied. Unless the circumstances are exceptional, a Member on a tenure-track appointment will not be granted an extension more than once.

- vii)** In the first year of a tenure-track appointment:

 1. Within the first two (2) months of the first year, the Member will have an orientation meeting with the Chair or Director of the Member's academic unit. The purpose of this meeting is to discuss the rights and responsibilities of the Member per Article 18, provide guidance to the Member of the expectations in the areas of teaching; research, scholarly work and creative activities; and service. The Chair or Director will provide information on the support structures and services available to the Member.
 2. Within the first six (6) months of the appointment, the Member will have a mentorship meeting with the Member's Dean. The purpose of this meeting is to discuss the rights and responsibilities of the Member per Article 18, provide guidance to the Member of the expectations in the areas of teaching; research, scholarly work and creative activities; and service. The Dean will explain the tenure and promotion timelines as well as the procedures for tenure and promotion to the Member. The Dean will also explain the role the Dean will have in mentoring and providing formative feedback as the Member progresses through the tenure and promotion pathway. The Dean will encourage the Member to start collating all relevant documentation for the dossier, as provided for in Article 26.15.
 3. Within the first year, the Member will have a mentorship meeting with the Provost. The purpose of this meeting is to discuss the rights and responsibilities of the Member per Article 18, provide guidance to the Member of the expectations in the areas of teaching; research, scholarly work and creative activities; and service. The Provost will explain the tenure and promotion timelines and the procedures for tenure and promotion to the Member. The Provost will also explain the Provost's role in mentoring and providing feedback as the Member progresses through the tenure and promotion pathway. The Provost will encourage the Member to start collating all relevant documentation for the dossier, as provided for in Article 26.15. The Provost will explain the tenure and promotion committee structure and the evaluation criteria for tenure and promotion.
 4. By June 30 of the Member's first year of a tenure-track appointment, the Member will submit an Annual Report per Article 18.7. The Member may comment upon the mentorship received from the Dean, and Provost in the Annual Report per Article 18.7.

viii) In years two to five of a tenure-track appointment:

1. Between February 1 and February 28, the Deans will inform Members of the time period in which they may submit a notice to apply for early tenure (that is, before the penultimate of a tenure-track appointment). An eligible Member may apply for early tenure by sending written notification to the Member's Dean between March 1 and March 31 as long as the Member will have completed at least three (3) years' service at the University on a tenure-track appointment by June 30. 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.
2. After the completion of the first year and before the beginning of the fifth year of the tenure-track appointment, the Member may make a progress presentation to the Member's academic unit as a way of receiving formative feedback about the Member's teaching; research, scholarly and/or creative work; and service. If the Member chooses to make a progress presentation, the Member will notify the Chair or Director (normally one month prior to an anticipated presentation date) of the Member's intent to present to the academic unit. The Chair or Director will schedule a time and location in agreement with the Member, then notify all Members of the academic unit (including CASBU) of the date, time, and location of the progress presentation. The Member may choose to make more than one annual presentation in this period.
3. At the progress presentation, the Chair or Director will introduce the Member and explain that the purpose of the presentation is for the Member to receive formative feedback in the areas of teaching; research, scholarly work and creative activities; and service. The Chair or Director will instruct Members of the academic unit to provide written feedback to the Chair or Director within ten (10) days of the presentation.
4. The Chair or Director of the academic unit will prepare and submit to the Member a written summary of the unit's feedback within thirty (30) days of the presentation. The purpose of the summary is to provide the Member with formative feedback. The Chair or Director may include advice, if any, on how the Member may improve in the areas of teaching; research, scholarly work and creative activities; and service in order to strengthen the Member's case for tenure and/or promotion. The Member may, within thirty (30) days of receiving the written summary, provide a written response to the Chair or Director. This written summary of formative feedback is strictly for the benefit of the Member.
5. During the third, fourth, and/or fifth year of the tenure-track appointment, the Member may request (an) additional mentorship meeting(s) with the Dean. The purpose of mentorship meetings is to provide the Member in the tenure-track appointment with further

formative feedback on the Member's progress in the areas of teaching; research, scholarly work and creative activities; and service. If necessary, the Dean will provide advice on how the Member may improve in these areas. The Dean will provide the Member with a written summary of the assessment and advice within thirty (30) days of all mentorship meetings. This written summary of formative feedback is strictly for the benefit of the Member.

(b) Tenure-Track Appointment – Assistant Professor

For tenure-track Members hired at the rank of Assistant Professor, the process for application for tenure is outlined in Article 26.2(a). The criteria for tenure are in Article 26.17. Members who wish to simultaneously apply for promotion to Associate Professor may do so per Article 26.3. For the determination of promotion to Associate Professor, candidates must follow the criteria per Article 26.18. Applications for tenure and promotion to Associate Professor may submit one dossier per Article 26.15. The application for tenure will be considered separately from the application for promotion by the Tenure and Promotion Committee (TPC).

(c) Tenure-Track Appointment – Associate Professor

For tenure-track Members hired at the rank of Associate Professor, the process for application for tenure is outlined in Article 26.2(a). The criteria for tenure are in Article 26.17. Members who wish to simultaneously apply for promotion to Professor may do so per Article 26.3. For the determination of promotion to Professor, candidates must follow the criteria per Article 26.19. Applicants for tenure and promotion to Professor may submit one dossier per Article 26.15. The application for tenure will be considered separately from the application for promotion by the Tenure and Promotion Committee.

(d) Tenure-Track Appointment – Professor

For tenure-track Members hired at the rank of Professor, the process for application for tenure is outlined in Article 26.2(a). The criteria for tenure are in Article 26.17.

26.3 Pathway to Promotion

(a) Promotion to Associate Professor

Tenured Members at the rank of Assistant Professor are eligible to apply for promotion to Associate Professor in the same year they apply for tenure or in any year after attaining tenure. In the year the Member intends to apply for promotion, the Member will give written notification to the Dean by March 31 of the Member's intent to apply for promotion to Associate Professor. The criteria for promotion to Associate Professor are found in Article 26.18.

(b) Promotion to Professor

Tenured Members at the rank of Associate Professor are eligible to apply for promotion to Professor three (3) or more, years after attaining Associate Professor. In the year the Member intends to apply for promotion, the Member will give written notification to the Dean by March 31 of the Member's intent to apply for promotion to Professor. The criteria for promotion to Professor are found in Article 26.19.

26.4 Confidentiality in the Tenure and Promotion Process

Except in cases allowed for under the Collective Agreement, all aspects of the tenure and promotion review procedures and process are deemed confidential, including the deliberations of the TPC, URAC, and University Review Appeals Board (URAB), and any written documentation associated with the process and decisions, including but not limited to the candidates' dossiers (which the candidates may make public if they so choose), written recommendations from the Deans, written recommendations of the committee Chairs, and any written decisions of the Provost and the President. All those associated with the process and procedures (including but not limited to the members of the various review and appeal bodies; the Deans; President of the University and any officers of the University; the referees; the President, officers and observers of NUFA; members of the Board of Governors, and any other individuals who become aware of any details regarding the consideration of tenure and promotion) shall maintain strict confidentiality regarding the process, procedures, recommendations and decisions.

26.5 Decision-Making Process

(a) A candidate's application for tenure or promotion is considered in the following stages of deliberation by:

- i)** First, the Dean(s) who will prepare a report per Article 26.12, and submits their recommendation to the Provost with a copy to the Tenure and Promotion Committee (TPC)
- ii)** Second, the Tenure and Promotion Committee (TPC), which makes a recommendation to the Provost; and
- iii)** Third, the Provost who considers the recommendation of both the Dean(s) and TPC, reviews the file and the dossier, and makes a final decision on behalf of the President and 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)** Neither the recommendation of the Dean(s) nor of the TPC is appealable.
- ii)** The candidate may appeal a negative decision of the Provost to the University Review Appeals Committee (URAC). The URAC reviews the appeal and makes a recommendation to the President.

- iii) The candidate may, with the agreement of the Association, appeal a negative decision of the President, to the University Review Appeals Board (URAB) per Article 26.25, which will make a recommendation to the Board of Governors.

26.6 Tenure and Promotion Committee (TPC)

The role of the Tenure and Promotion Committee (TPC) is to consider all aspects of the candidate's application within the context of the information that is brought before the Committee in accordance with Article 26.13 Standards for Tenure and Promotion, Article 26.17, 26.18, and Article 26.19, as appropriate. The Committee's recommendation shall be in the form of a report submitted to the Provost.

- (a) The Tenure and Promotion Committee will have seven (7) members: the Dean of Research or the Dean of Teaching who will be Chair, and six (6) tenured Members at the rank of Associate Professor or Professor. The Chair will be appointed by the Provost. Each Faculty will elect three (3) Members for a total of six (6) Members.
- (b) The role of the Chair is to ensure that process is followed. The Chair will vote only in case of a tie. All other members of the TPC will have full voting rights.
- (c) The TPC will also have four tenured alternates at the rank of Associate Professor or Professor. They will be the Members who, in the elections to the TPC, finish in the runner-up positions, two from each Faculty. If a vacancy occurs, one of the alternates will be appointed to the TPC by the Chair. If there are not enough candidates in an election to produce the required number of alternates, eligible alternates may be appointed jointly by the Provost and the President of the Association.
- (d) A non-voting NUFA Observer will be appointed by the President of the Association to sit on the TPC. The Observer may not participate in any manner in the deliberations of the Committee but will have the right to communicate 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.
- (e) Quorum for the TPC is six (6) members. The Chair of the Committee must be in attendance and is counted towards the quorum. All Members of the TPC must be physically present in the room except when circumstances require accommodations under the Accessibility for Ontarians with Disabilities Act, and Ontario Human Rights Code.
- (f) The President of the Association will be informed by the Provost's Office of the membership of the TPC and in a timely manner of any subsequent membership changes that may be necessary.

26.7 University Review Appeals Committee (URAC)

- (a)** The URAC will be a standing committee comprised of three (3) 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 (2) 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 Provost to the URAC per Article 26.23.

26.8 Elections and Appointments to the TPC

(a) Term of Appointments

Members elected or appointed to the TPC will serve a two (2) year term of office beginning on July 1 (or after) and ending on June 30, with the terms staggered so as to elect only one-half of the faculty members in any one year.

(b) Nominations and Elections to TPC

- i)** The Office of the Provost will notify tenured Members at the rank of Associate Professor and Professor via e-mail that elections will be held for the TPC 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 and confirm that the nominated individuals are eligible. All advance nominations will be publicly announced by the Provost. At that time, the Provost will invite further nominations.
- ii)** In a Faculty where there are more nominees than positions, the Members of the TPC 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 TPC who represent their Faculty. The vote will be organized by the Provost and the ballots will be counted by two Members of the Association 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) Dates and Deadlines for Assembling the TPC

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

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

(d) Insufficient Numbers Elected

If a full complement of members were not elected to the TPC, 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.

(e) Committee Vacancies

If there is a vacancy on the TPC, and no alternate has been elected by the Faculty, an eligible Member will be jointly appointed by the Provost and the President of the Association from other faculty 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.

(f) Alternates

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. Otherwise, alternates will not participate in the deliberations or decision-making of the Committee.

(g) Ineligibility

- i)** Members must not serve on the TPC (including as alternates), or the URAC in any year in which they have applied for tenure or promotion.
- ii)** Members must not serve on the TPC (including as alternates), or the URAC in any year in which they are planning to take a sabbatical (Article 29) or a leave/authorized absence (Article 36). 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 on only one of the following: the URAC or the TPC (including as an alternate).
- iv)** No Member who has served two (2) consecutive terms on the TPC is eligible to serve again for a two (2) year period.
- v)** The President of the Association, the Association's Grievance Officers, and the NUFA Observer on the TPC must not sit as members or alternates on any TPC or the URAC.
- vi)** For any individual application, if any of the members of the TPC or URAC, the Provost, or the President of the University, have a close personal relationship with the candidate, that individual must not take a part in the candidate's evaluation.

(h) Training

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

26.9 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)** 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 the discipline.
- (c)** In order to apply for promotion a Member must hold a tenure-track or tenured appointment.
- (d)** 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, the candidate's 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.

- (e) For the purposes of assessing eligibility to apply for tenure, sabbatical leaves will be counted as regular periods of employment.
- (f) 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 the Member's Dean between March 1 and March 31, as long as the Member will have completed at least three years' service at the University on a tenure-track appointment by the June 30 date. A Member who chooses to be considered for early tenure will not be required to demonstrate qualifications beyond those considered appropriate for tenure nor will evaluators lower standards in order to accommodate such a candidate.
- (g) 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.

26.10 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 |
| May 31 | Members in the penultimate year of a tenure-track appointment may apply to their 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 the membership list of the TPC |
| 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 15 | Deans provide the Association with a formal list of all candidates being evaluated for tenure and/or promotion |

- June 30 Candidates submit an electronic copy of their dossier to the office of the relevant Dean; the Dean sends dossiers to external referees
- July 15 Candidates may indicate conflicts of interest with members and/or Chairs of the TPC or URAC and members and/or Chairs of the TPC or URAC may indicate conflicts of interest with candidates, per Article 26.22
- September 1 Referees submit letters of reference
- September 10 Deans send written recommendations to the Provost with a copy to the Chair of TPC and to candidates, and give candidates' unattributed copies of external letters of reference
- September 15 Candidates send to Chair of the TPC responses to Deans' recommendations and submit to Deans responses to external letters of reference

- (b)** For applications, the Association and the Employer 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.

26.11 External Letters of Reference

The letters of reference from external peers constitute a very important source of quality assessment for TPC members, but they do not constitute either recommendations or decisions on tenure or promotion. The letters of reference shall be used by the TPC to assist in determining the quality and appropriateness of the research and scholarly activity of the candidate, the quality and appropriateness of the professional activity of the candidate (where appropriate to the discipline), and for applications for promotion to Professor, the international or national standing of the candidate as a scholar.

- (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 their 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 tenure and/or promotion to Associate Professor, reference letters from three (3) external referees are required. By March 31 candidates will submit to their 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) For tenure and promotion to Professor, or for promotion to Professor, reference letters from three (3) external referees are required. By March 31 candidates will submit to their 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.
- (e) 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.
- (f) 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.
- (g) The candidate must not contact any potential referees on the candidate's list. The candidate will write and sign a statement describing the nature of the relationship and any interactions the candidate has had with the individuals proposed as referees, explaining how and why they are all arm's-length. The statement will be included in the candidate's file.

- (h)** 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 Internet.
- (i)** 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.
- (j)** The Dean will solicit letters from any three (3) of the nominated referees from the list of six (6) using the sample letters in Appendix J-1. 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.
- (k)** 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.
- (l)** 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 (Appendix J-3), and if a referee's evaluation has not been received by the deadline, the Dean will write to the referee (Appendix J-4). 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.
- (m)** If only two reference letters have been received by the first meeting of a TPC, the candidate's application will proceed. If the third referee's letter arrives after the first meeting of a TPC and the timing enables the TPC 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 TPC 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.

26.12 Report of the Dean

The report of the Dean shall be submitted to the Member, and Provost with a copy to TPC. The report will comment on each of the criteria for tenure and promotion as appropriate to each candidate. The Dean's report will assess the overall quality of the candidate for tenure and/or promotion. In the case of promotion to Professor, the Dean will comment specifically on external reference letters and on the international and/or national standing of the candidate in the appropriate discipline(s), or field of study. The Dean's report will include a recommendation on tenure and/or promotion as appropriate.

26.13 Standards for Tenure and Promotion

(a) Teaching Effectiveness

Nipissing University prides itself on being a student-centred university where effective teaching is a highly valued institutional priority. Good teaching is expected of all faculty members and the evaluation of teaching will form an essential component of tenure and promotion considerations. University teaching requires more than classroom performance. Candidates will be expected to demonstrate mastery of their subject area(s) or discipline(s), to make thorough preparation for their classes, to communicate effectively with their students, to show a willingness to respond to students' questions and concerns, and to exhibit fairness in evaluating students.

As stated below under the Scholarship of Teaching, teaching is a dynamic endeavour involving all the analogies, metaphors, and images that build bridges between the teacher's understanding and the student's learning. Pedagogical procedures must be carefully planned, continuously examined, and relate directly to the subject taught. Good teachers stimulate active, not passive, learning and encourage students to be critical, creative thinkers, with the capacity to go on learning long after their university days at Nipissing are over.

Members who have interdisciplinary appointments and who teach in more than one department or program must be evaluated on all of their teaching assignments, and not just within their primary department's discipline and programs.

Both before and after tenure is awarded, Members are expected to remain committed to improving/enhancing their teaching performance and to remedy problems identified with their teaching. As faculty progress through the ranks, they will be expected to extend their knowledge of their field(s) or discipline(s) with regard to course content, currency of the material presented, and new teaching methods.

(b) Research and Scholarship

A hallmark of a university education is that students are taught by active and successful scholars and researchers. At Nipissing University, research and scholarly activity are expected of all members of faculty. In order to evaluate faculty within the context of a “teacher-scholar” model, Nipissing University embraces the Boyer¹ model of scholarship as the basis for assessing faculty members for tenure and promotion².

All Members are expected to have developed an academic field of specialization and/or an area of focus and will demonstrate knowledge of the field of specialization and its relation to their discipline or disciplines. Evidence to be used to evaluate performance in this category will primarily focus on the breadth of the candidate's published work and its relationship to the discipline and/or professional field. Evidence used to evaluate the candidate's knowledge of the discipline and/or professional field will include a written statement by the candidate outlining the candidate's research program and its relationship to the discipline.

Candidates for tenure or promotion will engage in scholarly work appropriate to the profession or discipline with the fundamental expectation that the results of scholarly work will be shared with other members of the profession, and the academic community, and other appropriate outlets.

Typically, a candidate's dossier will include a mix of peer-reviewed research and other works, and the evaluators must determine whether the total package of research and scholarly productivity meets the requirements for tenure and/or promotion.

Work achieved prior to employment at Nipissing University shall be included and valued in the assessment, however all candidates will be expected to demonstrate that they have continued to be active and productive in research and scholarship since the date of appointment at Nipissing.

Evaluation of scholarly work for tenure and promotion at all ranks will address the quality and significance of the work through written references provided by external peers.

Where appropriate, candidates for tenure or promotion should have demonstrated their willingness to apply for external research funding to support their program of research. For those disciplines where significant resources are required to conduct and sustain an appropriate level of productive research, success in securing adequate external funding is a significant factor in determining success in research and scholarship.

¹ Boyer, E. L. *Op. cit.*

² The standards presented in this section draw heavily upon The Canadian Association of Schools for Nursing Position Statement on Scholarship in Nursing (2004, revised 2006).

Where the inability to secure external funds adversely impacts upon the faculty member's ability to conduct research successfully, it may be considered a factor in the assessment.

Definition of Scholarship

Scholarship encompasses a full range of intellectual and creative activities that may include the generation, validation, synthesis, and/or application of knowledge to advance research and teaching practice within an appropriate discipline, disciplines, and/or field of expertise. For the purposes of evaluation for tenure and promotion at Nipissing University, there are five defined areas of scholarship:

1. Scholarship of Discovery: investigative inquiry that builds a distinctive body of knowledge within the discipline and/or field of study;
2. Scholarship of Integration: analytical inquiry that develops new insights and understanding as a result of bringing together and synthesizing knowledge and information from a wide variety of sources;
3. Scholarship of Application: inquiry that advances knowledge through engagement with the application of knowledge and expert practice;
4. Scholarship of Teaching: inquiry that supports the pedagogy of the discipline and the transfer of knowledge to learners;
5. Scholarship of Professional Practice: inquiry that reflects the important scholarly work that faculty in professional programs undertake as being part of a practicing profession.

While the emphasis on one or more of the dimensions of scholarship (discovery, teaching, application, integration, and professional practice) may vary from one discipline or field of study to another, the pursuit of excellence does not.

1. Scholarship of Discovery

The scholarship of discovery is defined as a process of creating new and unique knowledge or creative works specific to the discipline, disciplines or field of expertise. Historically, this represents the most traditional form of scholarship and includes knowledge gained through theoretical, basic and applied research. The scholarship of discovery takes the form of systematic investigation using a range of quantitative and/or qualitative approaches, the results of which create new knowledge or creativity, either by advancing knowledge or creativity into an entirely new area or by adding new understanding to something that is already known.

The scholarship of discovery is central to the work of higher learning and is at the very heart of academic life. As such, all faculty members at Nipissing are expected to be or to have been engaged in discovery research to some level of recognized achievement. It must be noted that discovery research can occur within the scholarship of integration, and application, teaching, and professional practice. The key factor is whether or not new knowledge and understanding is generated and whether or not that new knowledge is recognized as significantly contributing to and advancing the discipline and/or disciplines involved.

Evidence of the Scholarship of Discovery

Documented evidence of the Scholarship of Discovery includes but is not limited to the following:

- Peer reviewed publications of research based, philosophical, or theoretical manuscripts;
- Peer reviewed presentation of papers at scientific and scholarly conferences;
- Peer reviewed exhibitions, catalogues or performances for those in disciplines where creative and artistic work is the primary focus;
- Peer reviewed grant awards in support of research related projects;
- Provincial, regional, national, or international recognition for expertise as a researcher (including awards, honours, etc.).

2. Scholarship of Integration

The scholarship of integration is defined as the generation of new knowledge and perspectives from the purposeful examination of original work in a discipline and/or disciplines. Synthesizing findings and discovering patterns and connections across disciplines creates an integration of knowledge and brings new meanings to original work. Closely related to discovery scholarship (and may include discovery research within it), the scholarship of integration is a serious, disciplined work that seeks to interpret, draw together, and bring new insight to bear on original research. Integration research may also be discovery research where the scholarship produces new knowledge that is recognized by peer review as significantly contributing to and advancing the discipline and/or disciplines involved.

Evidence of the Scholarship of Integration

Documented evidence of the scholarship of integration includes but is not limited to the following:

- Publication of a book that synthesizes different academic and/or professional perspectives on an issue;
- Peer reviewed publications designed to influence approaches, opinion, policy and/or legislation on an academic, educational, societal or professional issue;
- Development and dissemination of a new interdisciplinary program to meet an educational and/or societal demand;
- Development and dissemination of an evaluation tool based on a review of the literature and consultations with experts in other disciplines;
- Preparation of educational materials that are used by other programs.

3. Scholarship of Application

The scholarship of application is defined as the reflective investigation of the dynamic interaction between theory and practice. From this investigation new understandings are developed through both the exploration of how peer reviewed concepts, principles, research findings and theories are applied in practice, and the exploration of how they are explored in relation to peer reviewed concepts, principles, research findings and theories. In professional programs, the maintenance of practice competency of faculty and the advancement of practice knowledge in the discipline or field of study are critical components of the scholarship of application. This form of scholarship asks questions such as “How can this knowledge be helpful to society?”, and “How can this problem be solved given our current knowledge?”

Application research can result in discovery research, where the answer to the question results in a line of inquiry that pursues new knowledge in order to fill a gap in current knowledge. A significant amount of medical discovery research, for example, is generated as a result of seeking solutions to a problem (such as a cure for a disease) that then leads to the recognition of the need for new knowledge.

Evidence of the Scholarship of Application

Documented evidence of the scholarship of application may include but is not limited to the following:

- Peer reviewed grant awards in support of professional initiatives or applications of research to societal issues;
- Peer-reviewed presentations related to the application of research to address issues of concern to society;
- Peer-reviewed publications in journals of applied research;
- Synthesis of literature related to a particular societal problem;
- Evaluative Reports of professional demonstration projects including recommendations for future implementation;
- Publication of policy papers related to societal issues or professional issues impacting society and with peer review and dissemination.

4. Scholarship of Teaching

The scholarship of teaching is defined as the conveyance of the science and art of a discipline, disciplines, or field of studies from the expert to the novice. The scholarship of teaching does not refer to the primary research and scholarship of faculty whose primary discipline is Education. They are engaged in discovery, integration, and application research in the field of Education, and are assessed as such under the tenure and promotion process. However, regardless of their discipline or disciplines, all university faculty are teachers (i.e. professors) and the scholarship of teaching refers to scholarly activity related to that aspect of a faculty member's professional work.

Teaching is a dynamic endeavour involving all the analogies, metaphors, and images that build bridges between the teacher's understanding and the student's learning. This dimension involves an approach in which teachers read widely and are intellectually engaged while individualizing learning, adapting to different learning styles, integrating evidence-informed practice and understanding how knowledge is acquired and constructed. Teachers and students join together on a journey of inquiry and develop relationships that facilitate student learning. Further, good teaching means that faculty, as scholars, are learners too.

Although closely related to the evaluation of faculty as teachers for the purposes of tenure and promotion, the scholarship of teaching contributes to the work and productivity of faculty as scholars. As all faculty are engaged in the profession of teaching, they are in a position to contribute to the advancement of knowledge and practice in the area of university teaching.

Regardless of discipline or field of expertise, faculty members have the capacity to be scholars in teaching.

A common example of the scholarship of teaching for university faculty is the writing and publication of a textbook designed for teaching a course in a particular discipline or field of study. This type of publication is distinct from a book on a particular subject that might be used as a text in a course on that subject area (which would be considered integration research, or perhaps even discovery research). Another example would be the development of curricula that become adopted as standard or recognized curricula for teaching a particular subject.

Evidence of the Scholarship of Teaching

Documented evidence of the scholarship of teaching may include but is not limited to the following:

- Peer reviewed presentations and/or publications regarding teaching and learning;
- Peer reviewed grant awards for teaching and learning support;
- Publication of a course textbook;
- Invited presentations outside the university;
- Creation and dissemination of innovative modes of teaching and learning;
- Invitations as an external program evaluator.

5. Scholarship of Professional Practice

In certain disciplines and fields of study, professional practice and contributions to a profession beyond the University may constitute a required or major part of work duties, and may involve a significant and continuing commitment of time. In such cases, research and scholarly work are closely linked to professional practice.

Professional practice means mastery of the professional skills associated with the discipline or profession, and their effective use in a discipline-appropriate practice setting. Research and scholarly work is creative, intellectual work associated with professional practice which is in the public realm (i.e. the Scholarship of Application). In the case of professional practice, peers may include recognized professional practitioners in the field as well as those in academic or research-based professions.

In such disciplines and fields of study, both the professional practice and the research and scholarly work components of this category of assessment will be taken into account in the overall evaluation of the candidate's performance. The evaluation should reflect the balance between the practice of professional skills and the research and scholarly work in which the candidate is engaged.

Professional Practice Defined

Below are two examples of Professional Practice (e.g. applied and professional programs), provided for illustrative purposes.

- *Clinical Practice* applies to faculty members in one of the health science professions, and faculty members from other disciplines who engage in testing, diagnosis, remediation, coaching, counseling and similar activities.
- *Educational Practice* applies to faculty members engaged in a professional practice in educational program development and delivery, and/or in instructional design.

Evidence of the Scholarship of Professional Practice

Documented evidence of the scholarship of service may include but is not limited to the following:

- Descriptive reports or other documentation that outline the professional contributions and outcomes resulting from service activities;
- Professional consultation to external groups/organizations such as NGOs;
- Publications in peer reviewed professional literature;
- Peer reviewed presentations at professional conferences;
- Success in obtaining external funding;
- Effectiveness as a professional role model (for students and other trainees);
- Leadership in the discipline with respect to the profession.

(c) Service

This category describes the candidate's commitment to the academy and reflects "service" within and outside the university community. Members are expected to be actively engaged in the collegial decision-making processes, to participate in administrative work, and are encouraged to be involved in the activities of academic and professional organizations and, in some cases, in extension work. Members should use good judgment in balancing their activities in this category with those in other categories of assessment.

i) Administration

Members are expected to contribute effectively to the collegial decision-making processes within their department or school, Faculty and the university, and to carry their share of administrative work especially within their department or school. Aspects to be evaluated include the quality and impact of the candidate's contribution and the amount of time and/or effort involved. Where faculty engage in administrative duties as part of their formal duties (including work for compensation), this work will be recognized as contributing to the Service category for tenure and promotion.

ii) Extension

Extension work is defined as extending the University to the community through the provision of a service to the community outside of the University. Such extension work may include school visits, student recruitment activities, membership of provincial and/or national committees, providing university sponsored lectures, or teaching special courses or programs to the outside community. It is expected that such service will be sponsored or sanctioned by the Department and/or Faculty in which the faculty member resides.

ii) Public Service and Contributions to Academic and Professional Bodies

This describes the candidate's commitment to the broader university community and to the general public. These include:

a. Public Service

Public service is normally defined as the faculty member's provision of expertise to the outside community and will be accorded recognition insofar as the activities entail application of expertise associated with the candidate's position in the university.

b. Service to Academic, Professional or Scientific Organizations

To be recognized within this category, service to academic and/or professional organizations must go beyond membership in an organization and focus on active participation. Such activities might include: service on the committees or executives of academic or professional organizations; service on selection committees for provincial, national or international granting organizations; or service on the editorial board for academic, professional or scientific journals.

26.14 Required Degrees and Credentials for Tenure

In order to be eligible to be considered for tenure, an earned PhD (or equivalent Doctoral degree, such as a research thesis-based EdD or LLD) is the minimum terminal degree for faculty in all programs at Nipissing University with the exception of, but not limited to, faculty in the following programs. Wherever possible, exemption from the doctorate as a required credential will be noted within the letter of appointment of the faculty member or in a subsequent letter of exemption signed by the Provost.

- (a) Fine and Performing Arts – A Master of Fine Arts (MFA) or equivalent is the terminal degree for faculty in the Fine and Performing Arts program, with the exception of Art History, where a PhD or equivalent is the normal required credential.
- (b) Indigenous (Native) Studies – While the Doctoral degree is the preferred credential, for faculty with appropriate professional/community experience and/or Indigenous knowledge a Master's degree is the minimum credential required for tenure in the Indigenous (Native) Studies program.
- (c) Criminal Justice - While the Doctoral degree is generally the required credential, candidates with a Master of Laws (LLM) or equivalent Master's degree may be exempted from the doctoral requirement for tenure in the field of law within the Criminal Justice program.
- (d) Nursing – A Doctoral degree is the required credential; however, Members in the School of Nursing hired prior to July 1, 2019 will be grand-fathered, unless their letter of appointment states otherwise.
- (e) Business - While the Doctoral degree is the preferred credential, candidates with significant professional experience, an appropriate Master's degree, and an additional professional qualification (such as a CPA) may be exempted from the Doctoral degree requirement for tenure in the fields of accounting, finance, and law within the Business program.

26.15 The Dossier

- (a) Members applying for tenure and/or promotion must prepare a dossier that will be reviewed by evaluators. Members applying for tenure and promotion need to prepare only one dossier. The dossier must be submitted electronically. Books, creative works and other additional materials may be submitted in other formats. The dossier must begin with a cover page and a comprehensive table of contents, listing every individual document contained in, and appended to, 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 linked to the table of contents.
- (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 outline how the candidate's achievements have met expectations for each of the categories of evaluation: teaching; research, scholarly and/or creative activities; and service. The candidate may reference annual reports, annual report responses, formative feedback on progress presentations, etc., as appropriate. The title of the statement should reflect the candidate's application (e.g. Statement of the Case for Promotion to Professor). The candidate will provide an assessment of the candidate's 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's Statement of Case will:

- i) summarize 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 or school context within which the candidate 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 past research, scholarly and/or creative achievements; the projects currently in progress; and the projects the candidate plans 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 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 the Nipissing CV format (template found in Appendix I) or a format recognized by the Office of Research. This will include teaching and related activities; 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.

Student Opinion Surveys may be included at the discretion of the candidate. These will be conducted by Nipissing University in accordance with the procedures approved by Senate, and completed by students. 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 normally provide a record of teaching with accompanying documents for 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 (xiv) below:

- iv)** a concise, organized summary of the results 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: Service);
- 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; assessment of teaching performance may be based on a series of evaluations of a candidate's teaching performance and teaching materials over a period of time. The assessment may involve formative evaluations through self-evaluation, professional advice, and student evaluation, and may include class visits;
- 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;
- xii)** examples of teaching using traditional/Indigenous knowledge and/or learning practices;
- xiii)** evidence of undergraduate research supervision; or
- xiv)** 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 the candidate's contribution to works produced in cooperation with others.

The candidate will also include a comprehensive collection of the candidate's 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 (xxvi) 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. It should be noted that the assessment of the following items must be done in a holistic manner, taking into account the wide variety of academic disciplines, approaches, scholarship, and knowledge mobilization. Research, scholarly and/or creative activities include the following:

- 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) research/scholarly/creative activities using traditional/ Indigenous knowledge, ontologies, epistemologies, and the practical applications or knowledge mobilization of research/ scholarly/creative activities generally, or specifically through engagement with Indigenous communities;
- xi) 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;

- xii)** 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;
- xiii)** reports and briefs to governments, organizations or clients;
- xiv)** contract or applied research from which a report, study or text results;
- xv)** publication of electronic documents and multi-media productions;
- xvi)** published or shared computer software and documentation;
- xvii)** audio-visual productions and materials such as films and videos;
- xviii)** artistic works and exhibitions;
- xix)** public performances in orchestras, concerts, or dramatic productions (as performer, writer, composer, editor and/or director);
- xx)** publication and/or commissioning of literary works and musical compositions;
- xxi)** musical recordings;
- xxii)** community based works and community involved practice;
- xxiii)** 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;
- xxiv)** works not mentioned in (i) through (xxiii) above such as annotated bibliographies, indexes, concordances, registries, data banks or patents;
- xxv)** professional handbooks; and
- xxvi)** 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 (xxvii) to (xliv) below:

- xxvii)** peer-reviewed external research funding awarded from research granting agencies, making sure to identify whether Principal Investigator, Co-Principal Investigator or team member;
- xxviii)** 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;

- xxix)** internal (i.e. from Nipissing University) research funding awarded;
- xxx)** applications past and pending, for funds, grants or fellowships in support of research, scholarly and/or creative activities;
- xxxi)** participation in panels, conventions, symposia or research groups;
- xxxii)** awards or other recognition (for example, research awards, book awards, or invited memberships in scholarly or professional associations);
- xxxiii)** 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;
- xxxiv)** citations by other academics of the candidate's works;
- xxxv)** published reviews of the candidate's works by academics or critics in the media;
- xxxvi)** examples of the use of the candidate's works in university or college courses;
- xxxvii)** invited lectures given at other universities or institutes;
- xxxviii)** readings of literary works;
- xxxix)** long-term or permanent displays of creative works in museums or galleries;
- xl)** commissions to create works of academic, literary or artistic value;
- xli)** consultation requests made by established researchers, businesses, governments, or non-governmental organizations; or
- xl ii)** service on commissions, councils or task forces, essentially by virtue of special academic competence or expertise;
- xl iii)** evidence of graduate student research supervision and Highly Qualified Personnel (HQP) training; and
- xl iv)** 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 knowledge mobilization in 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:

University and Faculty committees such as:

- i)** Senate and Senate committees;
- ii)** Board and Board committees;
- iii)** department and school committees;
- iv)** general administration within a department and school;
- v)** general administration within the University (e.g. New Student Orientation, the annual Student Fair, and high school liaison); and
- vi)** NUFA Executive and NUFA committees.

External committees such as:

- vii)** OCUFA and CAUT;
- viii)** scholarly societies;
- ix)** professional organizations; and
- x)** 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) Chair of a department;
 - 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 include books, creative works, or other additional materials in formats other than digital, will provide four (4) copies. One (1) electronic copy of the dossier must be submitted to the Dean's office in PDF format. The appropriate Dean's Office will bear all associated costs to a maximum of \$150.

26.16 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. 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 TPC. The dossier is considered closed once TPC 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 TPC, the members of the URAC (if applicable), the Provost, and 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 tenure and promotion processes, the file remains in the Office of the Provost.

26.17 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 this Article); 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.
 - iv) Service – a satisfactory record of service to Nipissing University (and other institutions where appropriate), the profession, and the wider community.
- (b) Candidates will be granted tenure if they meet expectations in all of the categories of evaluation.
- (c) Candidates will have their tenure deferred if they meet expectations in only some of the categories but are deemed to be able to address the weaknesses in the other categories within the period when they would have to re-apply for tenure. Tenure can be deferred only once.
- (d) Candidates who have re-applied for tenure following a deferral (see Article 26.17(c) above) must meet expectations in all of the four categories to be awarded tenure.

- (e) Candidates will have their tenure denied if they do not meet expectations in any one or more of the categories and it is deemed that the weaknesses cannot be addressed satisfactorily within the period when they would have to re-apply for tenure.

26.18 Criteria for Promotion to Associate Professor

- (a) The categories for evaluation and the criteria for assessing promotion to Associate 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.
 - 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 tenure-track or tenured position at the rank of Assistant Professor are eligible to apply for promotion to Associate Professor.
- (c) Candidates will be granted promotion if they meet expectations in all four categories of evaluation.

26.19 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 who hold a tenure-track appointment at the rank of Associate Professor may apply for promotion to Professor at the same time that they apply for tenure.
- (d) Candidates will be granted promotion if they meet expectations in all four categories of evaluation.

26.20 Guidelines for Assessment

- (a) Principles of equity, diversity, and inclusion are to be honoured as integral to the quality of the university's intellectual mission, in both discipline and methodology, and in faculty complement. Thus, scholarship and teaching in non-traditional areas and methodologies and/or by historically disadvantaged groups and/or designated under-represented groups are not to be penalized and will be considered equitably in decisions of tenure and/or promotion. Nothing in this Article, or in this agreement, can be used to create barriers for faculty Members from groups described above. The criteria and standards shall also recognize diversity and emerging and/or non-traditional scholarship and teaching methodologies.
- (b) Candidates for tenure and/or promotion will be assessed using the criteria which they have to meet, and standards in this Article which will serve as a guide to evaluators of what is to be expected of candidates; they are not a rigid set of rules to be applied mechanically.
- (c) The diversity of academic and professional disciplines at Nipissing University make inequitable if not impractical any single evaluation scheme for tenure and/or promotion. 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.
- (d) 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.
- (e) 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 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.
- (f) 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 the candidate's 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 the candidate's field of expertise.

- (g) 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.

26.21 Decision-Making Procedures

(a) General

- i) In assessing applications for tenure and/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 and/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 26.15[c]).

- iv) For an application for tenure and/or promotion, the Committee will be guided by the letters from the external referees (Article 26.11). 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 TPC meetings. The Observer must not participate in the deliberations of the TPC but will have the right to communicate 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 the Association is unable to provide an observer, the meeting must go forward. The Observer must disclose any potential violations of the Collective Agreement to the Chair of the TPC, and may disclose such potential violations of the Collective Agreement to the Provost and 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 the TPC considering tenure and/or promotion applications will be treated as strictly confidential. Candidates will communicate with the TPC only through the Chair. In reference to their applications, candidates will not communicate with members of the TPC, either personally or through an intermediary, nor will members of the TPC invite such interventions. The TPC members must not discuss cases with any persons outside the TPC, except as specified in this Article.
- vii) Once the TPC has started to hear a case, it will be the responsibility of the TPC 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 26.6(c) and 26.8(e).

(b) TPC Decision-Making Procedures

- i) Candidates' dossiers, along with all associated materials, including new materials added, the Dean's report, and letters of reference, will be forwarded from the Deans' offices to the Office of the Provost.
- ii) The TPC will meet, without the candidates, to consider applications. At any time, the Committee may ask the candidate to provide clarification of information and/or material contained in the dossier. After deliberating on an application, and determining whether or not the candidate meets the required criteria, the 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 J-6 and/or J-7. 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 26.21 (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. The candidate will have the option of writing a response to the TPC's notice. The candidate may also request to make a presentation at a TPC meeting. At any such meeting, the candidate may be accompanied by a Member of the Member's 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 Article 26.21 (b)(iv), and after further deliberation, the TPC will hold a final ballot based on the procedure outlined in Article 26.21 (b)(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 TPC votes on whether the candidate should be granted tenure.
- vii) If the majority of votes cast indicate the granting of tenure the TPC will proceed to Article 26.21 (b)(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 the candidate's new appointment). If the majority of votes in the subsequent vote indicate a deferral of tenure, the Committee will then proceed to Article 26.21 (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 TPC will then proceed to Article 26.21 (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 Committee will then proceed to Article 26.21 (b) (xii).
- x)** On the final ballot, for an application for promotion, the TPC 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 TPC will proceed to Article 26.21 (b) (xii).
- xii)** After the final ballot(s) has been taken, the TPC will draft separate reports (Appendix J-8 and/or J-9) 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 Committee and members may propose changes to the report(s). Once the Committee agrees that the draft report is an accurate reflection of their deliberations, including any dissenting views, a final report will be prepared by the Chair which all members of the Committee will sign.
- xv)** For each application, the Chair of the TPC will forward to the Provost, with a copy to the candidate, the written report comprised of the assessment and the recommendation of the Committee (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 TPC who in turn will deposit it in the dossier sent to the Provost.

26.22 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 July 15 candidates may indicate to their Dean in writing the member(s) of the TPC 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 replaced with an alternate by the Provost for that application only.
- (c) By July 15 candidates may indicate to the Provost in writing that they consider the Chair of the TPC, and/or the Chair of the URAC to be in a conflict of interest vis-à-vis their application. If the Provost determines that a conflict of interest exists, the Chair will be replaced with an alternate by the Provost for that application only.
- (d) By August 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, the Chair 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.

26.23 Appeals to the University Review Appeals Committee (URAC)

(a) General

- i) A candidate may appeal a negative decision of the Provost 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 by the TPC or the Provost (Article 26);
 - b. discrimination within the meaning of Article 12 (No 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 26.23 (a)(i)]
- iii) The President of the University will inform the Office of the Provost upon receipt of any appeal to the URAC. The Provost'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 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 26.23 (a)(i)]
- iii) The URAC will review the decision of the Provost 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 the appellant's 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 Provost's decision. In the case that the negative decision 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 Provost's decision.

- 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 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 appellant, 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 with a copy to the Dean, Provost and the President of the Association.

26.24 Decision of the President

- (a) The President reviews the decision of the Provost and, when applicable, the recommendation of 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, or the decision of the Provost, when the outcome of the recommendation and the decision on an application differ. In such instances, the President will read and review the written recommendations in the file and make a decision based on all the available evidence. If the President's decision 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 there has been a procedural irregularity or defect in the application of, or failure to apply, the tenure and promotion procedures by the TPC or the Provost, the application will be returned for reconsideration, with instructions on how the error(s) can be ameliorated. In such instances, the TPC/Provost will reexamine the case, paying particular attention to the instructions received. After deliberating, the TPC/Provost may submit a new recommendation/decision or resubmit the original recommendation/decision to the President.

26.25 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 40.8, 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 was denied following a positive decision from the Provost, or a positive recommendation from 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/or promotion procedures;
 - ii) discrimination within the meaning of Article 12 (No 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 Provost 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 26.33); 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 for a proper review of the appeal, except that no evidence will be presented by the University which has not been available to both the Provost and 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 and/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 Employer 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 the Member's tenure-track appointment extended by twelve (12) months effective July 1. If the decision of the URAB is rendered after October 31 and the Member is denied tenure, the Member will be offered an additional twelve (12) month limited term appointment, pursuant to Article 26.35(f) commencing the following July 1.

26.26 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/or promotion will be reported to the full Board at the next closed session following the decision.

26.27 Dates and Deadlines for Decisions

- (a) The following are the deadline dates for decisions on tenure and/or promotion to Associate Professor, and tenure and/or 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 | Chair calls first meeting of the TPC |
| December 1 | Chair of the TPC sends copies of recommendations to the candidates |
| December 15 | Candidates send responses to the TPC recommendations to the TPC Chair |
| December 16 | TPC Chair sends recommendations and all responses from candidates to the Provost |
| January 15 | Provost informs candidates of decisions |
| January 20 | Candidates with a negative decision from the Provost may notify the President and the Association of appeal to URAC |
| January 21 | Provost informs the Chair of the Board of decisions with copies to candidates, in cases with no appeals to the URAC |
| January 31 | Chair calls first meeting of the URAC |
| February 28 | Chair of the URAC sends report and recommendations to President with copies to candidates |
| March 7 | Candidates send to the President their response to the URAC recommendations |
| March 21 | President informs candidates of decisions in cases with appeals to URAC |
| April 1 | President informs the Chair of the Board of decisions with copies to candidates, in cases with appeals to the URAC |

- April 10³ Within twenty (20) working days of a candidate receiving the letter from the President, NUFA may notify the President of a grievance to the URAB for candidates where the President has rendered a negative decision on tenure and/or promotion to Associate Professor or Professor following a positive recommendation from either the Provost or the URAC. The URAB process involves the following steps:
- i) Within twenty (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 twenty (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.
- April 15 President informs the Chair of the Board of 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 Employer 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.

³ 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 26.25 of these procedures.

26.28 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 the Member's discipline, the Member 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.

26.29 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 TPC, seeking the granting of tenure and/or promotion on initial appointment. After receiving the request, the TPC will meet as soon as possible. The Dean will present the candidate's dossier (or as much similar information as is practical) to the TPC as well as a written summary of an evaluation of the candidate by the Search Committee. The candidate may also attend the TPC meeting if available.
- (c) The TPC will send its recommendation to the Provost normally within five (5) working days of the meeting attended by the Dean. Within five (5) working days of receiving the recommendation from the TPC, the Provost will make a decision and inform the Dean and the Executive Committee of the Board.

26.30 Tenure and Promotion for Academic Administrators - Internal Candidates

- (a) In order for Academic Administrators to apply for tenure and/or promotion, they must have completed a three-year residency at Nipissing University.
- (b) Academic Administrators will complete a dossier as outlined in Article 26.15.
- (c) Criteria for both tenure or promotion, guidelines for assessment of the dossier, and decision-making procedures will follow Articles 26.17 through 26.19.

- (d) External letters of reference will follow the procedure outlined in Article 26.11, except that the Provost will replace the Dean in all instances and the President will be called upon if the candidate and the Provost cannot agree on the list of external references. In the event that the Provost is seeking tenure and/or promotion, the President will replace the Dean in all instances.
- (e) The candidate's dossier, along with the external letters of reference and a report from the immediate supervisor (similar to Article 26.12 Report of the Dean) will be submitted to the Tenure and Promotion - Academic Administrator Committee (TPAA) for assessment. Timelines will be determined as needed.
- (f) The TPAA will have six standing and one *ad hoc* member: the Provost, who will be Chair, one Dean appointed by the Provost, and four full professors, two from each of the faculties of Arts and Science, and Education and Professional Studies. The *ad hoc* member will be one full professor from the candidate's own discipline, or a cognate discipline. In the event that the Provost is the candidate, the President will be Chair.
- (g) The four TPAA full professor standing members representing each Faculty will be elected following the process outlined in Article 26.8 (b). Standing members elected or appointed to the TPAA will normally serve a three-year term of office. There is no limit on how often any member can be elected to serve on TPAA.
- (h) Ineligibility will follow Article 26.8 (g), with the exception that a Member elected to the TPAA, may also hold a position on the TPC.
- (i) Upon receiving notification of a candidate's intention to apply for tenure and/or promotion, the Chair of the committee will seek an *ad hoc* full professor from the candidate's own discipline, or cognate discipline to join the TPAA committee. This *ad hoc* member will hold this position until the file under consideration is complete.
- (j) The role of the Chair on the TPAA is to ensure that all procedures are followed. The Chair will vote only in case of a tie.
- (k) Should an alternate be required, the Chair together with the President of the Faculty Association will appoint an alternate.
- (l) A non-voting NUFA Observer will be appointed by the President of the Faculty Association to sit on the TPAA. The Observer may not participate in any manner in the deliberations of the Committee but will have the right to communicate 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.
- (m) Quorum requires all six (6) Members in attendance, in-person. All members of the TPAA must be physically present in the room except when circumstances require accommodations under the Accessibility for Ontarians with Disabilities Act, and Ontario Human Rights Code.

- (n) Should the decision of the TPAA be positive, the dossier proceeds per Article 26.
- (o) Should the decision of the TPAA be negative, the candidate may appeal to the URAC per Article 26.
- (p) The decision of the President is final and is not appealable through the URAB.
- (q) If the candidate in question is the President, noting that this only applies in the case of an internal applicant, the full Board of Governors will make the final decision by a secret ballot vote. The decision is not appealable through the URAB.
- (r) Should the final decision of the President or the Board of Governors be a negative decision, the candidate has the right to apply again as early as the following year. The URAB appeal process is not available to academic administrators.

26.31 Tenure and Promotion for Academic Administrators - External Candidates

- (a) If the candidate has the terminal degree in the candidate's field the candidate will be assigned a department/school as may be appropriate to the candidate's expertise and may be granted tenure and rank on appointment by the Board of Governors.
- (b) Typically, candidates will be appointed at the rank comparable to that achieved at the candidate's previous academic institution. If the candidate's previous academic experience warrants promotion, the candidate may be granted promotion to the rank of either Associate Professor or Professor on their initial appointment pending the following conditions outlined below.
 - i) Following the hiring recommendation by the Search Committee, the Chair of the Search Committee may bring a request for promotion to the Chair of the TPAA. After receiving the request, the TPAA will meet as soon as possible.
 - ii) The Chair of the Search Committee will present the candidate's dossier (or as much similar information as is practical) to the TPAA as well as a written summary of an evaluation of the candidate by the Search Committee.
 - iii) Where possible, the candidate will be offered the opportunity to present to the Committee.
 - iv) The TPAA will send its recommendation to the President of the University normally within five (5) working days of the meeting of TPAA.

- v) Within five (5) working days of receiving the recommendation from the TPAA, the President of the University will make a decision and inform the Dean and the Executive Committee of the Board. If the candidate in question is the President, the decision will be made by the Board of Governors by a secret ballot vote.
- (c) If the candidate lacks a terminal degree and/or has not obtained rank at another recognized post-secondary institution, the candidate will be appointed as an administrator without rank or tenure. Following a three-year residency at Nipissing University, they may apply for tenure and/or promotion in accordance with the internal applicant process as outlined in this Article.

26.32 Provost's Annual Report

- (a) Every year by May 20, the Provost 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 and promotion, or 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 candidates 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.

26.33 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 J-5. 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 Committee (TPC), the University Review Appeals Committee (URAC), the University Review Appeals Board (URAB), the Provost, 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 Provost'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 consent to such consultation.

26.34 Disposal of Files

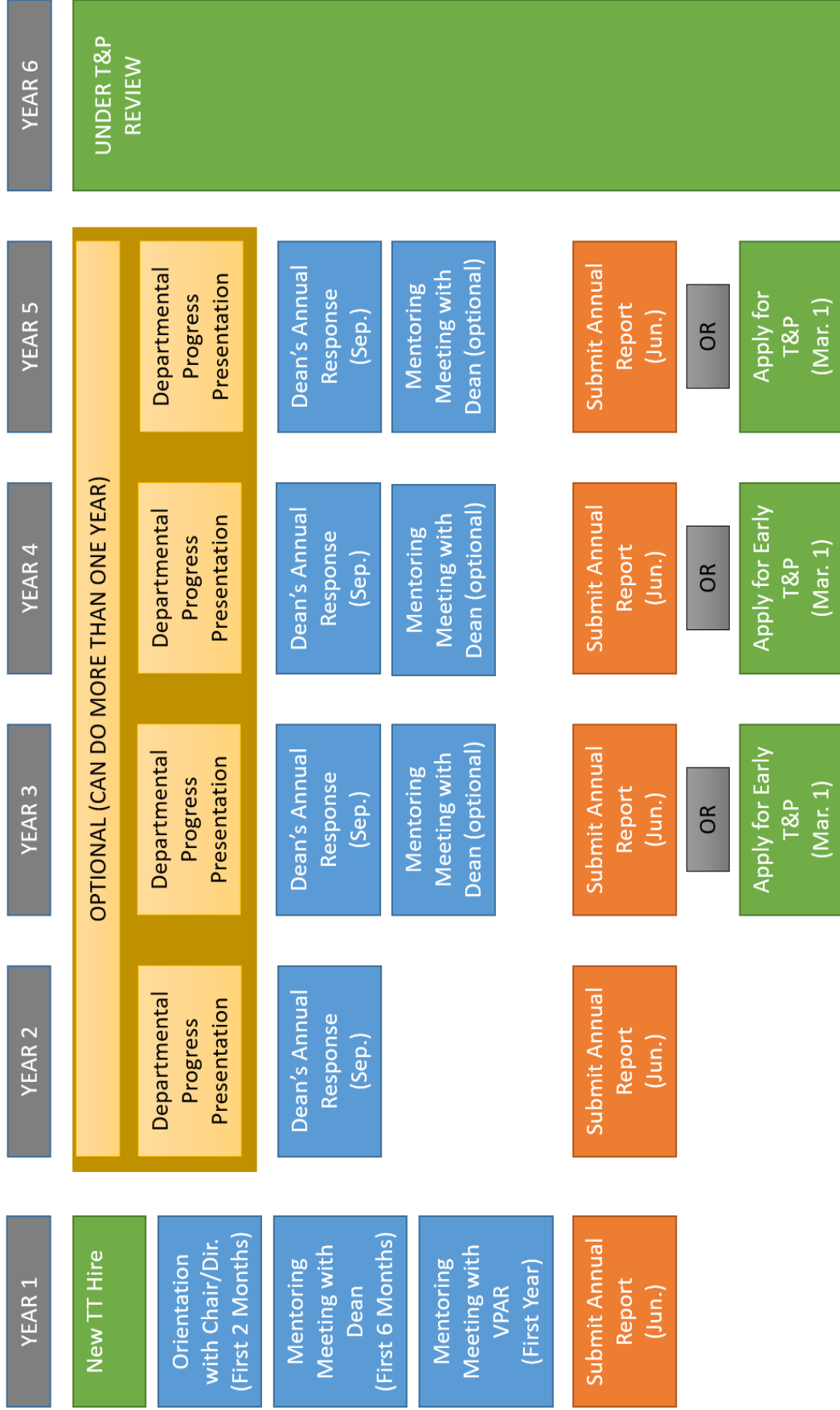
With the exception of the dossier, all the materials contained in a file for tenure and/or promotion will be destroyed within three months after the fifth anniversary of the date that the Member received the decision from the Board on the Member's tenure and/or promotion application. Every effort will 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.

26.35 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 Collective Agreement that impact in some way on applications for tenure and/or promotion: 14.1(d), 18.6(g), 20.6(b), 27.3, 28.1(c), 28.11(i), 29.2(c), 36.2 (c), and 36.10 (e)(i), (ii) and (iii).

- (c)** Between September 1 and September 30 each year, prior to commencing the evaluation of applications for tenure and promotion, the Employer 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 Employer 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 Employer and the Association. Neither the Employer 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)** 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.

TENURE TRACK PATHWAY (ASSISTANT, ASSOCIATE, PROFESSOR)



ARTICLE 27: STUDENT OPINION SURVEYS OF FACULTY TEACHING (SOS)

27.1 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.

27.2 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.

ARTICLE 28: ACADEMIC WORKLOAD

28.1 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 the Member's competency. The workload of Academic Librarians and Archivists is outlined in Article 22 and of Full-time Instructors in Article 23.

- (b) Pursuant to Article 28.1(a), a Member's workload may, with the permission of the relevant Deans, include courses taught in more than one Faculty as part of the Member's 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.

28.2 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 28, 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 26.15(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 26.15(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 26.15(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 (3) federal granting councils or other recognized granting agencies may be assigned a Research Intensive Workload by the Dean.

 - i) Members who apply by June 1 will receive a decision from their Dean by June 30. Any approved changes in workload will take effect on January 1 of the following year.
 - ii) Members who apply by November 1 will receive a decision from their Dean by November 30. Any approved changes in workload will take effect on July 1 of the following year.
- (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 November 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 November 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 (6) three-credit courses or equivalent for one year, following which they would be provided with a four (4) 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 (4) 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.
- (l) **Team Teaching**
 - i) Two faculty Members may be assigned to teach a single course as a team. Such an arrangement will be deemed an approved team teaching assignment if either:
 - a. The course proposal approved by the Senate explicitly provided that the course would be team taught; or
 - b. Such an arrangement is approved by all departments involved and by the appropriate Dean(s).

- ii) It is understood that all Members so assigned are expected to be present at all classes of the course. Participation in an approved team-teaching assignment will count as full course credit, or overload, for each Member involved. The offering of all team teaching courses will be at the discretion of the Dean of the academic unit in which the course will be offered.
- iii) No Member will be required to team teach.

(m) Travel Courses

- i) Travel courses may be credited toward a Member's teaching load if the course is a minimum of three credits and the travel component of the course is required to fulfill the course learning outcomes.
- ii) A travel course may be assigned as teaching load or overload with the written consent of the Member and the Dean(s). Consent will be obtained prior to the beginning of the course. No Member will be required to teach a travel course.
- iii) Members will be accorded full course credit in the Member's annual teaching load assignment with corresponding financial compensation per Article 30.2 or 30.4 as appropriate.
- iv) Travel courses that are not credited toward a Member's teaching load may be counted towards a Member's service.
- v) All travel costs must be preapproved by the Dean and must be eligible expenses under the Nipissing University Travel Expense Policy.
- vi) No Member will be required to teach a travel course.

28.3 Workload – Chairs and Directors of Academic Units

- (a) The annual workload reduction and/or stipend 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 one (1) three-credit stipend; or
 - iv) 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 28.3(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 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 28.3(a).

28.4 Workload – Graduate Program Coordinators

- (a) The annual workload reduction or stipend for Graduate Program Coordinators will be one of the following:
 - i) One (1) three-credit course release; or
 - ii) One (1) three-credit stipend.

28.5 Annual Report and Dean's Assessment

- (a) Each Member must provide clear evidence of ongoing accomplishments in teaching; research, scholarly and/or creative activities; and service in the form of an Annual Report 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 September 1. The Member may reply to the Dean's response by September 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 September 15 but before October 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 the Member's 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.

28.6 Moving from a Normal Workload to a Teaching Intensive Workload

- (a) The Dean will meet with a tenured Member who is on a Normal Workload if the Dean indicates in the Annual Assessment that the Member's performance in the area of research and scholarship is unsatisfactory for the Member's academic responsibilities and assigned workload. At the meeting, the Dean will discuss with the Member research expectations for a Normal Workload.
- (b) By November 1 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 the Member's 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 the 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 or Research Intensive Workload by notifying the Dean by November 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 the Member's 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.

28.7 Balancing Teaching Load Among Members

Subject to Article 28.1(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 the Member's assigned teaching load is excessive in relation to other Members has the right to have the Provost review the Member's workload. The Provost will provide the Member with a written response.

28.8 Overload Teaching

- (a)** Members cannot be required to teach overload. However, if Members want to teach overload, they require the advanced written approval of the Dean.
- (b)** Members are ineligible to teach overload if they are:
 - i)** on a research intensive load;
 - ii)** on a tenure-track appointment; or
 - iii)** if they have course releases for any other reasons.
- (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 greater than a Member's assigned teaching load per Article 28.2. 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 30.4.
- (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) overload credits, they will receive an overload payment per Article 30.4 for one (1) three-credit course or a three (3) credit teaching reduction in the following academic year; and
 - ii)** if they teach six (6) overload credits, they will receive overload payment per Article 30.4 for two (2) three-credit courses or overload payment for one (1) three-credit course and one (1) three-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 28.8(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. Members are not required to teach any individualized study courses in any academic year, nor are they limited in the number of credits of individualized study courses they teach in any academic year. 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.

28.9 Courses Taught Off the Primary Campus

- (a) Primary Campus refers to the location from which a Member's program is generally administered, to which the Member usually reports for work, and where the Member's faculty office is located.
- (b) Members will not be required to teach courses off the Primary Campus unless hired for teaching duties off the Primary Campus. However, at any time, Members may agree to accept teaching duties off the Primary Campus after receiving a request to do so from the appropriate Dean.
- (c) A Member teaching Nipissing University courses, whether credit or non-credit, off the Member's 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 overload stipend.

28.10 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.

28.11 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 the Member 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 28.11(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 28.2. 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 32 at the Member's 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 the Member's 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 Employer 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 the Member's nominal full-time salary.
- (i) A Member on RW will be eligible for tenure and promotion. The Member 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 the Member's 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.

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

ARTICLE 29: SABBATICALS

29.1 Preamble

In recognition of the fact that tenured Members are required as a condition of their employment to continue to develop as scholars and researchers throughout their careers, the University 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.

29.2 Years of Full-Time Credited Service for First Sabbatical

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.
- (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 outlined in Article 26.

- (d) The year that a Member is on sabbatical (six month or twelve month) will not be credited toward the next sabbatical.

29.3 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 29.3(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) If a Member on a Normal Workload (3 and 2) takes a six-month sabbatical after three (3) years or more of credited service, 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 be granted 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. This information will be indicated in the Member's sabbatical approval letter.
- (d) Members elected to a Chair or Director position are not eligible for sabbatical during the first year of their term.
- (e) Members have an obligation to return to the service of the Employer for a period of not less than one year following any sabbatical, 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.

29.4 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;
- (b) a clear indication of which years of full-time credited service are being used to establish the eligibility and the sabbatical allowance level;
- (c) the Member's up-to-date curriculum vitae;
- (d) 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, as well as a knowledge mobilization plan for the outcomes of the sabbatical;
- (e) a copy of the sabbatical report per Article 29.7 for the most recent sabbatical in cases where this is not the Member's first sabbatical at the University;
- (f) 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
- (g) any other documentation or information which the Member wishes to provide.

29.5 Decisions on Sabbatical Applications

- (a) The Dean, in consultation with the Provost, will assess the sabbatical application according to the objectives in Article 29.1. 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 29.4(d) 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 Employer 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 Employer 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) a 5% increase for the first deferral;
 - ii) an additional 10% increase for the second deferral to a maximum of 100% of salary.
 - iii) Members taking a six-month sabbatical, based on six or more years of service at 100% of nominal salary per Article 29.6 (b)(iii), will be credited one year of service toward the next sabbatical for each deferral.

29.6 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 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, based on six or more years of service.

(b) Subsequent Sabbaticals

- i) 85% of nominal salary for a twelve-month sabbatical, based on six or more years of service;
- ii) 85% of nominal salary for a six-month sabbatical, based on three or more years of service;
- iii) 100% of nominal salary for a six-month sabbatical, 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, based on six or more years of service with three years of service credited toward the Member's next sabbatical.

- (c) Notwithstanding Articles 29.6(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 18.5.

- (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 Employer benefit plans. The Member has the option of making pension contributions on the basis of the Member's actual salary or nominal salary, subject to Canada Revenue Agency (CRA) limits, and may also top up the Employer contributions on the same basis.
- (f) 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.
- (g) Where possible, after satisfying normal university demands, Members on sabbatical will be entitled to University secretarial and other support services.

29.7 Sabbatical Report

- (a) Within ninety (90) days of return from sabbatical, a Member will submit a report on the sabbatical to the Member's Dean(s). 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 by the Dean(s) and will be used as part of the assessment of any future sabbatical applications.
- (b) The Dean will provide a written response to the Member's sabbatical report within thirty (30) days of receipt of the report. The Dean's response will be added to the Member's official file by the Dean and will be used as part of the assessment of any future sabbatical applications.
- (c) The Member will have the opportunity to submit a written response to the Dean's response within thirty (30) days of receipt of the Dean's response. The Member's response will be added to the Member's official file by the Dean and will be used as part of the assessment of any future sabbatical applications.
- (d) The Dean of Graduate Studies and Research will organize an event in which the sabbaticant will present their research, scholarly and/or creative work.
- (e) Further sabbaticals are predicated on the submission of a written sabbatical report.

ARTICLE 30: FINANCIAL COMPENSATION

30.1 Setting Starting Salary Rates Upon Appointment

- (a) Upon appointment to the rank of Lecturer, Assistant Professor, Associate Professor, or Professor, 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 the Member's letter of appointment by the Provost or designate.
- (b) Upon appointment to the position of Academic Librarian or Archivist, a Member's initial Step placement on the Academic Librarian or Archivist Salary Scale will be based on the Member's formal qualifications and a fair assessment of the Member's relevant academic and/or professional experience. The rationale for the starting salary will be given in writing to the Member at the time of offer in the Member's letter of appointment by the Provost or designate.
- (c) Upon appointment to the position of Full-time Instructor, a Member's initial Step placement on the Full-time Instructor Salary Scale will be based on the Member's formal qualifications and a fair assessment of the Member's relevant academic and/or professional experience. The rationale for the starting salary will be given in writing to the Member at the time of offer in the Member's letter of appointment by the Provost or designate.

30.2 Salary Scales

- (a) Salary Scales beginning May 1, 2019, May 1, 2020, and May 1, 2021, are delineated in Appendices C, D, and E, respectively. The Scale increases will be as follows:

 - i) Beginning May 1, 2019 = 1.0%
 - ii) Beginning May 1, 2020 = 1.0%
 - iii) Beginning May 1, 2021 = 1.0%
- (b) Upon promotion effective July 1, a Member will move to one of the following, whichever is greater:

 - i) the Base Step in the new rank, or
 - ii) the Step in the new rank with the next highest salary compared to the salary the Member began receiving on the May 1 prior to the promotion on July 1, plus one additional step.

30.3 Progress Through the Ranks

On May 1, 2019, May 1, 2020, and May 1, 2021 each Member's salary will increase by one step within the Member's 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 the Member would have been at had the Member not taken the leave.

30.4 Overload Payments

- (a) Overload payments for one three-credit undergraduate course or one three-credit graduate course will be paid as follows: May 1, 2019 at \$5,300, May 1, 2020 at \$5,400, and May 1, 2021 at \$5,500.
- (b) Overload payments for laboratory instruction will be calculated as follows: one hour delivered weekly for one term = one third (1/3) of the overload stipend; two hours delivered weekly for one term = two thirds (2/3) of the overload stipend; and three hours delivered weekly for one term = the overload stipend.

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

- (a) Members 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.

30.6 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) Members will be compensated for up 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 Member.

30.7 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.

30.8 Financial Assistance for Completion of a Doctoral Degree

- (a) The Employer may provide a 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 Employer 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 Employer, up to a maximum of \$3,000 per year, based on progress, for a total maximum of \$6,000 per Member;
 - iv) The Employer 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 Employer 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 30.8(a)(ii) and 30.8(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.

ARTICLE 31: METHOD OF PAYMENT

- 31.1** The Employer agrees to pay Members on or before the twentieth (20th) day of each month. Effective January 1, 2020, or as soon thereafter as the new payroll cycle has completed testing, all Members will be paid bi-weekly.
- 31.2 (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 32: GROUP BENEFITS

32.1 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, 2019. These benefits are as follows:
- i)** Basic Life Insurance (coverage equal to twice the nominal salary: maximum nominal salary is \$250,000 annually such that maximum coverage is \$500,000)
 - ii)** Dependent Life Insurance
 - iii)** Long Term Disability Insurance
 - iv)** Short Term Disability Insurance
 - v)** Extended Health Insurance (including Vision Care)
 - vi)** Dental Insurance
 - vii)** Basic Accidental Death and Dismemberment Insurance
 - viii)** Optional Member Life Insurance and Optional Dependent Life Insurance
 - ix)** Voluntary Accidental Death and Dismemberment Insurance
- (b)** Specific coverage details for the benefits listed in Article 32.1(a) can be found on the Human Resources page of the Nipissing University website or by calling the Human Resources Department.
- (c)** For Members who are eligible, membership in the group benefit plans listed in Article 32.1(a)(i) through (vii) is compulsory.

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

- (a) The Employer will contribute 80% of the cost of premiums of the Benefit Plans listed in Article 32.1(a)(i) through (vii).
- (b) The cost of premiums for the Benefit Plans listed in Article 32.1(a)(viii) and (ix) will be borne wholly by the Member who applies for and is granted such coverage.

32.3 Group Benefits for Active Members Age 65 and Over

- (a) For active Members, beginning July 1 after their 65th birthday, all the benefits listed in Article 32.1(a) will be provided with the following exceptions:
 - i) Basic Life Insurance will be provided up to age 70 but will be limited to an amount of coverage equal to nominal annual salary to a maximum of \$125,000.
 - ii) Long-Term Disability Insurance will not be provided.
 - iii) Optional Member Life Insurance and Optional Dependent Life Insurance will be provided up to the insured's age 70.
- (b) For Members who are eligible, membership in the group benefit plans listed in Article 32.1(a)(i) through (vii), with noted exceptions in Article 32.3(a), is compulsory.

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

- (a) The Employer will contribute 80% of the cost of premiums of the Benefit Plans listed in Article 32.1(a)(i) through (vii), excluding (iii) and noting the additional exceptions in 32.3(a).
- (b) The cost of premiums for the Benefit Plans listed in Article 32.1(a)(viii) and (ix) will be borne wholly by the Member who applies for and is granted such coverage.

32.5 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 Employer 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 Employer 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.

32.6 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.

32.7 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 Healthcare Spending Account (HSA) of \$1,500 annually (single) or \$1,800 annually (with dependents).
- (b) The HSA is funded 100% by the Employer. Members must provide receipts for medical, vision, dental and paramedical expenses to the insurance carrier for reimbursement. Unused funds in an HSA will be carried forward to a maximum of one (1) year subject to Canada Revenue Agency (CRA) regulations.

32.8 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.

32.9 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.

32.10 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.

32.11 Group Benefits and HSA 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 the Member the appropriate information regarding the Healthcare Spending Account (HSA) or early retiree (age 55 to 65) group benefits.

32.12 Tuition Exemption

- (a) A Member, the Member's spouse, and the Member's dependent(s) is (are) eligible for tuition exemption for Weighted Grant Unit (WGU) 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 Weighted Grant Unit (WGU) eligible full-time Master's level courses, subject to the enrolment cap in the course.
- (d) A Member's spouse and dependent(s) is (are) eligible for tuition exemption for Weighted Grant Unit (WGU) eligible full-time Doctoral level courses, subject to the following two exceptions:
 - i) when the cohort (students who share a common intake year and are treated as a group) is full; or
 - ii) when there is no intake to a Doctoral program in a given year.

- (e) A Member receiving benefits under the Long Term Disability Insurance plan and the Member's 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 the Member's spouse and dependent(s), will also continue to enjoy the benefits of tuition exemption for grant eligible credit courses.

32.13 Athletic Facilities

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

32.14 Continuous Service

For the purposes of this Article, continuous service at the University is not interrupted by any sabbatical taken under Article 29 or any leave or authorized absence taken under Article 36 with the exception of a leave of absence without pay.

ARTICLE 33: THE NIPISSING UNIVERSITY PENSION PLAN

- 33.1** The Nipissing University Pension Plan (NUPP), a defined contribution plan, will continue for the term of this Agreement unless both parties agree otherwise.
- (a) Effective the date of ratification of this Collective Agreement, the Employer and Member will each contribute 10% of a Member's annual salary, less the 1999 Canada Pension Plan (CPP) rate of 3.5%, to a maximum of one-half of the Canada Revenue Agency limit for contributions to a defined contribution plan.
 - (b) Effective November 1, 2021, the Employer and Member will each contribute 10% of a Member's annual salary, less the 1993 Canada Pension Plan (CPP) rate of 2.5% to a maximum of one-half of the Canada Revenue Agency limit for contributions to a defined contribution plan.
 - (c) 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.
 - (d) The NUPP is available to all Members on an optional basis on the first day of employment.
 - (e) 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.
 - (f) The Employer will make reasonable efforts to assist Members to transfer pension funds to or from their respective plans.

33.2 The Ontario Teachers' Pension Plan (OTPP)

For Members enrolled in the OTPP, the Members and the Employer will pay contributions in accordance with the terms of the OTPP. The determination of benefits and contribution rates is solely within the jurisdiction of the OTPP.

33.3 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.

33.4 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 34: AWARDS IN SUPPORT OF RESEARCH, SCHOLARLY AND/OR CREATIVE ACTIVITIES

34.1 Each year, the Employer will provide a fund of \$25,000 in support of research, scholarly and/or creative activities.

34.2 The awards will be used to create research, scholarly and/or creative activity supports, including, but not limited to, seeding new research and scholarship, facilitating transitions from major grants and positions such as Canada Research Chairs, etc.

34.3 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.

34.4 Unspent funds revert to the University if the Member leaves the institution.

34.5 Awards are available to tenured or tenure-track faculty Members only. The awards are based solely on the merit of the application. The committee reviewing the applications will be looking for a strong plan, in keeping with the intent of the awards.

34.6 The awards will be administered through the Office of Research Services and adjudicated through the Nipissing University Senate Research Committee per Senate bylaws.

- 34.7** The Dean, Graduate Studies and Research will be responsible, on an annual basis and in a timely fashion, for publicizing the application procedures. Applications must be submitted to the Dean, Graduate Studies and Research by October 1. Applications will include:
- (a)** A curriculum vitae listing the total volume of the applicant's scholarship, including publications, grants, and contracts;
 - (b)** A brief (up to 500 words) statement of the case, the amount requested, and a budget justification; and
 - (c)** Any other information the applicant wishes to provide.
- 34.8** The Dean, Graduate Studies and Research will, by November 30, convene a meeting of the Nipissing University Senate Research Committee to consider applications. Based on the information provided in Article 34.7, this Committee will rank the applications in order of merit. This Committee will select the award recipients and determine the award amounts by December 15. It is the responsibility of the Dean, Graduate Studies and Research to announce to the Nipissing community the names of award recipients by January 1.
- 34.9** The Dean, Graduate Studies and Research will chair the Committee and will vote only in the event of a tie.
- 34.10** 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.
- 34.11** 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, scholarly, and/or creative activities conducted since the last award.
- 34.12** 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.
- 34.13** In the event that total requested funds are less than \$25,000, the undistributed funds will be carried forward in the fund for up to three (3) years.

ARTICLE 35: PROFESSIONAL EXPENSES REIMBURSEMENT

- 35.1** Each eligible 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 within this Article.
- 35.2** 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 \$2,300 as of May 1, 2019 and \$2,400 as of May 1, 2020.
- 35.3** Limited Term Appointments of ten (10) months will receive a prorated PER.

35.4 Permanent Academic Librarians and Archivists and permanent Full-time Instructors are eligible for professional expense reimbursement to a maximum of \$500 per year.

35.5 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.

35.6 Members are not entitled to advancements on funds from future years' entitlements.

35.7 Eligible Expenses

(a) Professional expenses must be incurred for the purposes of University business and must be customary and reasonable under the circumstances. Expenses claimed must also be eligible under Canada Revenue Agency guidelines and fall in accordance with the Nipissing University Travel Expense Policy and the Procurement Policy. Professional expenses include but are not limited to:

- i)** travel, including transportation, food and accommodation in order to attend scholarly conferences, seminars, workshops and meetings; or to visit other universities or research sites to conduct research and scholarly work that cannot be carried out at the University;
- ii)** registration fees for attendance at scholarly conferences, seminars, workshops and similar activities;
- iii)** membership fees for professional and/or learned societies related to the Member's discipline, research or scholarly and teaching activities;
- iv)** computer equipment (except printers and printer supplies);
- v)** books and subscriptions to professional and/or scholarly journals; and
- vi)** 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; and
- vii)** Academic regalia.

(b) 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 the Member's professional development account are legitimate costs incurred for the Member's professional development. Professional expenses under this Article are designated strictly for the use of the individual Member.

- (c) Should the Canada Revenue Agency deem any reimbursements taxable, Nipissing University will not be held responsible or liable for any claim whatsoever arising therefrom.

35.8 Ineligible Expenses

Ineligible expenses include, but are not limited to, any expense that is tax deductible under Canada Revenue Agency (CRA) guidelines such as:

- (c) interest charged on overdue charge accounts; and
- (d) 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.

35.9 Upon cessation of employment with the University, including upon retirement, any unused portion of a Member's PER reverts back to the University.

35.10 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 the Member chooses to purchase equipment from the University at a pro-rated depreciation of 25% per year.

35.11 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. All outstanding expenses for the current fiscal year (May 1 to April 30) must be claimed before May 15 of the following year or they will be ineligible for reimbursement.

ARTICLE 36: LEAVES AND AUTHORIZED ABSENCES

36.1 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 36.3. 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 36.1(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 the Member 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 group benefits plan. However, subject to the terms of the group benefits plan, excluding short-term disability and long-term disability, the Member shall be allowed to continue enrollment in the group benefits plan at the Member's own expense while on a leave of absence without pay. The Employer will permit and facilitate such coverage with the Member paying the applicable premiums by providing the Employer with post-dated cheques prior to the leave commencing.
- (i) Upon return from leave of absence without pay, the Member will be reinstated at the Member's current rank and at the Member's former salary, plus scale increases applicable to the Member's 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.

36.2 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 the Member's 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 36.1, and Article 28.11 (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.

36.3 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.

36.4 Court Leave

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

36.5 Sick Leave

- (a) A Member is eligible for sick leave benefits and is considered to be on sick leave whenever the Member is by reason of illness, accident, or injury unable to perform the Member's 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 Employer'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 the Dean as soon as possible of the expected duration of absence from the Member's duties. A Member who is sick for more than seven (7) consecutive calendar days may be asked by the Dean to present an acceptable medical certification of the Member's 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 the 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 the Dean an acceptable medical certification from a physician of the Member's illness, accident, or injury.
- (e) Medical certificates presented under Articles 36.5 (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 illness, accident, or injury satisfactory to the Employer'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 32.5.

36.6 Bereavement Leave

- (a) 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. In the event of a death of an aunt, uncle, niece or nephew, one (1) working day shall be allowed without loss of pay. Additional paid days to accommodate travel needs may be granted at the discretion of the Dean.

- (b) In the event of the death of an individual whose relationship to an employee is not defined above but the impact of which is comparable, a request may be submitted to the Dean (or designate) for consideration of bereavement leave, the duration of which will be determined based on the circumstances.

36.7 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 the Member's 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 Employment Standards Act. The Member may apply for Employment Insurance (EI) at the closest Service Canada Centre. The Employer will issue a Record of Employment (ROE) to the Member to facilitate the submission of an EI application.

36.8 Emergency Leave

A Member is entitled to an unpaid emergency leave of up to ten (10) days each year.

36.9 Other Leaves

For all other leaves not specifically itemized in Article 36, the Employer will abide by its statutory obligations with regard to the granting of leaves, paid or unpaid, as outlined in the Employment Standards Act (ESA) or other applicable legislation.

36.10 Pregnancy Leave/Parental Leave/Adoption Leave

(a) Pregnancy and Parental Leave for the Parent Giving Birth

- i) Leave of absence for pregnancy and parental leave will be granted in accordance with the Employment Standards Act.
- ii) Upon request in writing by a Member, the Employer will grant pregnancy leave consistent with the Employment Standards Act up to a maximum leave of seventy-eight (78) weeks. The Employer, 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 the Member's 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, the Member may, by written notice to the Employer, elect to pay for the Member portion of the group benefits plan. In such case, the Employer will continue to pay its portion of the premium cost for the group benefits set out in Article 32 for the duration of the pregnancy and parental leave.
- iv) At the Member's option, the Member may elect to continue pension contributions, based on either the Member's nominal salary or on the supplementary Employment Insurance benefit. In such case, the Employer will continue to match the Member's contribution as set out in Article 33 for the duration of the pregnancy and parental leave.
- v) On returning from pregnancy and/or parental leave, the Member will be placed in the Member's former position or in a position equivalent to the Member's former position. For Limited-Term Appointments, non-permanent Academic Librarians and Archivists and non-permanent Full-time Instructors, consideration of the end date of the contract will be given in reference to this clause.

(b) Supplementary Employment Benefit for Pregnancy and Parental Leave

- i) A Member entitled to pregnancy leave under this Article and who provides the Employer with proof that the Member has applied for and is eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, 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. Where a Member is subject to a waiting period before receiving EI benefits, payments equivalent to ninety-five percent (95%) of the nominal salary for the Member's rank, which the Member was receiving on the last day worked prior to the commencement of the pregnancy leave.
 - b. Following the EI waiting period, up to a maximum of seventeen (17) additional weeks less the EI waiting period, 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 the Member's rank which the Member was receiving on the last day prior to the commencement of the pregnancy leave.
 - c. According to the Employment Standards Act, the Member, after pregnancy leave, is also entitled to a sixty-one (61) week unpaid parental leave.

- ii) The Member may elect to make application for Employment Insurance (EI) for one of the following:
 - a. The standard rate of parental benefits as 55% (or a maximum determined by Service Canada) for up to thirty-five (35) weeks; or
 - b. Extended parental leave benefits at 33% (or a maximum determined by Service Canada) for up to sixty-one (61) weeks.
- iii) A Member who provides the Employer with proof that the Member continues to be eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, will be paid, for fourteen (14) weeks, the difference between the sum of weekly EI benefits at the standard rate of fifty-five percent (55%) and ninety-five percent (95%) of the nominal salary for the Member's rank which the Member was receiving on the last day prior to the commencement of the leave.
- iv) The Member may also, if the Member chooses, utilize accumulated vacation entitlement if it does not contravene Article 36.12.

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

- i) After thirteen (13) weeks of continuous employment, the Employer will grant paid parental leave for the parent who has not given birth on the same compensation basis as Adoption Leave Article 36.10 (d). Sixty-three (63) weeks of unpaid leave are allowed under legislation, but fourteen (14) weeks are paid at 95%. The parental leave must commence no later than seventy-eight (78) 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:
 - a. The leave will be with salary (95%) and benefits up to fourteen (14) weeks.
 - b. A Member who provides the Employer with proof that the Member has applied for and is eligible to receive employment insurance benefits will be paid while the Member is subject to a waiting period before receiving EI benefits, 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.
 - c. The Member may elect to make application for Employment Insurance (EI) for one of the following:
 - 1. The standard rate of parental benefits as 55% (or a maximum determined by Service Canada) for up to thirty-five (35) weeks; or
 - 2. Extended parental leave benefits at 33% (or a maximum determined by Service Canada) for up to sixty-three (63) weeks.

- ii) Following the EI waiting period, the Member will be paid up to a maximum of fourteen (14) weeks, less the EI waiting period, payments equivalent to the difference between the sum of weekly EI benefits at the standard rate of fifty-five percent (55%) and ninety-five percent (95%) of the nominal salary for the Member's rank which the Member was receiving on the last day prior to the commencement of the leave.
- iii) On returning from parental leave the Member will be placed in the Member's former position or in a position equivalent to the Member's former position. For Limited-term Appointments, non-permanent Academic Librarians and Archivists, and non-permanent Full-time Instructors, consideration of the end date of the contract will be given in reference to this clause.
- iv) For the duration of the parental leave, the Employer will continue to pay its portion of the group benefit costs unless the Member has advised the Employer in writing that the Member does not wish to pay the Member portion.
- v) At the Member's option, the Member may elect to continue pension contributions, based either on the Member's nominal salary or on the supplementary employment insurance benefit. In such case, the Employer will continue to match the Member's contribution as set out in Article 33 for the duration of the parental leave.
- vi) If additional leave is required, the Member may request unpaid leave or utilize unpaid accumulated vacation entitlement if it does not contravene Article 36.12.
- vii) Salary (95%) and benefits will continue for fourteen (14) weeks only.

(d) Adoption Leave

- i) After thirteen (13) weeks of continuous employment, a Member is entitled to Adoption Leave. A leave from work, with salary and benefits, up to fourteen (14) weeks, will be granted after the Member has notified the Dean of the timeframe and will consist of the following:
 - a. Adoption leave will commence no later than seventy-eight (78) weeks after the child was born or came into the Member's custody, care and control for the first time.
 - b. A Member who provides the Employer with proof that the Member has applied for and is eligible to receive Employment Insurance (EI) benefits will be paid while the Member is subject to a waiting period before receiving EI benefits, payments equivalent to ninety-five percent (95%) of the Member's salary for the rank which the Member was receiving on the last day worked prior to the commencement of the adoption leave.
 - c. The Member may elect to make application for Employment Insurance (EI) for one of the following:

1. The standard rate of parental benefits as 55% (or a maximum determined by Service Canada) for up to thirty-five (35) weeks; or
 2. Extended parental leave benefits at 33% (or a maximum determined by Service Canada) for up to sixty-three (63) weeks.
- ii)** Following the EI waiting period, the Member will be paid up to a maximum of fourteen (14) additional weeks, less the EI waiting period, payments equivalent to the difference between the sum of weekly EI benefits at the standard rate of fifty-five percent (55%) and ninety-five percent (95%) of the actual salary for the rank which the Member was receiving on the last day prior to the commencement of the adoption leave.
- iii)** Where both parents are Members of the University, only one paid adoption leave, in total, will be granted.
- viii)** On returning from adoption leave, the Member will be placed in the Member's former position or in a position equivalent to the Member's former position. For Limited-term Appointments, non-permanent Academic Librarians and Archivists, and non-permanent Full-time Instructors, consideration of the end date of the contract will be given in reference to this clause.
- iv)** For the duration of the Adoption Leave, the Employer will continue to pay its portion of the group benefit costs unless the Member has advised the Employer in writing that they do not wish to make the required Member contributions.
- v)** If additional leave is required, the Member may request unpaid leave or utilize their accumulated vacation entitlement if it does not contravene Article 36.12.
- vi)** A Member is entitled to a leave of absence for sixty-three (63) weeks. After fourteen (14) weeks, the Member will not receive pay from the Employer. The Employer will continue to pay its portion of the group benefit costs unless the Member has advised the Employer in writing that they do not wish to make the required Member contribution.

(e) General Provisions

- i)** Pregnancy, parental and adoption leave will count as time worked when calculating items such as sabbatical entitlement, years of tenure, promotion and service for the Nipissing University Pension Plan.

- ii) In view of the fact that the leaves may reduce the Member's time for research and other duties and hence place the Member 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.

36.11 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.

36.12 Annual Vacation Leave

(a) Tenured, Tenure-Track and Limited-Term Appointments

All faculty 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:

- i) 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;
- ii) the vacation leave will not interfere with assigned teaching, or any other scheduled duties; and
- iii) 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.

(b) Academic Librarians, Archivists and Full-time Instructors

- i) Academic Librarians, Archivists and Full-time Instructors who are employed on a twelve (12) month appointment will be entitled to an annual vacation leave of twenty-two (22) working days. A Member may take the annual vacation leave or any part thereof at any time(s), provided that:
 - a. the Member notifies the Dean or Executive Director of Library Services in advance of each vacation period. In the absence of such notification, the Member will be deemed to have taken their allotted vacation days 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.
- ii) Full-time Instructors, Academic Librarians and Archivists employed on appointments of less than twelve (12) months will receive vacation pay in lieu of vacation time as outlined in the Employment Standards Act.
- iii) Members designated as Academic Librarians or Archivists as of the date of the signing of this Agreement are covered under Appendix O.

36.13 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.

36.14 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, and in the case of faculty Members, 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 Article 36.14(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 37: RESIGNATION AND RETIREMENT

37.1 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.

37.2 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 38: INTELLECTUAL PROPERTY

38.1 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 Employer 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.

38.2 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 the Member's sole discretion and the Member's 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 the Member at least one (1) month prior to the date of making such application.
- (c) A Member at the Member's 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 the Member chooses to transfer the ownership rights to the University. The University is not obligated to enter into any such agreement with a Member.

38.3 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 the Member's sole discretion and the Member's 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 38.3(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 38.3(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.

38.4 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 38.4, Members will be responsible for ensuring compliance with any applicable law addressing the collection and dissemination of personal information.

38.5 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.

38.6 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.

38.7 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 38.3). The Association will have access to information under the University's control required to verify compliance with this Article.

38.8 Member or Former Member Death and Transfer of Rights

When a Member or former Member dies, the Member's estate will retain all the Member's 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.

38.9 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 40.7[c]), the arbitrator will be appointed in accordance with Article 40.8, with the addition that the arbitrator should be qualified by education and training to rule on the particular matter under dispute, and the arbitrator will agree that the decision will be delivered in writing within sixty (60) days of the completion of the hearing, unless the parties agree otherwise.

ARTICLE 39: GRANTS AND CONTRACTS FOR RESEARCH AND CREATIVE ACTIVITY

- 39.1 (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 Employer agrees to administer the grant or contract.
- (c)** Ordinary consulting contracts are not regulated by this Article.
- 39.2** Where a contract calls for the performance of work on Employer premises, the contract will be between Nipissing University and the funding agent.

39.3 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.

39.4 Grants and Contracts Not Administered by the Employer

- (a) In the case of a grant not administered by the Employer, the provisions of Article 18.5 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 39.1(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 39.4(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 the Member's research in a manner that complies with University research policies and procedures and Article 17.3(b).

39.5 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 the grantee 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 40: GRIEVANCES AND ARBITRATION

- 40.1 (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 themselves of these procedures.
- 40.2 (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.
- 40.3** All communications that are required by this Article to be in writing will be circulated or delivered by e-mail 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.
- 40.4** 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.
- 40.5 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) Employer Grievance: An Employer 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.

40.6 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.

40.7 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 40.7(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.

40.8 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.

40.9 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.

40.10 Association Grievances

Association Grievances will follow the procedures beginning with Article 40.7 (a)(ii).

40.11 Employer Grievances

- (a) Step 1 of an Employer Grievance will be in writing and will set forth the information listed in Article 40.7(a)(ii), except 40.7(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 Employer 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 40.7(b)(ii).

40.12 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.

40.13 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.

40.14 Expenses

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

40.15 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 41: INVESTIGATIONS AND DISCIPLINE

41.1 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.

41.2 The parties will make reasonable efforts to encourage resolution. At the first instance of the creation of a written record of the matter, an investigation commences.

41.3 Types of Disciplinary Measures

- (a) Disciplinary measures will be signed by the appropriate Dean, Executive Director of Library Services or the Provost and 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 must be sent to the President of the Association.
- (c) Suspension with or without pay is the act of relieving a Member of some or all University duties for cause without the Member's 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.

41.4 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 in writing, and simultaneously inform the President of the Association in writing, 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; the written communication will inform the Member that the President of the Association has been informed of the investigation and will inform the Member of the Member's right to seek advice from the Association;
 - 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, and simultaneously the President of the Association, in writing, 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, and simultaneously the President of the Association, in writing 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.

41.5 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 the Member's 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 the right to respond to the disciplinary measure should the Member 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.

41.6 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.

41.7 Grieving Disciplinary Measures

- (a)** All disciplinary measures are grievable. In all cases, the burden of proof is upon the Employer.
- (b)** Article 40.14 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, the Member will have the right to maintain a portion of the benefits at the Member's expense. The Member reserves the right to reclaim any amounts so disbursed if the grievance is upheld.

41.8 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.

41.9 In the case of a warning, reprimand, or suspension with or without pay, all communications related to the disciplinary measure will be placed in the Member's Official File. Any communications relating to disciplinary measures will be removed from a Member's Official File after a period of forty-eight (48) months from the date of the infraction provided that no subsequent infractions have occurred within that period. However, all records of any investigation undertaken in accordance with Article 41.4 will be destroyed within one week of the parties agreeing that the complaint has not been substantiated.

41.10 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 Employer will facilitate access to specific research facilities by the Member or a mutually acceptable designate in order to minimize any such risk.

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

ARTICLE 42: CHAIRS, DIRECTORS AND GRADUATE PROGRAM COORDINATORS

42.1 Chairs and Directors

A Chair or a Director will be elected in every academic unit.

42.2 Election of Chairs, Directors and Graduate Program Coordinators

Chairs, Directors, and Graduate Program Coordinators will be elected by Members of their academic unit according to the following process:

- (a)** By February 28 in the final year of a Chair's, Director's, or Graduate Program Coordinator's term, the Dean will issue a call for nominations. Any Member of the academic unit may nominate one or more tenured or tenure-track Members of the academic unit. A Member cannot self-nominate. The deadline for nominations is March 31. If more than one candidate is nominated for the position, an election will be held and the votes will be counted per this Article.
- (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, Directors and Graduate Program Coordinators 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 per the CASBU Collective Agreement Article 18.4; however, no CASBU Member can be obliged to participate in the voting process.
- (d)** Voting by secret ballot will begin at the meeting called by the Dean and continue over a period of three (3) working days. The Dean's Office will distribute, collect and count the ballots during the election with the volunteer chair of the meeting per Article 42.2 (b) and the Dean confirming the count. Members may vote in person or by e-mail to the Dean's Office. The candidate who receives most votes cast in the election will be proclaimed Chair, Director or Graduate Program Coordinator as appropriate, in a confirmation e-mail from the Dean to the Members of the academic unit. In cases where the vote results in a tie, there will be (a) subsequent election(s) until one Member is elected. The vote count will remain confidential. The Chair's, Director's or Graduate Program Coordinator's term will commence July 1.

- (e) In the event that no tenured or tenure track candidate is willing to stand for election, the Dean may appoint from the Membership an interim Chair, Director or Graduate Program Coordinator by April 30 for a term of one (1) year (July 1 to June 30). During the interim appointment of a Chair, Director or Graduate Program Coordinator, the Dean may either initiate an external search process for a tenured or tenure-track appointment per Article 19 for the Chair, Director or Graduate Program Coordinator, or re-initiate the nomination process for an elected Chair, Director or Graduate Program Coordinator per Article 42.2.
- (f) Both the Association and the Employer 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.

42.3 Removal of Chairs, Directors or Graduate Program Coordinators

The parties agree that Chairs, Directors or Graduate Program Coordinators elected pursuant to and in accordance with Article 42.2 should be removed only in extraordinary circumstances. The process for the removal of a Chair, Director, or Graduate Program Coordinator is as follows:

- (a) At least two eligible voting Members of the academic unit must express their concerns in a signed letter to the appropriate Dean; or the Dean must express concerns in a signed letter to the Provost.
- (b) Within five (5) working days of receipt of the letter(s), the Dean or Provost will provide the Chair, Director or Graduate Program Coordinator with a copy of the signed letter(s).
- (c) Within fifteen (15) working days, the Dean will 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, Director or Graduate Program Coordinator will be invited to respond freely and without restriction.
- (d) Once the views of those who have participated in the process as described above have been heard, the Dean will conduct a vote regarding the continuation of the Chair, Director or Graduate Program Coordinator with the assistance of a volunteer from the academic unit who is not the Chair, Director or Graduate Program Coordinator. Voting by secret ballot will begin at the meeting called by the Dean and continue over a period of three (3) working days. An employee in the Dean's Office will distribute the ballots. Members may vote in person or by e-mail to the designated employee in the Dean's Office. The Dean and the volunteer from the academic unit will count the ballots and confirm the result in writing to the academic unit. The vote count will remain confidential.
- (e) As a result of this process, the Chair, Director or Graduate Program Coordinator will be removed only if a majority of votes cast are in favour of removal.

- (f) If the Chair, Director or Graduate Program Coordinator 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 42.2(d). Procedures for this election will follow Articles 42.2(a) to 42.2(f), and will replicate their time frames, in order to elect or appoint an interim Chair, Director or Graduate Program Coordinator to complete the interrupted term.
- (g) Following removal, a Chair, Director or Graduate Program Coordinator will continue as a Member in the academic unit to which the Member was originally appointed.

42.4 Resignation of Chairs, Directors or Graduate Program Coordinators

- (a) A Chair, Director, or Graduate Program Coordinator may resign at any time.
- (b) Any Chair, Director or Graduate Program Coordinator who resigns the position 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, Director or Graduate Program, Coordinator's resignation.
- (c) The Dean will follow the process for nominations and electing a new Chair, Director or Graduate Program Coordinator per Article 42.3(f). If the circumstances that caused a Chair, Director or Graduate Program Coordinator 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, Director or Graduate Program Coordinator who resigns.
- (d) Unless circumstances do not permit, a Chair, Director or Graduate Program Coordinator who resigns will provide at least two (2) weeks' notice of resignation and will assist in the transition to a new Chair, Director or Graduate Program Coordinator.

42.5 Length of Term for Chairs, Directors and Graduate Program Coordinators

- (a) The term for Chairs, Directors, and Graduate Program Coordinators is three (3) years. After completing the term, the Chair, Director or Graduate Program Coordinator will continue as a Member of the academic unit to which the Member was originally appointed.
- (b) Chair, Directors or Graduate Program Coordinators may be re-elected following the election process outlined in Article 42.2, beginning with the Dean issuing a call for nominations.

42.6 Duties of Chairs and Directors

The duties of a Chair and Director are to:

- (a)** Provide academic leadership in the following areas:
 - i)** updating, revising and developing programs;
 - ii)** mentoring Members in their teaching and research careers; and
 - iii)** fostering an environment of excellence in teaching and research in the academic unit.
- (b)** Work with and assist the Dean in the orderly, effective and efficient operation of the academic unit, including informing the Dean of faculty needs;
- (c)** Practice collegial decision-making, including observing Senate regulations; calling and organizing meetings of the academic unit; ensure CASBU Members are informed of unit meetings and facilitate CASBU Members' participation (per the CASBU Collective Agreement Article 18.4) 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;
- (d)** Represent the academic unit's interests in administrative matters. In cases where Members are divided on a particular matter, the Chair or Director will, after appropriate discussion at a meeting, represent the majority view of the academic unit;
- (e)** Inform Members of the relevant business conducted and decisions made at meetings where the Chair or Director represents the academic unit, and ensures effective communication both within the academic unit and with other relevant academic units;
- (f)** Provide input to the Dean on the annual budget for all programs and operations housed in the academic unit;
- (g)** Provide leadership in the development of proposals for curricula and academic regulations for programs housed in the academic unit;
- (h)** Submit the academic unit's Annual Academic Plan to the Dean;
- (i)** Work with and assist the Provost and the Dean while preparing the required documentation for reviews (e.g. IQAP) of all programs in the academic unit, while involving the academic unit in the review process;

- (j) 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 28.7;
- (k) Serve on Search Committees in the academic unit for academic positions and relevant staff positions as prescribed by the Collective Agreement;
- (l) 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;
- (m) Provide direction to non-academic staff in the academic unit as required by the Dean;
- (n) 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 or Director's status as a Member of the Bargaining Unit;
- (o) Administer budgets for the academic unit under the supervision of the Dean; and
- (p) Prior to commencing their duties and annually thereafter, all Chairs and Directors must attend a one-day training session coordinated by the Human Resources Department with respect to the duties and responsibilities of Chairs and Directors.

42.7 Additional Duties of Directors

- (a) Liaise with appropriate external associations and engage the academic unit in ensuring proper accreditations for the programs are gained and maintained.
- (b) Represent the academic unit's interests in administrative matters including associations external to the University (for example, but not limited to, community organizations). 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 academic unit;
- (c) Work with and assist the Provost and the Dean in preparing the required documentation for reviews (e.g. IQAP and Accreditation) of all programs in the academic unit, while involving the academic unit in the review process.

42.8 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.

ARTICLE 43: COURSE PLANNING PROCESS

- 43.1** 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.
- 43.2** By November 7 of each year, Chairs and Directors will submit to the appropriate Dean the draft loading sheets.
- 43.3** By November 30 of each year, the Dean, in consultation with the Chairs and/or Directors, will review the draft loading sheets to ensure that all program and student requirements are met. After November 30, the Dean will send the draft loading sheets to the Registrar's Office for review.
- 43.4** 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.
- 43.5** By January 20 of each year, Chairs and Directors will re-submit draft loading sheets to the Dean.
- 43.6** 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.
- 43.7** After January 31 of each year, a course timetable will be prepared by the Registrar using the loading sheets.
- 43.8** For the Spring/Summer term, the draft timetable will be completed by mid-February.
- 43.9** For the Fall/Winter undergraduate and graduate timetables (excluding Schulich School of Education), the draft timetable will be completed by late April.
- 43.10** For the Schulich School of Education, the draft timetable will be completed by early July.

- 43.11** Excluding Members in the Schulich School of Education, any change in a Member's schedule after June 1 will take place in consultation with the Member and only as a result of changes in circumstances which could not reasonably have been foreseen at the time the schedule was finalized.
- 43.12** For the Schulich School of Education, any change in a Member's schedule after July 15 will take place in consultation with the Member and only as a result of changes in circumstances which could not reasonably have been foreseen at the time the schedule was finalized.
- 43.13** While every reasonable effort will be made to keep to the deadline dates noted in this Article 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 the Member's 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 the Member 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 the Member's original discipline retains a full right of first refusal for any opening in the Member's 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 the Member's selection for lay-off, the Member will do so under the grievance and arbitration provisions of Article 40 with the exception that the grievance will commence with the Provost, per Article 40.7(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 the Member is qualified only with the Member's 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 the 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 dependents 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** The Collective Agreement will be binding and remain in effect from the date of ratification to April 30, 2022, except where expressly identified within this Agreement.
- 49.2** If the parties have not ratified a new collective agreement on or before April 30, 2022, 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 FULL-TIME ACADEMIC STAFF BARGAINING UNIT (FASBU) FROM THE ONTARIO LABOUR RELATIONS BOARD CERTIFICATE ISSUED JANUARY 13, 1994, WITH CLARITY NOTES

All full-time academic staff, academic librarians, archivists, and full-time instructors employed by Nipissing University in the City of North Bay, in the District of Nipissing, save and except faculty employed by Nipissing University on leave from or on secondment from another university or other employer, and those listed below.

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.

Clarity Note 3: The Employer and the Association agree that all academic staff, academic librarians, archivists, and full-time instructors employed by Nipissing University shall be Members of the Association, save and except all Executive Administrators and others as outlined below.

1. The President and any and all Vice-Presidents (including Vice-Presidents, Associate Vice-Presidents, Assistant Vice-Presidents, etc.);
2. The Deans (including Deans, Associate Deans, and Assistant Deans, etc.);
3. The Registrar (including Associate Registrars, Assistant Registrars, etc.);
4. The Directors of non-academic, administrative units (including Executive Director of Library Services, Director of Finance, Director of Technology Services, Director of Human Resources, etc.);
5. Any administrative positions reporting directly to the following Executive Administrators: the President, Provost and Vice-President Academic and Research, Vice-President Finance and Administration, the Deans, and Associate Deans.
6. Any other position(s) having access to confidential information related to labour relations or who have managerial authority over members of the Association.

By mutual agreement, confirmed in writing, exceptions may be made to the above exclusion list.

APPENDIX B

ARBITRATORS PURSUANT TO ARTICLE 40.8

Kevin Burkett

Louisa Davie

Brian Etherington

Michelle Flaherty

Eli Gedalof

William Kaplan

Paula Knopf

Pamela Picher

Larry Steinberg

APPENDIX C (i)

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2019

| Steps | Professor | Associate | Assistant | Lecturer |
|-----------------|------------------|------------------|------------------|-----------------|
| Base | \$120,596 | \$99,420 | \$76,947 | \$59,277 |
| 1 | \$124,396 | \$102,533 | \$79,859 | \$61,779 |
| 2 | \$128,196 | \$105,646 | \$82,771 | \$64,281 |
| 3 | \$131,996 | \$108,759 | \$85,683 | \$66,783 |
| 4 | \$135,796 | \$111,872 | \$88,595 | \$69,285 |
| 5 | \$139,596 | \$114,985 | \$91,507 | \$71,787 |
| 6 | \$143,396 | \$118,098 | \$94,419 | \$74,289 |
| 7 | \$147,196 | \$121,211 | \$97,331 | \$76,791 |
| 8 | \$150,996 | \$124,324 | \$100,243 | \$79,293 |
| 9 | \$154,796 | \$127,437 | \$103,155 | \$81,795 |
| 10 | \$158,596 | \$130,550 | \$106,067 | \$84,297 |
| 11 | \$162,396 | \$133,663 | \$108,979 | \$86,799 |
| 12 | \$166,196 | \$136,776 | \$111,891 | |
| 13 | \$169,996 | \$139,889 | \$114,803 | |
| 14 | \$173,796 | \$143,002 | | |
| Jl | \$174,296 | \$143,502 | \$115,303 | \$87,299 |
| Increment Value | \$3,800 | \$3,113 | \$2,912 | \$2,502 |

Scale Adjustment on May 1, 2019 = 1%

APPENDIX C (ii)

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2020

| Steps | Professor | Associate | Assistant | Lecturer |
|-----------------|------------------|------------------|------------------|-----------------|
| Base | \$121,802 | \$100,415 | \$77,716 | \$59,870 |
| 1 | \$125,640 | \$103,559 | \$80,657 | \$62,397 |
| 2 | \$129,478 | \$106,703 | \$83,598 | \$64,924 |
| 3 | \$133,316 | \$109,847 | \$86,539 | \$67,451 |
| 4 | \$137,154 | \$112,991 | \$89,480 | \$69,978 |
| 5 | \$140,992 | \$116,135 | \$92,421 | \$72,505 |
| 6 | \$144,830 | \$119,279 | \$95,362 | \$75,032 |
| 7 | \$148,668 | \$122,423 | \$98,303 | \$77,559 |
| 8 | \$152,506 | \$125,567 | \$101,244 | \$80,086 |
| 9 | \$156,344 | \$128,711 | \$104,185 | \$82,613 |
| 10 | \$160,182 | \$131,855 | \$107,126 | \$85,140 |
| 11 | \$164,020 | \$134,999 | \$110,067 | \$87,667 |
| 12 | \$167,858 | \$138,143 | \$113,008 | |
| 13 | \$171,696 | \$141,287 | \$115,949 | |
| 14 | \$175,534 | \$144,431 | | |
| Jl | \$176,034 | \$144,931 | \$116,449 | \$88,167 |
| Increment Value | \$3,838 | \$3,144 | \$2,941 | \$2,527 |

Scale Adjustment on May 1, 2020 = 1%

APPENDIX C (iii)

FACULTY SALARY SCALE EFFECTIVE MAY 1, 2021

| Steps | Professor | Associate | Assistant | Lecturer |
|-----------------|------------------|------------------|------------------|-----------------|
| Base | \$123,020 | \$101,419 | \$78,493 | \$60,468 |
| 1 | \$126,896 | \$104,594 | \$81,463 | \$63,020 |
| 2 | \$130,772 | \$107,769 | \$84,433 | \$65,572 |
| 3 | \$134,648 | \$110,944 | \$87,403 | \$68,124 |
| 4 | \$138,524 | \$114,119 | \$90,373 | \$70,676 |
| 5 | \$142,400 | \$117,294 | \$93,343 | \$73,228 |
| 6 | \$146,276 | \$120,469 | \$96,313 | \$75,780 |
| 7 | \$150,152 | \$123,644 | \$99,283 | \$78,332 |
| 8 | \$154,028 | \$126,819 | \$102,253 | \$80,884 |
| 9 | \$157,904 | \$129,994 | \$105,223 | \$83,436 |
| 10 | \$161,780 | \$133,169 | \$108,193 | \$85,988 |
| 11 | \$165,656 | \$136,344 | \$111,163 | \$88,540 |
| 12 | \$169,532 | \$139,519 | \$114,133 | |
| 13 | \$173,408 | \$142,694 | \$117,103 | |
| 14 | \$177,284 | \$145,869 | | |
| Jl | \$177,784 | \$146,369 | \$117,603 | \$89,040 |
| Increment Value | \$3,876 | \$3,175 | \$2,970 | \$2,552 |

| |
|--------------------------------------|
| Scale Adjustment on May 1, 2021 = 1% |
|--------------------------------------|

APPENDIX D

ACADEMIC LIBRARIANS AND ARCHIVISTS SALARY SCALE

| Steps | May 1, 2019 | May 1, 2020 | May 1, 2021 |
|--------------|--------------------|--------------------|--------------------|
| 1 | \$60,738 | \$61,346 | \$61,959 |
| 2 | \$63,016 | \$63,647 | \$64,283 |
| 3 | \$65,294 | \$65,948 | \$66,607 |
| 4 | \$67,572 | \$68,249 | \$68,931 |
| 5 | \$69,850 | \$70,550 | \$71,255 |
| 6 | \$72,128 | \$72,851 | \$73,579 |
| 7 | \$74,406 | \$75,152 | \$75,903 |
| 8 | \$76,684 | \$77,453 | \$78,227 |
| 9 | | \$79,754 | \$80,551 |
| | | | |
| Increment | \$2,278 | \$2,301 | \$2,324 |

APPENDIX E

FULL-TIME INSTRUCTORS SALARY SCALE

| | May 1, 2019 | | May 1, 2020 | | May 1, 2021 | |
|------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|
| | 12-month contract | 10-month contract | 12-month contract | 10-month contract | 12-month contract | 10-month contract |
| Base | \$50,084 | \$41,736 | \$50,585 | \$42,154 | \$51,091 | \$42,575 |
| Steps | | | | | | |
| 1 | \$52,131 | \$43,442 | \$52,652 | \$43,876 | \$53,179 | \$44,315 |
| 2 | \$54,178 | \$45,148 | \$54,719 | \$45,599 | \$55,267 | \$46,055 |
| 3 | \$56,225 | \$46,854 | \$56,786 | \$47,321 | \$57,355 | \$47,795 |
| 4 | \$58,272 | \$48,560 | \$58,853 | \$49,044 | \$59,443 | \$49,535 |
| 5 | \$60,319 | \$50,266 | \$60,920 | \$50,766 | \$61,531 | \$51,275 |
| 6 | \$62,366 | \$51,972 | \$62,987 | \$52,489 | \$63,619 | \$53,015 |
| 7 | \$64,413 | \$53,677 | \$65,054 | \$54,211 | \$65,707 | \$54,755 |
| 8 | \$66,460 | \$55,383 | \$67,121 | \$55,934 | \$67,795 | \$56,495 |
| 9 | \$68,507 | \$57,089 | \$69,188 | \$57,656 | \$69,883 | \$58,235 |
| 10 | \$70,554 | \$58,795 | \$71,255 | \$59,379 | \$71,971 | \$59,975 |
| 11 | \$72,601 | \$60,501 | \$73,322 | \$61,101 | \$74,059 | \$61,715 |
| 12 | \$74,648 | \$62,207 | \$75,389 | \$62,824 | \$76,147 | \$63,455 |
| 13 | | | \$77,456 | \$64,546 | \$78,235 | \$65,195 |
| | | | | | | |
| Increment | \$2,047 | \$1,706 | \$2,067 | \$1,723 | \$2,088 | \$1,740 |

APPENDIX F

LIST OF DESIGNATED SPECIAL COURSES

Special courses do not form part of the core curriculum for a degree in any discipline.

This list will be updated as necessary, through the JCAA.

ACAD 1501

ACAD 1601

COSC 1901

COSC 1902

ENGL 1551

ENGL 1552

FREN 1006

MATH 1911

MATH 1912

UNIV 1011

UNIV 2011

APPENDIX G (i)

ANNUAL REPORT FOR FACULTY

To be completed by Faculty Member pursuant to Article 18.7.

To be submitted to the Dean by June 30 of each year.

A. General Information:

| | |
|--|--|
| Date: | |
| Name: | |
| School/Department:: | |
| Rank as of July 1: | |
| Year in Review: July 1 - to June 30 | |

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. Updated Curriculum Vitae

D. Personal Statement (optional)

Signature of Member

Date

APPENDIX G (ii)

ANNUAL REPORT FOR ACADEMIC LIBRARIANS AND ARCHIVISTS

To be completed by Academic Librarian or Archivist pursuant to Article 22.7.

To be submitted to the Executive Director of Library Services by June 30 of each year.

A. General Information:

| | |
|--|--|
| Date: | |
| Name: | |
| Position: | |
| Year in Review: July 1 - to June 30 | |

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

1. Professional Practice (80%)
2. Scholarly Activities, Professional Activities, and/or Innovative Practice (10%)
3. Service to the University Community, the Professional Community, and/or the Community at Large (10%)

C. Updated Curriculum Vitae

D. Personal Statement (Optional)

Signature of Member

Date

APPENDIX G (iii)

ANNUAL REPORT FOR FULL-TIME INSTRUCTORS

To be completed annually by permanent Full-Time Instructor pursuant to Article 23.

To be submitted to the Dean by June 30 of each year.

A. General Information:

| | |
|-------------------------------------|--|
| Date: | |
| Name: | |
| School/Department: | |
| Position: | |
| Year in Review: July 1 – June 30 | |

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

1. Teaching
2. Professional Practice

C. Updated Curriculum Vitae

D. Personal Statement (optional)

Signature of Member

Date

APPENDIX H (i)

INITIAL REVIEW FORM FOR ACADEMIC LIBRARIANS AND ARCHIVISTS

Date: _____

A) The Review Committee

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

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

1. The Executive Director of Library Services (or designate):

2. The Provost and Vice-President, Academic & Research (or designate):

B) The Review

This review is based on the requirements outlined in Article 22 of this Agreement.

In the opinion of the Review Committee, the Academic Librarian's or Archivist's performance is:

1. **Satisfactory** - the Member may be granted a continuing appointment; or
2. **Probationary** - the Member may be granted a second probationary appointment of the same duration with explicit instructions for improvements as needed; or
3. **Unsatisfactory** - the Member's employment will terminate at the end of the probationary period.

C) The Recommendation of the Review Committee

_____ It is the opinion of the undersigned that the performance of the duties outlined in Article 22 is **satisfactory** and that the probationary Academic Librarian/Archivist should be offered a permanent appointment.

_____ It is the opinion of the undersigned that the performance of the duties outlined in Article 22 requires improvement and that the Academic Librarian/Archivist should be offered a second **probationary** appointment of the same duration as their initial probationary appointment with explicit instructions for improvement(s) as needed.

_____ It is the opinion of the undersigned that the performance of the duties outlined in Article 22 is **unsatisfactory** with no foreseeable chance of improvement and that the employment of the Academic Librarian/Archivist should terminate at the end of the probationary period.

Please print and sign your names below:

Executive Director, Library Services
(or designate)

Date

Provost (or designate)

Date

APPENDIX H (ii)

INITIAL REVIEW FORM FOR FULL-TIME INSTRUCTORS

Date: _____

A) The Review Committee

The following is a review of _____ who has been a FASBU Member for ____ year(s) in the department/school of _____.

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

1. The Dean (or designate):

_____ in consultation with

2. The Chair or Director:

B) The Review

This review is based on Article 23 of this Agreement.

In the opinion of the Review Committee, the Full-time Instructor's performance is:

1. **Satisfactory** - the Member may be granted a continuing appointment; or
2. **Probationary** - the Member may be granted a second probationary appointment of the same duration with explicit instructions for improvements as needed; or
3. **Unsatisfactory** - the Member's employment will terminate at the end of the probationary period.

C) The Recommendation of the Review Committee

_____ It is the opinion of the undersigned that the teaching and professional practice of the probationary Full-time instructor being reviewed are **satisfactory** and that the probationary Full-time instructor should be offered a permanent appointment as outlined in Article 23.

_____ It is the opinion of the undersigned that aspects of the probationary Full-time Instructor's teaching and professional practice are considered **probationary**, as outlined above, and that the probationary Full-time Instructor should be offered an appointment extension of the same duration as their probationary Full-time appointment during which these aspects can be addressed and improved as outlined in Article 23.

_____ It is the opinion of the undersigned that the probationary Full-time Instructor's teaching and professionalism are **unsatisfactory** with no foreseeable chance of improvement and that the probationary Full-time Instructor should not be offered a permanent appointment as outlined in Article 23.

Please print and sign your names below:

Dean (or designate)

Date

Chair or Director

Date

APPENDIX I

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:
E-mail:

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

Books Edited

Date Title and publication information

Articles in Refereed Journals & Refereed Book Chapters

Date Title and publication information

Book Chapters

Date Title and publication information

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

APPENDIX J

TENURE AND PROMOTION FORMS

- 1. Letter of Request for External Reference**
- 2. Letter with Documentation for External Referee**
- 3. Reminder to External Referee prior to the Deadline**
- 4. Reminder to External Referee after the Deadline**
- 5. Form for Granting/Not Granting access to the Member's Dossier and File for Purposes of Tenure and Promotion**
- 6. Ballots for Tenure**
- 7. Ballots for Promotion**
- 8. Written Recommendation for Tenure**
- 9. Written Recommendation for Promotion**
- 10. Confidentiality Agreement**

1. LETTER OF REQUEST FOR EXTERNAL REFERENCE

Date:

Dear _____

(Prof / Dr) (candidate's name), an *(Assistant) (Associate)* Professor in the *(Faculty / Department / School of _____)*, has applied for *(tenure) (and) (promotion to) (Associate Professor) (Professor)* at Nipissing University. Your name has been suggested as an arms-length referee to assist us in our deliberations. External referees make a vital contribution to the process, and I hope you will be able to assist us by serving as a referee in this case. We would require your input into our deliberations by September 1 .

If you cannot conduct an arms-length evaluation, we ask that you decline this invitation. Arms-length referees are those who are not the candidate's family members; have not served as a graduate or postdoctoral research supervisor for the candidate; have not collaborated in any meaningful way with the candidate on research, scholarly and/or creative activities (for example, through co-authorship or joint grant proposals); and do not hold an academic appointment at Nipissing University. You may have met the candidate at a conference, you and the candidate may know people in common, and you may be familiar with each other's works.

You should be aware that the provisions of the Collective Agreement require that the complete contents of your letter of reference will be made available to the candidate, though your authorship will be concealed from the candidate by removing all identifying information. In the unlikely event that the application proceeded to arbitration, your identity may become known to the candidate.

If you are willing and able to act as an arms-length referee in this case, could you please advise me by e-mail at *(e-mail address)* no later than July 25. Upon confirmation from you, I will forward to you copies of *(Prof / Dr) (candidate's name)*'s dossier and teaching evaluations as well as Article 26 (Tenure and Promotion) of the Collective Agreement.

If for any reason you are unable to serve as a referee, I would be grateful if you would let me know as soon as possible so that alternative arrangements can be made.

Thank you for considering this matter.

Sincerely Yours,

[*name*]

Dean of the Faculty of _____

c.c. [*candidate's name*]

2. LETTER WITH DOCUMENTATION FOR EXTERNAL REFEREE

Date:

Dear _____

Thank you for agreeing to act as an external referee in (*Prof / Dr*) (*candidate's name*)'s application for (*tenure*) (*and*) (*promotion to*) (*Associate Professor*) (*Professor*). As I previously indicated to you, we will require your input into our deliberations by September 1.

I would also remind you that the provisions of the Collective Agreement require that the complete contents of your letter of reference will be made available to the candidate, though your authorship will be concealed by removing all identifying information. In order to assist us in this process, we request that the first page consist only of identifying information (your name, title, employer, address, signature, and university letterhead). Begin the second page with **Letter of Reference for (*name of candidate*)**. The first page will be removed, and the remaining text of the letter will be copied and provided to the candidate. In the unlikely event that the application proceeded to arbitration, your identity may become known to the candidate.

I am enclosing the following documentation to assist you in developing your evaluation of the candidate:

- (1) a copy of the Collective Agreement between Nipissing University and the Nipissing University Faculty Association. In particular, you should review the relevant categories and criteria for tenure or promotion listed in Article 26: Tenure and Promotion;
- (2) the candidate's dossier, which includes the candidate's *Statement of the Case for Tenure or Promotion*, a curriculum vitae, as well as comprehensive information on the candidates teaching; research, scholarly and/or creative activities; and service; and
- (3) copies of the candidate's teaching evaluations and the candidate's response to these evaluations, if any.

Of the categories to be evaluated, we ask that you focus primarily on the candidate's research, scholarly and/or creative activities. In your evaluation, please include detailed comments on the quality, originality and significance of the candidate's works as well as the candidate's productivity. We are, of course, not restricting you from commenting on any other aspects of the candidate's abilities, including teaching and service; indeed, we would appreciate you doing so, especially for applications for tenure, keeping in mind the context of Nipissing University as a small, primarily liberal arts university.

Your final determination of whether the candidate has, in your view, met the expectations for (*tenure and/or promotion*) is of considerable importance to us. Please ensure your evaluation contains a detailed account of your reasoning regardless of your decision. It is critically important for our committees to have as much explanatory reasoning from peers as possible. Finally, your evaluation needs to be based only on an assessment of

the materials submitted, in accordance with the relevant criteria in the Collective Agreement. For cases where the candidate is applying for Professor, national and international reputation is one of the key criteria. It can be determined both by the dossier as well as other evidence, including your personal knowledge and awareness of the candidate's standing and reputation in the field.

The enclosed material is confidential. Please do not share it or discuss it with anyone, or use it for any purpose other than this evaluation. After completing your evaluation, we ask that you destroy the dossier. However, you are welcome to keep any publications (whether "stand alone" or "bound" works, which may be removed from the dossier).

If you require further clarification on any matter, please e-mail me rather than telephone since the substance of any communication with you regarding this matter will be disclosed to the candidate.

Thank you for your assistance in this matter.

Sincerely Yours,

[name]

Dean of the Faculty of _____

c.c. [candidate's name]

3. REMINDER LETTER TO EXTERNAL REFEREE PRIOR TO THE DEADLINE

Date:

Dear _____

I am writing you regarding your evaluation of *Prof / Dr (candidate's name)*. As you know, we requested that you submit your evaluation to us by September 1. As that date is fast approaching, I am writing to give you a friendly reminder of the deadline date and to express my hope that you will be in a position to give us your views by that time. If you anticipate any delays in providing us with the evaluation, please advise me at your earliest opportunity.

Thank you for your assistance in this matter.

Sincerely Yours,

[name]

Dean of the Faculty of _____

c.c. [candidate's name]

4. REMINDER LETTER TO EXTERNAL REFEREE AFTER THE DEADLINE

Date:

Dear _____

I am writing you regarding your evaluation of *Prof / Dr (candidate's name)*. As you know, we requested that you submit your evaluation to us by September 1. As that date has passed, I am writing to request that you provide us with your evaluation as soon as possible.

Your views in this matter are of considerable importance to us and our deliberations on the candidate's application will be incomplete unless we have your input. If you anticipate any significant delay in providing us with the requested evaluation, please advise me at your earliest opportunity.

Thank you for your assistance and your urgent attention to this matter.

Sincerely Yours,

[*name*]

Dean of the Faculty of [*name*]

c.c. [*candidate's name*]

5. FORM FOR GRANTING / NOT GRANTING ACCESS TO THE MEMBER'S DOSSIER AND FILE FOR PURPOSES OF TENURE AND / OR PROMOTION

Name (print):

Please place your initials next to one of the following options and sign at the bottom of the form.

YES

____ Pursuant to the Collective Agreement agreed between Nipissing University and the Nipissing University Faculty Association, for the purpose of tenure and promotion decisions, I grant permission for my file to be consulted when required over the next five years by the members of the Tenure and Promotion – Committee, the members of the University Review Appeals Committee, the President of the University, the President of the Association or designate, and the members of the University Review Appeals Board. I understand that, at the appropriate time, my file will be disposed of pursuant to Article 26.34.

NO

____ I do not grant permission to evaluators for tenure and promotion to have access to my file. I understand that, at the appropriate time, my file will be disposed of pursuant to Article 26.34.

Signature

Date

Please return this form to the office of the Provost and Vice-President, Academic and Research, by July 5.

Please make a copy of the completed form for your records.

6.TENURE BALLOTS FOR TENURE AND PROMOTION COMMITTEE

TENURE – PRELIMINARY BALLOT

Name of Candidate: _____

Faculty: _____

Based on the motion before the Committee, indicate your recommendation by selecting one of the following options:

Tenure is granted

Tenure is denied

If a motion to be granted tenure is adopted unanimously after a preliminary ballot, that ballot will be deemed to be the final ballot.

TENURE – FINAL BALLOT

Name of Candidate: _____

Faculty: _____

Based on the motion before the Committee, indicate your recommendation by selecting one of the following options:

Tenure is granted

Tenure is denied

Where a motion to grant tenure is not adopted unanimously on the preliminary ballot, after further deliberation, a final ballot will be held. A final ballot is also held after a negative preliminary ballot and only after the candidate has had an opportunity to respond.

DEFERRAL OF TENURE BALLOT

Name of Candidate: _____

Faculty: _____

Based on the motion before the Committee, indicate your recommendation by selecting one of the following options:

Tenure is deferred

Tenure is not deferred

Where a motion to defer tenure is denied on the final ballot, after further deliberation, a ballot on deferral of tenure will be held.

7.PROMOTION BALLOTS FOR TENURE AND PROMOTION COMMITTEE

PROMOTION – PRELIMINARY BALLOT

Name of Candidate: _____

Faculty: _____

Based on the motion before the Committee, indicate your recommendation by selecting one of the following options:

Promotion is granted

Promotion is denied

If a motion to be granted promotion is adopted unanimously after a preliminary ballot, that ballot will be deemed to be the final ballot.

PROMOTION – FINAL BALLOT

Name of Candidate: _____

Faculty: _____

Based on the motion before the Committee, indicate your recommendation by selecting one of the following options:

Promotion is granted

Promotion is denied

Where a motion to grant promotion is not adopted unanimously on the preliminary ballot, after further deliberation, a final ballot will be held. A final ballot is also held after a negative preliminary ballot and only after the candidate has had an opportunity to respond.

8. TENURE WRITTEN RECOMMENDATION FORM

**TO BE COMPLETED BY THE CHAIR
OF
TENURE AND PROMOTION COMMITTEE (TPC)**

Name of Candidate: _____

Faculty: _____

Based on the evaluation of Committee members, and given the application(s) and the motion(s) before the Committee, the vote was as follows (enter "for" / "against" numbers):

- Tenure is granted (___ / ___) Tenure is denied (___ / ___)
 Tenure is deferred (___ / ___) Tenure is not deferred (___ / ___)

Evaluation of the Candidate

The Committee will state its evaluation of the candidate's achievements in each of the following three categories, expressing the Committee's judgment of their quality, originality and significance. The evaluation should address the relevant criteria for **tenure** found in *Article 26: Tenure and Promotion* of this Collective Agreement between Nipissing University and the Nipissing University Faculty Association. The evaluation will clearly state the reasons for the Committee's recommendation(s), including reasons for dissenting votes.

Note: The Chair will use as much space as necessary in completing the evaluation under the subsections listed below.

1. Evaluation of the Candidate's Teaching:

2. Evaluation of the Candidate's Research, Scholarly and/or Creative Activities:

3. Evaluation of the Candidate's Service:

4. Final Remarks (optional):

We the undersigned members of the Committee agree that this evaluation summary is an accurate reflection of the opinions of the Committee, including dissenting views.

We further agree that, to the best of our knowledge, the Committee followed all procedures properly in determining its recommendation.

Chair: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

9.PROMOTION WRITTEN RECOMMENDATION FORM

**TO BE COMPLETED BY THE CHAIR
OF
TENURE AND PROMOTION COMMITTEE (TPC)**

Name of Candidate: _____

Faculty: _____

Application for (check one):

Promotion to Associate Professor

Promotion to Professor

Based on the evaluation of Committee members, and given the application(s) and the motion(s) before the Committee, the vote was as follows (enter "for" / "against" numbers):

Promotion is granted (___ / ___)

Promotion is denied (___ / ___)

Evaluation of the Candidate

The Committee will state its evaluation of the candidate's achievements in each of the following three categories, expressing the Committee's judgment of their quality, originality and significance. The evaluation should address the relevant criteria for **promotion** found in *Article 26: Tenure and Promotion* of this Collective Agreement between Nipissing University and the Nipissing University Faculty Association. The evaluation will clearly state the reasons for the Committee's recommendation(s), including reasons for dissenting votes.

Note: The Chair will use as much space as necessary in completing the evaluation under the subsections listed below.

1. Evaluation of the Candidate's Teaching:

2. Evaluation of the Candidate's Research, Scholarly and/or Creative Activities:

3. Evaluation of the Candidate's Service:

4. Final Remarks (optional):

We the undersigned members of the Committee agree that this evaluation summary is an accurate reflection of the opinions of the Committee, including dissenting views.

We further agree that, to the best of our knowledge, the Committee followed all procedures properly in determining its recommendation.

Chair: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

Member: _____
Name (print) Signature Date

10.CONFIDENTIALITY AGREEMENT FOR TPC MEMBERS

My signature below indicates that I have read **Article 26: Tenure and Promotion** in the Collective Agreement between Nipissing University and Nipissing University Faculty Association and agree to abide by the procedures and rules for the operation of the Tenure and Promotion Committee (TPC).

I understand and agree to abide by the strict confidentiality of the files and the deliberations for all tenure and promotion applications.

TPC Member (Print Name)

TPC Member (Signature)

Date

APPENDIX K

LETTER OF AGREEMENT

GROUP INSURANCE BENEFITS

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

APPENDIX L

LETTER OF AGREEMENT

LIMITED-TERM APPOINTMENTS

The parties agree that during the term of the 2019-2022 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 M

LETTER OF AGREEMENT

PHASED RETIREMENT PROGRAM (PRP)

1. A program for phased retirement will be effective as of the date of ratification of this Collective Agreement. Phased retirement will be available to full-time Members not on reduced workload (per Article 28) 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. 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 the Member's normal pre-program duties as agreed with the Dean and proportionate to the Member's 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 receive a Retiring Allowance equal to eighty percent (80%) 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-five percent (55%) 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 the full entitlement under this section, the balance of the Retiring Allowance shall be paid to the Member's 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 the Member's Retiring Allowance.

- 7. The terms and conditions of the PRP as outlined in the 2015-2019 Collective Agreement will continue to apply to any Member who was in the PRP prior to the date of ratification of this Collective Agreement.

APPENDIX N

LETTER OF AGREEMENT

NIPISSING UNIVERSITY PENSION PLAN (ARTICLE 33)

The parties agree to discuss and explore affordable alternatives regarding, or to, the Nipissing University Pension Plan. This work will be undertaken by the Pension and Benefits Committee with representation from all employee groups who may be impacted by potential change(s) to the current plan. This review will commence no more than one hundred and twenty (120) days from the date of ratification of this Collective Agreement and will include possible options for moving to a jointly-sponsored pension plan.

The Pension and Benefits Committee may invite Eckler Actuarial Consultants, who are most familiar with the current Nipissing University pension arrangements, to assist in this analysis.

Any recommendation(s) that result from these discussions will be forwarded to the Board of Governors for consideration with a copy of such recommendations(s) provided to the Nipissing University Faculty Association President.

APPENDIX O

LETTER OF AGREEMENT

GRAND-PARENTING OF CURRENT ACADEMIC LIBRARIANS AND ARCHIVISTS FOR VACATION LEAVE

Members designated as Academic Librarians or Archivists as of the date of the signing of this Agreement will be grand-parented with the vacation leave provisions under which they were originally hired.

Members will have access to vacation leave at the following rate for each completed continuous fiscal year of service (fiscal year is May 1 to April 30). All vacation days must be pre-approved by the Executive Director of Library Services.

| Years of Continuous Service | Monthly Accrual Rate | Maximum Annual Vacation Credit |
|------------------------------------|-----------------------------|---------------------------------------|
| Up to 3 years | 1.92 days | 23 days |
| After 3 years | 2.08 days | 25 days |
| After 5 years | 2.25 days | 27 days |
| After 8 years | 2.50 days | 30 days |
| After 10 years | 2.92 days | 35 days |

Note: Vacation credits allotted on May 1 of each year are those earned in the preceding year - e.g. vacation allocated on May 1, 2019, is that which is earned from May 1, 2018, to April 30, 2019.

For the portion of the year worked before May 1 in the first year of employment, and for the year when a change in the rate of vacation credit accumulation occurs, vacations will be calculated as follows: One year is to be taken from the date of employment and one month is to be any calendar month in which at least ten (10) days were worked. Vacation days will be calculated to the nearest whole day, not to exceed the total allowed in one fiscal year.

Vacation must be taken on or after May 1 but no later than April 30 of the fiscal year following that in which it was earned. Members shall be allowed to carry a maximum of ten (10) days of vacation forward to the next fiscal year. In exceptional circumstances the Member will consult with the Executive Director of Library Services, who will consider a Member's request to carry over unused vacation days in excess of the maximum ten (10) days permitted by this Article. Unused vacation time that is not carried over will not be redeemable for its monetary value.

Members may borrow a maximum of five (5) vacation days from the next fiscal year, provided that all days borrowed are accrued before they are taken.

APPENDIX P

LETTER OF AGREEMENT

GRAND-PARENTING OF CURRENT FULL-TIME INSTRUCTORS FOR COMPENSATION OF PRE-PACKAGED COURSES

The parties agree that the Full-time Instructors in the Full-time Academic Staff Bargaining Unit on the date of ratification of this Collective Agreement (October 30, 2019), when assigned to teach pre-packaged courses as part of their workload (including overload) will be paid an additional \$60 per student per half course for each student exceeding forty (40) students. This applies only to these grand-parented Full-time Instructors and does not apply to any other Member in the Bargaining Unit.

APPENDIX Q

LETTER OF AGREEMENT

GRADUATE CHAIR IN EDUCATION

The parties agree that the current Graduate Chair in Education will be grand-parented for the remainder of the current term (ending June 30, 2021), following which the Schulich School of Education graduate programs will have Graduate Program Coordinators.

APPENDIX R

LETTER OF AGREEMENT

DEVELOPMENT OF THE ASSESSMENT OF THE TEACHING AND THE LEARNING ENVIRONMENT

The Employer and the Association shall establish a joint committee to examine Student Opinion Surveys (SOS) and the assessment of teaching and of the learning environment. The Committee shall review the current survey instrument and its use for both FASBU and CASBU Members. The Committee will also consider best practices in this area and may examine alternative options for the assessment of teaching.

The Committee shall be struck within ninety (90) days of ratification of the Collective Agreements. The Employer and the Association will each appoint four (4) representatives to comprise the eight (8) person Committee. The Committee will be jointly chaired by an Employer representative (chosen by the Employer) and an Association representative (chosen by the Association).

The Committee shall provide a written report with any recommendations to the Joint Committee for the Administration of the Agreements (JCAA) within twelve (12) months of the Committee being struck, unless the Employer and the Association agree to additional time.

During the period between ratification of the FASBU Agreement and the implementation of changes, the language in Article 27 will apply for FASBU Members.

THIS COLLECTIVE AGREEMENT

SIGNED AT NORTH BAY

this ____ day of May 2020.

**NIPISSING UNIVERSITY
FACULTY ASSOCIATION**

NIPISSING UNIVERSITY

Jane Barker, Chief Negotiator

Arja Vainio-Mattila, Chief Negotiator

Rhiannon Don, Co-Chief Negotiator

Cheryl Sutton

Todd Horton

Carole Richardson

Dean Hay

Jenny Mackie

Natalya Brown

Joseph Boivin

Corina Irwin

Laura Rossi