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## **THE AGREEMENT**

### **ARTICLE 0.1 - TITLE AND LANGUAGE OF THE COLLECTIVE AGREEMENT**

1. The official title of this Agreement shall be "The Collective Agreement between the Ontario Public Service Employees Union and its Northern Ontario School of Medicine Local 677 Unit 1 and the Board of Directors of the Northern Ontario School of Medicine".
2. An English version of the Collective Agreement agreed by the Parties shall be official and definitive. Both Parties agree to use only the official version in any proceedings arising out of the Collective Agreement.

### **ARTICLE 0.2 - DEFINITIONS**

**Academic Council:**

Academic Council of the NOSM

**Academic Rank:**

The classification of a Member who has an appointment as one of the following: Lecturer; Assistant Professor; Associate Professor; or Professor; or Lecturer, Interprofessional Education (Lecturer IPE); or a Librarian of Rank I, II, III, IV

**Academic Year:**

The twelve (12) month period commencing July 1 and ending June 30 of any given year

**Administrative Post:**

A part-time or full-time administrative post being an Assistant Dean, Director, Phase Coordinator, Theme Coordinator, Theme Chair, Team Leader, Student Assessment and Promotion Committee (SAPC) Chair, or any other administrative post as agreed between the Parties

**Agreement:**

This Collective Agreement between the Union and the Board including any collateral agreements agreed to by the Parties during the term of the Collective Agreement and all letters of Understanding or Memorandums of Agreement incorporated by reference in the Agreement

**Associate Dean:**

The Associate Dean of the Northern Ontario School of Medicine with responsibility for a given area or the Associate Dean's Designate.

**CAUT:**

Canadian Association of University Teachers

**CID:**

Curriculum Instructional Designer

**Designate:**

Is a person expressly designated to act on behalf of another in certain matters.

**Dean:**

The Dean and CEO of NOSM, or the Dean's designate

**Director of Health Sciences Library:**

The person in charge of the Health Sciences Library (also known as the Library)

**Employer or Board:**

The Board of Directors of the Northern Ontario School of Medicine, or its designate

**FPC:**

Faculty Personnel Committee

**Joint Senate:**

Joint Senate Committee for the NOSM duly constituted by both Senates of Laurentian and Lakehead Universities

**Lakehead University:**

As created by the Lakehead University Act (1965) as may be amended from time to time

**LAO:**

Learner Affairs Officer

**Laurentian University:**

As created by the Laurentian University of Sudbury Act (1960) and has been and may be amended from time to time

**Learners:**

Undergraduate, graduate and post graduate students including post graduate medical residents who are also known as residents.

**Librarians:**

Professional Librarians and Professional Archivists

**LPC:**

Library Personnel Committee

**Member:**

A person included in the Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board, dated January 30, 2006 (#3031-05-R) as amended by the OLRB and/or by agreement of the Parties

**NOSM:**

Northern Ontario School of Medicine

**NOSMFSA:**

The Northern Ontario School of Medicine Faculty and Staff Association, to which the Union is associated

**OCUFA:**

Ontario Confederation of University Faculty Associations

**OLRA:**

Ontario Labour Relations Act

**OLRB:**

Ontario Labour Relations Board

**OPSEU:**

Ontario Public Service Employees Union

**Part-time Faculty:**

Faculty whose work responsibilities do not exceed 50% of a normal full-time workload

**Parties:**

The Board of Directors of the Northern Ontario School of Medicine and the Ontario Public Service Employees Union and its Northern Ontario School of Medicine Local 677 Unit 1

**Physician:**

A member of the medical profession entitled to practice in Ontario and employed in a professional capacity

**Professional Staff Rank:**

The classification of a Member who has an appointment as one of the following: Learner Affairs Officer; Senior Learner Affairs Officer; Assistant Curriculum Instructional Designer; Curriculum Instruction Designer; Assistant Database Administrator; Database Administrator; Senior Professional Staff

**PTR:**

Progress-Through-The-Rank(s)-Increment

**Research Chair:**

An academic appointment that is funded from government, public, private, and/or endowed funds

**School:**

The Northern Ontario School of Medicine

**UME:**

Undergraduate Medical Education

**Union:**

The Ontario Public Service Employees Union and its Northern Ontario School of Medicine Local 677 Unit 1, certified to be the exclusive Bargaining Agent for the Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board dated January 30, 2006 (# 3031-05-R) as may be amended by the OLRB and/or by agreement of the Parties

**Union President:**

President of OPSEU NOSM Local 677 Unit 1 (also known as OPSEU NOSM Local 677 Vice President, Unit 1)

**Unit:**

A Unit of academic or professional activity such as a Division (e.g. Medical Sciences, Human Sciences, Clinical Sciences) or an Office (e.g. Office of Learner Affairs, Undergraduate Medical Education); or a Centre or a Network (e.g. Health Sciences Library also known as the Library)

**University Degree:** It is understood that degrees must be conferred by a recognized university.

**Working Day:**

For the purpose of timelines (e.g. grievance and arbitration) Monday to Friday inclusive but excluding recognized holidays as per Article 3.1 (Recognized Holidays)

**ARTICLE 0.3 - COPIES**

1. The Parties will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the Parties agree should be distributed. Each Party shall produce at its own cost sufficient copies of the master draft agreement for ratification purposes.
2. Subsequent to ratification, the Parties will cooperate in any technical editing still required. This process shall not delay implementation or signing of the Agreement. Within ninety (90) days of the completion of technical editing by the Parties, the Board shall provide, at no charge, each Member with one (1) copy of the final version, and further, shall provide the Union with ten (10) copies for its own use. The Board shall

issue a copy of the Agreement to each new appointee, who has not already received one at the time of appointment.

3. The Board shall publish a copy of this Agreement and any approved amendments to this Agreement on the School's website and provide the Union with a copy of this Agreement and any approved amendments to this Agreement in a format accessible by computer.

## **RELATIONS BETWEEN THE UNION AND THE BOARD**

### **ARTICLE 1.1 - PURPOSE OF THE AGREEMENT**

1. To set forth terms and conditions relating to employment, remuneration and benefits;
2. To maintain a harmonious relationship between the Union and the Board by providing amicable means for settling differences which may arise between them from time to time;
3. To promote academic freedom and to advance teaching, scholarship and research in the School;
4. To advance intellectual, social, moral and physical development and the betterment of society;
5. To foster a working environment that enables Members to achieve the objects and purposes of the School;
6. To encourage the efficient and responsible conduct of the life and work of the School.

### **ARTICLE 1.2 - THE OBJECTS AND PURPOSES OF THE SCHOOL OF MEDICINE**

The objects and purposes of the School have been set out by the Academic Council and as of the date of ratification of this Agreement were as follows:

To work under the auspices of Lakehead University of Thunder Bay and Laurentian University of Sudbury, to establish, operate and maintain a Medical School which is responsive to the needs of the people of Northern Ontario and other regions of Canada for the purposes of:

1. Providing undergraduate and post-graduate medical education programs with a primary focus on those programs that are innovative and responsive to the individual needs of learners and to the healthcare needs of the people of Northern Ontario;
2. Advancing the highest quality of medical learning, teaching, research and professionalism;

3. Contributing to the advancement of medical education and healthcare services in Northern Ontario and in the Ontario, Canadian and global contexts with particular focus on the unique healthcare needs of the people who live in the communities of Northern Ontario and other northern regions of Canada; and
4. Facilitating learner appreciation of the opportunities for quality educational and professional medical careers in rural and northern regions of Ontario with a focus on Northern Ontario and its communities' healthcare needs.

### **ARTICLE 1.3 - ACADEMIC FREEDOM**

1. The common good of society depends upon the search for knowledge and its free exposition. Academic Freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without deference to prescribed doctrine. Academic Freedom does not require neutrality on the part of the individual; on the contrary, Academic Freedom makes commitment to a position or course of action possible.
2. The School is dedicated to the pursuit and dissemination of knowledge. Its members enjoy certain rights and privileges essential to these twin objectives. Central among these rights and privileges is the freedom within the law to pursue what in their opinion are fruitful avenues of inquiry, to teach and to learn in an environment unhindered by external or non-academic constraints, and to engage in full and unrestricted consideration of any opinion. This freedom extends to Members and to all who are invited to participate in its activities. The Board and Members are deemed to recognize this fundamental principle and are deemed to share responsibility for its support, its safeguard and its preservation. Behaviour obstructing free and full discussion of ideas which are safe and accepted and those which may be unpopular or abhorrent threatens the integrity of the School and shall not be tolerated.
3. Suppression of Academic Freedom will prevent the School from carrying out its primary functions. In particular, as an autonomous institution the Board shall shield and protect Members from any efforts by the state or its agents, the officers of the Board or its agents, its members, private individuals, corporations and other entities to limit or suppress Academic Freedom.
4. The Board is committed to protecting the Integrity of Research, to abiding by ethical principles in all its research and to prohibiting conflicts of interest arising from relationships between researchers and third parties from affecting research.
5. With respect to risks associated with research involving human subjects, all contracts, protocols or investigator agreements for industrial sponsorship shall be deemed to provide that investigators shall not be prevented by the sponsor or anyone else from informing participants in the study, Members of the research group,

physicians administering the treatment, research ethics boards, regulatory agencies and the scientific community, and the public of risks to participants or threats to the public interest that the investigators identify during the research. These provisions also apply to any risks from a treatment so identified following the conclusion of a trial if there are patients being administered the treatment in a non-trial setting. The term "risk" includes but is not limited to the inefficacy of the treatment and direct safety concerns.

6. All research contracts and all protocols or investigator agreements for sponsorship of clinical or other trials or for participation in trials shall reproduce this Article 1.3 (Academic Freedom).
7. The School is an open environment for the pursuit of scholarly work. Academic Freedom and critical inquiry depend on the communication of the findings and results of intellectual investigation. The Board shall not interfere with a Member's freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted research ethics boards.
8. The Board shall expect and encourage each Member to participate in, and contribute new ideas to, the promotion of the objectives of the School. Furthermore, it shall respect the right of each Member to disagree with academic or administrative decisions. However, criticism of, or advocacy of, changes in the policies, programs or administrative practices of the School shall be in the proper academic tradition of reasonable discussion.
  - 8.1 The principle and practice of collegial governance supports the exercise of Academic Freedom within the School. Members are entitled to have representatives on and to participate in School collegial governing bodies such as Academic Council and its Committees and Subcommittees, as well as the Divisions and Units, and in accordance with their role in the fulfillment of the School's academic and educational mission. The Parties understand that section 8.1 does not guarantee Member seats on Academic Council Committees and Subcommittees whose mandate is outside of their duties.
9. Members have the right to freedom of expression, including the right to criticize the government of the day, the administration of the School, or the Union.
10. Members have the freedom to exercise professional judgment in the acquisition of materials, and in ensuring that these materials are freely accessible to all for bona fide teaching and research purposes, no matter how controversial these materials may be.
11. Librarian Members have the right and responsibility to make knowledge, ideas, and information freely available, no matter how controversial, without deference to prescribed doctrine or institutional censorship. Academic freedom also ensures the Member's right to disseminate the results of their research and to express their

professional opinion freely and publicly, without Board penalty for exercising that freedom.

#### **ARTICLE 1.4 - NO DISCRIMINATION**

- 1.1 The Board recognizes the need to provide an environment free from discrimination, including bullying.
- 1.2 The Union shall observe and assist in the implementation of rules adopted to protect Members and the School against discrimination.
- 1.3 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Member in regard to salaries, rank, appointment, promotion, tenure, reappointment, dismissal, leaves, fringe benefits, or any other matter arising from this Agreement, by reason of age (except for retirement as provided for in this Agreement or by legislation), race, language (except where the lack of language competence would clearly prevent carrying out the required duties), creed, colour, ancestry, ethnic or cultural background, national origin, political or religious affiliation or belief, sex, sexual orientation, gender identity, gender expression, marital status, family relationship, personal or social life style or behaviour, record of offences, by reason of the Member's membership or non-membership in the Union, nor by reason of the Member's activity or non-activity in the Union, clerical or lay status, handicap or disability including physical handicap (except for such distinction, exclusion, limitation or protection as may meet the criteria of a bona fide occupational requirement). The Parties agree, however, that no Members or person acting as an officer of the Board shall take part in formal discussions or vote with respect to the determination of any term or condition of employment of a member of their immediate family.
- 1.4 The Parties acknowledge their respective obligations to accommodate the medical restrictions of Members with disabilities.
- 1.5 The choice of the most competent person for the post as described in a formally approved job description or a formally approved advertisement will not constitute discrimination.
- 1.6 In the case of the evaluation of candidates for appointment, renewal, tenure and promotion, the criteria adopted must not systematically discriminate against members of designated groups and shall be periodically reviewed to ensure that work done predominantly by members of designated groups is not undervalued.
- 1.7 This Article shall not preclude any action that has as its object the equitable representation of designated employment equity target groups throughout the academic community.

- 1.8 The protection from discrimination includes the protection from retaliation on any of the above identified protected grounds against a Member for their having taken action either as a complainant or griever, or for assisting a complainant or griever in taking action, or for acting as a witness or advocate on behalf of a Member in a legal or other proceeding to obtain a remedy for a breach of a non-discrimination clause.
- 1.9 Policy(ies), practice(s) or act(s) which create(s), intentionally or unintentionally, a sustained negative working climate which can reasonably be attributed to any of the prohibited grounds in section 1.3 will be considered discrimination.
2. Accommodation of Members with Disabilities:
  - 2.1 The Parties agree that accommodation means any adjustment in the terms and conditions of employment or the physical environment which may be required as a result of a Member's physical or mental disability, whether permanent or temporary. Such accommodation shall be reasonable and limited only by undue hardship on the Board or other Members.
  - 2.2. Members with a physical or mental disability (permanent or temporary) have the right to accommodation, including modification of an existing accommodation. Accommodation shall entail any necessary adjustments to physical workspace and modification of any aspect of a Member's workload or accepted work practices. Such accommodation may also include, but is not limited to, modification of merit assessment and of the time requirements for tenure/permanency and promotion decisions.
  - 2.3. The duty to accommodate is a joint responsibility, but not necessarily an equal one. It is the Board's duty to investigate the accommodation options. All reasonable measures shall be considered up to the point of undue hardship. The Member shall, to the extent reasonable in the circumstances, cooperate with the Board and the Union in development of the accommodation plan. Where the Member is, or reasonably appears to be, suffering from a mental disability, the duty on both the Board and the Member shall adjust in order to accommodate the particular needs of the Member who may not be able to effectively participate in development of the accommodation plan to the same degree as individuals suffering from some physical disabilities.
  - 2.4 No discrimination, interference, restriction or coercion, shall be exercised by reason of physical or mental disability, illness or incapacity except as may reasonably be imposed in good faith to meet the bona fide occupational requirement of employment, once accommodation of such disability, illness, or incapacity has been provided.
  - 2.5 For the purposes of determining what limitations may reasonably be imposed in good faith to meet the bona fide occupational requirements of employment, every Member is entitled to individual consideration, and past or present disability, illness or incapacity shall be considered only to the extent that it demonstrably affects the

Member's current ability to meet the bona fide occupational requirements of employment.

- 2.6 The report of the Member's treating physician, or registered mental health professional that the Member has a disability requiring accommodation shall be accepted as verification of the disabling condition and need for accommodation.
- 2.7 Upon request of the Member or upon consent of the Member (or in response by Member to a Board offer where the Board has taken the initiative), the Administration and the Member shall negotiate an accommodation plan in consultation with the Faculty Union. In doing so, the Parties may consult jointly with individuals having appropriate expertise.
- 2.8 The Member may be required by an Associate Dean to undergo a medical examination by a legally qualified medical practitioner appointed by the Board with the following provisions;
  - a) The Board shall pay all costs of the medical practitioner and shall pay all reasonable expenses incurred by the Member with respect to such medical examination.
  - b) The Board shall notify the Member with a copy to the Union and it shall provide the Member with the names of three (3) duly qualified medical practitioners and the Member shall select one of those practitioners to conduct the examination.
  - c) The medical practitioner who conducts the examination shall provide a report to the Member, with a copy to an Associate Dean and the Union, which report shall certify whether or not the Member is medically able to perform the duties of their position, or whether the Member could perform such duties with accommodation; a prognosis for the Member's return to work; and, where applicable, whether or not accommodation requested by the Member is appropriate. The report shall not contain any diagnosis of the Member's condition, unless the Member, in consultation with the Union, requests that the diagnosis be included.
  - d) The request for a second medical opinion as per section 2.8 shall in no way interrupt the accommodation provided for as per Article section 2.6 and section 2.7.
- 2.9 No individual Member shall be singled out for adverse effect in any way as a result of costs associated with the Board's obligation to accommodate Members with disabilities.
- 2.10 No Member shall be subjected to retaliation or reprisal for taking action to obtain accommodation for him/herself or any other person, including acting as an advocate or a witness in any proceeding resulting from an accommodation request or complaint.

## ARTICLE 1.5 - NO HARASSMENT OR BULLYING

1. The Board will maintain Discrimination and Harassment Procedures and a Discrimination Harassment Policy for the life of this Agreement, subject to Article 1.20 (Board Policies). As a clarification to the Members the Policies and Procedures provide the following:

NOSM is committed to the right to work, learn and conduct research in an environment free from prohibited discrimination and harassment consistent with its obligations under the Ontario Human Rights Code. The School will act diligently in accordance with its obligation to create and maintain an environment free from psychological harassment.

NOSM is also committed to vigilance in protecting academic freedom, including the rights of freedoms of expression, inquiry and research and recognizes that academic excellence and academic freedom can only be achieved when there is freedom to work, teach, research and learn in an environment in which discrimination and harassment are not tolerated.

Periodically the Chief Administrative Officer shall appoint a working group, which will include representatives from Bargaining Units within the School, for the purposes of reviewing the policy and procedure and its operation and submitting recommendations for change.

Nothing in the policy will limit or amend the provisions of any Collective Agreement in force at NOSM.

If the complainant and/or respondent are governed by a Collective Agreement, any and all actions shall be taken in accordance with its terms, including remedies and disciplinary actions where applicable.

Nothing in the policy shall be construed to remove any rights to appeal or rights to grieve that members of the NOSM community have independent of the policy or to remove any rights to take action against NOSM or members of the NOSM community in other processes within or outside the School.

All letters from the Board to Member(s) pertaining to the application of the Discrimination and Harassment Procedures and Discrimination Harassment Policy shall be immediately copied and sent to the Union. Files will be retained as per the Board's Discrimination and Harassment Policy.

2. The Parties furthermore agree that psychological harassment is not the normal exercise of academic freedom provided that academic freedom is not exercised in a

discriminatory, humiliating or abusive manner that serves no legitimate work or academic related purpose.

## **ARTICLE 1.6 - WORKING ENVIRONMENT**

1. The Board acknowledges its responsibility to provide and maintain facilities, services and general working conditions, which support the effective discharge by Members of their responsibilities. The Board will determine by consideration of the financial resources of the School, the manner in which and the level at which facilities and services are provided to Members. The Board will provide, in a fair and equitable manner, at least a securable sufficient office (private in the case of Faculty and LAOs), ergonomically appropriate office furniture, and will maintain reasonable levels of working space, administrative and other support services, including telephones, a computer, printing, scanning, duplicating, library services, technical services, and lab space if required. In the case of Librarians the Board shall make every reasonable effort to provide each Member with a private office. The Board agrees that the sharing of offices by Librarians is undesirable and undertakes to remedy any shared office situation as soon as practicably possible. The Board agrees that Faculty shall have access to learner email lists, as required and online curriculum materials. The Board will provide keys to Members so that they have twenty-four (24) hour, seven (7) day per week, access to their offices, labs, mailboxes, and any other rooms necessary for the fulfillment of their responsibilities, including all NOSM classrooms and NOSM meeting rooms.
2. Reasonable photocopying, printing, video conferencing and telephone use by Members in the course of discharging their teaching and service responsibilities will be free of charge. Photocopying, printing and long distance telephone use for scholarship that exceeds reasonable, normal, day-to-day use will be discussed in advance with immediate supervisors. If the intended use is related to an externally funded research project the immediate supervisor will make arrangements with the Member for a reasonable cost recovery to the School from the external funding.
3. Information Technology (IT) Fund

As of July 1, 2015, three (3) years from the last date that a Member received a new NOSM computer and every three (3) years thereafter, each Member shall be provided with one thousand and five hundred dollars (\$1500) of Information Technology Funds to purchase a computer system of the Member's choosing, provided the system is compatible with NOSM information system, understanding that any additional amount required for the purchase will come from other sources already available to the Member. The Board agrees to provide each Member with a working connection to the network and a shared network printer/copier as well as the standard NOSM computer software. It is understood that 'computer system' is defined as a computer and associated equipment which may include but is not necessarily limited to a keyboard, external monitor, mouse, and port replicator.

In each case all the equipment shall be maintained without charge to the Members, provided the Member purchases a three (3) years manufacturer's warranty and the computer system conforms to the list of NOSM standard issue hardware issued in April of each year. Currently this list includes Dell and/or Apple computers. If an ergonomic assessment specifies a specific change to existing equipment the item(s) shall be provided by the Board.

If a Member's primary computer ceases to function adequately and cannot be restored to normal function as determined by TIMS, the Board shall provide one thousand and five hundred dollars (\$1500) in Information Technology funds for the Member to purchase a replacement computer system of the Member's choosing.

- 3.1 The Parties acknowledge the importance of information technology in the performance of Member responsibilities. Selection of information technology that learners are required to use shall be part of the collegial governance process of the School, as outlined in Article 1.3 section 8.1, prior to implementation.

The Board agrees to provide Members with access to the information technology that Members need to perform their non-research duties when the information technology required is additional to the "NOSM standard computer and software".

- 3.2 The Parties agree that Members may select, purchase through their own funds (internal or external), and use information technology, including hardware and software, that is not supported by the Board, that enables them to fulfill their responsibilities. In cases in which the Board agrees to support information technology that is not supported by the Board the immediate supervisor may make arrangements with the Member for reasonable cost recovery to the School from the Member's own funds.

When Members purchase their own hardware/software that differs from the primary computer purchased from the IT fund and standard software provided by the Board and use NOSM's network they shall comply with the following provisions:

- a) Information technology found to be malicious, affecting the network, or unsafe will be disconnected from the network as follows:
- (i) The "CIO" or designate will contact the owner of the hardware/software to ask them to discuss and resolve the issue in a timely fashion. Contact shall include calling the Member at their office phone and sending an email to the Member's NOSM email address.
  - (ii) If unable to contact the owner and if the matter is urgent as a result of a significant adverse effect on the overall network performance, technology will take steps to disconnect the information technology from the network, up to

and including physically disconnecting the machine from the network, no matter where it is within NOSM.

- b) Hardware/software that differs from the primary computer purchased from the IT fund and standard software provided by the Board and is on NOSM's network that is not supported by TIMS must be maintained by the Member. This would include both virus protection updates and operating system patching. Information technology not complying with this clause and causing undesirable behavior within NOSM's network will be dealt with as described in a) above.

It is understood that NOSM Members, in the course of the performance of Member responsibilities and duties, may draw heavily on the network for resources for particular activities which are consistent with the Objects and Purposes of the School such as research projects. This shall not constitute "undesirable, harmful, unsafe or malicious" use of the network and will not be considered a use that "affects overall network performance" unless it unreasonably impedes the basic operations of the School. In that case, the School reserves the right to schedule access to ensure continuation of the basic operations of the School.

- 4. On an annual basis all Members, including retirees, upon request, will be supplied with a photo identification library card at no cost to them except if they require a replacement for a lost card. A Member who retires or resigns may purchase the computer and/or other equipment that had been provided by the Board for the current market value.
- 5. Members with a temporary or long-term disability or pregnant Members shall be entitled upon request to a designated parking space as close as reasonably possible to their office.
- 6. Privacy and Campus Surveillance
  - 6.1 The Parties agree that Members have a right to privacy in their personal and professional communications and files, whether on paper or in an electronic form.
  - 6.2 The Parties agree to safeguard, as far as reasonably possible, the privacy of information, whether on paper or in electronic form, that is related to academic research or professional activities, including teaching materials, or is exclusively personal to and in the possession of individual Members. In particular the Board agrees to safeguard, as far as possible, the privacy of Members' office paper files, as well as email communication and computer files, whether stored on Members' computers or the Board's mainframe computer(s) at NOSM or at another location when determined by the Board.

- 6.3 The Parties agree that any type of surveillance, by its very nature, represents an invasion of privacy. Therefore, the Board has an onus to justify the introduction of any type of surveillance devices onto the campuses.
- 6.4 The Parties recognize that the safety of Members, staff, learners and the general public may require the violation of individual privacy through the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots and garages, walkways, building entrances, exits and hallways. Any area subject to such surveillance shall be identified by a posted notice to that effect.
- 6.5 Before surveillance devices are installed, the Board shall seek the advice of the Union and the health and safety committees to determine the necessity of, and the appropriate location for, the placement of such monitoring devices.
- 6.6 Video cameras, audio recorders or other monitoring devices which are used for surveillance purposes shall not be placed in labs or used during teaching in classrooms without the Union's consent. The Union's consent shall not be unreasonably denied. These surveillance devices shall not be placed within a Member's office, or analogous personal work space without the consent of that Member. Any area subject to such surveillance must be identified by a posted notice to that effect.
- 6.7 Information obtained through surveillance devices shall not be used against Members at any time unless such information constitutes evidence of serious or gross misconduct including misconduct that may constitute evidence of criminal acts. In such cases Article 2.11 (Disciplinary Measures other than Dismissal) shall apply. However, in no case shall any discipline through surveillance devices, or facts on which the Board relied on imposing discipline through surveillance devices, be used as part of conversion, renewal, promotion, tenure or reappointment recommendations or decisions save for cases of academic misconduct where the facts bear directly on the merits of the application in which case these facts may be introduced.
- 6.8 Meetings at the Medical School may only be recorded for the purposes of assisting in the production of minutes of the meeting(s) and in such cases there shall be a notice in the meeting papers that shall read "This meeting is being audio recorded for minute taking purposes; once the minutes have been approved the recording will be destroyed." The recording shall be destroyed immediately after the minutes are approved. Such recording(s) shall not be used for any other purpose than to assist in the production of minutes.

## 7 Custody and Control

The Board shall have custody and control of documents in possession of Bargaining Unit Members with respect to the following categories of documents and other items

which may be recognized by the Parties as being under the custody and control of the Board consistent with existing practices, whether in hardcopy or electronic format.

- (i) Administrative duties: documents held by Members acting in an administrative roles and which are related to those administrative, not teaching duties, but excluding any personal notes or annotations;
- (ii) Committees within the School regarding general policies: documents received by a Member acting in the Member's capacity as a members of a Unit, School or University committee when the committee plays an official role in the School, such as the Research Committee but excluding any personal notes or annotations added by the Member;
- (iii) Personnel or peer review committees: documents received or consulted by a Member in the Member's capacity as a members of a Unit, School or University Committee, such as a search committee, personnel committee, excluding any personal notes or annotations added by the Member;
- (iv) Career path and performance evaluation: documents submitted to the School (e.g. to the Personnel Committee, immediate supervisor, Dean) by the Member, such as an application for tenure, promotion, or sabbatical leave. These documents, once sent by a Member to the Board in order to obtain those rights, are in the custody and control of the Board.
- (v) General School communications: documents sent to all Members or a large group of Members, the original is in the custody or control of the Board;
- (vi) Learner Exam Marks and Appeals are in the custody or control of the Board, however draft exams, and annotated copies kept by Members are not in the custody or control of the Board;
- (vii) Exam copies that are submitted to the School by the Member: where exam copies are maintained in a "bank" or are used for accreditation purposes those copies are in the custody and control of the Board (note that the issue of custody and control is separate from the issue of copyright of exam materials, which is not being addressed in this Article);
- (viii) Learner Affairs Officers' Learner case notes and Learner accommodation plans. The Employer shall protect the confidentiality under Article 2.2 section 3.

## **ARTICLE 1.7 - HEALTH, SAFETY AND SECURITY**

1. The Board recognizes its responsibility under the Occupational Health and Safety Act to provide an environment that protects the health, safety and security of Members as they carry out their responsibilities. To that end, the Board agrees:
  - a) to establish and maintain a committee on each campus on health and safety with broad representation drawn from all sectors of the School, including one person on each campus appointed by the Union;
  - b) to act promptly on the recommendations of the committees referred to in (a) to maintain a safe and healthy work environment;
  - c) to ensure that the Union has the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety and security of Members as they carry out their responsibilities; and
  - d) to recognize the right of Members to refuse to work in an unsafe work environment.
2. The Board agrees to provide:
  - a) facilities, supplies, procedures, training and services required by the Occupational Health and Safety Act to protect the health, safety and security of Members as they carry out their responsibilities of employment on the Board's premises; and
  - b) protective equipment whenever such equipment is required by the Act or the regulations pertaining to the Act for the safe performance of the Members' responsibilities of employment.

## **ARTICLE 1.8 - PUBLIC LIABILITY INSURANCE**

1. Subject to the express provisions of the current policy of insurance providing such coverage, the Board shall continue to maintain the present public liability insurance insuring, among others, Members who are acting within the scope of their employment, against liability claims, (including negligence, property damage, personal injury, libel and slander) up to a limit of five million dollars (\$5,000,000).
2. The Union is entitled to receive a copy of the insurance policy upon request. Any changes in this current policy shall be made with the agreement of the Parties.

## ARTICLE 1.9 - EMPLOYMENT EQUITY

1. The Board and the Union recognize the responsibility and the need to promote equity in the employment of women, visible minorities, Aboriginal people, persons with disabilities, persons of any sexual orientation or gender identity and such other groups as may be designated by legislation.
2. Consistent with principles of Employment Equity, the Parties agree that:
  - a) the primary criterion for appointment to positions to the School is academic and/or professional excellence; and
  - b) no candidate shall be recommended who does not meet the criteria for the appointment in question; and
  - c) where two (2) or more applicants are substantially equally qualified as the best candidate and one of these applicants is a member of a designated group, then the applicant who is a member of a designated group shall be recommended for appointment.
3. Consistent with principles of Employment Equity, the Board shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention, and promotion of members of equity seeking groups.
4. Consistent with principles of Employment Equity, the Parties agree that:
  - a) in the evaluation of candidates for appointment, renewal, tenure and promotion, the criteria adopted must not systematically discriminate against members of designated groups and shall be reviewed periodically to ensure that they do not undervalue work which is done predominantly by members of the designated groups; and
  - b) candidates shall not be disadvantaged by reason of minor career interruptions caused by family responsibilities.
5. Appointments and Personnel Committees
  - 5.1 Persons chosen to serve on Appointments Committees for Faculty, Librarian or Professional Staff positions, or on Personnel (Renewal/Reappointment, Tenure/Continuing Appointment and Promotion) Committees, may only carry out such functions after successfully completing a familiarization and training workshop which may take the form of viewing an Employment Equity webcast session that covers the principles, objectives, recent history, best practices, and rules and institutional expectations with respect to Employment Equity. The program of such workshops shall be agreed between the Parties, and shall be reviewed on the

request of either party, with advice if necessary from an advisor on equity agreed by the Parties.

5.2 While all Appointments Committee and Personnel Committee Members shall adhere to the principles of Employment Equity, one (1) member of each such Committee shall be designated as the Equity Representative and shall have explicit responsibility for the Committee adhering to the rules and expected practices that assure equity. The Committee Member charged with this responsibility shall be selected by the Committee, and shall be a person who understands and is sympathetic to the objectives of this Article. If a person with this responsibility has not had additional training the parties shall agree on a program of training, developing it if necessary, and provide such training.

## 6. Appointment Processes

6.1 For the term of this Agreement the Board agrees to utilize search procedures in Units that require an active search for qualified members of equity seeking groups, including the following:

- a) Advertisements shall include the following statement: "The Northern Ontario School of Medicine invites applications from all qualified individuals. NOSM is committed to employment equity and diversity in the workplace and welcomes applications from women, visible minorities, Aboriginal people, persons with disabilities, and persons of any sexual orientation or gender identity."
- b) Advertisements shall be placed as per Article 2.5.s.5 (Appointment and Renewal).
- c) Such other measures as the Board decides to employ after consultation with other appropriate parties and the Union.

6.2 Consistent with the principle that the primary criterion for appointment to positions at the School is academic and professional excellence, the Parties agree that:

- a) when candidates' qualifications are substantially equal and meet the criteria established for the appointment in question, the candidate who is Canadian or a permanent resident of Canada shall be recommended for appointment; and
- b) in order to ensure that the final stages of any appointment competition adequately reflect the diversity of Canadian society, Appointments Committees shall take special care not to eliminate at early stages potentially strong candidates who are women, visible minorities, Aboriginal people or persons with a disability. In selecting applicants who will be invited for interview, search committees shall include the names of any candidate in these groups, who, if the candidate performed very well at the interview, would be viewed as competitive with other interviewed candidates.

## **ARTICLE 1.10 - RECOGNITION OF THE BARGAINING UNIT**

The Board recognizes the Ontario Public Service Employees Union and its Northern Ontario School of Medicine Local 677 Unit 1 as the exclusive Bargaining Agent of the Members of the Bargaining Unit. Until the Parties agree otherwise, and/or the Ontario Labour Relations Board amends the certificate, the Bargaining Unit is defined by the certificate of the Ontario Labour Relations Board dated January 30, 2006 (# 3031-05-R).

This certificate and subsequent amendments, if any, shall be deemed to be incorporated into and become part of this Collective Agreement.

## **ARTICLE 1.11 - RIGHTS AND PRIVILEGES OF THE UNION**

1. The Board agrees to provide the Union with the use of a serviced office, in an academic area of the School on the campus chosen by the Union after consultation with the Board on space that can be made available.
2. The Union shall have access to bulletin boards of reasonable dimensions and the internal postal service of the School. Normal practice of charging for external mail will apply.
3. Authorized representatives of the Union shall be permitted to transact official business of the Union with Members or with official representatives of the Board on the Board's property at any time provided such business shall not interfere with or interrupt normal operations.
4. The Board shall permit the Union to book and use School premises as meeting rooms on the same basis as School users.
5. The Board will allow the Union to use School printing, computer, and audio-visual facilities on the same basis as School users at the same rate as School users subject to availability. The Board will allow the Union to use School telephones with charges for long distance calls paid by the Union.
6. The President of the Union, or someone designated by the President of the Union, and a second Member designated by the President of the Union, shall have observer status at meetings of the Board of Directors. The President of the Union, or someone designated by the President of the Union, shall have observer status at the following bodies in the School: Finance, Audit and Risk Management Committee of the Board of Directors, Joint Senate Committee, Academic Council. The President or someone designated by the President shall receive notice of all meetings and all documentation circulated to members of these bodies, at the same time as members of those bodies and at the email address designated by the Union, except for documentation associated with closed session portions, and shall be entitled to attend all meetings except for closed session portions.

7. Work in any year by Members of the Bargaining Unit on the Union's Executive Committee, the Joint Health and Safety Committees, or other committees or sub-committees shall be considered by the Board as service to the academic community performed by the Member in any year. Such work shall be included in, and covered by, Articles 1.8, 2.1 to and including 2.15 (Public Liability Insurance, Academic and Professional Career).
- a) At the start of negotiations the Board and the Union will negotiate a bargaining protocol which shall include a provision that the Union's bargaining team, to a maximum of four (4) Members, shall be free to attend formal bargaining sessions without any loss of pay or additional duties.
  - b) In an academic year in which the Collective Agreement expires, the School agrees to provide the Union with 2.5 (two point five) teaching credits in the case of Faculty, or a total of fifteen (15) hours per week release from regular duties (without loss of pay or benefits) in the case of Professional Staff, Lecturer IPE Members, and Librarian Members, or a combination thereof, to be distributed at the Union's discretion, with a maximum of 1.5 (one point five) teaching credits/nine (9) hours per Member.

In all other academic years, the School agrees to provide the Union with 2.0 (two point zero) teaching credits in the case of Faculty or a total of twelve (12) hours per week release from regular duties (without the loss of pay or benefits) in the case of Professional Staff and Librarian Members, or a combination thereof, to be distributed at the Union's discretion, with a maximum of 1.5 (one point five) teaching credits/9 hours per Member.

For this Article only, in cases in which there are a combination of Faculty, Professional Staff and Librarians in the distribution, one (1) teaching credit is deemed to be equivalent to six (6) hours per week. The Union shall inform the School of the names of the Members to whom such teaching credits and/or reduction in hourly work, shall be applied as soon as they are elected or appointed and not later than May 15 each year.

- c) The Union has the right to purchase up to an additional one (1) teaching credit, or six (6) hours per week release from regular duties (without loss of pay or benefits) in the case of Professional Librarians or Staff, to be assigned by the Union, with the understanding that the above referred to maximum per Member cannot be exceeded. The Union shall inform the School of the names of the Members to whom such teaching credits and/or reductions in hourly work shall be applied as soon as they are elected or appointed and not later than May 15 each year.
- d) The distribution of teaching credits and/or reductions in hourly work shall take effect on July 1 each year.

8. The President of the Union or someone designated by the President, and one other person elected from amongst a group consisting of the Bargaining Unit and Senior Administrators who are otherwise excluded from the Bargaining Unit but who have the right of reversion to the Bargaining Unit, shall be voting Members of the Pension Committee. The Joint Consultative Committee for the administration of the Agreement shall act as a Joint Benefits Committee.
9. Faculty and Library representatives on the Research Committee shall be elected by the Members of the Bargaining Unit in an election run jointly by the Union's Executive and the Board with terms of two (2) years.
10. If Members of the Bargaining Unit wish to allow their names to stand for election to the OPSEU Provincial Executive Board or the CAUT Executive Board, the Members shall notify the immediate supervisor as soon as possible prior to the election.
  - a) If the Member is elected to an Executive Board, the Member will inform the immediate supervisor and work with the immediate supervisor to ensure that the assigned workload that can no longer be performed by the Member can be performed by others. The Union or CAUT as the case may be will reimburse the School for the replacement costs.
  - b) If the Member is elected as an OPSEU Executive Board Member, the Member will so inform the immediate supervisor and provide to the immediate supervisor the details of a Leave of Absence. A Leave of Absence with pay shall be granted from the Member's place of employment for the period of the term of executive office.

During the term of such Leave of Absence, the Union will reimburse the School for the salary paid to the Member and contribute the School's share of contributions to the NOSM Pension Plan. The Union will make the School's contribution to the NOSM Fringe Benefit plans applicable to the Member's Leave of Absence. The Union will make the School's contribution for Employment Insurance (EI) and Canada Pension Plan (CPP).

On completion of the Member's term of office, the Member may return to employment at NOSM, and service shall be deemed to be continuous for all purposes. Any Leave of Absence extending beyond the initial term of office shall be a matter to be determined between the Parties, and such additional leave shall be subject to the same conditions and terms as prevailed in the initial Leave of Absence.

It is understood that replacement of Members for union leaves created under the provisions of this Article shall be subject to Article 2.5 (Appointment and Renewal).

## ARTICLE 1.12 - FACULTY STATUS

Whereas the Parties recognize the benefits for all concerned of the close integration of the academic staff of the Northern Ontario School of Medicine into the academic community of Laurentian and Lakehead Universities; and whereas the Parties also recognize the need to respect Collective Agreement commitments;

The Parties agree:

1. That all academic staff covered by this Collective Agreement at the Northern Ontario School of Medicine will have their academic rank and tenure status recognized by either or both Laurentian and Lakehead Universities, as long as they are employed by NOSM, and as long as NOSM employs peer-review processes for tenure and promotion applications that are consistent with those negotiated in the Collective Agreements between the Laurentian University Faculty Association and the Board of Governors at Laurentian University and that between the Lakehead University Faculty Association and the Board of Governors at Lakehead University;
2. That this recognition entails normal access to library resources and athletic facilities, as enjoyed by Laurentian and/or Lakehead academic staff;
3. That academic staff covered by this Collective Agreement at the Northern Ontario School of Medicine will have, by virtue of this recognition, no automatic standing within departments of the host Universities, but may apply for cross-appointment in the normal fashion, in order to secure closer working relationships;
4. That such recognition does not make academic staff covered by this Collective Agreement at the Northern Ontario School of Medicine members of the bargaining units of academic staff at Laurentian or Lakehead, unless they are offered work defined in the Collective Agreements between the Laurentian University Faculty Association and the Board of Governors at Laurentian University or between Lakehead University Faculty Association and the Board of Governors at Lakehead University; such work will be compensated according to the Collective Agreement, and the persons performing it will be Members as defined by that Collective Agreement;
5. That such recognition does not make academic staff at Lakehead or Laurentian Universities Members of the OPSEU 677 Unit 1 Bargaining Unit unless they are offered work defined in the Collective Agreement between the Union and the Board when such work will be compensated according to the Collective Agreement, and the persons performing it will be Members as defined in this Collective Agreement;
6. As one of the goals of the recognition of the academic staff at the Northern Ontario School of Medicine is to foster cooperative and collaborative research, it is agreed that the President of the Union or their designate shall be given observer status at meetings of the Research Task Force and shall receive notice of all meetings, all

documentation circulated to members of this group, and shall be entitled to attend and participate in all meetings as an observer;

7. That this recognition applies to all Members of the academic staff of the Northern Ontario School of Medicine, at both the East and West campuses; it seeks to foster all of the normal forms of collaboration, and enables NOSM Faculty to participate in the academic life of Laurentian and Lakehead Universities, including (but not restricted to) research, supervision, library activities, instructional design work, counselor and advisor work, administrative committee work, and, where appropriate, teaching;
8. Where block grants, indirect cost grants and infrastructure grants from the federal granting councils and foundations are made to either Laurentian or Lakehead, and are attributable in part to a formula which includes direct research support to Faculty at NOSM, Faculty at NOSM shall be eligible to apply for research assistance to such funds on the same basis as faculty at Laurentian and Lakehead;
9. In the event of a legal strike or lockout between the Board and the Union, the Parties agree that Academic and/or Professional Staff at Lakehead or Laurentian Universities who are Members of a Faculty Union or Staff Union will not be used as replacement workers, and further, the Parties agree that Bargaining Unit Members will not be used and are not permitted to act as replacement workers at Lakehead or Laurentian in the event of a legal strike or lockout at either University; and further the Parties agree that the provisions of section 7 above are suspended during any legal labour disruption at the University at which there is a legal labour disruption. It is understood by the Parties that those fulfilling preexisting part-time contracts at NOSM shall not be viewed as replacement workers in their own jobs.

#### **ARTICLE 1.13 - UNION SECURITY**

1. The Board agrees to deduct:
  - a) monthly Union dues or an equivalent amount from the salaries (including any and all stipends) of all Members on a monthly basis; and
  - b) any other fees, levies, and assessments which may be authorized in writing to the School by the Union from time to time.
2. The Board shall deduct from the salary of each Member of the Bargaining Unit who obtains an order from the Ontario Labour Relations Board under section 47 of the Labour Relations Act of Ontario (directing that the said Member is not required to pay monthly dues or other assessments to the Union because of the Member's religious conviction or belief) an amount equal to the monthly dues or other assessments for general Union purposes uniformly and regularly payable by a Member of the Union

and shall remit said amount on behalf of the said Member to the School's Bursary Funds.

3. Deductions for Union dues, fees, levies and assessments as per 1a) and 1b) shall be made from the payroll of every pay period each month and shall be forwarded to the Provincial OPSEU Secretary Treasurer of the Union at an address specified by the Union and Local fees, levies, and assessments deducted as per 1b) shall be made from the payroll of every pay period each month and shall be forwarded to the OPSEU NOSM Local 677 Treasurer at an address specified by the Union no later than the fifteenth (15) day of the following month. The Board shall subtract any sum to be paid to the Bursary Fund prior to the monthly remittance. The remittance shall be accompanied with a list to be sent to both the Provincial OPSEU Secretary Treasurer and the OPSEU NOSM Local Treasurer specifying the names of those Members of the Bargaining Unit from whose salaries the aforementioned deductions have been made and the individual amount of each Member's deduction.
4. The Union shall advise the Board of changes in the monthly dues schedule, fees, levies or assessments at least one (1) month in advance of the pay period in which the changes come into effect.
5. At the time that Income Tax slips are provided to each Member by the Board, the Board shall indicate on the slips or separately to each Member, the deductions from the Member's salary under this Article.
6. The Union shall indemnify and save harmless the Board against any action arising out of the wrongful deduction of money for Union dues resulting from the Union's instructions.
7. The Parties agree that the current formula of Union dues deductions as per 1a) and 1b) will be applied to retroactive wage increases.

#### **ARTICLE 1.14 - EMPLOYMENT OF NON-MEMBERS**

1. Nothing herein shall prevent a Dean, Division Head, Associate Dean, and Director listed as excluded in the OLRB certificate (# 3031-05-R dated January 30, 2006), from performing activities for which they are qualified including: instructional work, research and scholarly activities, Professional Librarian functions, Learner Affairs Officer work or Curriculum Instructional Designer work and activities.
2. No work ordinarily assigned to, or which could be reasonably assigned to, a Member covered by this Agreement shall be performed by an employee of NOSM not covered by this Agreement or by a person who is not an employee of NOSM, except for work carried out by part-time Faculty (stipendiary or joint appointees), full-time physician Faculty, and a maximum of one (1) secondee, one visiting or exchange professor, and one visiting or exchange librarian, from another institution in any one academic year.

## **ARTICLE 1.15 - MANAGEMENT RIGHTS**

The Union recognizes that the Board has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the Board possessed under the Act of Incorporation prior to the signing of the Agreement with the Union, excepting only those that are clearly and specifically relinquished or restricted in this Agreement, or modified by statute. The Board undertakes that all rights and functions, powers, privileges and authority shall be exercised in a fair and equitable, and reasonable manner consistent with the provisions of this Agreement.

## **ARTICLE 1.16 - CORRESPONDENCE**

In conformity with Section 113 of the Ontario Labour Relations Act, except where otherwise expressly provided in this Agreement, notices required to be given under the provisions of this Agreement shall be in writing and shall be sufficient either if addressed to the appropriate recipient and delivered to the recipient's work mailbox, fax, email or delivered personally. In order to ensure that communication has been received the recipient shall acknowledge receipt via email, if reasonably possible in the circumstances, within two (2) working days.

Notices to and official correspondence with the Union shall be addressed to the attention of the President of the OPSEU NOSM Local 677 Unit 1 (also known as Local Vice President Unit 1) or the President's designate and sent to the email address designated by the Union.

Notices to and official correspondence with the Board shall be addressed to the Associate Dean Faculty Affairs and the Chief Administrative Officer, or to any other person designated in writing by the Dean.

## **ARTICLE 1.17 - OPENNESS AND TRANSPARENCY**

1. The Parties agree that openness and transparency are essential to encourage collegiality and academic freedom. In addition, openness fosters accountability and responsibility. Finally, it serves to safeguard fairness and due process by providing the Parties with an opportunity to know and to respond fully to the evidence before a decision maker.
2. Decision-Making Bodies
  - 2.1 Open Process

The Parties agree that the decision-making structures and financial operations of the Board shall be as open as is consistent with personal privacy and the fiduciary responsibilities of the Directors and Officers of the School. Without limiting the generality of the foregoing, openness and transparency shall extend to most matters before the Board of Directors, the Academic Council or the Joint Senate.

## 2.2 Openness and Transparency

Subject to section 2.1, open and transparent process includes but is not limited to the provision of:

- a) copies of the budget and expenditure report;
- b) archival documents in accordance with the relevant legislation governing federal archives;
- c) the opportunity for timely participation by the interested parties when the School engages in major planning exercises; and
- d) public access to debates and decisions.

## 2.3 Motion to Close

Open processes and public minutes may be closed in exceptional circumstances. The Parties agree that a motion to close a meeting shall require a clear majority and be recorded in the minutes.

## 3. Information

The Parties recognize that their mutual goals, stated in this Collective Agreement, can only be realized if both Parties have access to necessary information required for effective collective bargaining and the proper administration of this Agreement. Both Parties agree to use professional discretion in dealing with this information. This information will be provided in hard copy, and where feasible and appropriate, in computer readable form.

### 3.1 To that end, the Board undertakes to provide the Union with the following, at the times indicated:

- a) In October of each year, a list showing the name, rank, salary, stipend(s), first day of hire, home address, year highest degree awarded, home telephone number, date of birth and type of appointment of each Member of the Bargaining Unit. For Members designated as 'On Leave', the list shall indicate the type of leave that the Member is on.

- b) In October of each year a list of all Members of the Bargaining Unit on limited term appointments and the reasons for the appointment categorized according to Article 2.5 (Appointment and Renewal).
- c) In October of each year a statement of the number of Members of the Bargaining Unit that did not expend all of the professional allowance available to them as provided in Article 4.6 (Professional Development Expenditures) and the total amount of funds left unexpended as of June 30 of the previous year.
- d) A copy of the letters issued to all Members who have been granted sabbatical leave or any other kinds of leave of six weeks duration or longer. Such letters shall be supplied to the Union within fifteen (15) days after acceptance by the Member.
- e) In October of each year, the total salary allocation and median salary for:
  - (i) The total compensation paid to clinical stipendiary faculty in the preceding fiscal year for undergraduate teaching and the number of clinical stipendiary faculty paid.
- f) A copy of the Board's annual audited financial statements and supporting schedules, following approval of these by the Board of Directors.
- g) Employment Equity data including the number of women and men applying for each advertised position in the Bargaining Unit, the gender, highest degree and years of experience for each applicant chosen for the interview list. Such information will be forwarded to the Union by September 30 of each year.
- h) Copies of advertisements for positions in the Bargaining Unit shall be sent to the Union as soon as they have been approved.
- i) Copies of any mailings forwarded by the Board to Members, shall be sent to the Union at the same time as the general mailing.
- j) At the same time as candidates in the Bargaining Unit are informed of the Dean's decision(s) with respect to promotion, tenure, continuing status and/or renewal, the names of Members who were considered for renewal of probationary appointment, tenure, continuing status and/or promotion, the decision of the appropriate Personnel Committee for each Member, and the Dean's decision for each Member.
- k) By June 1 of each year, the names of Members, by Unit who were granted Sabbatical or Study Leave for the coming academic year, and the duration of each leave, and by April 1 of each year, the total salary figure expended for full-

time term appointments made to replace Members who were on Sabbatical or Study Leave during that academic year.

- l) At the time of release, copies of formal, public, School briefs or other public representations, and amendments to previous submissions submitted in response to requests from the Federal Government, or the Provincial Government, which directly address the terms and conditions of employment of Members; and
- m) Copies of the pension and group insurance policies, and measurement surveys supplied to the Pensions Committee and any institution committee established to deal with OPSEU NOSM Local 677 Unit 1 benefits.

3.2 The Union agrees to provide the Board:

- a) an up-to-date list of the Executive of the Union;
- b) copies of any mailings made by the Union to all its Members, to be sent to the Board at the same time as the general mailing;
- c) copies of any statements or representations made or to be made publicly by the Union; and
- d) an up-to-date copy of the constitution of the Union.

3.3 It is understood that this section shall not be construed to require either Party to supply any information that is confidential with respect to matters relating to labour relations.

3.4 One (1) individual shall be chosen by each Party to coordinate the exchange of information and to act as liaison between the two (2) Parties.

3.5 Nothing in this Article is meant to preclude either side of this Agreement from making reasonable requests for additional information from time to time. Both Parties agree to look favourably upon such requests.

#### **ARTICLE 1.18 - JOINT CONSULTATIVE COMMITTEE FOR THE ADMINISTRATION OF THE AGREEMENT**

1. The President of the Union or the President's designate and the Associate Dean Faculty Affairs or the Associate Dean Faculty Affairs designate shall act as liaison between the two (2) Parties as required by this Agreement as well as coordinate and exchange information as per the Article 1.17 (Openness and Transparency).

2. When either Party deems it advisable, its representative may be accompanied by one (1) or more advisers.
3. The Parties are authorized from time to time to enter into memoranda of agreement with regard to the Collective Agreement. The Parties may from time to time authorize other representatives, in addition to the Associate Dean Faculty Affairs and the President of the Union to sign these memoranda of agreement.
4. The Parties agree to form a Joint Consultative Committee for the administration of the Agreement, composed of three (3) representatives of each Party as follows: the President of the Union and the Associate Dean Faculty Affairs or their respective designates; one (1) officer of the Union and one (1) Division Head appointed by the Associate Dean Faculty Affairs; and one (1) appointee from each Party.
5. The Committee shall attempt:
  - a) to maintain and develop a spirit of cooperation and mutual respect between the Parties.
  - b) to facilitate better working relationships between the Board and the Union and its Members.
  - c) to discuss, review, and make recommendations to the Parties on matters of concern to either Party, excluding formal grievances.
6. The Committee shall meet once in November and once in February and at other times when deemed useful or necessary at the request of either Party. At the November meeting the Committee shall discuss complement for that and the subsequent academic year.
7. The Committee shall be chaired in alternation by a representative of the Board and a representative of the Union. The Chair shall be responsible for preparing and distributing the agendas and preparing minutes of meetings.
8. The Committee shall determine its own procedures subject to the provision that a quorum shall consist of at least two (2) representatives of each party.
9. The Committee shall not have the power to add to or to modify the terms of this Agreement.

#### **ARTICLE 1.19 - EXISTING PRACTICES**

1. Prior to modifying or discontinuing any working conditions not covered by the Agreement but possessed by all Members of the Bargaining Unit or by a group

thereof, the Board agrees to give notice of such change or discontinuance to the Union.

2. The Union shall be afforded the opportunity to make a representation to the Board through the Joint Consultative Committee for the administration of the Agreement prior to the implementation of any change as defined in section 1 of this Article. After such representation, the Board has the right to proceed providing the change or discontinuance is urgent and reasonable.

## **ARTICLE 1.20 - EMPLOYER POLICIES, PROTOCOLS AND PROCEDURES**

1. If an Employer policy, protocol or procedure is inconsistent with any of the terms and conditions of this Collective Agreement, this Agreement shall prevail. Where policies, protocols or procedures affecting working conditions of Members are adopted by the Employer they shall follow due process, and they cannot impose discipline on Members outside the process and the prescribed forms of discipline outlined in Articles 2.11 (Disciplinary Measures other than Dismissal) and 2.12 (Dismissal Procedures).

## **ARTICLE 1.21 - PROFESSIONAL FREEDOM**

Each Professional Staff Member (Learner Affairs Officers, Curriculum Instructional Designers and ME Database Administrators) must be free to pursue excellence in the professional's field of competence, must be encouraged to contribute to the intellectual life of the School and University communities, and must be encouraged to contribute to the intellectual life of the professional groups to which the Professional Staff Member belongs.

## **ACADEMIC AND PROFESSIONAL CAREER**

### **ARTICLE 2.1 - RIGHTS, RESPONSIBILITIES AND DUTIES OF TEACHING FACULTY AND LIBRARIANS**

Members of the Bargaining Unit have rights, duties and responsibilities which derive from their positions as teachers/professional librarians and scholars working within the School and University communities (Lakehead and Laurentian), and which reflect the reasonable expectations of the Members, the School and University communities and the contractual expectations of the Board.

Members have the right to engage in the following activities:

|             |   |
|-------------|---|
| Priority 1: | A: Teaching / Professional Librarianship / Archives Management<br>B: Scholarly Activity |
|-------------|---|

|             |   |
|-------------|---|
| Priority 2: | C: Governance and Administrative Duties                           |
| Priority 3: | D: Outside Professional Activities<br>E: Service to the Community |
| Priority 4: | F: Other Paid Activity  |

1. Members have responsibilities relating to Items A), B) and C) and are expected to participate actively in Items A), B) and C), although not necessarily in all three (3) in any one given year.

A Member's responsibilities related to item A) shall consist of those teaching or library duties which are assigned by the immediate supervisor as per Article 2.2 (Workload).

A Member's responsibilities related to items B) and C) are inherent in a Member's status as an academic and thus flow naturally therefrom. Certain specific duties related to Item C), may also be assigned by the immediate supervisor on an ad hoc basis in order to ensure a good and proper functioning of the School.

A Member's responsibilities relating to items D), E) and F) are undertaken voluntarily by the Member.

In order that they may meet their responsibilities according to this Article, Members shall be provided with reasonable access to facilities and services per Article 1.6 (Working Environment).

The rights, responsibilities and duties of the Lecturer IPE Members shall be as outlined in the job description dated June 2012 which may be modified through mutual agreement of the Parties. A Lecturer IPE Member's responsibilities related to items D), E), and F) are undertaken voluntarily by the Lecturer IPE Member.

Some specific features of academic responsibilities are set out in the following sections:

## **PRIORITY I**

### **A. Teaching**

1. Members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within the area of their expertise. Members have an obligation to continue their professional development to enhance and broaden their professional and teaching ability.
2. While it is recognized that whenever possible there shall be adequate consultation with the Member and the Unit as to the assignment of teaching duties, once such teaching duties have been assigned in a fair and equitable manner by the Division Head, it is the responsibility of the Member to teach as assigned at the time and place designated by the Division Head in a manner which reflects the area of the content

of the course as approved by Academic Council consistent with the University calendar(s). Assignment of teaching duties shall be consistent with Article 2.2 (Workload). Teaching responsibilities include being available for reasonable consultation with learners subject to Article 2.2 (Workload).

3. Members shall comply with all properly established regulations of the School, which are not at variance with this Agreement. Members shall accept responsibility for participation in the effective operation of the School, including responsibilities for academic counseling, admissions, and the supervision of examinations as appropriately assigned by the Division Head, or Associate Dean consistent with Joint Senate policy.
4. It is the responsibility of Members to deal ethically and fairly with learners and their academic colleagues in relation to their own teaching. Ethical and fair dealing with learners and colleagues is defined as respecting the Discrimination and Harassment Procedures and the Discrimination and Harassment Policy of NOSM, fostering a free exchange of ideas including a discussion of differing views, the avoidance of discrimination, the respect of the principles of confidentiality in a manner consistent with the performance of their academic role, and the acknowledgement of their indebtedness to learners and their academic colleagues in relation to their own teaching.

Each Member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to the Member's subject or discipline.

5. Members shall be free to organize and to structure classroom and laboratory activities and to adopt reasonable means to maintain a learning environment, which is both productive and orderly. They shall have the right to rule on the use by learners of recording devices in the classroom, laboratory or learning situation save for instances in which recording by learners or by the Board is required for the purposes of the accommodation of learners' disabilities in which case the recording shall only be made available to the learner(s) with proved accommodations via a protected password. Recordings made for accommodation purposes shall be destroyed on or before August 31 following the end of the Academic year in which they were made, and shall not be used for any other purpose than that specifically related to accommodation. In exceptional cases, the timeline for destroying the recording(s) may be extended if the learner still requires the recording for educational use, with notification to the Member(s).
6. Members shall not alter or cancel scheduled instruction except with prior permission of either the Division Head or Associate Dean UME as specified by the Division Head in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both Parties agree that every reasonable effort will be made to notify the learners affected. Absences are governed by Article 3.13 (Absence – General).

7. Members are encouraged to organize and participate in NOSM extracurricular and elective teaching activities, and to supervise research of graduate or senior undergraduate learners at Lakehead and Laurentian Universities and at other institutions. Members are permitted to teach graduate or senior undergraduate learners at Lakehead and Laurentian Universities and at other institutions. Members shall inform their immediate supervisors in advance of such activities outside NOSM, so that the amount of this aspect of the Member's activities is known.

**A. Professional Librarianship /Archives Management**

1. Members have an obligation to develop and to maintain their scholarly competence and effectiveness as Librarians within the area of their expertise. Members have an obligation to continue their professional development to enhance and broaden their professional ability.
2. Librarians shall be permitted to pursue research, study, educational and other scholarly activities and such pursuit shall constitute a normal component of a Librarian's workload and the scheduled duties of Librarians shall be arranged so that there is regular and sufficient uninterrupted time for the pursuit of such activities.
3. Librarians are entitled to be engaged in collegial discussions with their peers and the Director of Health Sciences Library on the subject of their assigned duties. While it is recognized that whenever possible there shall be adequate consultation and agreement between the Member and the Director of Health Sciences Library as to the assignment of duties, once such duties have been assigned in a fair and equitable manner by the Director of Health Sciences Library, it is the responsibility of the Members to perform their duties at the time and place designated by the Director of Health Sciences Library. Assignment of professional library duties shall be consistent with Article 2.2 (Workload for Teaching Faculty and Librarians).
4. It is the responsibility of Members to deal ethically and fairly with those to whom they render professional service. Ethical and fair dealing with clients and colleagues includes respecting any applicable NOSM policy on Harassment. It is also the responsibility of Members to foster a free exchange of ideas, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role, and to acknowledge their indebtedness to their academic colleagues in relation to their own professional activities.
5. Members shall have the right and responsibility to adopt reasonable means to maintain an orderly and productive learning environment in the library and archives.
6. Members, if involved in scheduled work-related activities, shall not alter or cancel such scheduled activities except with prior permission of the Director of Health Sciences Library in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both Parties agree that every reasonable effort will be made

to notify the person affected. Absences are governed by Article 3.13 (Absence – General).

## **B. Scholarly Activity**

1. Members of Faculty and Librarians with doctorates shall have the right and responsibility to devote a reasonable proportion of their time to scholarly activity. Librarians without doctorates shall have the right to propose devoting a reasonable proportion of their time to scholarly activity. Such requests shall not be unreasonably denied. The Parties agree that a Lecturer IPE Member can be assigned some research related to IPE but the assigned research cannot form a majority of their research activities.
2. It is understood that for the purposes of this Collective Agreement the term "scholarly activity" means:
  - a) research directed towards a contribution to knowledge, and the dissemination of its results; and/or
  - b) participation in those academic activities that contribute to the enhancement, creation and dissemination of knowledge; and/or
  - c) creative and professional activities which contribute to one's discipline;
  - d) research directed towards improving the social accountability of health professional education and/or research to communities.
3. Scholarly activity may involve, although not necessarily be limited to the following, but in each case the Member must demonstrate that the activity is of good quality and is consistent with the contribution to knowledge described in paragraph 2 above. It is understood that this list does not imply an order of priority. It is also understood that the following forms of scholarly activity are not necessarily to be given equal weight and application for each discipline when a Member is being evaluated for an annual increment, tenure, continuing appointment, or promotion. In such evaluations, where the evidence does not rest on externally reviewed publications, other evidence of scholarly activity must be considered, but the burden of proof rests upon the candidate.

Scholarly activity may involve:

- a) the writing or editing and publication of books, textbooks, journals and of articles;
- b) the acquisition of additional appropriate academic and/or professional qualifications;
- c) research carried out on research grants and contracts;

- d) the writing of case studies;
  - e) the development of teaching/library materials of an innovative sort which have a wider application than the Member's own teaching/library activities;
  - f) the compilation and publication of scholarly bibliographies and literary work;
  - g) the translation and publication of scholarly or literary work;
  - h) literary and artistic works appropriate to one's discipline;
  - i) demonstrated leadership in the area of professional education, including workshops;
  - j) creative application of existing knowledge through such activities as consulting or workshops;
  - k) written and oral reports prepared for community and government institutions.
4. The Parties agree that scholarly activity does not normally include research directly related to the immediate and normal preparation for teaching activity.
  5. Where appropriate in their published work, the Members shall indicate affiliation with the School and acknowledge their indebtedness to learners and their academic colleagues in relation to their own research.
  6. The Parties encourage all Members of the Bargaining Unit to deposit one (1) signed copy of their published material in the Library. The Board agrees to pay for reasonable expenses incurred by a Member in making such material available to the Library.
  7. Members have the right to participate in the activities of professional or learned societies and the like, providing such activities do not conflict with the reasonable fulfillment of assigned duties.
  8. It is recognized that a level of scholarly competence may be achieved by a Faculty Member such that, without extensive publication, he/she becomes an acknowledged authority in the Member's field, and is regularly consulted by established researchers or authorities outside the School and Lakehead and Laurentian Universities. Evidence of such extensive use as a research resource shall be accepted as evidence of scholarly activity.

## **PRIORITY II**

### **C. Governance and Administrative Duties**

1. To the extent consistent with their teaching/library and scholarly responsibilities, Members shall contribute to the governance of the School and Universities through membership on appropriate bodies. It is understood that for the purposes of this Article, service to colleagues within the School and Universities context will be considered equivalent to service on Unit/Academic Council/Joint Senate Committees.
2. While exercising governance and administrative responsibilities, Members shall deal ethically with other employees and learners so that objectivity, fairness, and absence of discrimination are maintained in all deliberations including assessment of performance of any employee or learner. Members shall not infringe on the academic freedom of academic colleagues or learners or breach confidentiality in this regard.
3. In order to ensure equality of opportunity to participate in governance, the School agrees to circulate notice of openings on all School bodies above the Unit/School/Library level to eligible Members at least two (2) weeks prior to the time that the vacancies must be filled. As a School body, the Union agrees to circulate notice of vacancies, which allow Members to serve colleagues at least two (2) weeks prior to the time that these vacancies must be filled.
4. A Member's participation in the activities of the Union is a governance and administrative activity.

### **PRIORITY III**

#### **D. Outside Professional Activities**

1. The Parties encourage Members to participate in outside professional activities. For the purpose of this Article, "outside professional activities" means participation in the activities of professional associations, learned societies, faculty associations and unions, or voluntary practice of the Member's profession, which support and/or promote the advancement of research, scholarship, teaching, artistic creation, or professional development, or improve the working conditions of academic Faculty, Librarians and Professional Staff.
2. The scope and nature of any professional activities of a substantial nature, whether paid or unpaid shall be reported in writing to the immediate supervisor as part of the annual report of Members. Notwithstanding the above, contractual activities that would involve Members spending a total of more than one day a week on a regular basis between Monday and Friday during a term in which they teach or perform professional library duties shall be reported in writing to the immediate supervisor prior to the signing of the contract or beginning of the work. The immediate supervisor may require the Members not to undertake an activity or to moderate such an activity on the grounds that the time involved would or does interfere with the Member's academic obligations as defined in this Agreement. A reasonable period of time shall

be allowed for the Members to comply. The appropriateness of the decisions of the immediate supervisor on these matters is subject to grievance and arbitration.

3. When undertaking outside professional activities, Members retain the rights and responsibilities associated with academic freedom.
4. When a Member's outside professional activities involve the use of the School's facilities, supplies or services, permission for their use in general terms for an ongoing activity shall be sought from the immediate supervisor if the use exceeds reasonable day-to-day use. Such permission shall not be unreasonably withheld. The supervisor will determine whether these services should be paid for at the prevailing external School user rate or all or part of the fees should be waived.

**E. Service to the Community**

1. The Parties encourage Members to offer services to the community.
2. The rights and responsibilities of Members who offer service to the community shall be the same as for those Members who participate in outside professional activities, as modified by section 3 below.
3. When a Member's service to the community involves the use of the School's facilities, supplies or services, permission for their use in general terms for an ongoing activity shall be sought from the immediate supervisor. Such permission shall not be unreasonably refused. These services shall normally be paid for at the prevailing external School user rate, unless the School Administrator agrees in writing to waive all or part of the fee(s).

**PRIORITY IV**

**F. Other Paid Activity**

1. Faculty have the right to engage in other paid activity. Librarian Members may engage in work done under contract on the Board's premises, provided the thirty-five (35) hour work week for the Board is not compromised, and the contract work contributes to the advancement of knowledge related to the library activities of the Member.
2. Members shall have the right to state the nature and place of employment, rank and title(s) in connection with other paid activity and use their School address as a mailing address so long as they do not purport to represent the Board or to speak on the Board's behalf unless specifically authorized to do so.
3. All such activities shall be governed by section D.2 (Outside Professional Activities), except the annual report where such reporting shall be optional to the Member.

## ARTICLE 2.2 WORKLOAD FOR TEACHING FACULTY AND LIBRARIANS

1. The Annual Workload Plan shall be fair and equitable, and developed and assigned after consultation with each Member. To help ensure this goal the Board shall post the assignments concerning all Members in the Unit.
2. The academic workload of a Member includes in varying proportions: teaching/professional librarianship/archives management, including the supervision of graduate and undergraduate learners, as well as extracurricular and elective teaching; scholarly activity including commitments to external granting agencies; governance, administrative duties, and other contributions to the School and Lakehead and Laurentian Universities.

With respect to sections 1 and 2 above, for Lecturer IPE Members:

- a) the workload of the Lecturer IPE shall be assigned as per the job description as mutually agreed by the Parties in a fair and equitable manner, and developed and assigned after consultation with each Lecturer IPE;
  - b) and workload in the area of teaching shall be greater than that of administrative service and research, each of the latter of which shall be approximately equal to each other (not greater than ten percent [10%] of overall workload).
3. The assignment of the workload shall be communicated in reasonable detail, in writing, to the Member by June 1 by the immediate supervisor. The time-tabling of the teaching load/library assignment shall be communicated in writing to the Member by July 1 by the immediate supervisor. For Lecturer IPE Members, each Lecturer IPE shall meet with their immediate supervisor by June 1st of each year to discuss expectations and priorities for the coming year, however, expectations and priorities may change through the year upon consultations with the Lecturer IPE Member.
  4. The composition of the workload of particular Members may vary with their discipline, and will take into account the capabilities of the Members. In assigning teaching duties the immediate supervisor shall also consider the following factors: career stage of the Member, the Member's area of expertise, class size, whether or not the Member has ever taught the material before, whether or not the material or course being taught is newly developed. In the assignment of teaching loads, the immediate supervisor, in consultation with the academic Units, shall consider not only the number of hours taught by a Member, but the type of teaching, as well as administrative and other duties. Members' workloads shall also be subject to the following normal maximum for assigned workload:

### A. Teaching Faculty

- (i) The workload of a Member shall normally balance teaching, research and service such that the commitment of activity in each of teaching and research

shall be approximately equal and each shall be greater than in the area of service. An exception is a Faculty Member in a Research Chair in which the workload can be greater in the area of research than teaching and service.

In the assignment of teaching loads by the immediate supervisors, in consultation with the Members' academic Units, the maximum average teaching load in each Division per academic year shall consist of five point zero (5.0) teaching credits. Teaching load must be allocated fairly taking into account all factors. No tenure track Member shall ever be assigned more than five point zero (5.0) teaching credits.

It is understood that for tenured Faculty, over a period of four (4) years, a lesser involvement by the tenured Member in research may make more time available for teaching or service, and a greater involvement of the Member in research may result in a lesser quantum of assigned teaching, provided the unit can still cover its teaching responsibilities with the resources provided. A tenured Faculty Member shall normally be assigned no more than five point zero (5.0) teaching credits and can never be assigned more than six point five (6.5) teaching credits. Members who have had a teaching load of more than five point zero (5.0) credits shall have that teaching load reduced to no more than five point zero (5.0) credits if (a) they receive non-trivial funding for research (with the level of funding seen in the light of the standards of the Member's discipline) and/or (b) they have submitted a plan to carry out a substantial research project and that project is feasible and of good quality. If there are doubts, this shall be ascertained by at least two (2) referees in the discipline, one (1) of whom shall be chosen by the Member.

- (ii) Normally the Human, Medical and Clinical Science Faculty will teach Case Based Learning (CBL) sessions, and Medical and Clinical Science Faculty will teach Topic Oriented Sessions (TOS).
- (iii) As part of their teaching, Members are required to post and adhere to a reasonable number of office hours.
- (iv) Teaching remissions and credits

The following remissions of teaching are provided:

- a) Directors with responsibilities in the area of teaching (e.g. Assessment and Evaluation): a minimum of two point five (2.5) with additional teaching credits determined and agreed to by the Member (in consultation with the Union, if he or she wishes) and the Division Head, after a consideration of the individual portfolio.
- b) Assistant Deans: a minimum of two point five (2.5) with additional teaching credits determined and agreed to by the Member (in consultation with the Union, if he or she wishes) and the Division Head, after a consideration of the individual portfolio.

Teaching credits are as follows:

- a) Phase Coordinator: two point five (2.5) teaching credits with additional teaching credits determined and agreed to by the Member (in consultation with the Union, if he or she wishes) and the Division Head, after a consideration of the individual portfolio.
- b) Theme Chair: two point zero (2.0) teaching credits with additional teaching credits determined and agreed to by the Member (in consultation with the Union, if he or she wishes) and the Division Head, after a consideration of the individual portfolio.
- c) Student Assessment and Promotion Committee (SAPC) Chair: two point zero (2.0) teaching credits with additional teaching credits determined and agreed to by the Member (in consultation with the Union, if he or she wishes) and the Division Head after a consideration of the individual portfolio.
- d) Elective courses; if taught for NOSM, and if equivalent to a traditional one term course of teaching: one point five (1.5) teaching credits or otherwise prorated
- e) One module Topic Oriented Session (TOS) small group teaching: one point zero (1.0) of a teaching credit
- f) Membership on a Theme Committee: zero point five (0.5) of a teaching credit
- g) Structured Clinical Skills (SCS) for one module: one point zero (1.0) teaching credit
- h) Member of the Lab Development Working Group: zero point three (0.3) of a teaching credit
- i) Theme Content Lead/Coordinator for a module: zero point four (0.4) of a teaching credit
- j) Module coordination: zero point five (0.5) of a teaching credit save if a sole Module Coordinator on an Integrated Community Experience (ICE) module: one point zero (1.0) teaching credit. A Member may not be assigned to coordinate more than one module without that Member's agreement.
- k) One module Case Based Learning Session (CBL) of small group teaching: zero point five (0.5) of a teaching credit
- l) Whole Group Session (WGS) and Distributed Tutorial Session (DTS): zero point two five (0.25) of a teaching credit

- m) Lab session: 0.1 (zero point one) of a teaching credit
- n) Graduate supervision (thesis or project) in excess of two (2): zero point two five (0.25) of a teaching credit per learner to a maximum of zero point five (0.5) of a credit in excess of two (2).
- o) Participation as an Assessor (e.g. PRRE): zero point one (0.1) per day spent on the activity
- p) Theme Content Coordinator/Lead for an entire theme in either Phase Two or Phase Three: zero point four (0.4)
- q) Member of Objective Structured Clinical Examination (OSCE) Committee: zero point five (0.5)
- r) Teaching Laboratories Coordinator: five point zero (5.0)
- s) Postgraduate Residency Research Coordinator: a minimum of one point zero (1.0) with additional teaching credits determined and agreed to by the Member (in consultation with the Union, if he or she wishes) and the Division Head, after a consideration of the individual portfolio.
- t) NOSM Undergraduate Research Ethics Board (NUREB) Chair: zero point five (0.5)
- u) Content Expertise for CBLs in Phase One for a Theme Committee zero point two five (0.25)
- v) Member of Community and Interprofessional Learning (CIL) Committee: zero point four (0.4)

The following are worth teaching credit for which the amount of teaching credit shall be determined in negotiation with the Member and their Union depending on the extent and nature of the activity:

- a) organized provision of extracurricular opportunities for medical learners
- b) summer remediation
- c) any other teaching responsibility which the School shall assign to a Member that has no agreed teaching credit, including postgraduate and/or health professional program(s) teaching.
  - (v) From the start of June to the end of July, Faculty may be invited by their immediate supervisor(s) to assist with remediation of learners who fail to meet the academic standards set by the School. Where the Member accepts

such an invitation to assist with learner remediation he/she shall be given the appropriate teaching credit. Remediation shall be arranged by the Faculty Member with the learner(s) at times which will not interfere with the Faculty Member's research and vacation requirements during the summer. The remediation will be limited to providing academic assistance to learners in the Member's area of expertise and will not include a requirement to teach additional sessions including but not limited to Whole Group Sessions, Case Based Learning, Laboratory or Topic Oriented Sessions, for the purpose of remediation. Faculty will not be required to be involved in the examination of learners during the summer months save that Faculty may be asked to create assessment questions.

- (vi) By agreement between the Member and the immediate supervisor, a Member may undertake a higher than equitable teaching load for an overload payment at rates provided for in Article 4.4 (Overload and Overtime).
- (vii) The immediate supervisor may assign teaching duties to a Faculty Member in only two (2) of three (3) academic sessions, normally the winter and fall terms. The immediate supervisor may assign scheduled teaching duties during the summer (June, July and August) only with the agreement of the Member. When scheduling teaching, the immediate supervisor shall ensure that each Member is provided with at least one day each week free of scheduled teaching to allow for various non-scheduled duties such as research, teaching preparation, professional development, and service activities.

## **B. Professional Librarian and Archivist Members**

- (i) On the average the workload for a Librarian Member is thirty-five (35) hours per week. In the assignment of workload by the Director of the Health Sciences Library, the normal hours of scheduled information desk duties for Librarians shall not exceed twelve (12) hours per week, scheduled fairly and equitably and on the recommendation of the Unit. Members shall have reasonable time dedicated to the pursuit of their professional development in their work plan.
- (ii) On the rare occasions for hours worked in excess of the normal workload, equivalent time off shall be scheduled, the day and time being subject to the approval of the Director of Health Sciences Library. Members may request certain days and times off and the Director of Health Sciences Library shall not unreasonably deny such requests.
- (iii) The Director of Health Sciences Library has responsibility for the scheduling of evening and weekend duties of Members, taking into account the following: the needs and priorities of the Library; the Member's engagement in committee service; and, any other relevant factors.

- (iv) Whenever practicable, the Member concerned shall be consulted with respect to the schedule to be assigned. A Member shall not be scheduled for more than one evening and one weekend shift per week for reference and information desk services, except for special conditions such as staff shortages owing to vacations, illness, vacancies, special projects.
  - (v) Librarians assigned to work, by the Director of Health Sciences Library, on holidays as defined in Article 3.1 (Recognized Holidays) shall be entitled to compensatory time off at the rate of one and a half hours (1.5) for each hour worked. The scheduling of such time off shall be subject to the approval of the Director of Health Sciences Library.
  - (vi) Librarians may be offered and/or seek the assignment of teaching (e.g. WGS, CBLs, Resident teaching) by a Division Head or immediate supervisor. Such opportunities shall not be imposed and if such work is accepted by the Librarian Member it shall form a component of the Librarian Member's thirty-five (35) hour work week or an overload payment shall be made or allocated as per Article 4.4 (Overloads and Overtime) should the thirty-five (35) hour work week be exceeded in any week during which the teaching is conducted.
5. The immediate supervisor may include in Members' workloads any teaching/professional library or archival assignment related to their discipline and any short term and part-time, administrative activity (save for an administrative post or posts as per Article 5 (Administrative Duties)) that the immediate supervisor considers necessary for the effective operation of School.
6. The determination of the workload shall be subject to the following conditions:
- a) The immediate supervisor, in accordance with Article 1.3 (Academic Freedom) shall not impose specific tasks in scholarly activities and research. When seeking Members to take up specific tasks related to the internal governance of the Unit, immediate supervisors shall seek volunteers before assigning responsibilities to particular Members. The immediate supervisor may assign specific responsibilities concerning a School and/or University related community activity in consultation with the Member.

A Librarian and/or Archivist Member activities may include, but are not limited to the following:

- (i) collection development and management, including but not limited to selection, acquisition and preservation of library and/or archival materials
- (ii) bibliographic organization and control of library materials

- (iii) direction, planning, implementation and supervision of library systems and electronic resources
- (iv) reader services, including but not limited to, general and specialized reference, interlibrary loan, bibliographic instruction and information literacy
- (v) managing, planning, organizing, implementing and directing the delivery of service to the public served by the Library and/or Archives, and
- (vi) liaison with Faculty Members and learners.

The workload of Members shall take into consideration their librarian specialty or specialties; their capabilities, professional background and training; as well as their job description.

- b) From time to time, the immediate supervisor in consultation with the Unit may request a Member to undertake additional teaching and/or Professional Librarian duties (as appropriate) over and above the normal workload. In such instances, an overload payment or overtime shall be made or allocated, as per Article 4.4 (Overloads and Overtime). The Member shall not unreasonably refuse such assignments.
  - c) In the event that a workload assignment, with regard to teaching or Professional Librarian duties, is not acceptable to the Member, after discussion with the immediate supervisor, the Member may appeal to the Dean by July 1. The decision of the Dean shall be communicated in writing to the Member before August 1.
7. Once assigned, workloads shall not be altered except in cases of emergency. If a proposed workload must be altered, such alteration will be taken into consideration in the annual report.

If the immediate supervisor, for non-emergency reasons, deems it necessary to alter the workload of a Member once it has been assigned, the immediate supervisor must obtain the agreement of the Member.

If a Member finds difficulties in following the workload plan, the Member shall arrange to meet with that Member's immediate supervisor in a timely manner to discuss possible revisions of the plan. The immediate supervisor shall not unreasonably refuse any suggested changes provided that the requests do not cause significant disruption to the program.

Notwithstanding the provisions of this Article, when an assigned teaching assignment is cancelled because of the cancellation of that teaching role in the School, there arises an obligation on the part of the Member to undertake additional work in order to maintain fairness and equity within the Academic Unit. The nature and extent of

such work shall be determined in discussions between the Member and the immediate supervisor. In the event that the Member was scheduled to receive an overload payment such a payment should be reduced appropriately.

8. The determination of the workload for Members of the teaching Faculty shall also be subject to the following conditions:
  - a) Members may make a request of their immediate supervisor to supervise graduate learners or to teach an undergraduate course or courses at Lakehead and/or Laurentian Universities and such requests shall not be unreasonably refused. Supervision and teaching at the host universities is teaching on overload and shall not be compensated by the Board but by the host universities.
  - b) In order to enhance the ability of Members to undertake scholarly activity, it is desirable to schedule the teaching activities in such a way as to create blocks of time free of scheduled teaching activities. Members wishing to create such teaching-free blocks shall approach the immediate supervisor with an appropriate request. The immediate supervisor shall make reasonable efforts to accommodate such requests within the constraints imposed by requirements of offering programs and courses to learners. When competing requests for teaching-free time blocks cannot be met for all applicants, priority shall be given to those individuals who earlier have had such requests refused, provided that these were based on credible proposals to enhance scholarly activity.
  - c) Members teaching in programs where the preparation of a thesis is mandatory for learners have an obligation to participate in the thesis supervision provided that they are qualified to do so. However, the Parties agree that the close working relationship desirable for the successful preparation of a thesis is best achieved under conditions that allow for mutual choice on the part of the Member and the learner before entering the supervisor/learner relationship.
9. In order to promote scholarly activity as defined by Article 2.1 (B) (Scholarly Activity), a Member may have their teaching/library service workload altered.

A Member with a regular teaching load or equivalent of library service may request to buy out teaching or library service in order to concentrate on research activities. It is acknowledged that certain grants may require a reduction in teaching loads. Except where explicitly required by the grant, no person may buy out more than half their teaching load or twenty percent (20%) of their library service. The buyout must be applied for no later than April 1 of the year preceding the academic year for which it is requested and the immediate supervisor shall not unreasonably refuse such request. The immediate supervisor shall communicate their decision by May 1.

The buyout shall cover the normal cost (including benefits) to replace the teaching/professional library work it being understood that the Board wishes normally to replace the Member with a fully qualified individual (in the case of Faculty an

individual with a doctorate who could be appointed as an Assistant Professor; in the case of Librarians an individual beyond probation). A Member shall not be refused such a request for two (2) consecutive years. If the actual cost of replacement in the final analysis is less than the normal cost charged to the Member's research account the Member's research account shall be subsequently credited with the difference.

10. The workload of any or all Members shall be made known to the Union on request.
11. Sections 4, 5, 6 and 7 do not apply to Lecturer IPE Members.

### **ARTICLE 2.3 RIGHTS, RESPONSIBILITIES AND DUTIES OF PROFESSIONAL STAFF (CIDs, LAOs, and DAs)**

1. Every Professional Staff Member shall have the right and responsibility to devote a reasonable proportion of their time to maintaining and further developing their professional competence and effectiveness.
2. Every Professional Staff Member shall have the right and responsibility:
  - a) to carry out the duties and responsibilities of their workload in a competent and professional manner;
  - b) to participate in the effective operation of the Unit by working in a collegial manner;
  - c) to participate in the work of groups and committees in the School (e.g. UME, Informatics, Office of Learner Affairs), Universities (Lakehead and Laurentian), or otherwise contributing to the effective operation of the School or one of its constituent parts;
  - d) to act fairly, ethically and without discrimination, and foster a free exchange of ideas and information.

#### **Learner Affairs Officers (LAOs)**

3. Learner Affairs Officers shall provide effective counseling and advising, creation and delivery of programs, and other duties including respecting principles of confidentiality in a manner consistent with the performance of their professional duties.

Their work shall be performed in collaboration with NOSM staff and faculty in a collegial fashion and within the scope of their training and professional qualifications with the understanding that formal counselor training and experience can be deemed to be met as per Article 2.5 section 6.

Among other things, and under the supervision of the immediate supervisor the LAOs, shall:

- a) work in collaboration with the immediate supervisor and other members of the Learner Affairs team to ensure that the accountabilities and responsibilities of the Learner Affairs Office are met;
  - b) be involved in the development, delivery, facilitation and evaluation of programs that support learner orientation, transition, wellness and career development;
  - c) coordinate new Learner Affairs staff orientation and training relating to Learner Affairs procedures, mentoring as appropriate.
  - d) be involved in the development of aspects of the necessary programs, protocols and procedures for the delivery of Learner Affairs programs;
  - e) maintain contact with the student affairs departments and the student health offices of the Universities (Lakehead and Laurentian) and medical school student affairs officers across Canada;
  - f) remain current on support programs at the Universities and in the communities that are available for learners;
  - g) counsel learners in need regarding the options available for the support services they need;
  - h) advise on career management processes through individual counseling, workshops and resource managements;
  - i) assist in the provision of proactive and responsive measures to maximize learner health, wellness and engagement;
  - j) respond to learners in a professional manner with the communications tools at our disposal;
  - k) produce a variety of report as required by the Medical School;
  - l) participate on relevant committees and groups;
  - m) participate in periodic program evaluations.
5. A LAO Member's professional activities related to counseling include, but are not limited to, the following:
- a) personal, educational and career counseling/advising of individuals, small groups and/or their families, including activities such as interviewing clients, the

assessment of learner needs using appropriate techniques, the referral of learners as deemed appropriate;

- b) provide consultation services to Faculty and other persons or groups in the School (including on accreditation), community partners on matters related to the role of Learner Affairs;
- c) assist in the development of accommodation plans to support learners with identified disabilities and/or exceptional special needs and liaise with persons or groups in the School, Lakehead and Laurentian Accessibility Offices and required community partners to accommodate needs;
- d) the increased understanding of the needs, problems and characteristics of School learners, or of the School or some of its constituent parts, and the possible interaction of such needs, problems and characteristics;
- e) the improvement of services rendered by the Office of Learner Affairs;
- f) studies of counseling outcomes, methods, techniques and procedures and relevant legislation.

6. A LAO Member's service activities may include, but are not limited to, any of the following:

- a) contributing to the effective operation of the Union by serving as an officer of the Union or on its Executive, or participating in the work of one of its committees or constituent parts as well as contributing to the effective operation of CAUT or OCUFA or OPSEU by serving on their governing bodies or participating in the work of their committees;
- b) contributing to the effective operation of learned or professional societies by serving on their governing bodies or participating in the work of their committees;
- c) contributing to community projects which are related to the role of the School;
- d) contributing to administrative activities in the Office of Learner Affairs.

### **Curriculum Instructional Designers (CIDs)**

7. A CID Member's activities include, but are not limited to, the following:

- a) guiding the instructional design process as the liaison between Faculty and the technical specialists who will create design elements, such as graphics and multimedia elements, and integrating the learning materials into our virtual learning environment;

- b) bringing knowledge of learning theory and instructional strategies to the development process, making suggestions to Faculty on how best to present content to facilitate learning;
  - c) working with the technical team members, guiding the production of learning materials;
  - d) serving as a resource to tutors, lecturers and other instructional staff, including occasional active involvement in the orientation of Faculty to the learning materials and the instructional environment;
  - e) evaluating feedback and planning revised delivery strategies to meet learner and instructor needs.
8. Within the context of 7 a) to e) the CID assists with:
- a) developing of program outcomes and appropriate instructional materials;
  - b) determining and developing assessment and evaluation methods and criteria for measuring learner and program success;
  - c) suggesting and planning instructional strategies that will assist learners in meeting the learning objectives and achieving the program outcomes including strategies to meet specific challenges related to delivery through the virtual learning environment, in both a synchronous and asynchronous learning context;
  - d) identifying the required learning resources (both human and non-human) to support the instructional strategies and guiding learners to successful achievement of the program outcomes;
  - e) vetting instructional materials that are in production for content accuracy and instructional validity;
  - f) guiding the production of instructional materials through the preparation of detailed plans such as storyboards, scripts and accurately edited texts.
9. CIDs participate collegially in a curriculum development unit/team. This Unit maintains links with several academic committees within the School and with other support Units, namely the Technology Unit and the Library.
10. A CID Member's professional activities related to instructional designer include, but are not limited to, the following:

- a) writing and developing innovative instructional design methods, instruments, techniques or procedures for use by instructional designers and learning specialists;
  - b) studies of instructional design outcomes, methods, techniques and procedures;
  - c) the CID maintains competency in the area of eLearning by keeping abreast of new tools for use in online or distributed instruction.
11. A CID Member's service activities may include, but are not limited to, any of the following:
- a) contributing to the effective operation of the Union by serving as an officer of the Union or on its Executive, or participating in the work of one of its committees or constituent parts as well as contributing to the effective operation of the CAUT or OCUFA or OPSEU by serving on their governing bodies or participating in the work of their committees;
  - b) contributing to the effective operation of learned or professional societies by serving on their governing bodies or participating in the work of their committees;
  - c) contributing to community projects which are related to the role of the School;
  - d) contributing to administrative activities in the Unit.

### **Database Administrators (DAs)**

12. A DA Member's activities include, but are not limited to, the following:
- a) Providing overall coordination for and implementation of curriculum database(s) and tools as well as assistance with relevant special projects;
  - b) Overseeing the development and maintenance of relevant document management systems;
  - c) Representing the Member's unit on database and related committees;
  - d) Providing training for NOSM faculty and staff on data entry, report retrieval, and manipulation of databases;
  - e) Maintaining contact for curriculum purposes with clinical and community faculty, staff and hospital/clinic contacts;
  - f) Assisting the curriculum instructional designer team in their work with faculty and others in the design and creation of learning materials and experiences and related support materials for the School's education programs;

- g) Supporting the curriculum revision process including but not limited to completing various tasks identified in the curriculum revision process, and working with curriculum instructional designers, content experts, writers, editors, web designers and graphic experts to prepare documents that support the delivery of the curriculum;
- h) Assisting faculty, including the Director of Assessment and Evaluation, with data analysis and confidential program evaluation report writing.

12.1 DAs participate collegially with other relevant professional staff, such as curriculum instructional designers. This may include assisting teams and units in the maintenance of links with several academic committees within the School and with other relevant support Units.

12.2 A DA Member's professional activities include, but are not limited to, the following:

- a) studies of database and/or document instructional design and/or other related areas;
- b) maintaining competency in the area of database administration and related areas.

12.3 A DA Member's service activities may include, but are not limited to, any of the following:

- a) contributing to the effective operation of the Union by serving as an officer of the Union or on its Executive, or participating in the work of one of its committees or constituent parts as well as contributing to the effective operation of the CAUT or OCUFA or OPSEU by serving on their governing bodies or participating in the work of their committees;
- b) contributing to the effective operation of learned or professional societies by serving on their governing bodies or participating in the work of their committees;
- c) contributing to community projects which are related to the role of the School;
- d) contributing to administrative activities in the Unit.

13. The rights, responsibilities and duties of Professional Staff may vary depending on the rank of the Professional Staff Member. Such variation shall be discussed with the Member and assigned in a reasonable and equitable manner that is consistent with the Member's rank.

14. Professional Staff may engage in work done under contract on the Board's premises, provided the thirty-five (35) hour work week for the Board is not compromised and

the contract work contributes to the advancement of knowledge related to the professional activities of the Member.

15. Professional Staff Members with Faculty appointments may be offered Case Based Learning (CBL) and other teaching opportunities by the appropriate Division Head. Such opportunities shall not be imposed and if such work is accepted by the Professional Staff Member it shall either form a component of the Professional Staff Member's thirty-five (35) hour work week or overload payment shall be made or allocated as per Article 4.4 (Overloads and Overtime) should the thirty-five (35) hour work week be exceeded in any week during which the teaching is conducted.
16. It is understood that while Professional Staff may be situated in a particular Unit (e.g. UME) work may be assigned anywhere reasonably appropriate in the School.

#### **ARTICLE 2.4 WORKLOAD FOR PROFESSIONAL STAFF (CIDs and LAOs)**

1. Professional staff will work within the framework of an annual work plan that is consistent with the Medical School's annual academic planning cycle. For consistency with the majority of NOSM's undergraduate medical education program, the planning cycle will run from September to August of the following year. The annual workload plan shall be fair and equitable, and developed and assigned after consultation with each Member of the Unit. A Professional Staff Member's workload consists of assigned duties, which are assigned by the immediate supervisor in accordance with the provisions of this section. A Member's assigned duties are determined for one year at a time with a review after six (6) months at the request of either the immediate supervisor or the Member. The immediate supervisor shall forward to each Professional Staff Member a written statement of that Member's assigned duties by September 1 and a revision, if required, by March 1.
2. The immediate supervisor shall include, in a Member's assigned duties, appropriate duties as outlined in Article 2.3 (Rights, Responsibilities and Duties of Professional Staff). The assignment of duties shall be first discussed with the Member in a meeting and an attempt will be made by both the immediate supervisor and the Member to agree on an assignment. Changes shall be made as long as they are balanced and fair. In all cases the immediate supervisor shall assign duties in a reasonable and equitable manner.
3. Professional Staff Members shall not be obliged or required to perform professional development activities as outlined in Article 2.3 (Rights, Responsibilities and Duties of Professional Staff) unless such activities become part of their workload pursuant to the present Article. Members shall be actively encouraged and given an opportunity to express interest in engaging in such activities by the immediate supervisor and when such an interest is expressed by a Member the immediate supervisor shall allocate reasonable time for the performance of such activities.

4. When the immediate supervisor sends each Member a statement of the assigned duties, he/she shall accompany this by a list showing the duties assigned to all other LAO Members in the case of LAO Members, or CID Members in the case of CID Members and DA Members in the case of DA Members.
5. Following the initial assignment of a Professional Staff Member's workload, changes may be made by the immediate supervisor with reasonable notice if the substitution of new duties does not dramatically alter the workload and after consultation with the Member. Such changes will be made with as much advance notice as possible.
6. The established work-week for Professional Staff and Lecturer IPE Members consists of thirty-five (35) hours per week. The regular hours of operation are from 8:30 a.m. to 4:30 p.m. Monday through Friday. Professional Staff may request of their immediate supervisor(s) that they work outside the established normal operational hours of the School, either
  - (a) starting earlier and finishing earlier;
  - (b) starting later and finishing later;
  - (c) or that they work a compressed work week, defined as a variety of alternative arrangements by which a Professional Staff Member can complete the regular work hours of the week in less than the traditional five (5) days.

Such requests shall not be unreasonably denied by their immediate supervisor.

Immediate supervisors may request, with two (2) weeks' notice, that Professional Staff work outside the established operational hours of the Schools, as per 6 (a), (b), (c), on a temporary basis of no more than one (1) week at a time.

Such requests shall not be unreasonably denied by the Member.

7. The workload of any or all Members shall be made known to the Union on request.

## **ARTICLE 2.5 - APPOINTMENT AND RENEWAL**

1. For the purpose of this Agreement the following definitions shall apply:
  - a) "Relevant experience" shall mean any combination of teaching and scholarly activity as defined in Article 2.1 (Rights, Responsibilities and Duties of Teaching Faculty and Librarians) and/or equivalent professional experience.
  - b) "Professional designation" shall mean a diploma earned as a result of additional experience/training and qualifying examinations.

- c) When considering Librarians, professional service or, where appropriate, library supervision shall be substituted for "teaching".
2. Upon appointment, NOSM Faculty and Librarians will have one of the following academic ranks: Lecturer, Assistant Professor, Associate Professor, and Professor; Lecturer IPE; Librarian I, Librarian II, Librarian III and Librarian IV.

Upon appointment, NOSM Professional Staff will have one of the following professional staff ranks: Learner Affairs Officer; Senior Learner Affairs Officer; Assistant Curriculum Instructional Designer; Curriculum Instruction Designer; Assistant Database Administrator; Database Administrator; Senior Professional Staff.

The appropriate rank shall be determined at the time of initial appointment and shall take into account the appointee's qualifications, experience and achievements.

### 3. Appointment and Promotion Guidelines for Faculty

For Faculty, including Research Chairs, the academic qualifications guidelines for Appointment or Promotion are as follows:

- a) For appointment at the rank of Lecturer, a person must:
- (i) hold the M.D. degree (or another second entry health professional degree), or a Master's degree, or have professional experience which allows the individual to make a contribution to the School, or hold a Baccalaureate degree and an appropriate professional designation.
- b) For appointment at the rank of Assistant Professor, a person must:
- (i) hold the PhD or an equivalent degree, or a combination of credentials and a record of scholarly achievement together equivalent to the doctorate; and
  - (ii) have shown evidence of the ability to teach at the university level;

In addition to the above criteria, for promotion from Lecturer to Assistant Professor, a person must have performed the duties of Lecturer in a satisfactory manner, to be determined as per the procedures set out under Article 2.8 (Annual Report for Members), and Article 4.3 (Procedures for the Award/Denial of a Progress-Through-The-Rank(s) Increment).

- c) For appointment at or promotion to the rank of Associate Professor, a person must:
- (i) hold the PhD or an equivalent degree, or a combination of credentials and a record of scholarly achievement together deemed equivalent to the doctorate; and

- (ii) have normally had at least five (5) years' experience at the rank of Assistant Professor or equivalent, though exceptional achievement while an Assistant Professor may reduce this experience requirement to four (4) years; and
- (iii) have disseminated the results of scholarly activity of sufficient quality and significance for the discipline in question to warrant the appointment or promotion.
- (iv) in exceptional cases an especially strong performance as a teacher may compensate for a somewhat lesser performance as a scholar, and an especially strong performance as a scholar may compensate for a somewhat lesser performance as a teacher, provided in either case that the quantity and quality of administration and service to the academic community is satisfactory.
- (v) demonstrated a good performance as a teacher over a period of time.

d) For appointment at or promotion to the rank of Professor, a person must:

- (i) hold the PhD or an equivalent degree, or a combination of credentials and a record of scholarly achievement together deemed equivalent to the doctorate; and (ii) have normally had at least five (5) years experience at the rank of Associate Professor or equivalent, though exceptional achievement while an Associate Professor may reduce this experience requirement to four (4) years; and
- (iii) have demonstrated a good performance as a teacher over a period of time and at a wide range of levels; and
- (iv) have, since the promotion to the rank of Associate Professor, disseminated the results of scholarly activity of sufficient quality and significance for the discipline in question to establish the Member as an authority in their field, and to warrant the appointment or promotion.
- (v) In exceptional cases, clearly outstanding qualities as a teacher at all levels may compensate for a somewhat lesser performance as a scholar, so that the standard for the rank of Professor may be met by having carried out and disseminated scholarship since reaching the rank of Associate Professor which would again have met the normal expectation in scholarship for promotion to Associate Professor, provided that the quantity and quality of administration and service to the academic community has been satisfactory over an extended period of years.

- e) For appointment to the rank of Lecturer IPE, a person must:
- (i) hold a Master's degree in a relevant area or the equivalency of a combination of a degree from a recognized Canadian Institution and experience;
  - (ii) be a regulated health professional in a good standing with their respective professional college;
  - (iii) have at least three (3) years of experience within the health care environment;
  - (iv) have a demonstrable knowledge of interprofessional education and collaborative practice theory, project management, program planning and evaluation, interprofessional practice and learning, and small group learning and facilitation.

For clarity, registered social workers are considered regulated health care professionals

Academic Staff will have academic rank at Lakehead and Laurentian Universities as per Article 1.12 (Faculty Status).

4. Academic qualifications guidelines for appointment or promotion of Professional Librarians and Archivists.
- a) For appointment to the rank of Librarian I:
    - (i) a Master's degree, in Library or Archival Studies.
  - b) For appointment or promotion to the rank of Librarian II a Member shall:
    - (i) hold a Master's degree, in Library or Archival Studies
    - (ii) have a minimum of one (1) year of full-time professional experience in a medical school or university library.
  - c) For appointment or promotion to Librarian III a Member shall:
    - (i) hold a Master's degree, in Library or Archival Studies;
    - (ii) have a minimum of seven (7) years of full-time professional experience, of which at least five (5) were in a medical school or university library;
    - (iii) for promotion, to have given valued service to the Library;
    - (iv) have developed their professional expertise; and

- (v) have given valued service to the profession and/or the School; and
- d) For appointment or promotion to Librarian IV a Member shall:
  - (i) hold a Master's degree, in Library or Archival Studies;
  - (ii) have a minimum of five (5) years of service as a director or department head in a medical school or university library or a minimum of ten (10) years of full-time professional experience, of which at least five (5) were in a medical school or university library;
  - (iii) for promotion, to have given valued service to the Library;
  - (iv) have demonstrated evidence of sustained professional development; and
  - (v) for promotion, to have demonstrated evidence of professional leadership and/or professional scholarship and/or valued service to the School which represents a contribution that is additional to the requirements of c)(v). Achievement(s) must be of sufficient significance to be recognized both within and beyond the Medical School and the local university community.
- e) Additionally, for promotion to Librarian II, III, IV the candidate must have a continuing appointment.
- 5. The guidelines criteria for appointment or promotion for Curriculum Instructional Designers shall be:
  - a) For appointment as an Assistant Curriculum Instructional Designer a person must:
    - (i) hold a University degree in a relevant area or its equivalent in knowledge and experience;
    - (ii) have a minimum of one (1) year demonstrated experience related to the position
    - (iii) have a demonstrable knowledge of online educational platforms and other multimedia tools.
  - b) For appointment at or promotion to the rank of Curriculum instructional Designer, a person must:
    - (i) hold the Master's degree in a relevant area;
    - (ii) have at least three (3) years professional experience in the field of curriculum and instructional design;

(iii) have a demonstrable knowledge of curriculum and instructional design process as well as distance and distributed learning;

c) For appointment at or promotion to the rank of Senior Professional Staff, a person must:

(i) hold a Master's degree;

(ii) have a minimum of nine (9) years professional experience in areas directly related to position requirements, with at least five (5) in senior professional positions in a higher education environment OR at least five (5) years of professional activity at NOSM of which at least three (3) years shall have been at the rank of CID or equivalent;

(iii) have a significant and consistent record of professional achievement and contribution, which includes elements that are beyond the satisfactory range if the performance of duties for the rank CID;

(iv) have a significant record of public/university service ability and contribution

6. The guidelines criteria for appointment or promotion for Learner Affairs Officers shall be:

a) For appointment as a Learner Affairs Officer a person must:

(i) hold a University degree in one (1) of the disciplines of Education, Social Work or Psychology or the like; or its equivalent in knowledge and experience.

(ii) have a minimum of one (1) year demonstrated experience related to the position;

(iii) possess demonstrable knowledge of counseling practices and the appropriate use of those guidance/intervention skills.

b) For appointment at or promotion to Senior Learner Affairs Officer a person must:

(i) hold a University degree in one (1) of the disciplines of Education, Social Work or Psychology or the like;

(ii) have formal counselor training and experience, including the use of guidance/intervention skills; or such a requirement will have been deemed to be met if the person's professional work and experience are assessed as being of such quality and scope that they are at a level equivalent to that of the formal training. This is to be assessed by two (2) outside evaluators who are qualified counselors in a counseling service at a Canadian University;

(iii) have at least three (3) years related professional experience.

c) For appointment at or promotion to Senior Professional Staff a person must:

(i) hold a Master's degree;

(ii) have a minimum of nine (9) years professional experience in areas directly related to the position requirements, with at least five (5) years in senior professional position in a higher education environment OR at least five (5) years of professional activity at NOSM of which at least three (3) years shall have been at the rank of Senior LAO or equivalent;

(iii) have a significant and consistent record of professional achievement and contribution which includes elements that are beyond the satisfactory range of the performance of duties for Senior LAO;'

(iv) have a significant record of public/university service ability and contribution.

With respect to the selection of evaluators for section 6 b), evaluators shall be persons who can be expected to give a fair and competent evaluation. They shall be sent the promotion letter and accompanying papers submitted by the candidate for promotion, and shall be selected by the Board after consultation with the Union. The Member may submit to the immediate supervisor:

a) a list of persons, who, in the opinion of the Member, may be prejudiced or otherwise not qualified to evaluate the Member's professional work and experience;

b) an indication of areas of expertise which would be appropriate for persons chosen to evaluate the Member's professional work and experience;

c) an indication of areas of expertise which would not be appropriate for persons chosen to evaluate the Member's professional work and experience.

7. The guidelines criteria for appointment and promotion of Database Administrators shall be:

a) For appointment as an Assistant Database Administrator a person must;

(i) hold a University degree in Computer Science or a relevant area or its equivalent in knowledge and experience;

(ii) have a minimum of one (1) year demonstrated experience related to the position;

(iii) have demonstrated knowledge of database design and administration.

- b) For appointment at or promotion to the rank of Database Administrator, a person must;
  - (i) hold a University degree in Computer Science or relevant area;
  - (ii) have at least three (3) years professional experience in database design and administration;
  - (iii) have a demonstrable knowledge of database administration and/or on-line educational platforms and/or other multi-media educational tools.
- c) For appointment at or promotion to the rank of Senior Professional Staff, a person must;
  - (i) hold a Master's degree;
  - (ii) have a minimum of nine (9) years professional experience in areas directly related to position requirements, with at least five (5) years of in senior professional positions in a higher education environment OR at least five (5) years of professional activity at NOSM of which at least three (3) years shall have been at the rank of DA or equivalent;
  - (iii) have significant and consistent record of professional achievement and contribution, which includes elements that are beyond the satisfactory range if the performance of duties for the rank of DA;
  - (iv) have a significant record of public/university service ability and contribution.

## 8. Appointment of Members of the Bargaining Unit

- a) New appointments that fall within the Bargaining Unit shall normally be advertised within and outside the School.
- b) Cases in which new appointments shall not normally be advertised are limited to term appointments made as per section 6 (vi) and spousal hiring that arises as per section 8.
- c) Faculty and Librarian vacancies shall be advertised in University Affairs and the CAUT Bulletin (except when it is impracticable due to publication deadlines to publish in both, in which case the CAUT Bulletin shall suffice) and other publications that may be especially directed to professionals who belong to any of the four (4) designated employment equity groups.
- d) As per Article 1.9 (Employment Equity) advertisements shall contain a clause stating that the School is committed to Employment Equity.

- e) Advertisements for all vacant positions shall refer to website locations where candidates can access the Collective Agreement.
- f) Academic Search Committee (Faculty, Including Research Chairs, and Professional Librarians):

The appropriate Division Head or Director of Health Sciences Library shall draft a job advertisement in collaboration with Members of the academic unit to which the position is attached. Job advertisements for Lecturer IPE shall be prepared by the immediate supervisor.

The members of the academic unit to which the position is attached shall evaluate candidates through a Unit selection committee which shall be as inclusive of the Unit's Members as possible.

- (i) In the case of Research Chairs, where membership in a particular Unit is candidate dependent, the selection committee shall be created by the Associate Dean Faculty Affairs, in discussion with the Union and shall consist of: members of all appropriate Units, up to two (2) academic colleagues from a university or other research institute, and up to two (2) appropriate administrators of the School not otherwise involved in the hiring process. The majority on the committee will be non senior administrative faculty Members.

All Unit search committees for new Faculty appointments shall include at least one (1) woman. Where the Unit has no women Members, the immediate supervisor, in consultation with the Unit, shall appoint a woman Member from another Unit to the search committee.

- (ii) The Board shall give selection committee members information concerning the Board's obligations with respect to Employment Equity.
- (iii) At the end of the review process which will include interviewing candidates short-listed by the committee, and seeking input from all Members of the unit, the selection committee shall provide its written recommendation to the Unit supervisor. This recommendation shall clearly state the reasons for the recommendations, including how equity provisions were applied.
- (iv) The Unit supervisor shall communicate the selection committee's recommendations(s) through the Associate Dean of Faculty Affairs to the Dean.

- g) The Employer will, in the interview invitation to candidates for a position in the Bargaining Unit include:

- (i) The NOSM internet website link through which the candidate can access the Collective Agreement and an offer to provide the interviewee with a hard copy of the Collective Agreement.
- (ii) The name and telephone number of the Union President and an opportunity for the candidate to arrange a meeting with a representative of the Union (name, telephone number and e-mail).
- (iii) The Union shall forward to the Employer on a regular basis the current name and contact details for the President and the contact representative of the Union for inclusion in the interview invitation.
- (iv) In addition, offers of appointment shall require the candidate to sign that they have had an opportunity to receive the advice of the Union prior to accepting the offer.

As per Article 1.9 (Employment Equity), if two (2) or more candidates have been judged to be substantially equal in qualifications and appropriateness of academic specialization, priority shall be given to Canadian citizens, permanent residents, and persons on minister's permits.

- h) Where selection has to take place among substantially equally qualified candidates, relevant criteria for appointment shall include teaching and professional experience, scholarly achievement and potential, and Employment Equity goals.
- i) In disciplines where it is difficult to attract qualified Faculty, and/or in order to achieve Employment Equity goals, the Board and Union shall work together to devise and implement innovative appointment arrangements in order to combine appointments with the opportunity to complete relevant degrees.
- j) Appointments shall be made only in the status categories referred to in this Agreement, viz, limited term, tenure track (in the case of Faculty), probationary (in the case of Professional Librarians), and tenured/continuing. From time to time the Parties may agree to other categories.
- k) Candidates from within the Bargaining Unit shall be entitled to consideration for all advertised posts.
- l) Appointments shall be made by the Dean on behalf of the Board and on considering the recommendation of the Unit selection committee. Normally, the Dean shall accept the recommendation, however, the Dean may reject the recommendation for good and sufficient reasons. In such cases the Dean will advise the selection committee in writing of the reasons for rejecting the recommendation within (30) working days of the date of the letter of the selection committee's recommendation.

- m) Letters of appointment shall specify all terms and conditions of appointment, including rank, status, salary, academic unit(s), and campus location. The letter of appointment shall not contain any conditions inconsistent with this Agreement. A copy of the letter of appointment, or revisions thereof, shall be forwarded to the Union at the same time as the original is sent to the candidate. The candidate's telephone/fax numbers and email address, as well as any other means of contacting the candidate, will be included if the candidate has provided them.
- n) In the event that an appointee will have duties and responsibilities in more than one Unit or program then one Unit shall be declared to be the Member's Unit. Wherever in this Agreement recommendations or evaluations of a Member's performance are required from a Unit, in addition to the recommendation or evaluation from the assigned Unit, the other Unit(s) or program(s) shall also submit their recommendation or evaluation; these recommendations shall carry a weight approximately proportional to the duties and responsibilities of the Member in each Unit/program.
- o) Upon appointment new Members shall provide the Dean copies of their birth certificate, or equivalent document, and certified copies of their academic degrees and, if required for the position, their professional qualifications.

#### 9. Limited Term Appointments (Faculty)

- a) Limited term appointments are appointments that carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Limited term appointees must be assigned to an academic Unit and shall be considered Members unless excluded by Article 1.10 (Recognition of the Bargaining Unit). Limited term appointments are utilized:
  - (i) to bring distinguished visitors to the School;
  - (ii) for exchange appointments;
  - (iii) to provide replacements for Members on leave;
  - (iv) to respond to specific academic needs which the Board, for academic and/or budgetary reasons, does not wish to result in an appointment in the tenure track stream. This shall be done in consultation with the Union;
  - (v) for appointments to programs with provisional funding or of a trial nature;
  - (vi) to make a temporary appointment when a tenure track competition has failed to produce a willing candidate who satisfies all the criteria for the position.

- b) Term appointees may not apply for promotion in the final year of their term appointment, unless they had been prevented from applying in the year immediately preceding. A term appointee reappointed to a further term appointment or a term appointee reappointed to a tenure track position shall be reappointed to the same rank that he/she held in the previous appointment. A Member so reappointed may, subsequent to reappointment, also apply for a promotion as per Article 2.7 (Promotion Procedures). If the Member is granted a promotion, the said promotion shall be retroactive to the date of the Member's reappointment.
- c) Term appointments shall be limited to a total of three (3) years, except by agreement of the Parties. In cases where the limited term appointment is a replacement for an academic administrator, the appointment may be for a term up to five (5) years. No limited term appointment involving teaching for one (1) session shall be for fewer than six (6) months at one hundred percent (100%) of a full-time load; limited term appointments involving teaching for two (2) sessions per year shall be for no fewer than twelve (12) months at one hundred percent (100%) of a full-time load. The term limits three (3) or five (5) years shall apply whether or not the term appointments are consecutive or intermittent.

The appointment process for term appointments is the same as that for tenure track, or tenure appointments.

- d) The non-renewal of a term appointment shall not be subject to grievance except in cases where non-renewal results from discrimination on prohibited grounds or violations of Academic Freedom.
- e) For the duration of this Agreement, the Board agrees that the total number of limited term appointments will not exceed thirty percent (30%) of the total number of Faculty Members except with the agreement of the Parties.

#### 10. Tenure Track Appointments/Tenure Faculty Appointments

- a) Tenure track appointments are defined as appointments normally lasting up to a maximum of five (5) years, during which time the Board and the Member are afforded an opportunity for mutual appraisal.

The time limits specified above may be extended in the following situations:

- (i) when the candidate has been granted leave as per this Agreement;
- (ii) when a Faculty Member has had an unusual career path at the School, for example, someone who undertakes graduate work or whose career is redirected during the period of the Member's tenure-track appointments.

In both of the above cases the Member and/or the Member's immediate supervisor shall apply to the FPC and the extent to which the time limits are to be extended shall be determined on recommendation from the immediate supervisor.

- b) Tenure track status does not imply that the Board will grant tenure at the end of the probationary period; it does imply that the Board will give serious consideration to awarding tenure.
- c) Should a Member holding a term appointment wish to apply for a tenure track appointment, the Member's application shall be considered in the normal way along with all other applications for the position. Should such a Member be appointed to the tenure track position, at the Member's discretion, the Member's tenure track period may be reduced by up to the number of years that the Member has served in limited term appointment(s) to a maximum of three (3) years.
- d) Faculty appointed on tenure track status will be considered for tenure no later than one (1) year before the specified end of the appointment according to the tenure evaluation procedures detailed in 2.6 (Tenure Evaluation Procedures).
- e) The tenure evaluation is to be conducted in accordance with the procedures set out in Article 2.6 (Tenure Evaluation Procedures), and will result in a decision either to award tenure, award an additional year of probation, or to allow the appointment to lapse.
- f) Tenure appointments are continuing appointments as per Article 2.6 (Tenure Evaluation Procedures).

#### 11. Spousal Hiring Appointments (Faculty)

- a) When a candidate has been recommended by a Unit for a tenure-track or tenured position and has a spouse/partner (married or common law) who may be qualified for an academic position, a Unit appropriate to the discipline of the spouse or partner may recommend a 1-3 year term appointment without advertising under the following conditions:
  - (i) the Dean has confirmed the availability of a position within the Unit in question;
  - (ii) the immediate supervisor has made available an application file for viewing by all Members of that Unit and has arranged interviews and open meetings with the candidate and the Members in the Unit, on campus or through telecommunications technology; a majority of the full-time Members of the Academic Unit by vote have approved of the recommendation, including the term of the appointment when applicable;

(iii) the appointment has been approved by the Dean after review of the application file and the Unit recommendation.

- b) Notwithstanding the provisions of this Article, an appointment made under the provisions may be extended, subject to Unit approval, for a period of up to five (5) years in total.

At any time, the total number of unadvertised spousal appointments shall not exceed one (1) per Unit.

## 12. Librarian Appointments

Appointment of Librarians may be made at any time during the year, and shall be one of the following types:

- (i) limited term;
- (ii) probationary; or
- (iii) continuing.

### b) Limited Term Appointment

(i) A limited term appointment is for a stated period of time and carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for a continuing appointment.

(ii) A limited term appointment can only be made:

- to provide a replacement for a Member on leave;
- for short term needs and special limited duration funding initiatives;
- to make a temporary appointment when a competition has failed to produce a willing candidate who satisfies all the criteria for the position;
- for exchange appointments.

### c) Probationary Appointment

A probationary appointment shall be for one (1) or two (2) years and a probationary appointment longer than one (1) year shall only be given to Members without prior experience in a medical school or university library. The purpose of a probationary appointment period is to ascertain the suitability of the Member and for the probationary Member to demonstrate the probationary Member's ability to meet the rights, responsibilities and duties of the position.

d) The probationary period shall extend from the date of appointment by the Board.

- e) The probationary period shall be extended upon the Member's return to regular duties if, during the probationary period:
  - (i) the Member has been absent on one (1) or more leaves that are at least three (3) months in total duration; and/or
  - (ii) the Member has been absent on Long Term Disability.

The extension of a probationary period under (ii) shall be for a period of time equivalent to the total amount of time the Member was on leave and/or on Long Term Disability, to a maximum of one year. The probationary period may be extended a further one (1) year.

f) Continuing Evaluation Procedures

In the case of Librarian I see Article 2.7 section 12. In the case of Librarian II, III or IV, three (3) months prior to the end of the term of an initial probationary period the Director, Health Sciences Library, will forward a written assessment/recommendation to the LPC (with a copy to the Member at the same time) and once received the LPC shall review the appointment and performance as per Article 2.7 (Promotion Procedures) section 12.2. The probationary evaluation will result in a decision to award a continuing appointment award, an additional year of continuing status, or to allow the appointment to lapse. The LPC shall make a recommendation to the Dean with relevant documentations per Article 2.7 section 13. The Dean shall confirm or refer back the decision as per Article 2.7 section 14. Notice periods and termination allowances shall be as per Article 2.7 sections 12.1 and 12.3.

g) Continuing Appointment

A continuing appointment shall continue until retirement or until otherwise terminated pursuant to this Agreement.

13. Lecturer IPE Appointments

- a) Appointments for Lecturer IPE positions shall be as per this section save no exchange appointments. Applications for continuing appointments for Lecturer IPE shall follow the same processes for Professional Librarians as per this section save that for Director of the Health Sciences Library read Immediate supervisor, and any review shall be done by the Faculty Personnel Committee evaluating the candidate against criteria appropriate to a Lecturer IPE's rights, responsibilities and duties rather than that of a Professional Librarian. Appointment procedures for Lecturer IPE shall follow those of faculty Members.

14. Appointment of Professional Staff Members

The guidelines criteria for appointment and promotion for Professional Staff are found in sections 5, 6, 7.

Appointment of Professional Staff may be made at any time during the year, and shall be one of the following types:

- (i) limited term;
- (ii) probationary; or
- (iii) continuing.

a) Limited Term Appointments

(i) A limited term appointment is for a stated period of time and carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for a continuing appointment.

(ii) A limited term appointment can only be made:

- to provide a replacement for a Member on leave;
- for short term needs and special limited duration funding initiatives;
- to make a temporary appointment when a competition has failed to produce a willing candidate who satisfies all the criteria for the position;
- for exchange appointments.

b) continuing appointments, regardless of position, are initially probationary, or continuing for an indefinite term. Normally, a continuing appointment shall commence with a six (6) month probationary period, except where such appointment is immediately preceded by a term appointment of no less than six (6) months in which case the probationary period may be eliminated.

c) When a continuing position becomes or is newly established, and a term Staff Member hired through open competition for the term work has been satisfactorily performing the same job duties for at least three (3) months, the term Staff Member shall be short listed and shall get an interview for the position.

d) Probationary

The purpose of the probationary period is to allow the Board to ascertain the suitability of the probationary Staff Member and for the probationary Staff Member to demonstrate the probationary Staff Member's ability to meet the rights, responsibilities and duties of the position. The Board shall make a fair assessment and give the probationary Staff Member a fair opportunity to demonstrate the

probationary Staff Member's ability. The Staff Member must make a reasonable effort to understand and meet the requisite rights, responsibilities and duties of the position.

- e) The probationary period shall extend from the date of appointment by the Board.
- f) The probationary period shall be extended upon the Staff Member's return to regular duties if, during the probationary period:
  - (i) the Staff Member has been absent on one or more leaves that are at least three (3) months in total duration; and/or
  - (ii) the Staff Member has been absent on Long Term Disability.

The extension of a probationary period under (ii) shall be for a period of time equivalent to the total amount of time the Staff Member was on leave and/or on Long Term Disability, to a maximum of one (1) year. The probationary period may be extended a further one (1) year.

- g) Three (3) months prior to the end of the term of an initial probationary period, both the immediate supervisor and separately a Review Committee having a composition similar to that of the Search Committee recommending initial appointment shall review the appointment and performance and shall recommend to the appropriate Associate Dean one of the following courses of action:
  - (i) appointment for an indefinite term (continuing, appointment);
  - (ii) extension of probationary period for a further period not to exceed twelve (12) months;
  - (iii) termination of appointment at the end of the term of the probationary period.
- h) The appointee shall be advised in writing with respect to continuation not later than two (2) months prior to the end of the term of the probationary period.
- i) Not later than three (3) months prior to the end of the term of an extended probationary period, a Review Committee having composition similar to that of the Search Committee recommending initial appointment shall review the appointment and shall recommend one (1) of the following courses of action to the appropriate Associate Dean for approval:
  - (i) appointment for an indefinite term (continuing, appointment);
  - (ii) termination of appointment at the end of the term of the probationary period.
- j) The review of appointment and performance provided for shall involve the application of the criteria for appointment set out in sections 5,6,7 (Promotion Procedures) in

accordance with the duties which have been assigned to the Staff Member over the period of reference.

- k) Where the appointee has not been advised with respect to continuation at least two (2) months prior to the end of a probationary appointment and the decision is negative with respect to continuation the appointee shall be granted a termination allowance equivalent to two (2) months salary or have their contract extended to run for two (2) months after notice is given.
- l) In those cases in which the Review Committee recommends appointment for an indefinite term, to a continuing appointment, the appropriate Associate Dean shall consider and may decide to also recommend an improvement in rank.
- m) A continuing appointment shall continue until retirement or until otherwise terminated pursuant to this Agreement
  - (i) Within thirty (30) days of the Professional Staff Review Committee decision the appropriate Associate Dean shall confirm or refer back, the decision. In the event that the Associate Dean refers back the decision, the Associate Dean shall state to the candidate and the Review Committee, in writing the reasons for the action. The Review Committee must re-examine and address the Associate Dean's concerns within twenty-one (21) days. In making a final decision whether to offer a continuing appointment the Associate Dean shall also take into consideration any representations made by the Member as well as the response of the Review Committee to the specific concerns expressed. The decision of the Associate Dean whether or not to offer a continuing appointment shall be communicated in writing by the Associate Dean to the Member with a copy to the Review Committee and to the Union within thirty (30) days after the process identified in this section have been concluded.
- n) Appointment Procedure
  - (i) An appropriate committee which will include Members of the relevant Professional Staff group chaired by the immediate supervisor or the immediate supervisor's designate shall recommend the kind of appointment that may be made and the rank approved for the position. The criteria for appointment of Professional Staff shall be based on sections 5, 6 and 7, (Promotion Procedures).
  - (ii) Professional positions shall first be advertised internally for ten (10) working days, after which a review of the candidates will be conducted. If no internal candidates (see Article 2.5.s.10 c) (Appointment and Renewal) come forward or if none is chosen, the post will be advertised externally immediately.
  - (iii) Applications for appointment to a continuing position shall be considered by a Search Committee composed as in i) above.

- (iv) The immediate supervisor shall request the Dean to make an offer of appointment to the recommended candidate specifying the rank, salary and other conditions and the Dean shall enclose with the offer a copy of this Agreement.
  - (v) Exemptions from the normal appointment procedure specified in this Article may occur only if a position becomes vacant within six (6) months after a new appointment to the position has commenced. In such a case, the Search Committee may choose to recommend another qualified candidate for appointment from the original search file rather than conduct a new search. In such cases the Union shall be consulted in writing prior to the Search Committee recommending such an appointment. The Union shall have five (5) working days, or longer at the mutual agreement of the Parties, to respond.
  - (vi) A letter of appointment signed by the Dean specifying the classification or rank, salary, appointment date, and this Agreement together constitute a contract of employment between the appointee and the Board.
- o) Transfers of Professional Staff
- (i) All current Professional Staff Members shall be entitled to apply for a transfer when Professional Staff positions are posted internally as per the Collective Agreement.
  - (ii) A Member transferred to a new position shall be appointed for a trial period which shall be determined at the time of the transfer. The trial period shall be a minimum of three months but may be extended to a maximum of six months if the Member requires additional training for the position. The Board shall provide and bear the costs of such training.
  - (iii) The salary and other conditions of employment of a transferred Member shall be adjusted immediately upon appointment to the new position. Such adjustments shall not entail any loss of salary, service, or any other entitlement previously earned by the Member, it being understood that the Member's salary may not exceed the maximum of the new position.
  - (iv) At the end of the trial period, the Board shall evaluate the performance of the transferred Member. This evaluation shall not be inconsistent with the collective agreement. If a transferred Member's performance is found to be unsatisfactory or if the transferred member is unable or unwilling to continue to perform the duties associated with the new position, the member shall return to their former position in Unit 1 at their former salary without loss of service or any other entitlements earned by the Member.

- (v) In the event that a Member transferred to a posted position returns to their former position, the vacant position shall be re-posted in accordance with this article.

## **ARTICLE 2.6 - TENURE EVALUATION PROCEDURES**

1.
  - a) In the interest of the School, university community and of society at large, tenure protects free criticism and independent judgment and hence forms an integral part of Academic Freedom per Article 1.3 (Academic Freedom).
  - b) Tenure means permanency of appointment. Such an appointment may be terminated through resignation, retirement, dismissal for just cause as established by a proper hearing consistent with the terms of this Agreement, or as otherwise stated in this Agreement. In addition such an appointment may be transferred to one of the host Universities (Lakehead or Laurentian) if and as established in this Agreement. Tenure includes the right during appointment to Academic Freedom and to fair consideration for increases in responsibility and salary, and promotions in rank.
2. Tenure Evaluation
  - a) Members on tenure track appointments shall normally begin to undergo a formal tenure evaluation by the FPC no later than September 30 of the final year of their tenure track status.
    - (i) However, Members may apply for tenure one (1) or two (2) years prior to the final year of their tenure track status. An early application for tenure does not result in a termination of appointment. Members considered for tenure at the end of the normal tenure track period may be awarded tenure, denied tenure, or if the Member has not made an early application for tenure, may have the Member's tenure track period extended by one (1) additional year, during which he/she shall be evaluated for tenure for a final time. A Member may not be considered for tenure more than twice.
    - (ii) However, in recognition of the fact that Members may have to deal with heavier than normal personal responsibilities or extraordinary circumstances, not faced by the majority of other Members, the opportunity is provided for a Member to request a delay of up to two (2) years in the tenure review process. Members wishing to delay their final tenure evaluation must apply in writing to the appropriate immediate supervisor no later than July 1 of the final year of their tenure track appointment describing the special circumstances why a delay in tenure review is requested, identifying the particular area in the performance of the Member that would be strengthened by the delay and what steps the Member will take to meet the requirements for tenure during the period of the delay. The immediate supervisor, will forward a recommendation to the Dean who will render a decision by September 1. The Dean may

authorize a delay in tenure evaluation for up to two (2) years. If the Dean does not authorize a delay in tenure evaluation, the evaluation will proceed.

- (iii) Members who have taken maternity leave of seventeen (17) weeks or adoption leave of eight (8) weeks as provided under Article 3.9 (Family Responsibility) during their tenure track period may elect to postpone the mandated evaluations leading to tenure (both the evaluation for renewal of the tenure track appointment and the final tenure evaluation) by one (1) year for each incident of leave period.
- (iv) The application for tenure shall reach the Division Head no later than September 30, for decision in that academic year.

b) This evaluation shall be based exclusively on an assessment of:

- (i) The tenure track Faculty Member's performance, as exemplified in teaching and scholarly activity. The nature and scope of past teaching activities shall be taken into account in assessing a Member. In no instance will tenure be awarded if teaching performance is judged unsatisfactory.
- (ii) The tenure track Faculty Member's contribution to the Unit, to the School, and as appropriate to the wider community, including the Universities (Lakehead and Laurentian); and
- (iii) Whether the tenure track Faculty Member has met the formal educational and/or professional and/or linguistic qualifications specified in the original letter of appointment.

c) In the conduct of its tenure evaluation, the FPC shall:

- (i) Ask each full-time tenured Faculty Member in the Unit concerned for a written assessment of the candidate, plus a recommendation in terms of the criteria stated in 2 b) above. Each full-time tenured Member, not on the Faculty Personnel Committee, has a responsibility to submit such an assessment. The Members' reports shall be forwarded to the FPC not later than October 15, and summaries shall be made available to the candidate by the Chair of the FPC, without attribution of assessors.
- (ii) Receive a written assessment/recommendation from the immediate supervisor not later than October 15 and forward a copy to the Member.

In cases where fewer than four (4) colleagues are required (by reason of tenure, etc.) to provide assessments, a Memorandum of Agreement shall be entered into with the Union and in consultation with the Member and with other Members of the Unit to provide an appropriately-sized and appropriately-qualified panel of assessors.

Notwithstanding the foregoing, any Member being assessed has the right to nominate and have introduced assessments from additional colleagues in or outside of the School with relevant qualifications and experience. The Member shall so inform the immediate supervisor in applying for tenure or promotion, and the immediate supervisor shall officially request assessments from the nominated assessors. The FPC will be responsible for deciding what weight to give such assessments.

(iii) Assess the tenure track Faculty Member's teaching/professional activities by means of evaluations, including learner evaluations found in the candidate's teaching dossier or personnel file.

(iv) Interview the tenure track Faculty Member.

(v) Forward a written assessment of the candidate including the assessment/recommendation of the immediate supervisor, and their decision, in terms of the criteria stated in 2 b), consistent with Article 2.1 (Rights, Responsibilities and Duties of Teaching Faculty and Librarians), to the Dean with a copy to the probationer, no later than November 15 of the academic year in which the evaluation takes place.

d) Within thirty (30) working days of the FPC decision the Dean shall confirm or refer back, the decision. In the event that the Dean refers back the decision, the Dean shall state to the candidate and the FPC, in writing, the reasons for the action. The Committee must re-examine and address the Dean's concerns within twenty-one (21) working days. In making a final decision whether to offer tenure the Dean shall also take into consideration any representations made by the Member as well as the response of the FPC to the specific concerns expressed. The decision of the Dean whether or not to offer tenure shall be communicated in writing by the Dean to the Member with a copy to the FPC and to the Union by January 15 of the academic year in which the Member is considered for tenure.

3. Confirmation of tenure for Assistant Professors results in automatic and simultaneous promotion to the rank of Associate Professor.

## **ARTICLE 2.7 - PROMOTION PROCEDURES**

1. For Faculty and Librarians the term "promotion" applies to advancement from the rank of Lecturer to Assistant Professor, Assistant Professor to Associate Professor and Associate Professor to Professor, or to corresponding advancement for the Librarians from the rank of Librarian I to Librarian II, Librarian II to Librarian III and Librarian III to Librarian IV. For Professional Staff the term "promotion" applies to advancement from the rank of Assistant Curriculum Instructional Designer to Curriculum Instructional Designer, Curriculum Instructional Designer to Senior Professional Staff, or to advancement from the rank Learner Affairs Officer to Senior

Learner Affairs Officer, and Senior Learner Affairs Officer to Senior Professional Staff, or to advancement from the rank of Assistant ME Database Administrator to ME Database Administrator to Senior Professional Staff.

The Faculty Relations Officer acts as the Secretary for the FPC/LPC.

2. A Member is eligible to apply for promotion while on leave, but the Member is responsible for maintaining contact with the School and for all expenses incurred in making appearances when requested.
3. If a Member must defer an application for promotion as a result of a leave necessitated by family responsibility or ill health, the promotion application will be received and reviewed in the cycle of applications following completion of the leave. The promotion application shall include reference to the need to delay the application and a request that the appropriate promotions committee recommend an additional PTR increment.

The Member shall not cite any specifics concerning their illness in the request, merely state that he/she was on leave, the length of the leave, and a confirmation that the leave resulted in the deferral of a promotion application for one (1) year. If the promotion application is approved a PTR increment may be awarded retroactively on the recommendation of the appropriate committee. The Dean may not unreasonably deny the request of the committee.

4. Members shall normally apply for their own promotion. Applications may also be submitted by immediate supervisors on behalf of Members who have not themselves applied where the Members have declared their willingness to be considered.

**For Faculty and Librarians:**

5. Applications shall be made to the applicant's Division Head. Four (4) copies of all necessary and relevant documentation shall be provided and eight (8) copies for applications for promotion to Professor/Librarian IV and an electronic version which the Board may make available to members of the FPC/LPC and Unit Members on the NOSM intranet via password access restricted to the FPC/LPC members and Unit Members.
6. The application for promotion shall reach the Division Head not later than September 30, for decision in that Academic Year. Members are urged to consult with the Division Head well in advance of the application deadline. If the Member so requests by September 1, the Division Head will review the application and prepare a preliminary written assessment based on the requirements set out in the appropriate paragraphs of Article 2.5 (Appointment and Renewal) within two (2) weeks of receiving the Member's application. A copy of this assessment will immediately be forwarded to the Member who will then have to decide whether or not to proceed with the application. If the preliminary assessment is negative, the Division Head will meet

to explain it and to suggest what action should be taken to give a future application a reasonable chance of success.

7. The following documents must be attached to the application for promotion and must be submitted at the time of application:
  - a) An updated curriculum vitae and, for faculty, teaching dossier, of the applicant.
  - b) In the case of faculty, a copy of the research and creative works and any other relevant item(s) the applicant wishes to have considered in the examination of the application, it being understood that the applicant may attach a clear and detailed description of these works when the works are such that their physical submission is not practical. Barring unusual circumstances, it is assumed in the case of promotions to the rank of Professor, that all research and creative works submitted by the applicant will be made available to the external referees for review.
  - c) In the case of Librarians, material necessary for an evaluation of the candidate's performance related to the criteria for promotion outlined in Article 2.5 s. 4 (Determination of Rank of Librarians)
  - d) For applications for promotion to Professor/Librarian IV: A list of at least three (3) referees (at least two (2) of whom are from outside the host universities) qualified to assess the research and creative works of the applicant of which two (2) will be chosen. Along with that list, the Member shall submit a written declaration of any personal association or collaboration with the persons listed.
8. For promotions to the rank of Professor/Librarian IV, where the preliminary assessment of the Division Head on prior review of the application as per section.6 is positive, or where a Member decides to proceed with the Member's application in spite of a negative preliminary assessment, the immediate supervisor shall ask each full-time tenured or tenure track Member of the applicant's Unit(s) who is not a member of the Faculty Personnel Committee (Article 2.15, 5a) for a written assessment, using an appropriate form designed for the purpose, of the candidate in terms of the relevant criteria for promotion. Summaries of the assessments shall be prepared by the Division Head, and shall be forwarded to the Chair of the FPC/LPC not later than October 31 without attribution to assessors. Summaries shall be made available to the candidate without attribution of assessors.

For promotion to ranks other than Professor/Librarians IV these assessments shall be made available to the applicant as soon as summaries have been completed but at least one (1) week before an FPC/LPC considers a given case. For promotions to the rank of Professor the summaries will be completed but not forwarded to the applicant until after the external assessments have been obtained.

9. The Division Head will prepare an assessment/recommendation for each Member who has applied for promotion and forward this to the appropriate FPC/LPC not later than October 31. For promotions to the rank of Professor/Librarian IV, the Division Head shall forward the external assessor reports with attribution to the FPC/LPC and may append additional comments to the assessment within one week of receiving the reports of the external assessors. At that time the Chair of the FPC/LPC will review the assessments for potential conflict of interest. These assessments without attribution of assessors shall be made available to Members as soon as they are prepared and at least one week before an FPC/LPC considers a given case. The letter of recommendation from the Division Head shall come from an outgoing Division Head (if the person is able and willing to do it) in cases in which the current incumbent Division Head has not received and made a recommendation on at least one annual report from the Member applicant.
10. The appropriate FPC/LPC shall study each application and all relevant documentation and shall decide whether the criteria have been met. In making the decision, the FPC/LPC shall refer to:
  - a) Article 2.1 (Rights, Responsibilities and Duties of Teaching Faculty and Librarians)
  - b) Article 2.9 (Assessment of a Member's Performance)
  - c) Article 2.5 (Appointment and Renewal)

For appointment/promotion to the rank of Professor/Librarian IV, the FPC/LPC shall consider the assessment of the Member's scholarly activity as judged by four (4) external referees. Two (2) of these referees will be nominated by the candidate.

11. Once the external assessment of the applicant's research or creative works is completed, the FPC/LPC shall forward summaries without identification of author of all solicited information from external referees, or otherwise confidential information to the applicant.
12. In the case of a Librarian I, three (3) months prior to the end of the term of an initial probationary period the Director, Health Sciences Library will prepare an assessment/recommendation and forward to the LPC and once received the LPC shall review the appointment and performance and shall recommend one of the following courses of action:
  - a) appointment for an indefinite term also known as a continuing appointment;
  - b) extension of probationary period for a further period not to exceed six (6) months;
  - c) termination of appointment at the end of the term of the probationary period.

- 12.1 The appointee shall be advised in writing with respect to continuation not later than two (2) months prior to the end of the term of the probationary period.
- 12.2 The review of appointment and performance provided for shall involve the application of the criteria for appointment set out in Article 2.5 s.4 (Appointment and Renewal) in accordance with the duties which have been assigned to the Member over the period of reference. A determination of satisfactory performance is the sole test for a positive review and recommendation.
- 12.3 Where the appointee has not been advised with respect to continuation at least three (3) months prior to the end of an initial probationary appointment and the decision is negative with respect to continuation the appointee shall be granted a termination allowance equivalent to three (3) months in the case of an initial probationary appointment (or have their contract extended to run for three months after notice is given), or five (5) months in the case of a Member on an extended probationary period (or have their contract extended to run for five months after notice is given).
- 12.4 In those cases in which the LPC recommends a continuing appointment the Committee shall also recommend an improvement in rank to Librarian II which shall be automatic on approval of the promotion. Recommendations of the Committee go to the appropriate Associate Dean and shall not be unreasonably denied.
13. When the FPC/LPC has completed its inquiries and deliberations it will forward its decision to the Dean and the appropriate Associate Dean. Except in the case of applications for promotion to Professor/Librarian IV and Librarian II, this shall be done by January 15. All relevant documentation shall be attached, including the written comments and evaluations from the Unit's (or Units') Members, the Division Head, the FPC/LPC, and in the case of applications to Professor/Librarian IV, outside referees. A copy of the FPC/LPC's decision shall be forwarded to the Member.
14. Within thirty (30) working days of the FPC/LPC decision the Dean shall confirm or refer back the decision. In the event that the Dean refers back the decision, the Dean shall state to the candidate and the FPC/LPC, in writing, the reasons for the action. The Committee must re-examine and address the Dean's concerns within twenty-one (21) working days. In making a final decision whether to promote, the Dean shall also take into consideration any representations made by the Member as well as the response of the FPC/LPC to the specific concerns expressed. The decision of the Dean whether or not to promote will be communicated in writing by the Dean to the Member with a copy to the FPC/LPC and to the Union.
15. In the case of Members at the rank of Lecturer/Librarian I and II who are awarded a doctoral degree, they shall be promoted to the rank of Assistant Professor or Librarian III as appropriate effective January 1 or July 1 whichever next follows the award of the degree provided the performance at the previous rank was satisfactory. The doctorate will be deemed to have been received when the individual can provide a diploma or a letter from the university where the doctorate is being obtained

indicating that all the conditions for the doctorate, including the thesis defence and the corrections to the thesis, have been met. Members must supply a copy of the diploma or of the letter to their Division Head with a normal application form as well as an updated Curriculum Vitae before the promotion procedures will be initiated. In the case of Librarians, Members must also demonstrate that they are holders of a Master's degree in Library Science if their doctorate is not in Library Science.

## 16. Promotion of Professional Staff Members

1. Each year on the anniversary of the Member's appointment Professional Staff Members shall be permitted to apply for promotion if they so choose. The initial application shall consist of a letter to the appropriate Associate Dean. The Associate Dean shall subsequently strike a Professional Staff Promotions Review Committee within one (1) month of receipt of application of the request for a promotion. The Committee shall be composed of three (3) Professional Staff Members. If there are insufficient Members within the School appropriate Professional Staff from the Universities (Lakehead and Laurentian) shall be invited to sit on the Committee and if no appropriate Professional Staff from the Universities are available or willing to sit NOSM Faculty and Professional Librarian Members shall be invited to sit on the Committee.

Members shall normally apply for their own promotion. Applications may also be submitted by immediate supervisor(s) on behalf of Members who have not themselves applied where the Members have declared their willingness to be considered.

The application from the Member shall include:

- (i) a letter of application;
- (ii) an updated curriculum vitae of the applicant; and,
- (iii) materials chosen by the applicant that a promotions committee would find useful for an evaluation of the candidate's performance related to the criteria for promotion for Professional Staff as outlined in the guidelines for criteria for promotion in section 15.

The immediate supervisor will prepare an assessment/recommendation for each Member who has applied for promotion and forward this to the Committee within ten (10) working days of receiving the Member's application. These assessments shall be made available to Members as soon as they are prepared and at least one week before the Committee considers a given case.

One (1) Committee member shall be chosen by the Professional Staff Member seeking promotion, one (1) by the appropriate immediate supervisor, and the third by agreement of the two (2) thus nominated. The appropriate Associate Dean shall convene the first meeting of the Promotions Review Committee and shall ensure that

relevant information is provided including supporting documentation from the Staff Member seeking promotion. The Committee shall appoint a Chair. The Associate Dean shall not sit on the committee. The Review Committee may request further information relevant to review and shall proceed according to the Agreement.

## 2. Operating Procedures

The Chair of the Professional Staff Promotions Review Committee shall ensure that the commencement of evaluations for promotion that all members of the Committee are familiar with the employment equity policies.

Before making any decision or recommendation on an individual Member, the Chair of the Committee shall invite the Member to meet with the Professional Staff Promotions Review Committee. The Member may be accompanied by a colleague of the Member's choice.

3. The Chair of the Professional Staff Promotions Review Committee shall communicate the results of the Committees review to the Associate Dean within thirty (30) working days of being struck. All relevant documentation shall be attached. The Associate Dean shall then advise the Dean of the recommendation of the Committee. Within thirty (30) working days of the Committee's decision the Dean shall confirm or refer back the recommendation. In the event that the Dean refers back the recommendation, the Dean shall state to the Committee, in writing, the reasons for the action. The Committee must re-examine and address the Dean's concerns within twenty-one (21) working days. In making a final decision whether to promote, the Dean shall also take into consideration any representations made by the Professional Staff Members as well as the response of the Committee to the specific concerns expressed. The decision of the Dean whether or not to promote will be communicated in writing by the Dean to each Member with a copy to the Committee.
4. The criteria for promotion shall be weighted according to the duties that have been assigned to the Professional Staff Member, including those in administration if applicable.

## **ARTICLE 2.8 ANNUAL REPORT FOR MEMBERS**

1. All Members of the Bargaining Unit except those Members on sabbatical or other leaves who have given prior notice to their immediate supervisors of their intent to postpone submission until their return shall submit a detailed report in writing on their activities for the preceding twelve (12) months to the immediate supervisor by May 15. The report will cover all components of the Member's responsibilities as listed under Article 2.1 and 2.3 (Rights, Responsibilities and Duties).

2. In preparing their reports, Members shall use the appropriate standardized form developed for Faculty, Librarians, LAOs, DAs and CIDs by the Parties which shall be based on Articles 2.1 and 2.3 (Rights, Responsibilities and Duties).
3. The activity report shall include the previous May 1 to April 30 period. A copy of the activity report will be placed in Member's official personnel file.
  - a) The activity report shall include the following information:
    - (i) details of the range of responsibilities and duties performed as per Articles 2.1 and 2.3 as appropriate;
    - (ii) other pertinent information deemed relevant by the Member.

## **ARTICLE 2.9 ASSESSMENT OF A MEMBER'S PERFORMANCE**

1. When making an assessment, the assessing body shall take into account all relevant factors including:
  - a) The nature and scope of past teaching/librarianship/professional staff activities;
  - b) The nature and scope of administrative responsibilities of Members;
  - c) The unique nature of the School at this time, that is, small size, remote location and demands of the first start up Medical School in three (3) decades.;
  - d) When assessing Librarians/Professional Staff, the amount of available time for scholarly activity/professional development shall be taken into account;
  - e) When assessing Lecturer IPE Members, the Lecturer IPE job description.
2. The assessment of a Member's teaching performance shall be based in the first instance on the Member's annual teaching dossier and learner statistical summary teaching evaluations contained in the teaching evaluation file which is confidential as per section 2 a (v) and which can be accessed by contacting the Evaluation Coordinator. The teaching evaluation file is an auxiliary personnel file. The Parties recognize that such statistical summaries can play a restricted role in the assessment of teaching. They will not be the exclusive basis of any such assessment. Members can provide supplementary comments to the learner evaluations statistical summaries as provided in Article 2.10 S. 10 (Personnel Files), and in Article 2.9 S.2 d). (Assessment of a Member's Performance).
  - a) Learner evaluation forms shall be agreed by the Parties.

- (i) In the case of Whole Group Session evaluation, the following shall apply: all learners shall be asked to evaluate each Member's performance.
  - (ii) In the case of co-taught Whole Group Sessions, the following shall apply: there shall be separate evaluations for each professor.
  - (iii) In the case of small group sessions evaluation, the following shall apply: all learners shall be asked to evaluate each Member's performance at the end of each module.
  - (iv) Members are free to create learner evaluation instruments in consultation with the Associate Dean, Faculty Affairs, who shall give permission for them to be administered as appropriate. Requests for such assistance from the Associate Dean, Faculty Affairs shall not be unreasonably denied. Where approved, they can be a part of the Member's teaching dossier.
  - (v) Learner evaluations of teaching (statistical summaries and written comments) shall be confidential material, to be examined only by the Member, the Member's Division Head, and if the Member wishes it, an Associate Dean. Statistical summaries however shall be available to the Faculty Personnel Committee for tenure and promotion reviews. Division Heads are free to comment on peer and learner evaluations of teaching in general terms in their letters of reference. Teaching evaluations shall not be made available to learners or the public.
  - (vi) Peer reviews of teaching may only be conducted on the request of Members, who are free to invite faculty colleagues into their classrooms to conduct peer reviews of their teaching. These peer reviews shall be confidential material, to be examined only by the Member, Members are free to include these peer reviews in their teaching dossier and/or request their inclusion in their teaching evaluation auxiliary personnel file.
- b) It is the responsibility of Members to maintain on an annual basis their teaching dossiers. The annual dossier must contain at least the following material:
- (i) material to inform an evaluation of their teaching;
  - (ii) any other material that the Member deems relevant to the Member's teaching role.
- c) Should a Member feel that a teaching assignment should be exempt from learner evaluation, reasons for exemption should be addressed to the Associate Dean Faculty Affairs at least four (4) weeks prior to the teaching assignment date(s). The Associate Dean Faculty Affairs shall communicate their decision on the request within two (2) weeks, which shall not be unreasonably denied. In the event that the request is accepted, no evaluation shall take place.

3. For purposes of this Article, teaching includes the following activities performed by Members of the Bargaining Unit either in a classroom, through correspondence, or from a distance through the use of technologically assisted instruction:
  - a) giving courses; conducting seminars; guiding tutorials, and laboratories; supervising fieldwork and individual study projects;
  - b) preparing and correcting assignments, tests and examinations;
  - c) guiding the work of teaching assistants, markers and laboratory instructors;
  - d) guiding and evaluating learners' individual work, such as theses and papers;
  - e) granting individual consultations outside of class or laboratory time;
  - f) participating in the development of teaching methods, programs or course content;
  - g) preparing instructional material, laboratory exercises and course notes for the Member's own learners;
  - h) writing textbooks, it being understood that such textbooks are primarily considered a component of a Member's scholarship.
  - i) module coordination.
  - j) phase coordination.
  - k) chairing a course committee or Lab Development Working Group.
- 3.1 All other activities in which the Member engages for the purposes of preparing courses and seminars are considered teaching activities.
- 3.2 Any person or committee assessing a Member's teaching performance shall seek to balance all aspects of teaching as well as the Unit and/or faculty context within which the Member works. Assessments of teaching performance must take due note that:
  - a) a Member's strong performance in some aspects of teaching may compensate for a weaker performance in other aspects of teaching;
  - b) a Member's teaching shall be considered that much better if performance is good in several kinds of teaching activities;
  - c) a discipline may differ significantly from the disciplines of other Faculty as a whole, and this may or may not influence interpretation of information on teaching

performance by individual Members. Differences between Units and disciplines must be considered when assessing teaching performance.

- 3.3 Any person or committee assessing a Member's teaching performance shall review all relevant information including but not limited to:
  - a) the size, type and nature and level of the teaching;
  - b) the nature of the subject matter;
  - c) the experience of the Member with the material, and the number of new teaching assignments assigned to the Member;
  - d) the role of the Member and the method of delivery;
  - e) the quality and utility of pedagogical materials prepared by the Member;
  - f) the Member's contributions in the areas of pedagogical development and innovation and the complexity and risk such innovation entails;
  - g) statistical summaries of learner teaching evaluations.
- 3.4 Any Member whose teaching performance is being evaluated has the right to submit any information they believe to be relevant to the evaluation.
- 3.5 Any person or committee assessing a Member's teaching performance shall make due allowance for any special circumstances which may affect the Member's teaching performance.
- 3.6 Any person or committee assessing a Member's teaching performance shall meet with the Member to establish relevant facts about the Member's teaching.
- 3.7 The assessment of a Member's teaching performance shall determine that performance is either "outstanding," "very good", "good", "satisfactory" or "unsatisfactory."
4. Notwithstanding the priorities for teaching/librarianship/professional staff work and/or scholarly activities as noted in the various Articles in this Agreement, the Parties recognize that the School benefits greatly from significant contributions in many areas including academic administration and/or governance, continuous involvement in a Member's professional/learned society or in a community activity directly related to the work of the School or Universities (Lakehead and Laurentian). The Parties agree that Members who have made such contributions shall have these contributions taken into especial account as compensating for lesser performance in another area.

5. Notwithstanding the priorities for scholarly activities as noted in the various Articles in this Agreement, the Parties recognize that the School benefits greatly from the contributions of Members who are exceptional teachers. Members who can make such a contribution shall have this taken into especial account as compensating for lesser performance in another area. When considering Librarians, professional service and library management skills shall be substituted for "teaching".
6. Notwithstanding the priorities for scholarly activities as noted in the various Articles in this Agreement, the Parties recognize that the School benefits greatly from the contributions of Members who demonstrate a record of creative professional activity including but not limited to professional innovation, practice, and contributions to the development of professional practice in areas such as medical education.
7. Every assessing body shall assess and evaluate according to academic standards (e.g. research, publication, teaching, scholarly activities) appropriate to the discipline of the candidate.
8. Every assessing body shall put forward its recommendation or decision in written form setting forth its findings and grounds for recommendation or decision in order that a Member may know which factors were persuasive in a recommendation or decision.
9. Division Heads are responsible for compiling blinded peer evaluations.
10. Once probation has been completed, assessment of Professional Librarians and Professional Staff shall be based on Article 4.3 (Procedures for the award/denial of a Progress through-the-Rank(s) Increments) taking into consideration relevant Articles such as 2.3.s.12, 2.4 and 2.7.s.16.4 and 5 for Professional Staff, and 2.1, 2.2 and 2.5 for Professional Librarians.

## **ARTICLE 2.10 PERSONNEL FILES**

1. Official personnel files maintained by the Board about Members of the Bargaining Unit are records of the employment history of the Member in the School. Subject to the provisions of this Agreement, the contents and use of the official personnel file are for decisions respecting terms and conditions of the employment of a Member. The purpose of this Article is to ensure that the files are used in an appropriate manner and fairly represent the Member's employment history.
2. There shall be one (1) official personnel file maintained in the office of Human Resources or in such other location designated by the Dean for each Member which shall include some or all of the following items:
  - a) pre-employment materials including correspondence associated with the application, curriculum vitae, transcripts, and letters of reference;

- b) copies of letters relating to Board actions respecting the Member, including initial appointment, annual renewal of appointment, granting of a continuing appointment, tenure, promotion, approved leaves of absence, administrative appointments, etc;
  - c) correspondence related to the Member's employment between the Member and any of the following: the Dean, the appropriate Associate Dean, the Division Head, the immediate supervisor;
  - d) materials relating to recommendations on salary, tenure, continuing appointment, and promotion save for all materials relevant to decisions of the Peer Review Committees for tenure and promotion which shall be kept in the Office of the Associate Dean Faculty Affairs and form an auxiliary personnel file;
  - e) materials respecting professional development and achievement;
  - f) copies of the Member's annual reports.
3. The immediate supervisor may keep a file on a Member, but such files shall not constitute the Member's official personnel file. These files may contain copies of some or all of the material kept in the official personnel file. The official personnel file and any other files kept pursuant to paragraph 1 shall be clearly marked as confidential. All the restrictions specified in this Article which apply to the official personnel file apply equally to all files referred to in this Article.
4. An inventory sheet shall be included in each official personnel file.
- Each official personnel file shall contain a form indicating the name of anyone who has accessed the file, the date and time the file was accessed, and the reason for accessing the file (pursuant to paragraph 7). Such recording shall exclude required access for filing and administrative purposes by Human Resources staff.
5. No anonymous material shall be kept in a Member's official personnel file.
6. Confidential material kept in a Member's official personnel file shall be subject to the following rules of storage:
- a) confidential material is limited to signed letters of reference solicited with the knowledge of the Member, and any other letter or document transmitted in confidence which the Member, the Member's immediate supervisor, the Dean, the appropriate Associate Dean, the Director of Human Resources, or a Committee solicited pursuant to this Agreement; and,
  - b) a Member shall receive an inventory of the confidential materials in the Member's official personnel file on request to the Dean, such an inventory to include the date and general subject matter of the confidential material.

7. The official personnel file shall be the only source of confidential personal employment information used in any official School proceeding. The official documents constituting the file shall be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy. Such material may be used as follows:
  - a) renewal of a probationary appointment, pursuant to Article 2.5;
  - b) tenure, pursuant to Article 2.6;
  - c) promotion, pursuant to Article 2.7;
  - d) grievance and arbitration, pursuant to Article 7.3; and,
  - e) other proceedings with the written permission of the Member and in addition, the official personnel file for Librarians may be used for;
  - f) appointment, pursuant to Article 2.5;
  - g) performance reviews, pursuant to Article 2.9.
8. Upon written request to the immediate supervisor, a Member and/or an agent authorized in writing by the Member shall have the right to examine the contents of the Member's official personnel file in the Human Resources office, except for confidential material described in 6a). Such examination shall be in the presence of a person designated by the Director of Human Resources. The Member shall not be allowed to remove their official personnel file or any part thereof from the Human Resources office. Upon written request the Member shall obtain at the Member's expense copies of the documents to which he/she has the right of examination.
9. Upon written request to the immediate supervisor, a Member shall have the right to examine the contents of their personnel files pursuant to section 3, if such files exist. Such examination shall be in the presence of a person designated by the immediate supervisor. The Member shall not be allowed to remove their personnel file or any part thereof from the relevant office. Upon written request, the Member shall obtain at the Member's expense copies of the documents to which he/she has the right of examination.
10. Members have the right to add to their files any documents they deem relevant save that they may not add material that has been removed from the file according to the provisions of this Collective Agreement. Members have the right to have all of their files supplemented or corrected in the event of error, or inadequacy. In the event of alleged distortion, Members have the right to provide additional material for inclusion in their personnel files. Members shall have the right to request the removal from their personnel file of any false, irrelevant or unsubstantiated material. Such requests

shall be made through the immediate supervisor as appropriate and must be accompanied with reasons why the material is false, irrelevant or unsubstantiated. In the event of refusal by the immediate supervisor of such a request, the immediate supervisor shall provide the Member with reasons why the material is true, relevant or substantiated, and shall send a copy of that response to the Union. Members can grieve according to the provisions of this Agreement, providing only that such grievance is initiated within forty-five (45) working days of notification by the Board to the Members that the material in dispute is to be included in their personnel file.

11. No information contained in the official personnel file of a Member, in a Member's file kept in the Dean's office, or immediate supervisor's office, or in payroll records, shall be made available to any other person or institution, except as authorized by this Agreement, by law, by the Member in writing, or by the Dean for internal administrative purposes. Access required by law shall be granted only to an individual holding a subpoena or a search warrant, and shall be granted only by the Dean or someone designated by him/her in writing. The Dean shall notify the Member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is prohibited by legal statute.
12. The Dean shall advise the Member in advance if any contents in the Member's official personnel file are to be destroyed.

#### **ARTICLE 2.11 DISCIPLINARY MEASURES OTHER THAN DISMISSAL**

1. Discipline of Members by the Board shall be only for just, reasonable and sufficient cause. The disciplinary action taken shall be fair, reasonable, commensurate with the just cause and based on the principle of progressive discipline. Disciplinary measures can only be initiated within twenty (20) working days of the date the Board knew or ought reasonably to have known of the occurrence of the matter giving rise to the discipline.
2. Correction is one of the purposes of discipline. The only disciplinary measures that may be imposed are:
  - a) a written letter of warning. The letter shall contain a clear statement of the reasons for taking the action, shall include a statement of any remedial action the Member is required to take, and shall be clearly identified as a disciplinary measure. The letter shall be placed in the Member's personnel file;
  - b) a written letter of reprimand. The letter shall contain a clear statement of the reasons for taking the action, shall include a statement of any remedial action the Members is required to take, and shall be clearly identified as a disciplinary measure. The letter shall be placed in the Member's personnel file;
  - c) suspension with pay; and
  - d) suspension without pay.

- 2.1 The School shall promulgate and communicate to Members all rules, protocols, regulations and instructions by the appropriate authority before they come into effect. A Member may not be disciplined for violation of a rule, protocol, regulation or instruction that violates this Agreement.
3.
  - a) The Dean shall notify the Member when the Board believes it has evidence of behaviour warranting disciplinary action.
  - b) The Dean shall convene a meeting with the Member, and the Member's Union representative, to discuss the evidence and hear the Member's explanation.
  - c) Should the Dean not be satisfied by the response from the Member he/she will order an investigation notifying the Member in writing that an investigation has commenced.
  - d) The investigation shall be completed within six (6) months of the letter notifying the Member of the need for an investigation.
  - e) All Parties shall respect the confidential nature of the allegations.
4. When the Dean is satisfied following an investigation that there is just cause to discipline a Member, the Dean shall do so by written communication to the Member, setting out therein the reasons therefore. When the Dean is satisfied following the investigation that there is just cause to write a formal reprimand the immediate supervisor shall do so directly, although the Member has the right of review per Article 2.10 (Personnel Files).
5. Cases involving the inability of a Member to perform reasonable duties by reason of physical or emotional illness shall be treated separately from cases for disciplinary measures. If sickness or disability is proven, leave shall be granted and the case dealt with within the NOSM sickness and disability provisions. In exceptional cases when behaviour providing grounds for disciplinary measures is judged to be due to illness and the Member refuses to be placed under the sickness and disability provisions of this Agreement, disciplinary procedures may be initiated. In cases in which the refusal is symptomatic of the sickness or disability, all reasonable efforts to induce the Member to receive appropriate assistance should be exhausted before resorting to discipline.
6. All letters from the Board pertaining to discipline shall be immediately copied and sent to the Union. When disciplinary proceedings are dismissed, withdrawn or resolved without disciplinary action, no records of disciplinary proceedings that identify the Member concerned shall be kept. Where there is a settlement of the matter resulting in the Member agreeing to accept disciplinary action, or where there is a report recommending disciplinary action and the disciplinary action is taken by the Dean, records of the proceedings may be maintained in the personnel file for the

purpose. Letters of reprimand or warning shall be removed from the Member's personnel file and all copies destroyed when no further discipline has been imposed on the Member for twenty (20) months from the date of the reprimand or warning. Records of more serious discipline (suspension or withholding of an increment), shall be removed from the Member's personnel files after a period of three (3) years during which no further similar or more serious discipline has been imposed on the Member.

7. The Board may suspend a Member with full pay and benefits and may relieve a Member of some or all of their duties and/or privileges when:
  - a) the Board has reasonable grounds to believe that the failure to take the action outlined herein may result in significant harm to a person associated with the School; and
  - b) the Board has considered all reasonable alternatives. In such situations, as soon as practicable:
    - (i) the basis of the Board's actions shall be fully disclosed in writing to the Union and the Member affected; and
    - (ii) the Union shall be given reasonable opportunity to address, on behalf of the Member, the basis for the suspension as cited by the Board should it choose to do so and to suggest alternatives to the suspension. The Board shall give the Union's suggestions full and reasonable consideration and shall respond in writing to the Union.

The suspension of the Member under the provisions of this Article shall be for a period no longer than reasonably necessary to address the concern of the Board.

## **ARTICLE 2.12 - DISMISSAL PROCEDURES**

1. "Dismissal" means the termination for just cause of a term appointment or a probationary appointment before the end of the stated contractual period, or the termination of a tenure or continuing (Librarian) or regular (Professional Staff) appointment for cause at any time other than retirement, without the Member's consent. Neither the failure to renew a term or probationary appointment at the end of the defined term nor the decision not to grant tenure, nor termination of an appointment for the purpose of retirement, provided these actions are in accordance with this Agreement, constitutes dismissal. Dismissal action can only be initiated within twenty (20) working days of the date the Board knew or ought reasonably to have known of the occurrence of the matter giving rise to the dismissal.
2. Just cause shall be defined as:
  - a) Any event or series of events that constitute(s) gross misconduct.

- b) Persistent failure to discharge responsibilities as defined in this Agreement either through incompetence or neglect of duties.
- 2.1 The Board shall promulgate and communicate to Members all rules, protocols, regulations and instructions by the appropriate authority before they come into effect. A Member may not be dismissed for violation of a rule, protocol, regulation or instruction that violates this Agreement.
- 3.
- a) Cases involving the inability of a Member to perform reasonable duties by reason of physical or emotional illness shall be treated separately from cases of dismissal for cause.
  - b) Where such inability has been established, leave shall be granted and the case dealt with within the NOSM sickness and disability provisions according to Articles 3.8 (Physical and Mental Illness) and 1.4 (No Discrimination) as applicable.
  - c) If the Member refuses to comply with the requirements of the NOSM sickness and disability provisions, the Dean may discipline or dismiss as appropriate. In cases in which the refusal is symptomatic of the sickness or disability, all reasonable efforts to induce the Member to receive appropriate assistance should be exhausted before resorting to discipline.
  - d) If the Dean proceeds with dismissal for cause, it shall be a sufficient defense to prevent dismissal for the Member to establish that failure to perform reasonable duties arose from physical or emotional illness.
  - e) If Members are on sickness or disability leave and consider that they have recovered and are capable of undertaking normal academic activities, they shall present medical evidence from a medical practitioner to their immediate supervisor and the Members shall be reinstated with full rights and benefits forthwith.
4. Where the immediate supervisor is satisfied that there is just cause to warrant dismissal proceedings, the immediate supervisor shall make a recommendation, in writing to the Dean.
5. If the Dean is satisfied that there is a prima facie case, the Dean shall initiate dismissal proceedings in the following manner: The Dean shall notify the Member of the immediate supervisor's recommendation and request that the Member meet with the Dean, and such person as the Dean may wish, for a discussion of the case.

In this and all further proceedings, a Union representative shall accompany the Member. If this attempt fails to settle the matter, or if the Member refuses to meet with the Dean, the Member shall be informed by the Dean, in writing, by registered

mail, with a copy to the Union, of the reasons for the dismissal proceedings against the Member in sufficient detail to enable the Member to prepare a response.

6. The Union is entitled to carry forward a grievance on behalf of the Member commencing at step 2 of the grievance and arbitration procedure and proceeding through the grievance and arbitration provisions of this Agreement.
7. If the dismissal action is grieved, the Parties agree to make every reasonable effort to settle such a grievance in a prompt manner utilizing the Memorandum regarding selection of arbitrators, dated 10 May 2007.

### **ARTICLE 2.13 - RETIREMENT**

1. Members may retire as per the provisions of the NOSM pension plan. Members shall give notice of intention to retire to their immediate supervisor between July 1 and September 1 in any year with the retirement to commence the following June 30.
2. A Member may request and the immediate supervisor may approve the request of retirement at a date other than between July 1 and September 1. Such a request will not be unreasonably denied.
3. Members retired from NOSM shall retain the following:
  - a) The right to their title and the listing of their name and their title in lists of Faculty of the School until the death of the Member.
  - b) The same library privileges as Members, and parking in facilities available to Members as per Articles 1.6 (Working Environment) and 4.11 (Parking).
  - c) The same tuition fee exemption and tuition scholarships for themselves, their spouses, and their dependants as Members as per Article 4.8 (Tuition Reimbursement and Waiver).
  - d) The same eligibility for free Physical Education Centre Membership for themselves, their spouses and their dependants as Members as per Article 4.10 (Physical Education Facilities).
  - e) The rights in Article 2.13.s.3 b), c) and d) (Retirement) may be suspended for cause as they apply to the Member (rights for spouses and dependents will not be affected by any suspension). This action shall be taken only after due consultation with the Union.
4. To honour an outstanding contribution in an academic field, the Board may, in accordance with academic policy of the Academic Council and/or Joint Senate, bestow the title of Professor/Librarian Emeritus upon a retiring Member. In the

absence of such a policy the Board agrees to create one within six (6) months of ratification of this Agreement in order to provide for such eventualities.

5. Members continuing to work after their sixty-fifth (65) birthday shall continue to receive fringe benefits as per Article 4.5 (Fringe Benefits and Pensions) save for Long Term Disability and Optional Life benefits.

#### **ARTICLE 2.14 - RESIGNATION**

1. A Faculty or Librarian Member may resign effective June 30 or December 30, with at least two (2) months' written notice to the Dean. All leaves to which a resigning Member would be entitled must be terminated at that date. A Professional Staff Member may resign with one (1) month's notice.
2. Employment may be terminated at any time by mutual written agreement between a Member and the Dean.

#### **ARTICLE 2.15 - PEER REVIEW COMMITTEES FOR TENURE AND PROMOTION**

1. Structure of the FPC/LPC
  - a) There shall be a Faculty Personnel Committee (FPC) composed of six (6) tenure track or tenured Faculty Members of the Bargaining Unit elected by the tenure track and tenured Members of the Bargaining Unit (two (2) of whom shall be identified as alternates), one (1) tenured Associate or Full Professor from each of Lakehead and Laurentian Universities selected by the Union and the Board among cognate disciplines of the candidates for the year, and an Associate Dean agreed by the Parties. Every effort shall be made to recruit nominees from among women in the Bargaining Unit. The Chair shall be elected from amongst the Members and shall have a vote. If no Member volunteers the Board shall assign the duty to a Member on the FPC as per Article 2.1 section 1.
  - b) There shall be a Library Personnel Committee (LPC) composed of three (3) Librarian Members of the Bargaining Unit elected by the Librarian Members of the Bargaining Unit (one [1] of whom shall be identified as an alternate), one (1) Librarian each from Lakehead and Laurentian Universities selected by the Union and the Board, and an Associate Dean agreed by the Parties. Every effort shall be made to recruit nominees from women in the Bargaining Unit. The Chair shall be elected from amongst the Members and shall have a vote.
  - c) The Faculty and Librarian Committees and Committee members must comply with the requirements in Article 1.9 Employment Equity sections 5.1 and 5.2.

- d) The Parties agree to deliver the agreed joint Board-Union orientation to FPC committee members and the FPC members will be required to participate as part of their FPC duties.

## 2. Election of the FPC/LPC Members

- a) The Office of Associate Dean Faculty Affairs shall conduct the elections for the Faculty/Library Personnel Committees by November 1 of each year. The Board and the Union each shall appoint one (1) scrutineer for the elections.
- b) Nominations shall be by full-time NOSM Members of Faculty and the Library. Voting shall be by full-time NOSM Members of the Faculty/Library for Members of their own FPC/LPC. Elections shall be conducted in the office of the Office of the Associate Dean Faculty Affairs by secret preferential ballot. The alternates will be the nominees, not elected, who received the greatest number of votes. When elections to the FPC are necessary the Parties shall consider which division they should be held in, with the goal of having each FPC include Members from an appropriate variety of disciplinary backgrounds.
- c) Any Member at NOSM may be a member of the FPC/LPC, it being understood that:
  - (i) An elected member may not serve for more than two (2) consecutive terms.
  - (ii) A Member may not be a committee member during the academic year he/she is on sabbatical.
- d) In the event that any position(s) of an FPC/LPC are not filled through the election process outlined, a Division Head appointed by the Dean and an appointee from the Union's Executive shall seek, within five (5) working days, a mutually acceptable candidate(s) who shall be named to serve.
- e) Once the FPC and LPC Committees have been formed a list of Committee Members will be sent to the Division Heads by the Chair of the FPC/LPC.

## 3. Term of Office and Vacancies

- a) The term of office of elected and appointed FPC/LPC Members shall be two (2) years, starting on November 1 following the election. To ensure continuity, the terms shall be staggered with two (2) of the initial elected Members on each committee and one of the two (2) initial University members on each committee serving for three (3) years.
- b) A committee member who makes an application for promotion or for whatever reason is being evaluated by the FPC/LPC shall be deemed to have resigned from the committee.

- c) In the event that replacements are needed, a Division Head appointed by the Dean and an appointee of the Union Executive shall (subject to section 1 above) seek a mutually acceptable candidate who shall be named to serve.

#### 4. Voting, Recording and Reporting Procedures

- a) A quorum shall consist of the full Committee save if the Dean asks the FPC to reconsider an application in which case the members of the FPC who made the initial recommendation to the Dean shall reconsider the application, with no replacements. In reconsideration cases, in the event that one or more members of the FPC are not able to meet because they are on leave the remaining members shall constitute quorum as long as there are at least three (3) members remaining on the FPC. Except for reconsideration cases, the alternates may replace any member when needed to obtain quorum.
- b) The alternate Members shall act in the absence of a regular member or Members in order to obtain quorum. A regular Member who is unable to attend meetings shall so inform the Chairperson. The Chairperson shall formally invite the alternate to replace the regular member. The alternate Member(s) shall be kept informed of Committee proceedings and shall be invited to attend all meetings. The alternate Members has an obligation to stay abreast of the matters discussed.
- c) All decisions of the Committee shall be recorded. In order to establish which factors were persuasive in any given decision, the FPC/LPC shall set forth in its decision its findings and the grounds for its decision. All materials relevant to these decisions shall be kept in a file in the Office of the Associate Dean Faculty Affairs which shall form an auxiliary personnel file. Committee members shall make their decisions in a manner consistent with the Collective Agreement. A copy of the decisions shall be forwarded to the candidate. Each decision shall contain the following paragraph: "The Member may make written representations to the Dean within ten (10) working days of the date on which the FPC/LPC forwards to the Member a copy of its recommendation to the Dean."
- d) Decisions of the FPC/LPC shall be by majority vote. Members of the Committee shall record their vote on an official ballot with their name on it and shall write on the ballot a reasonable opinion supporting their vote. The Chairperson shall rely on these opinions in writing the Committee's decision. Prior to sending the Committee's recommendation to the Dean, the report must be brought to FPC/LPC for review. Members of the committee who wish to add a minority opinion may do so by submitting a written signed opinion supporting their vote which will be attached to the majority decision. Official ballots shall be retained until all procedures up to and including arbitration have been exhausted.

- e) The Office of the Associate Dean Faculty Affairs shall provide the Chairperson of the FPC/LPC with a form to be completed each year summarizing the activities and decisions of the FPC/LPC including activities with respect to employment equity. This report shall be kept in a file in the Office of the Associate Dean Faculty Affairs. A copy of this annual report shall also be sent to the President of the Union.

## 5. Operating Procedures

The Chairs of FPC/LPC shall ensure that at the commencement of evaluations for promotion and tenure, all members of the Committee are familiar with the employment equity policies.

- a) No member of an FPC/LPC shall participate in the evaluation/assessment of Members at the Unit level.
- b) (i) At least two (2) weeks before the FPC/LPC considers individual cases, the Chair will mail to each applicant a list of Committee members and request that the applicant state in writing whether there exists a conflict of interest with any member of the Committee. It is the responsibility of the Chair of the Committee to assure that each applicant completes this declaration before the Member's case is heard. An applicant will not be allowed to declare a conflict of interest once the FPC/LPC has started to discuss that particular case.
- (ii) If an applicant believes that a conflict of interest exists with any member of the FPC/LPC, he/she will state the reasons in writing to the Chair of the Committee in sufficient detail to allow the Committee to assess the merits of the claim. The Committee will vote on the issue and if at least three (3) Members of the Committee are of the view that a conflict of interest exists the member of the Committee will be replaced by the alternate.

A member of the FPC/LPC may declare a conflict of interest with the applicant and may withdraw from the Committee for that particular case.

If the Chair of the FPC/LPC perceives a conflict of interest that has not been declared by either the applicant or the member of the Committee, the Chair may raise the matter with the Committee member and/or the applicant and, if not satisfied with the response with the entire FPC/LPC. A vote by simple majority of the FPC/LPC should resolve the issue of whether or not a conflict of interest exists.

If a conflict of interest exists with two (2) or more members of the Committee, the Chair of the FPC/LPC will find replacements according to the procedures of this Article.

- (iii) In arriving at a decision on conflicts of interest, the Committee will be guided by the following principles. A conflict of interest occurs when a person has a duty to fairly decide or vote on an issue and there is a reasonable presumption that the person stands to benefit or be harmed from a certain resolution of the issue.

In the context of collegial decision making, prior service in the same unit or School, joint service on School, University or Union committees or other normal acquaintance by itself does not constitute grounds for the presumption of a conflict of interest.

- c) Before making any decision or recommendation on any individual Member, the FPC/LPC shall:

- (i) Invite the Member to meet with the FPC/LPC. The Member may be accompanied by a colleague of the Member's choice.

- (ii) Take into account but not be limited to the following evidence:

Those parts of the Member's current personnel file that are relevant to the matter being discussed. The Member shall be provided with a list of material from the personnel file that is being considered and that has not accompanied the application.

The assessments by the Members of the Unit(s) and by the immediate supervisor.

Any relevant material specified in the candidate's letter of application or curriculum vitae. The candidate shall be responsible within reason for producing one copy of any material that he/she wishes to be considered.

The oral and/or written submission made by the candidate.

Such other factual information as is necessary to understand the evidence.

- d) Once an FPC/LPC has started to consider a case, it shall be the responsibility of that FPC/LPC to see that case through to completion even if the process extends beyond one (1) academic year. In the event that replacements are needed, a Division Head appointed by the Dean and an appointee of the Union Executive shall seek a mutually acceptable tenured Member(s) who shall be named to serve.
- e) Videoconference shall be considered the most appropriate communication method to conduct personnel committee meetings, with two (2) weeks' notice, and shall be the norm, save in instances in which the Collective Agreement timetables necessitate alternative means and/or notice in which case one (1)

weeks' notice and the participation of one or more members via teleconference shall be permitted with the agreement of the personnel committee.

6. Responsibilities of the FPC/LPC

- a) To formulate and forward to the Dean its recommendations for those Members of the Faculty/Library whose names are being considered for the following:
  - (i) Promotion per Article 2.7
  - (ii) Tenure per Article 2.6

Renewal of Probationary Appointment per Article 2.5

- b) To act as consultant on any other matters as requested jointly by the School and the Union, or required by the terms of this Agreement.
- c) Formulate and forward to the Dean its recommendation as per the NOSM Policy for Professor Honorarius and the NOSM Policy for Professor or Librarian Emeritus.

7. Deadlines

In the event that an FPC/LPC is unable to meet any of the deadlines set out in this Collective Agreement by virtue of its inability to meet with quorum, then all subsequent deadlines in the particular procedure are extended by the length of time that FPC/LPC requires to meet with quorum and make its decision or recommendation

**ARTICLE 2.16 - RESEARCH AND DEVELOPMENT SUPPORT**

1. As part of the research support provided to Members, the Board will also provide to the Associate Dean Research a budget of fifty seven thousand dollars (\$57,000) per annum to enhance scholarly productivity through an open competition restricted to Bargaining Unit Members using the application form, guideline and procedures approved by the Joint Consultative Committee.
2. The Board shall provide start up funds for new tenure track or tenured Faculty of a minimum of four thousand dollars (\$4,000) which must be spent within four (4) years of appointment.
3. The Board will ensure that Members shall have technical advice and assistance in the preparation of external grant applications.
4. Administration of Member research grants and/or research contracts shall be made through the Office of the Associate Dean Research or, if appropriate given the

institution through which the application was made, through the research office of another institution.

5. The Board shall permit researchers to receive a research grant in lieu of a portion of salary during periods of leave for research or study purposes in accordance with a policy approved by the Joint Consultative Committee.
6. If a Member in the performance of their research must work away from the two (2) campuses, and should the Member not receive reimbursement from the Board or another source for all of the expenses, the Board shall upon request from the Member complete a Canada Revenue Agency Conditions of Employment form.
7. Members who have both internal and external research grants for a given research project, have the right to allocate these funds at their discretion.

## **ARTICLE 2.17 - FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY**

### 1. Definition

1.1 Factors intrinsic to the process of academic research and scholarly activity such as honest error, conflicting data, or differences in interpretation or assessment of data or of experimental design or practice do not constitute fraud or misconduct.

1.2 Fraud and misconduct in academic research and scholarly activity means:

- a) fabrication, falsification, or plagiarism;
- b) failure to recognize by due acknowledgement the substantive contributions of others, including learners, or the use of unpublished material of others without permission, or the use of archival materials in violation of the rules of the archival source;
- c) failure to obtain the permission of the author before making significant use in any publication of new information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;
- d) attribution of authorship to persons other than those who have participated sufficiently in the work to take public responsibility for its intellectual content;
- e) submission for publication of articles originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a republication;

- f) unauthorized and intentional diversion of the research funds of the School, a University, federal or provincial granting councils or other sponsors of research;
- g) material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- h) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- i) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public;
- j) failure by those involved in a research project to reveal to the Board any material financial interest in a company that contracts with the Board to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock holding, a directorship, significant honoraria or consulting fees but does not include routine stock holding in a large publicly traded company.

1.3 Nothing in paragraph 1.2 shall be construed to restrict the academic and artistic freedom of creative artists.

## 2. Retention of research and scholarly activity materials

2.1 Members shall only be responsible for providing an arbitration board access to research and scholarly activity materials which are in their possession and not for research materials which may be stored in archives, libraries or other institutions which the Board may consult at its expense and according to the rules of the host institution.

2.2 a) Normally, Members shall retain research and scholarly activity materials that are within their personal control for seven (7) years.

b) No disciplinary action may be taken in respect of any research or scholarly activity if such disciplinary action is initiated more than seven (7) years after the date upon which such activity was completed.

2.3 a) If there are non-trivial financial costs involved in its retention, these costs shall be borne by the Board.

b) The Member shall be indemnified by the Board for any material loss resulting from the search or seizure, change of supervisory personnel, or access by third

parties to or the use of their research and scholarly activity materials in the course of any investigation, inquiry or arbitration.

2.4 Ownership of research and scholarly activity materials collected, created or otherwise assembled by a Member shall be vested in that Member unless ownership of such materials had been vested in a person other than the Member or the Board prior to such creation, collection or assembly.

### 3. Procedures

3.1 Any discipline imposed on a Member for fraud or misconduct in research and scholarly activity shall be subject to Article 7.3 (Grievance and Arbitration) except that cases involving allegations of fraud or misconduct in research and scholarly activity shall proceed directly to arbitration. All allegations of fraud or misconduct in research and scholarly activity shall be in writing, with documented evidence, signed, dated and directed to the Dean. The Dean may refer the allegations to a designate.

3.2 The Dean or designate shall investigate the allegations promptly, fairly and judiciously and in a confidential manner. All those contacted by the Board in the course of this investigation shall be explicitly informed that the process is confidential.

3.3 The first step in any investigation is the notification of the Member. The Member named in the allegations shall be informed in writing of the investigation with a summary thereof sufficiently detailed to permit him/her a fair opportunity to respond if he/she wishes to do so, and of the Member's right to be represented by the Faculty Union at any meetings between the Member and the Board or its designates. Any statements made by the Member during such meetings shall be without prejudice.

3.4 No person consulted by the Board concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.

3.5 A statement from the Board that a Member was guilty of fraud or misconduct in research and scholarly activity, with or without any formal sanctions, constitutes discipline and may be arbitrated.

3.6 If the matter is referred to an Arbitration Board, the Board shall bear the onus of proving just and sufficient cause. Any matter referred to arbitration shall be heard de novo and the report(s) of any previous inquiry into such matters shall not be admitted into evidence. The Arbitration Board shall have the power to vary the penalty imposed by the Board.

3.7 Any finding of fraud or research and scholarly activity misconduct shall require clear, cogent and convincing proof of deliberate deception.

3.8 If the Board decides after investigation not to take disciplinary action against the Member named in the allegations or if an arbitration board decides in the Member's

favour, the Board shall remove all documentation concerning the allegations from the Member's official file, and shall, at the sole discretion of the Member, destroy the documentation or transfer it to the Member, except that it shall retain any arbitration report which shall be a public document.

- 3.9 The Board shall take such steps as may be necessary and reasonable to:
- a) protect the reputation and credibility of Members wrongfully accused of fraud or misconduct in research and scholarly activity, including written notification of the decision to all agencies, publishers, or individuals who were informed by the Board of the investigation;
  - b) protect the rights, positions and reputations of Members who in good faith make allegations of research and scholarly activity misconduct, or whom it calls as witnesses in an investigation. Such protection shall include, as a minimum, legal counsel and other legal costs should the Member be sued for their participation in any investigation or in arbitration proceedings;
  - c) minimize disruption to the research of the person making the allegation and of any third party whose research may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and
  - d) ensure that any disruption in research, teaching or community service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referenced in (section a-c) above.
- 3.10 The Board shall take disciplinary action against Members or learners who make unfounded allegations of fraud or research and scholarly activity misconduct which are reckless, malicious or not in good faith.
- 3.11 If the Board's investigation or the Arbitration Board sustains an accusation of fraud or misconduct in research, and if that research is funded by an outside agency or has been published or submitted for publication, the Dean shall inform the agency or publisher concerned of the decision, as well as the Faculty Union and the complainant and respondent. In any event, if the outside agency or publisher has been informed of the proceedings before a judgment has been rendered, the Dean shall send a copy of the decision of the School administration to the agency or publisher concerned.

## **ARTICLE 2.18 - TRANSFERS TO ANOTHER LOCATION**

### Transfers to another location

1. Members may be transferred to another campus or satellite site only with their written consent and in consultation with the Union. Letters from the Board to Members requesting a transfer shall be copied to the Union Local President.

2. Members may request in writing to be transferred to another campus or satellite site and if such a request is approved, the Member shall be responsible for all moving expenses.
3. In the case of a transfer to another campus or satellite site that is made at the Board's request, the School shall be responsible for all moving expenses for the Member and the Member's immediate family as per the School's protocol on Moving/Travel Allowances. The Member will sign a transfer agreement setting out the details including effective date, and expenses covered prior to the transfer.

### **ARTICLE 2.19 - VOLUNTARY REDUCED WORKLOAD**

1. Tenured Faculty Members may apply for a voluntary reduced workload in order to accommodate family responsibility, redirection of research or other circumstances.
  - a) Faculty Members responsibilities and duties may be reduced up to fifty percent (50%) of normal workload while retaining membership in the Bargaining Unit. The reduction may be proportionate to the usual full time load as set out in the Collective Agreement, or the reduction may involve one or more of the areas of research, teaching or service.
  - b) Faculty Members shall apply in writing, normally six (6) months before the reduced responsibility is to take effect, outlining the reasons for the reduced responsibility, the proposed proportion of time to be devoted to teaching, research and service and the length of time of the proposed reduction to a maximum of two (2) years.
  - c) It is expected that the Division Head will grant the request for reduced responsibility unless doing so will significantly interfere with the normal functioning of the Unit or entail significantly increased overall costs.
  - d) The Faculty Member's salary shall be prorated to reflect the proportion of reduced responsibility.
  - e) During the period of reduced responsibility the Member shall continue to participate in the pension plan with the Board and the Member paying their applicable share of contributions.

During the period of reduced responsibility the Member's and the Employer's fringe benefit contributions and the Member's fringe benefit coverage shall be based on the non reduced base salary rate of the Faculty Member. Faculty Members shall be provided with specific information concerning coverage for long-term disability during and after the period of voluntary reduced workload prior to the Faculty Member commencing the period of voluntary reduced workload.

In addition the Faculty Member shall receive any across-the board scale increments paid to Faculty Members of the same rank and shall receive PTR.

The period of reduced responsibility shall be included in the calculation of the Member's length of service for all seniority purposes including but not necessarily limited to vacation and sabbatical purposes at one hundred percent (100 %) of the full time equivalence. The period of reduced responsibility includes the appropriate vacation entitlement proportional to the length of the leave in the same way as provided for in Article 3.3 section 4 (Sabbatical Leave).

Members on Reduced Responsibility shall be eligible for consideration for Promotion.

Upon return to one hundred percent (100%) load status the Member shall resume the Member's normal salary and workload commitments as per the Collective Agreement.

2. A Librarian, Lecturer IPE, or Professional Staff Member interested in a voluntary reduced workload in order to accommodate family responsibilities, re-direction of research, or other circumstances should consult with their immediate supervisor. If the Union and the Board are able to establish an arrangement that is satisfactory to both Parties, in consultation with the Member, an agreement will be signed by both Parties which shall include the Member's pay, benefits and any other relevant requirements during the period of reduced workload.

## **LEAVES**

### **ARTICLE 3.1 - RECOGNIZED HOLIDAYS**

1. The following are recognized paid holidays and paid time off shall be given to Members on: 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 the customary recess of the working days falling between December 27 and January 2 inclusive.
2. Accommodation of other holidays:
  - a) Accommodation will be accorded in respect of the holidays of other groups on request, including other religious holidays and National Aboriginal Day (June 21).

### **ARTICLE 3.2 - VACATION**

1. Vacation is a period during which a Member is not accountable to the Board.
2. In addition to recognized holidays, each Member is entitled to a vacation of four (4) weeks after eleven (11) months of service and annually thereafter. A portion or all of

the vacation may be taken in advance of eleven (11) months at the request of the immediate supervisor with the agreement of the Member, or at the request of the Member with the agreement of the immediate supervisor. Members on contracts of less than one (1) year duration are entitled to a pro-rated period of vacation. When Faculty and Library Members have accumulated five (5) full consecutive years of employment at the School, they shall be entitled to five (5) weeks of vacation. For each year of employment thereafter they shall be entitled to an additional one (1) day of vacation to a maximum entitlement of thirty (30) working days (6 weeks). When Professional Staff have accumulated fifteen (15) full consecutive years of employment at the School, they shall be entitled to five (5) weeks of vacation.

3. The Members will be paid during vacation periods but there shall be no remuneration in lieu of vacation in the event that the Members choose not to take their vacation allowance.
4. Members may carry up to two (2) weeks of vacation time over into another academic year.
5. After consultation with the Member's immediate supervisor a Faculty Member may take their annual vacation at any time that does not coincide with a period in which he/she has undertaken a particular responsibility such as teaching or counselling learners.

A Library or Professional Staff Member may use their vacation entitlement at any time during the year provided that he/she gives reasonable notice to the immediate supervisor and such vacation does not unduly interfere with the normal functions of the Unit or the Member's normal duties. The immediate supervisor has fifteen (15) working days to respond to a vacation notice.

6. In the event of the death of a Member, the value of any unused vacation entitlement will be paid to their beneficiary.

### **ARTICLE 3.3 - SABBATICAL LEAVE**

A Sabbatical Leave enables Faculty and Library Members (for the purpose of 3.3 referred to as Members) to seek intellectual invigoration; to improve teaching effectiveness; to pursue research and other scholarly activities; to gain practical or professional experience in a field connected with the Member's academic or professional specialization which will enable them to give instruction or, in the case of the Library, service that is more complete and suitable to the requirements of the time; for the mutual benefit of the Members and the School.

1. Members shall be eligible for a Sabbatical Leave after completing six (6) academic years of full-time service with the School uninterrupted by a Sabbatical or Study Leave, the taking of which is subject only to the following conditions:

- a) Arrangements satisfactory to the School can be made to cover the Member's absence. A leave will not be deferred for this reason more than once and such deferral shall not exceed two (2) years.
  - b) The immediate supervisor shall base their decision to approve or not to approve a sabbatical plan on the academic merits of the sabbatical leave project and its value to the professional development of the Member and to the School.
  - c) The accomplishments of the Member on previous Sabbatical Leaves taken under the terms of this Agreement reasonably fulfilled the Member's Sabbatical responsibilities.
  - d) Should Members wish to make subsequent changes in their sabbatical plan, they shall submit the proposed changes to their respective immediate supervisor for prior approval. If the proposed changes are not approved by the immediate supervisor, Members may ask that they be submitted to the appropriate Associate Dean for approval.
  - e) The immediate supervisor may refer back the application submitted by the Member. If referred back, the applicant shall consider the immediate supervisor's suggestions and will resubmit a new application within ten (10) working days.
  - f) Under special circumstances, the Members may make application for leave one (1) year prior to the year in which they would normally become eligible to take Sabbatical Leave. If Sabbatical Leave is granted in this instance, the Members will receive a stipend of eighty percent (80%) of their base salary.
  - g) In the interest of effective scheduling of a Unit's activities, the immediate supervisor may request that Members apply for their Sabbatical Leave after the completion of five (5) years. The immediate supervisor shall make the request by May 1 of the academic year preceding the year in which the Members are being requested to apply for Sabbatical Leave, and the Members shall respond to the immediate supervisor's request by June 1. Should the Members accept, the Members shall submit a sabbatical plan by September 30 to immediate supervisor, as per paragraph 1b). Should Members accept, and if the application is approved, the Members shall receive a stipend of eighty five percent (85%) of their base salary during the Sabbatical Leave.
2. A Member seeking Sabbatical Leave shall submit a written application to the immediate supervisor by October 1 of the year immediately preceding the academic year for which the leave is requested and shall include the following information:
- a) the period of the leave;

- b) a leave plan including a statement of the proposed academic activities and of their academic value to the Member and to the Medical School;
  - c) a description of the way in which the Member's accomplishments will be recorded and reported to the immediate supervisor and to the Member's colleagues; and
  - d) if external funding is required for the completion of the proposed academic activities, the potential sources of that funding shall be indicated.
3. The immediate supervisor shall make a recommendation to the Dean who will notify the applicant in writing and before December 15 whether the Sabbatical Leave has been approved, and shall state the reasons for any non-approval of the Sabbatical Leave application. Approval of a Sabbatical Leave shall not be unreasonably withheld. A successful applicant may be required by the immediate supervisor to postpone their Sabbatical Leave, but such year(s) of postponement shall be credited toward the subsequent Sabbatical Leave. A successful applicant may seek to cancel the leave by notifying the immediate supervisor in writing no later than January 31, after which a requested cancellation by the Faculty Member/Librarian will not be unreasonably denied.

Should Members with a Sabbatical Leave confirmed wish to postpone the leave for valid reasons, permission shall be sought from the immediate supervisor at least two (2) months prior to the planned commencement of such leave. Such permission shall not be unreasonably withheld. Requests for postponement shall not exceed two (2) years.

4. Sabbatical Leave is for a period of twelve (12) months, commencing on July 1, or for a period of six (6) months, commencing on either July 1 or January 1. A Sabbatical Leave includes the appropriate vacation entitlement proportional to the length of the leave.
5. A Member who takes a twelve-month Sabbatical Leave shall receive eighty five percent (85%) of the Member's base salary. Upon their return, all accumulated years of eligibility entitlements shall be exhausted. A Member who takes a six (6) month Sabbatical Leave shall receive one hundred percent (100%) of the Member's base salary and upon their return all accumulated years of eligibility entitlements except two (2) shall be exhausted. The Member may apply to receive part of this remuneration as a research grant to cover the Member's research and travel expenses.
6. A Member on Sabbatical Leave shall continue, subject to the terms of such policies, to be covered by the NOSM group benefit plans, and NOSM shall continue its normal contributions toward the premium costs for such plans.

7. The Member and NOSM shall continue normal percentage contributions toward the Member's pension plans (NOSM and CPP) based on the Member's regular (base) salary.
8. A Member on Sabbatical Leave shall receive any across-the-board scale increments paid to Members of the same rank and shall remain eligible for PTR.
9. Members on Sabbatical Leave shall continue to be Members of the Bargaining Unit and shall continue to have dues deducted from their salaries.
10. Time spent on any other type of leave with a period of more than six (6) months, including Long Term Disability Leave, shall not count toward the eligibility requirement of six (6) years full-time service, but such leaves are considered not to break the continuity of years accumulated.
11. While on Sabbatical Leave, a Member may accept paid employment outside NOSM related to the academic purposes for which the Sabbatical Leave was granted. While on Sabbatical Leave, a Member may accept paid employment outside NOSM unrelated to the academic purposes for which the Sabbatical Leave was granted, provided he/she has obtained written permission from the immediate supervisor. Such permission shall not be unreasonably denied.
12. Immediately following completion of a Sabbatical Leave, the Member is required to return to NOSM for a period equal to the length of the leave taken or to satisfy some other arrangement that is mutually acceptable to the Member and the immediate supervisor.

Members must prepare and forward to their immediate supervisor within one (1) week of their return, a full written account of their scholastic and professional activities and accomplishments as per the approved sabbatical plan during the leave. This report shall become part of their file to be used in evaluating the Member for salary increments and promotions.

13. Members who have been appointed to NOSM directly from service at another university shall be granted credit equal to one-half (0.5) of the number of years of sabbatical credit accumulated at the previous university, to a maximum of two (2) years, in determining years of service for Sabbatical Leave entitlement at NOSM.

#### 14. Disability

In the event that a Member on Sabbatical Leave becomes unable to fulfill the sabbatical obligations because of disability the relevant provisions of Article 3.8 (Physical and Mental Illness) and 1.4 (No Discrimination) shall apply.

- a) In the event that the sabbaticant is disabled from performing their tasks for less than fifty percent (50%) of the Sabbatical Leave, the Member shall be deemed to

have taken their Sabbatical Leave. The Member shall submit a report on their sabbatical activities on completion of the Sabbatical Leave or at the end of the Sick Leave, whichever occurs later. The impact of the illness on the sabbatical plan of the sabbatical shall be taken into consideration at evaluation time.

- b) In the event that the Member is disabled from performing their tasks for more than fifty percent (50%) of the Sabbatical Leave, the Member shall be deemed not to have taken a Sabbatical Leave. The Member shall be eligible to take their Sabbatical Leave at the first mutually acceptable time. If the Member indicates that he/she will carry out the previously approved sabbatical plan, then the immediate supervisor in consultation with the Member, will determine the date on which the Sabbatical Leave will commence.

### **ARTICLE 3.4 - STUDY LEAVE**

1. A Study Leave with or without pay may be granted to enable the Member to pursue a program of study which benefits the Member and meets specific needs of NOSM. The Board may request that a Member apply for Study Leave.
2. Study Leave periods may vary. Vacation entitlement shall be proportional to the length of the leave.
3. A Member on Study Leave with pay shall receive fourteen point seventeen percent (14.17%) of the Member's regular (base) salary for each year of service uninterrupted by a Sabbatical or Study Leave, to a maximum of eighty five percent (85%) of the Member's regular (base) salary. Time spent on any other type of leave with a period of more than six (6) months, including Long Term Disability Leave, shall not count toward the eligibility requirement of three (3) years, nor toward years of service for the purpose of determining salary while on Study Leave.
4. A Member on Study Leave shall continue, subject to the terms of such policies, to be covered by the NOSM's group benefit plans, and the NOSM shall continue its normal contributions toward the premium costs for such plans.
5. At the Member's option, the Board and the Member shall continue normal percentage contributions toward the Member's pension plans (NOSM and CPP) based on the Member's regular salary.
6. A Member on Study Leave with pay shall receive any across-the-board scale increments paid to Members of the same rank or classification and shall remain eligible for PTR increments. The nominal salary of a Member on leave without pay shall advance in a similar fashion.
7. Members on Study Leave shall continue to be Members of the Bargaining Unit and shall continue to pay dues.

8. Members with three (3) years service in the NOSM or who are requested by the Board to apply for Study Leave are eligible for Study Leave.
9. A Faculty Member seeking Study Leave shall submit a written application to the immediate supervisor by October 1 of the year immediately preceding the academic year for which the Leave is requested. Applications may be accepted after October 1 by the immediate supervisor if it is possible to accommodate the application given the operational requirements of the Unit impacted by the leave. A non-Faculty Member seeking Study Leave shall submit a written application to the immediate supervisor six (6) months prior to the proposed leave.

The application shall include the following information:

- a) the period of the leave;
  - b) a statement of the proposed program of study and of its academic and/or professional value to the Member and to the NOSM; and
  - c) the way in which the Member's accomplishments will be reported to the immediate supervisor.
10. (i) In the case of faculty Members, the immediate supervisor shall notify the applicant in writing and before December 15 whether the Study Leave has been approved, and, in the event of non-approval shall state the reasons for non-approval of such an application. A successful applicant may cancel the leave by notifying the immediate supervisor in writing no later than January 31, after which a requested cancellation by the Member shall not be unreasonably denied by the immediate supervisor.
  - (ii) In the case of non-faculty Members, at least four (4) months prior to the proposed leave, the applicant shall be notified in writing whether the Study Leave has been approved and shall be advised of the reasons for non-approval of such an application. A successful applicant may cancel the leave by notifying the immediate supervisor in writing no later than three (3) months prior to the proposed leave, after which a requested cancellation by the Member may be granted at the discretion of the Board.

The time periods set out in section 10 may be shortened at the discretion of the immediate supervisor.

11. Immediately following completion of Study Leave with pay, a Member shall be required to return to the NOSM for one (1) year. Except in the case of death, a Member who fails to return shall be required to reimburse the Board for all or part of the compensation received by the Member pursuant to this Article.

12. While on Study Leave with pay a Member may with explicit permission accept paid employment outside NOSM which is related to the approved program of study for which the Study Leave was granted. Such permission shall not be unreasonably withheld. Members on Study Leave without pay are not restricted as to outside employment.
13. For a Member whose letter of appointment requires the pursuit of a terminal degree through a Study Leave option, the immediate supervisor shall arrange a career-planning meeting. The meeting shall be convened no later than the end of their second year of service at the NOSM and shall include the immediate supervisor, the Member and the appropriate Associate Dean.
14. The Board shall inform the Union of the names of Members granted Study Leave, the purpose of the leave, the duration of the leave, and whether paid or not.
15. For study leaves of two (2) months or less the Member and the immediate supervisor are free to make mutually agreeable arrangements to all for such a leave with less notice than specified above.

#### **ARTICLE 3.5 - LEAVES OF ABSENCE WITHOUT PAY**

1. Leave of Absence Without Pay may be granted to a Member for a period of time mutually agreeable to the Board and the Member.
2. A Leave of Absence Without Pay may be granted for the following reasons:
  - a) professional activities intended to improve the Member's qualifications and thereby enhance the Member's value to NOSM;
  - b) to assist a governmental or other outside agency;
  - c) for other good and sufficient purpose.
3. If the Member's application for Leave of Absence Without Pay satisfies the requirements of section 2, the granting of such leave shall be subject to the provision that the Unit and the immediate supervisor can make satisfactory arrangements, which may include the appointment of a replacement, to cover the Member's responsibilities to NOSM.
4. A Member desiring a Leave of Absence Without Pay shall apply in writing to the immediate supervisor stating the purpose and duration of the leave. The application should be submitted at least six (6) months prior to the commencement date of the leave. Within three (3) months of the date of receipt of the Member's application for Leave of Absence Without Pay, he/she shall be notified in writing by the immediate supervisor whether the Member's request will be granted, or alternatively, of the

status of the consideration being given to the application. Consideration will be given to a request by an applicant who has been given a Leave of Absence Without Pay to forego or alter the dates of such a leave, but the arrangements made to cover the Member's responsibilities to NOSM may preclude the granting of such a request.

5. If a Leave of Absence Without Pay does not exceed thirty-one (31) calendar days, the NOSM and the Member shall continue to make contributions towards the benefit programs in which the Member is participating pursuant to this Agreement. If such Leave of Absence Without Pay exceeds thirty-one (31) calendar days, the Member shall be entitled but not required to maintain Membership in the benefit programs in which he/she was enrolled immediately prior to such Leave of Absence Without Pay, provided that the benefit programs so permit and that the Member pays the total cost involved.
6. A Member taking Leave of Absence Without Pay for the reasons listed under Article 3.5.s.2a) and b) shall receive, on returning to the NOSM, the salary he/she received at the time of taking the leave plus any across-the-board scale increments paid to Members of the same rank during their absence, and shall be eligible for Progress-Through-The-Rank(s) Increments awarded during the period of the Leave. A Member taking Leave of Absence Without Pay under Article 3.5 s.2c) shall receive, on returning to NOSM, the salary he/she received at the time of taking the leave plus any across-the-board scale increments paid to Members of the same rank during their absence, but shall not be eligible, unless otherwise agreed to in advance by the immediate supervisor, for PTR Increments awarded during the period of the leave.
7. While on Leave of Absence Without Pay, the Member is responsible for the payment of the Member's union dues directly to the Union.
8. The time periods set out in Article 3.5.s.4 may be shortened with the agreement of both the Member and the immediate supervisor.

#### **ARTICLE 3.6 - COURT LEAVES**

1. Any Member who is called for jury duty or is compelled by subpoena to attend as a witness or expert before any body in Canada shall be granted a leave of absence with pay (save for a Member on Leave of Absence Without Pay).
2. The Member shall notify the immediate supervisor in writing as soon as possible after receiving notification of being called. A copy of the summons and proof of attendance shall be provided by the Member if requested.
3. Members and immediate supervisors shall attempt to make arrangements to ensure that duties are carried out during the period of absence.

4. In the event that a Member is accused of an offence which requires a court appearance, he or she shall be granted a leave of absence without loss of benefits and pay, to which he or she would otherwise be entitled, for the actual time of such an appearance. In the event that the accused Member is jailed awaiting a court appearance, he or she shall receive leave without pay. Should the Member be found not guilty of the offence he/she will be reimbursed lost salary for the period during which he/she was incarcerated. The Member shall have the option of taking annual vacation leave to which he or she is entitled in lieu of all or part of the leave without pay.
5. If a Member is incarcerated following conviction, and the Board does not elect to discipline the Member, he or she shall be granted Leave of Absence Without Pay for a maximum period of two (2) years. The Member shall have the option of taking annual leave to which he or she is entitled in lieu of all or part of the leave without pay.
6. When Members wish time off in order to pursue a civil action in court, the Members shall apply to the immediate supervisor for a Leave of Absence Without Pay (see Article 3.5 Leave of Absence Without Pay).

#### **ARTICLE 3.7 - POLITICAL LEAVES**

1. The NOSM recognizes that all Members of the Bargaining Unit are free to enter public life and to seek any political office, as a member of the provincial legislative assembly or federal parliament, or any other full-time elected Canadian political office.
2. If Members of the Bargaining Unit wish to allow their names to stand either before a party convention or for actual nomination for an election, the Members shall notify the immediate supervisor concerned within a reasonable time so that the immediate supervisor may make whatever arrangements may be deemed necessary in order to ensure that the resulting added workload can be properly performed by others from the date of the issuance of the writ, up to and including the date of the election.
3. The Board shall grant such a Member leave without pay for a period from the issuance of the writ, up to and including election day.
4. Should the Members not be elected, they shall come back to work immediately to assume their normal duties.
5. If the Members are elected and:
  - a) If they are Members with tenure and return immediately upon ceasing to hold office within six (6) years of their election, all rights, privileges and rank shall be restored to them upon return and the Members shall be entitled to a rate of pay including all salary increments which were granted to Members of the teaching

staff of equal rank up to the maximum salary of the contractual rank that the Members occupied at the time the leave was granted.

- b) Extensions of the six (6) year time limit may be made by agreement of the Parties. During the term of any such leave, the Members shall be entitled to leave without remuneration. Such Members shall not be entitled to any rights or privileges under this Agreement except in regards to benefits as governed by Article 3.5 (Leaves of Absence Without Pay).

Nothing in this Article shall be construed as preventing such Members from being employed on a part-time basis by the Board in which case the Members shall be remunerated at the normal scale for part-time Members of the Teaching/Professional Library/Professional Staff.

- c) If they are a Member without tenure, they shall be deemed to have resigned their position with the Board as of the day following their election.

### **ARTICLE 3.8 - PHYSICAL AND MENTAL ILLNESS**

1. The Members of the Bargaining Unit are eligible for Sick Leave up to a maximum of six (6) months at the salary otherwise receivable from the date of disability due to accident or illness, for each separate disability cause, excluding maternity. Illness of a duration of more than six (6) months will be dealt with according to the provisions of the School's Long Term Disability Plan, and the Board agrees that there shall be no amendments to that plan during the life of the Collective Agreement which shall materially affect the nature or level of the benefits to which a Member is entitled. As soon as practicable after the start of each disability period, the immediate supervisor must be informed by or on behalf of the disabled about the absence and about its expected duration.

Where the Board makes payment to the Member according to the above mentioned terms or assumes liability therefore, the Board is subrogated to all rights of recovery of the Member to the extent that the Board has made payment to, or on behalf of, or for the benefit of the Member. The Board may bring an action in the name of the Member to enforce these rights.

2. a) A Member shall, when requested by the immediate supervisor, submit the certificate of a legally qualified medical practitioner certifying that the Member is unable to attend to the duties of the Member's position;
  - (i) For any sick leave in excess of five (5) consecutive working days;
  - (ii) In the event a Member's sick leave pattern raises substantial doubt of the claim, even if the individual's sick leave periods are short enough not to require medical certificates otherwise.

- b) In this Article, a legally qualified medical practitioner shall be limited to licensed physicians, licensed dentists, nurse practitioners, and registered psychologists.
  - c) The Member shall only be required to submit one (1) medical certificate of disability or illness per absence, unless the expected duration of the absence is extended beyond the prognosis provided in the original certificate. In such circumstances the Member shall submit additional certificates of disability or illness for each extension.
  - d) Any certificate of disability or illness submitted, in addition to certifying that the Member is unable to attend to the duties of the Member's position, shall indicate the probable duration of the Member's absence but the legally qualified medical practitioner shall not disclose any information respecting the diagnosis of the condition giving rise to the Member's absence, without the Member's written and informed consent.
  - e) Where the certificate is requested under section 2 a) (ii), a copy of the request for the certificate and a copy of the certificate of disability produced shall be provided to the Union by the immediate supervisor.
  - f) Upon receipt of any certificate of disability, the immediate supervisor shall advise the Member of the Member's right to accommodation as per Article 1.4 (No Discrimination).
  - g) The reasonable costs of any certificates required under this Article shall be paid by the Member and reimbursed by the Board to the Member.
3. Sick Leave benefits for any period of absence following notice of termination of employment will not be payable without substantiating medical evidence.
4. Sick Leave benefits are not cumulative and are not cashable upon termination of employment or at any other time.
5. Sick Leave benefits will be reduced by the amount of any Workplace Safety and Insurance Board benefits or similar disability income benefits which the Member of the Bargaining Unit is eligible to receive by reason of accident or sickness, from a government plan, except Employment Insurance.
6. Sick Leave benefits defined in this Article may not be granted under the following circumstances:
- a) pregnancy (however, complications due to pregnancy are covered by Sick Leave provisions, upon submission of a medical certificate).
  - b) while vacation pay is also being received;

- c) willful participation in riots, wars or violent or uncontrolled demonstrations or protests;
  - d) injuries or diseases sustained while committing a criminal act for which the Member has been found to be guilty by a duly constituted court or while serving a prison sentence;
  - e) intentionally self-inflicted injuries or diseases (except as a consequence of mental illness).
7. a) A Member may be required by an Associate Dean to undergo a medical examination by a legally qualified medical practitioner appointed by the Board in the following circumstances:
- (i) at the time the Member indicates their readiness to return to work, if the absence has been for a period of a month or more;
  - (ii) at one (1) other time during the Sick Leave.
- b) The Board shall pay all costs of the medical practitioner and shall pay all reasonable expenses incurred by the Member with respect to such medical examination.
- c) Where the Board requires the Member to undergo a medical examination pursuant to section 7 a) it shall notify the Member with a copy to the Union and it shall provide the Member with the names of three (3) duly qualified medical practitioners and the Member shall select one (1) of those practitioners to conduct the examination.
- d) The medical practitioner who conducts the examination shall provide a report to the Member, with a copy to an Associate Dean and the Union, which report shall certify whether or not the Member is medically able to perform the duties of the Member's position, or whether the Member could perform such duties with accommodation; a prognosis for the Member's return to work; and, where applicable, whether or not accommodation requested by the Member is appropriate. The report shall not contain any diagnosis of the Member's condition, unless the Member, in consultation with the Union, requests that the diagnosis be included.
8. When invalidity is due to substance abuse, benefits provided by this Article will be granted only for leaves of absence necessary for proper treatment under a physician's care or that of specialized personnel.
9. When the Member's behaviour raises reasonable and substantial doubt as to the state of the Member's physical or mental health, which affects in a material way the

Member's ability to perform the Member's duties, or which raises real concern for the safety of the Member or other members of the School community, an Associate Dean may require the Member to undergo a medical examination in accordance with paragraph 7. The Union shall be notified when such action is taken. Where the report is requested as a result of a real concern for the safety of the Member or other members of the School community, the report produced, in addition to the information provided pursuant to paragraph 7(d), shall certify whether or not the Member's behaviour raises any real concern for the safety of the Member or other members of the School community.

### **ARTICLE 3.9 - FAMILY RESPONSIBILITY**

#### **1. Pregnancy Leave**

A pregnant Member shall be entitled to seventeen (17) weeks Pregnancy Leave.

#### **2. During the period of Pregnancy Leave as specified in section 1, a Member shall receive from the Board:**

- a) for the first two (2) weeks, 100% of her normal salary;
- b) for up to a maximum of fifteen (15) additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and 100% of the Member's normal salary;
- c) Further, in the event of any reduction by the Government of Canada to the Member's EI benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in section 2b);
- d) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received then, the Board shall maintain the Member at 100% of her nominal earnings for the period of her leave.

#### **3. Notice Required for Pregnancy Leave**

- a) The Member shall give the Board at least four (4) weeks written notice of the date the Pregnancy Leave is to begin. The notice period may be altered by mutual agreement.
- b) The notice period in section.3a) shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage.

#### 4. Duration of Pregnancy Leave

- a) The Pregnancy Leave of a Member who is entitled to take Parental Leave shall end seventeen (17) weeks after the Pregnancy Leave began. In the case where a child is hospitalized, a Member may postpone her Pregnancy Leave by the number of weeks the child is hospitalized but it must be taken within the fifty-two (52) weeks from the date of the birth of the child.
- b) The Pregnancy Leave of a Member who is not entitled to take Parental Leave shall end on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage, whichever is later.

#### 5. Leave for Parent Not Taking Parental Leave

- a) On the occasion of the birth of a child or the adoption of a child under the age of twelve (12) coming into the care or custody of a parent for the first time, the child's parent who is not taking the pregnancy or the Parental Leave shall be entitled to a leave with full salary and benefits of up to one (1) week, to be taken at the discretion of the Member within the fifty-two (52) weeks from the date of the birth of the child or the adoption of a child coming into the care or custody of a parent for the first time.

#### 6. Parental Leave on the Occasion of the Birth of a Child

- a) On the occasion of the birth of a child, a Member who is a parent and who has opted to take Parental Leave under the Employment Insurance Act and applicable legislation shall be entitled to a Parental Leave of up to thirty-five (35) weeks.
- b) During the period of Parental Leave as specified in section.6a), a Member shall receive from the Board:
  - (i) for the first two (2) weeks, one hundred percent (100%) of the Member's normal salary;
  - (ii) for up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and one hundred percent (100%) of the Member's normal salary.
- c) Further, in the event of any reduction by the Government of Canada to the Member's EI benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in section 6 b(ii).
- d) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received then, the Board shall maintain the Member at one hundred percent (100%) of the Member's nominal earnings for the period of the leave.

## 7. Parental Leave on the Occasion of the Adoption of a Child

- a) On the occasion of the adoption of a child coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a Parental Leave of up to thirty-five (35) weeks. The Parental Leave must be commenced within the fifty-two (52) weeks from the date the child comes into care or custody of the parent for the first time.
- b) During the period of Parental Leave as specified in section 7a), a Member shall receive from the Board:
  - (i) for the first two (2) weeks, one hundred percent (100%) of the Member's normal salary;
  - (ii) for up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and one hundred percent (100%) of the Member's normal salary.
- c) Further, in the event of any reduction by the Government of Canada to the Member's EI benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in section 7b(ii).
- d) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received then, the Board shall maintain the Member at one hundred percent (100%) of the Member's nominal earnings for the period of the leave.

## 8. Notice Required for Parental Leave

- a) A Member shall give written notice to the Board of the Member's intention to take a Parental Leave at least four (4) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.
- b) The notice period in section 8 a) shall not apply if the Member stops working because the child comes into the custody, care and control of the parent sooner than expected.

## 9. Extended Parental Leave

- a) An Extended Parental Leave without pay, up to a maximum of one (1) year, shall be given to Members who request it.

## 10. General Considerations

- a) During leaves under this Article, the Member shall continue to participate in the pension plan and the other benefit plans to which their employment entitles them. The Member and the Board shall each continue to pay their applicable share of contributions and/or premiums, unless the Member elects not to do so in writing.
- b) Nothing in this Article shall prevent a Member from claiming sick leave for absences from work due to illnesses.
- c) Upon return to work, a Member who has taken leaves under this Article shall resume their former position with their full normal salary and benefits.
- d) The period of a Member's leave shall be included in the calculation of their length of service for seniority, vacation and sabbatical purposes.
- e) A Member on Pregnancy or Parental Leave may elect to defer contractual decisions on reappointment or tenure/permanence by an equivalent period of time. When a Member elects to defer such decisions, the Member shall provide the immediate supervisor with written notice of their intention to do so.
- f) The provisions of this Article shall be no less than those in the "provincial employment standards act/legislation" and Employment Insurance Act as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.
- g) Nothing in this Article shall prevent a Member claiming Pregnancy or Parental Leave during a Sabbatical Leave. Any unused portion of a Sabbatical Leave shall be taken at a time mutually acceptable to the Member and the immediate supervisor.
- h) If both parents are Members, they may share their paid periods of leave between them.

## 11. Special Needs

Members who are tenured, on tenure track, or on continuing appointments shall be eligible for a paid leave of absence for a period of up to two (2) weeks to fulfill responsibilities relating to the special needs of a member of the Member's family. Special needs may include, but are not restricted to, resettlement of aged or disabled parents, serious illness of parents, partner, or child, medical treatment of partner or child that cannot be provided in the region of the Member's residence. The teaching/professional and service responsibilities of Members on this leave shall normally be assumed by their colleagues without additional expense to the School.

### **ARTICLE 3.10 - BEREAVEMENT LEAVE**

1. a) In the event of a death in a Member's immediate family, the Member shall be entitled to five (5) consecutive working days without loss of pay. Immediate Family includes: spouse, common-law spouse, same-sex spouse, daughter, son, children of the Member's spouse, children of the common-law spouse, step-children, brother, sister, father and mother.
  - b) In the event of a death of any member of a Member's extended family, the Member shall be entitled to three (3) consecutive working days without loss of pay. Extended Family includes: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, grandparents of the Member's spouse, step-mother, step-father, uncle, aunt, niece, and nephew.
2. In the event of a death of a close friend or a relative not included in the definitions of a Member's family in section 1 the Member shall be granted a leave of absence of up to one (1) working day with pay.
3. Members who must travel a distance of three hundred (300) km or more for the purpose of attending the funeral will be granted an additional one (1) working day without loss of pay.
4. If while on another scheduled leave a Member is bereaved in circumstances under which he/she would have been eligible for leave, the Member is entitled to substitute bereavement leave for the other leave.

### **ARTICLE 3.11 - COMPASSIONATE LEAVE**

1. A Compassionate Leave of absence for up to eight (8) weeks shall be granted in a case of the serious illness of a member of a Member's family declared by a physician to be facing a serious risk of death within twenty-six (26) weeks. A Family member is a member included in section 1 a) and b) or included in the relevant Canadian Government EI benefit definition of a family member.

For the purpose of this leave provision common-law partner means a person who has been living in a conjugal relationship with that person for at least one (1) year.

During the period of Compassionate Leave, a Member shall receive from the Board:

- a) for the first two (2) weeks, one hundred percent (100%) of the Member's nominal salary;

- b) for up to a maximum of six (6) additional weeks, an amount equal to the difference between the EI benefits received by the Member and ninety five percent (95%) of the Member's nominal salary;
  - c) in the event of any reduction by the Government of Canada to the Member's EI benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in section 5b)
2. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for Compassionate Leave or adjust the amount of benefits that were received, then the Board shall maintain the Member at ninety five percent (95%) of the Member's nominal earnings for the period of the leave.

### **ARTICLE 3.12 - SPECIAL LEAVES**

1. Members are entitled to take up to six (6) working days per academic year for Special Leaves for reasons of a family or personal nature including but not limited to: professional, medical, paramedical, or dental appointments, other religious holidays, school trips or concerts, wellness, moving, writing exams, a family member's sudden illness or accident, a child's problem at school, a fire, flood or other home emergency.

### **ARTICLE 3.13 - ABSENCE GENERAL**

The School is a community of scholars and professionals that requires the availability of its Members on a regular and on-going basis to ensure that the activities of the School scheduled and unscheduled can be carried out in an orderly manner.

- 1. Any absence shall not normally interfere with assigned and/or scheduled activities and the harmonious functioning of the Unit.
- 2. Any absence from campus affecting teaching Professional Librarian/Professional Staff duties shall be governed by the Articles related to Rights, Responsibilities and Duties.

a) For Faculty:

- (i) From Labour Day to end of the last module of the year absences of more than one (1) week require notification to and permission of the immediate supervisor. Shorter absences require notification to the immediate supervisor. When scheduled or assigned duties are affected by an absence, Members shall make suitable arrangements through their immediate supervisor when the absence has a significant impact on the Member's duties.

(ii) From the end of the last module of the year to the first day of classes, Units maintain a fair and equitable system to assure a reasonable presence sufficient to administer the Unit, to deal with correspondence and to maintain on-going availability for academic counseling and other unscheduled issues as they may from time to time arise. Absences during this period must be in accordance with this system. For any absences of more than 1 (one) week, prior written permission shall be obtained from the immediate supervisor who shall not unreasonably withhold such permission.

(iii) Except where Members are on vacation, leave or other approved absence, they must remain in communication with their Unit so that it is reasonably possible for the Board to contact and/or recall them on short notice.

b) Professional Librarians, Lecturer IPE, and Professional Staff are responsible for:

(i) reporting to work on a regular basis in order that scheduled work assignments can be carried out by the most appropriate staff without disruption to other Members;

(ii) contacting their immediate supervisor of unscheduled absence as far ahead of their normal start time as possible;

(iii) if the Member does not know when he/she will be returning to the campus, then if reasonably possible in the circumstances, the immediate supervisor must be contacted on each working day of an unscheduled absence to indicate that he/she will not be reporting to work.

### **ARTICLE 3.14 - POLICY AND PROCEDURES IN THE EVENT OF DEATH**

It may from time to time be necessary to make adjustments to these procedures based on requirements of external agencies. The Parties agree that such changes required by external agencies do not require prior approval.

1. The beneficiary should contact the Payroll/HRIS Human Resources System Coordinator (Human Resources). If within seven (7) calendar days the Board has not been contacted by the beneficiary, the Board shall make every reasonable effort to contact the beneficiary.

2. Life Insurance

a) The following documents will be required to request payment from the insurance carrier:

- (i) the statement completed by the beneficiary which is required by the insurance carrier as well as the required Social Insurance Number;
  - (ii) the notice of the Member's death as it appeared in the Obituary Notices, if any;
  - (iii) a Death Certificate;
  - (iv) the last insurance certificate that was issued to the Member.
- b) The Life Insurance proceeds are to be paid within one (1) month except in demonstrably unusual circumstances. In the event of delays in processing a claim, the Board will use its best efforts to assist the beneficiary in resolving any difficulties caused by the delays.

### 3. Pension Plan

If the Member dies prior to receiving a pension, the following will be required to process the benefits:

- a) The Board shall contact the Beneficiary and outline the procedures to be followed.
- b) The Beneficiary must complete an "Application for Death Benefit" and
  - (i) Provide a Death Certificate
  - (ii) Provide a "notarial copy" of the Member's "Last Will and Testament"; or
  - (iii) In the case of an intestate Member, the beneficiary or beneficiaries will have to settle any dispute in the Courts prior to receiving any funds from the pension plan.
- c) The file will be forwarded to the Actuary for the calculation of the death benefit. Once that calculation is received, the Beneficiary will be contacted. The Beneficiary can request a lump sum refund or a transfer to an RRSP that is not subject to locked-in provisions.
- d) The death benefit from the Pension Plan will be paid within two (2) months except in demonstrably unusual circumstances.
- e) If the Member dies after commencing receipt of their pension, the form of pension that was selected by the Member will determine if further benefits are payable to the Beneficiary.

4. Continuation of benefits to spouse and dependents of deceased Members: Hospital Care, Extended Medical, Out-of-Country Coverage, and Dental Insurance shall be continued to the end of the year following the year in which the death occurred.

## REMUNERATION

### ARTICLE 4.1 - SALARY STRUCTURE

1. Regular (base) salary is the annual salary of Members engaged in employment with the School excluding any stipends and/or payments for overload work or overtime work.
2. Regular (base) salaries shall be adjusted annually, and the adjusted salaries shall take effect as of July 1st or as otherwise indicated. Salary adjustments for the Members shall include some or all of the following components:
  - a) scale increments
  - b) Progress-Through-The-Rank(s) increments, including additional qualifications increments
  - c) special adjustments
  - d) anomaly adjustments

#### 4.1 Salary Schedules

The salary schedule for each Academic rank shall be as set forth in Schedule A-1. With respect to salary floors and ceilings the Parties agree that any adjustments made to scale due to a scale increment parity increase as per sections 4.3 and 4.4 below shall also be applied to the salary floors and ceilings of all bargaining unit Members in 2016-2017 and 2017-2018.

#### Schedule A-1

#### Schedule A-1 Floor by Rank

#### Floors and Ceilings by Rank for 2015-16

|                     | <b>Floors</b> | <b>Ceilings</b> |
|---------------------|---------------|-----------------|
| Lecturer IPE        | 75014         | 88048           |
| Lecturer            | 58577         | 84372           |
| Assistant Professor | 71297         | 111106          |
| Associate Professor | 84732         | 151912          |
| Professor           | 103786        | 171134          |
| Librarian I         | 57294         | 101748          |
| Librarian II        | 62221         | 106748          |
| Librarian III       | 71813         | 111748          |
| Librarian IV        | 81402         | 117927          |

**Floors and Ceilings by Rank for 2016-17**

|                     | <b>Floors</b> | <b>Ceilings</b> |
|---------------------|---------------|-----------------|
| Lecturer IPE        | 76140         | 89369           |
| Lecturer            | 59455         | 85638           |
| Assistant Professor | 72366         | 112772          |
| Associate Professor | 86003         | 154190          |
| Professor           | 105343        | 173710          |
|                     |               |                 |
| Librarian I         | 58153         | 103274          |
| Librarian II        | 63154         | 108349          |
| Librarian III       | 72890         | 113424          |
| Librarian IV        | 82623         | 119696          |

**Floors and Ceilings by Rank for 2017-18**

|                     | <b>Floors</b> | <b>Ceilings</b> |
|---------------------|---------------|-----------------|
| Lecturer IPE        | 77472         | 90933           |
| Lecturer            | 60496         | 87136           |
| Assistant Professor | 73632         | 114746          |
| Associate Professor | 87508         | 156889          |
| Professor           | 107186        | 176741          |
|                     |               |                 |
| Librarian I         | 59171         | 105082          |
| Librarian II        | 64259         | 110245          |
| Librarian III       | 74165         | 115409          |
| Librarian IV        | 84068         | 121791          |

The salary schedule for each Professional Staff rank shall be as set forth in

**Schedule P-1.****Schedule P-1, Floors and Ceilings by Rank****P-1 Floors and Ceilings by Rank for 2015-16**

|  | <b>Floors</b> | <b>Ceilings</b> |
|--|---------------|-----------------|
| Assistant CID/DA                       | 53069         | 66139           |
| LAO                                    | 59670         | 80805           |
| Senior LAO/CID/DA                      | 67289         | 95688           |
| Senior Professional Staff (LAO/CID/DA) | 81647         | 108989          |

**P-1 Floors and Ceilings by Rank for 2016-17**

|  | <b>Floors</b> | <b>Ceilings</b> |
|--|---------------|-----------------|
| Assistant CID/DA                       | 53865         | 67131           |
| LAO                                    | 60565         | 82017           |
| Senior LAO/CID/DA                      | 68298         | 97123           |
| Senior Professional Staff (LAO/CID/DA) | 82872         | 110624          |

**P-1 Floors and Ceilings by Rank for 2017-18**

|  | <b>Floors</b> | <b>Ceilings</b> |
|--|---------------|-----------------|
| Assistant CID/DA                       | 54808         | 68306           |
| LAO                                    | 61625         | 83452           |
| Senior LAO/CID/DA                      | 69493         | 98823           |
| Senior Professional Staff (LAO/CID/DA) | 84322         | 112560          |

## 4.2 Increases for 2015-16

The salary of each Member shall be comprised of the base salary of each Member as of June 30, 2015, modified by the following items:

- a) Progress-Through-The-Rank(s) increments(s) as per Article 4.2 and 4.3;
- b) A scale increase of one percent (1.0%) and one thousand one hundred and fifty dollars (\$1150) to base salary July 1, 2015;
- c) Additional anomaly adjustments as per 4.5

## 4.3 Increases for 2016-17

The salary of each Member shall be comprised of the base salary of each Member as of June 30, 2016, modified by the following item:

- a) Progress-Through-The-Rank(s) increments(s) as per Article 4.2 and 4.3;
- b) A scale increase of one point five percent (1.5%) to base salary or the arithmetic average of base scale increases of Laurentian and Lakehead Universities as defined below, whichever is larger, effective July 1, 2016;
- c) Additional anomaly adjustments as per 4.5

## 4.4 Increases for 2017-18

The salary of each Member shall be comprised of the base salary of each Member as of June 30, 2017, modified by the following item:

- a) Progress-Through-The-Rank(s) increments(s) as per Article 4.2 and 4.3;
- b) A scale increase of one point seventy-five percent (1.75%) to base salary or the arithmetic average of base scale increases of Laurentian and Lakehead Universities as defined below, whichever is larger, effective July 1, 2017;
- c) Additional anomaly adjustments as per 4.5

Definition of arithmetic average: in the event that the arithmetic average of Faculty scale increases at Lakehead and Laurentian were to exceed the scale increase at NOSM (1.5% 2016-2017 and 1.75% 2017-2018) the Parties agree to adjust upward the scale increases of all Members of the Bargaining Unit to the level of the arithmetic average of the two host universities. Any across the board increase in Faculty salaries, whether given on a percentage basis or as a fixed amount, shall be considered to be a scale increase as long as it is provided to all full time Faculty.

#### 4.5 Anomalies Fund

In order to alleviate anomalies of full-time Faculty Members, the Board shall establish an Anomalies Fund. This Fund shall be in the amount of two thousand and eight hundred dollars (\$2,800) for this Collective Agreement.

An Anomalies Committee to administer the anomalies funds shall be formed within three (3) months of the date of receipt of an application for review. The Committee shall include representation from both genders and shall consist of two (2) individuals appointed by the Dean, two (2) Members appointed by the President of the Union, and a fifth (5th) individual mutually agreed upon by the Parties. The mutually agreed upon fifth (5th) person shall chair all meetings and shall vote only in the event of a tie. If no mutual agreement can be made by the Parties on the name of the fifth (5th) person to chair the meeting the Parties agree to invite the Chair of the Joint Senate Committee for NOSM to do so.

The Anomalies Committee shall develop procedures and criteria for granting anomaly allocations.

The Committee shall determine whether one or more of the following exist:

- a) gender based anomalies;
- b) anomalies resulting from year of hire;
- c) any other anomalies that may be identified.

Where it is determined that one (1) or more anomalies exist, the Committee shall make allocations from the fund in the form of base salary increases.

The Board shall administer the anomalies funds towards the alleviation of anomalies in salaries based on the results of the Committee's deliberations. These awards are retroactive to July 1 of the year of application.

A Member or immediate supervisor may apply to the Committee for a salary adjustment in base salary rate of a Member. Applications shall be in writing and set out the reasons for the request and amount being requested. Each application shall be signed by the person initiating the request and forwarded to the Committee, with a copy to the Member.

Any amount not allocated shall be carried forward and added to the Anomalies Fund for the succeeding year.

#### 4.6 Members Hired Within Academic Year

Members hired after December 31 but before July 1 of the following year are eligible for the scale increase.

### **ARTICLE 4.2 - PROGRESS-THROUGH-THE-RANK(S) INCREMENTS**

The PTR increment is also known as a career development increment and shall be awarded as per the outlined in Article 4.3 (Procedures for the Award/Denial of PTR Increment).

**Faculty:** Two thousand seven hundred and fifty dollars (\$2750) in 2015/16 and;  
Two thousand seven hundred and fifty dollars (\$2750) in 2016/17 and;  
Two thousand seven hundred and fifty dollars (\$2750) in 2017/18.

**Librarians:** Two thousand two hundred dollars (\$2200) in 2015/16 and;  
Two thousand three hundred dollars (\$2300) in 2016/17 and;  
Two thousand four hundred dollars (\$2400) in 2017/18.

**Professional Staff:** Two thousand two hundred dollars (\$2200) in 2015/16 and;  
Two thousand three hundred dollars (\$2300) in 2016/17 and;  
Two thousand four hundred dollars (\$2400) in 2017/18.

### **ARTICLE 4.3 - PROCEDURES FOR THE AWARD/DENIAL OF A PROGRESS-THROUGH-THE-RANK(S) INCREMENT**

1. A PTR shall be awarded annually to each Member to provide through a series of salary increases, an orderly promotion within each rank for satisfactory performance of a Member's responsibilities. Satisfactory performance is based on a Member's annual report and shall be measured against:
  - a) the criteria by rank established for Members;

- b) the level of facilities and support provided to the Members;
  - c) any unusual expectation and/or known extenuating circumstances beyond the Member's control will be considered when reviewing performance.
2. The immediate supervisor shall examine the annual reports and make such other inquiries, as he/she deems appropriate.
    - (i) When a Member's performance is judged to be satisfactory by the immediate supervisor, the PTR increment shall be awarded
    - (ii) Where the Member does not show satisfactory performance in one or more of the reportable areas, under and within the provisions of Article 2.1 or 2.3 (Rights Responsibilities and Duties), the immediate supervisor shall undertake a more detailed review of the Member's activities. Any decision to conduct a review shall be a reflection of real concern about the performance and/or professional development of the Member. This review shall include at least an examination of prior annual reports covering a period of time determined by the immediate supervisor following consultation with the Member. If there is evidence of overall unsatisfactory performance, the Member shall be given a written notice that their performance must become satisfactory otherwise PTR will be denied in the following year.
  3. In the year following a warning, and where the immediate supervisor determines that the Member does not show satisfactory performance in one or more of the reportable areas, the immediate supervisor shall communicate to the Member the possibility that the PTR will be denied. The immediate supervisor shall specify the reasons and provide the evidence giving rise to this possibility. The immediate supervisor shall invite the Member to a meeting in order to address the concerns. The immediate supervisor shall inform the Union of the upcoming meeting and shall inform the Member of their right to be accompanied by a Union representative. The review shall include a consideration of at least the three (3) previous annual reports, if available. The immediate supervisor shall invite the Member to submit relevant materials.
  4. When a review is undertaken under the terms of section 3 above, the deadline for communicating the decision to the Member is delayed by one (1) month from those stated in section 11 below.
  5. Following the completion of the evaluation, the immediate supervisor shall inform the Member in writing whether the increment is awarded and shall provide a justification for the decision.
  6. A Member whose annual increment is denied shall have the right of appeal to the appropriate Associate Dean. In making their decision, the Associate Dean shall at a minimum consult the annual report, the investigation made by the immediate

supervisor, and the appeal presented by the Member, and may consult more broadly. In cases where a Member elects to appeal, the decision of the Associate Dean shall be communicated to the Member within six (6) weeks of the Member's appeal.

7. If the Associate Dean agrees with the decision of the immediate supervisor, the annual increment is denied. If the Associate Dean reverses the decision of the immediate supervisor not to award the annual increment, a retroactive payment shall be made to the Member as appropriate.
8. A Member shall have the opportunity for reinstatement of the denied increment, as follows: A reinstatement of the increment shall occur July 1 for the academic year after the Member receives two (2) immediate consecutive satisfactory annual assessments from the immediate supervisor, or after the Member receives a promotion in rank. The reinstated amount shall be equal to the amount of the PTR denied.
9. If, within any of the following three (3) years of the first denial of a PTR, the Faculty Member's performance is not satisfactory the immediate supervisor may deny the PTR, as per section 3 above without a preliminary year of warning. The immediate supervisor shall advise the Union in writing of the name(s) of Member(s) who have had their PTR withheld.
10. Provided that the Member submitted their annual report by May 15, all procedures for the evaluation of academic performance of Members shall normally be completed no later than June 30, except in cases of leave. In cases of leaves, the procedures shall be completed by July 30 for leaves terminating on June 30 or by January 31 for leaves terminating on December 31.
11. Failure of a Member to submit the annual report by the specified time limit will result in the delay of the award of the annual increment up to seven (7) weeks after the report was submitted. The payment of the appropriate monthly portions of the increment shall be retroactive to the date of the first of the month following the submission of the report or July 1 immediately following the due date, whichever is later. No annual increment will be awarded where the annual or sabbatical report is submitted after September 30 in the calendar year the report is due.
12. When a Member is promoted to a higher rank, the total salary adjustment for the year in which the promotion takes effect shall be the greater of:
  - a) the amount required to raise the salary to the floor of the new rank, or
  - b) the increase which would have been received, without promotion plus one (1) additional PTR increment.

Members hired after June 30 but before January 1 of the academic year are eligible for a PTR for that academic year if their performance is satisfactory in accordance

with the procedures outlined in this Article. Members hired after December 31 but before July 1 of the academic year are not eligible for PTR for that academic year.

### 13. Additional Qualification Increments

An additional increment, equal to the value of a Progress-Through-The-Ranks increment, shall be awarded to individuals obtaining a first Doctorate provided that such a degree was not a condition of nomination to a specific rank and salary as indicated in the letter of appointment. Such an award will be retroactive to the first (1st) day of July immediately preceding the receipt of the Doctorate. The Doctorate will be deemed to have been received when the individual can provide a diploma or a letter from the university where the Doctorate is being obtained indicating that all the conditions for the Doctorate, including the thesis defence and the corrections to the thesis, have been met. The Member shall apply for an additional increment through the immediate supervisor and must furnish a copy of the appropriate document.

## **ARTICLE 4.4 - OVERLOADS AND OVERTIME**

### 1. Overload payments for teaching:

Overloads may be offered and accepted for any of the teaching components that have teaching credits (see Article 2.2, A, [iv]).

The overload payment shall be two thousand one hundred and fifty dollars (\$2150) per teaching credit in 2015/16, two thousand one hundred and ninety-three dollars (\$2193) per teaching credit in 2016/17, and two thousand two hundred and thirty-seven dollars (\$2237) per teaching credit in 2017/18, prorated when required.

### 2. The Parties agree that excessive overload teaching is undesirable. The Division Head has the authority to limit the amount of overload in any given academic year. In order to fulfill this function, the Division Head must authorize in advance all paid overloads. In decisions to limit the number of paid overloads, the Division Head shall be guided by their assessment of the total workload of the Faculty Member, the impact of overload work on the likely career progress of the Faculty Member, including the capacity of the Faculty Member to undertake scholarly activity and administrative duties expected of all Faculty Members.

### 3. Overtime for Librarians, Lecturer IPE Members, and Professional Staff.

a) The normal work week for Librarians and Professional Staff consists of 35 hours per week. Overtime may be authorized when the immediate supervisor is satisfied that the work or service involved is essential, and that overtime is the most appropriate way of meeting these needs.

- b) All overtime must be pre-authorized by the immediate supervisor and overtime worked shall be compensated at the rate of one and a half (1 ½) hours for each hour of overtime worked.
- c) Hours worked in excess of thirty-five (35) hours per week and up to forty-four (44) hours in a work week shall be compensated as time-in-lieu (paid time off).
- d) Paid time off must be taken within one (1) year of the week in which the overtime was earned. If a Member's job ends before he or she has taken the paid time off, the Member will receive overtime pay.
- e) Overtime Pay: overtime pay shall begin after a Member has worked forty-four (44) hours in a work week.

#### **ARTICLE 4.5 - FRINGE BENEFITS AND PENSIONS**

1. Except as provided for in this Agreement there will be no changes to benefit and pension plans without the approval of the Union except as required by federal and provincial legislation.

As a condition of employment, each Member, unless specifically exempted by legislation or regulation, shall enroll and participate in:

- a) the NOSM Supplemental Group Medical Benefits Plan (Prescription drugs, Hospital Benefit, Paramedical Practitioners, Emergency out-of-province coverage, Private-duty nursing, other medical services and supplies);
  - b) (i) the NOSM Group Life Insurance Plan (Employee Basic Life Insurance); (ii) Optional Life Insurance and Optional Accidental Death and Dismemberment Insurance;
  - c) (i) the NOSM Salary Continuance Plan; (ii) Long Term Disability Insurance Plan;
  - d) the NOSM Pension Plan;
  - e) the NOSM Dental Plan (Basic Services, Major restorative services, Orthodontics);
  - f) the NOSM Vision Care Plan;
2. NOSM shall pay one hundred percent of the applicable costs (including any and all premiums) for a Member's coverage under the plans specified in 1 a), b (i), c (i), and f). NOSM shall pay seventy-five percent (75%) of the premium cost for a Member's coverage under plan e). The Member shall pay one hundred percent (100%) of the applicable premium costs for the Member's coverage under c (ii) and b(ii), and

twenty-five percent (25%) of the applicable premium costs for the Member's coverage under e).

3. The NOSM shall contribute to the NOSM Pension Plan for each Member, an amount equal to seven percent (7%) of the Member's gross earnings including any and all administrative stipends and each Member shall contribute to the NOSM Pension Plan an amount equal to seven percent (7%) of the Member's gross earnings including any and all administrative stipends.
4. The NOSM shall provide under separate cover a booklet or booklets which is/are a brief summary of the principal features of all current employee benefits available to Members.
5. Members shall be notified in writing of any amendments to the current plans referred to a), b), c), d), e) and f).
6. Members beyond the age of 65 shall continue to receive fringe benefits save for Long Term Disability and Optional Life benefits.
7. In the event that any of the foregoing health and medical plans for any reason becomes unavailable or is discontinued, the NOSM shall continue to contribute toward the premium for any health or medical plans substituted there for sums of money equivalent to those being paid at the date of such unavailability or discontinuance.
8. The current NOSM employment benefits package shall be improved by changing the following:

Effective date of ratification: with respect to Long Term Disability once a Member is in receipt of benefits they shall increase each year at three percent (3%) per annum.

Effective date of ratification: Dental Basic maximum of three thousand dollars (\$3000) per covered person per year (combined with major restorative).

Effective date of ratification: Semi-private hospital room increased to max of two-hundred and fifty dollars (\$250) per day.

Effective date of ratification: Hearing aids max shall be five hundred dollars (\$500) in any two (2) consecutive years.

Where a Member has incurred eligible expenses in excess of the coverage provided in the benefit plan for Paramedical Practitioners services up to a total combined amount of one thousand dollars (\$1,000), the Member will be reimbursed on the following basis:

Member pays forty percent (40%)

Board pays sixty percent (60%)

Paramedical practitioners: beyond five hundred dollars (\$500) to a maximum of one thousand and five hundred dollars (\$1500) per annum

Effective 1 July 2015 Life insurance: three times annual salary to a maximum of five hundred and thirty thousand dollars (\$530,000) without evidence of insurability, \$1 million with evidence.

9. The NOSM Pension Committee shall include the President of the Union or someone designated by the President, and one other person elected from amongst a group consisting of the Bargaining Unit and senior administrators who are otherwise excluded from the Bargaining Unit but have the right of reversion to the Bargaining Unit.

Each of these two (2) individuals shall be voting Members of the NOSM Pension Committee. The Board will determine how the other Members of the committee shall be selected.

- a) the NOSM Pension Committee shall elect its own Chair.
  - b) The Board shall be responsible for the administration of the NOSM Pension Plan.
10. The Joint Consultative Committee for the administration of the Agreement shall act as a Joint Benefits Committee (JBC) and as such shall act as an advisory and consultative sub-committee of the Board.
    - a) The JBC shall report to the Finance and Audit Committee of the Board;
    - b) The JBC shall receive reports from the Company or Companies, as well as NOSM staff, involved in administering the Fringe Benefits Plans and scrutinize their performance and report its findings to the Finance and Audit Committee of the Board;
    - c) The JBC shall make recommendations to the Finance and Audit Committee of the Board.
    - d) The Board shall be responsible for the administration of the NOSM fringe benefits plans.
  11. The Board will maintain an Employee Assistance Program and Members of the Union and their dependents are eligible to use this program.
  12. The Board will advise the Union of Members' going on or returning from Long Term Disability. When a Member is receiving Long Term Disability benefits, the Member may continue to participate in the pension plan and the other benefit plans to which their employment entitles them. The Member and the Board shall each continue to

pay their applicable share of contributions and/or premiums, unless the Member elects not to do so in writing, whereupon the Board will cease paying its applicable share of contributions and/or premiums. Where the Member elects to continue paying their portion of the premiums, they must make arrangements with the Board to provide monthly payments for said contributions and/or premiums. If said monthly payments are not received by the Board, the Board will cease paying its applicable share of said contributions and/or premiums. On return to work from long term disability a Member's salary shall be the same as if the Member had not been away from the workplace on long term disability.

#### **ARTICLE 4.6 - PROFESSIONAL DEVELOPMENT EXPENDITURES**

1. The Board shall reimburse Members with full-time appointments for professional development expenses related to their duties and responsibilities made by the Member.

The reimbursement shall be based on the actual number of months the Member is employed by the School during the allowance period. Partial years shall be reimbursed on a pro-rated basis.

2. Each Faculty or Librarian Member shall receive a maximum of two thousand two hundred dollars (\$2,200) in each academic year for reimbursement of professional development expenses. Such expenses include but are not limited to:
  - a) Travel including transportation, food and accommodation (subject to Article 4.7 Travel Expenses) for the Member to attend relevant scholarly and professional conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at the Northern Ontario School of Medicine.
  - b) Registration fees for the Member to attend scholarly and professional conferences.
  - c) Membership fees for professional and/or learned societies related to the Member's discipline.
  - d) Subscriptions to professional and/or learned journals.
  - e) Books, materials, equipment, and services directly related to research and teaching/professional Library work.
  - f) Page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.
  - g) Professional/academic development or upgrading.

- h) Hiring part-time assistants in support of research and teaching, excluding marking.
3. Each Professional Staff Member shall receive a maximum of eight hundred dollars (\$800) in each academic year for reimbursement of professional development expenses for activities and items of the Member's own choosing. Such expenses include but are not limited to:
    - a) Membership fees for professional and/or learned societies related to the Member's discipline.
    - b) Books, subscriptions to professional and/or learned journals.
    - c) Travel including transportation, food and accommodation (subject to NOSM travel policies) for the Professional Staff Member to attend relevant scholarly and professional conferences or seminars, or to visit other universities.
    - d) Registration fees for the Professional Staff Member to attend scholarly and professional conferences.

Professional Staff Member development monies paid under this Article shall be in addition to Unit practices concerning professional development for Professional Staff engaged in Unit initiated professional development.

4. Expenditures must be approved by the immediate supervisor and reimbursements will be made on verification of receipts. In the event that expenditures are incurred in relatively small amounts - less than fifty percent (50%) of the total or less than the remaining maximum allowable amount - reimbursements should be accumulated but receipts must be submitted not later than January 1 or July 1 following the date the expenditures have been made.
5. Full-time Members who are on Sabbatical Leave, Study Leave, or voluntary reduced workload are eligible for the professional development expenditures.
6. Any equipment purchased with funds provided under this Article remains the property of the School but a Member shall have the right if he/she so chooses to buy back such equipment at fair market value.
7. Any unused portion of the maximum allowed for professional development can be carried forward for three (3) years.
8. In addition to the provision set out above, the Board shall provide seventeen thousand dollars (\$17,000) per year, for a professional development fund, nine thousand dollars (\$9,000) of which is available for Faculty and Librarians and eight thousand dollars (\$8,000) available to Professional Staff. Members will apply for

these funds in accordance with the processes to be determined by the Joint Consultative Committee (JCC) within one month of the ratification of this Agreement. Failing agreement by the JCC, the JCC shall receive and decide on fund applications, with Members initially submitting their applications to the NOSM Faculty Relations Officer for forwarding on to the JCC. No Member shall be allocated more than a maximum of five thousand dollars (\$5,000) for any two (2) consecutive year period. Any amount not allocated to the Bargaining Unit in any year shall be carried forward and added to the seventeen thousand dollars (\$17,000) available for the Bargaining Unit in the succeeding year up to a maximum of twenty-five thousand five hundred dollars (\$25,500) available in a year.

9. In addition to the professional development funds identified above, the Board shall provide the maximum of twelve thousand dollars (\$12,000) per annum dedicated to professional development support to each Faculty Member in Phase Coordinator, Theme Course Chair and Student Assessment and Promotion (SAPC) academic administrative roles for purposes related to their administrative roles. These funds will be equally allocated to Phase Coordinators, Theme Course Chairs, and SAPC Chairs who will receive up to a maximum of three thousand dollars (\$3,000) each per annum.

#### **ARTICLE 4.7 - TRAVEL EXPENSES**

Members travelling on business that is reimbursed from NOSM funds shall be governed by the Travel Management and General Expenses protocol of NOSM (June 15, 2012 version).

When Members travel on non-NOSM funds that do not have specific travel policies the tri-council policy on eligible expenses shall apply and the Institutional Policy of the Board shall be that the per diem, mileage and other rates for such travel shall be the rates established an amended by the National Joint Council Travel Directive. Appendices B, C, and D <http://www.njc-cnm.gc.ca/directive/index.php?sid=98&lang=eng>

Members traveling shall do so in compliance with Article 3.13 (Absence-General). Travel authorization and approval for conference attendance is not required for travel conference attendance undertaken for professional development and/or research purposes, no matter what the source of funds.

#### **ARTICLE 4.8 - TUITION REIMBURSEMENT AND WAIVER; AND SCHOLARSHIP PLAN FOR SPOUSES AND DEPENDENTS OF MEMBERS**

1. Professional Staff, Lecturer IPE Members, and Librarians shall continue to be eligible for the tuition reimbursement and waiver at the host Universities as per NOSM policy dated September 25, 2003.

2. Spouses and dependents of Faculty Members shall be eligible for a Scholarship Plan as follows:

2.1 Spouses and eligible dependents of Faculty Members may apply for a limited number of Scholarships. A maximum sum of twelve thousand dollars (\$12,000) shall be allocated for each academic year. Both full-time and part-time students/dependents will be eligible to apply in accordance with the criteria set out below.

## 2.2 Criteria

In order for a spouse or dependent of a Member to be eligible for consideration under this Plan, the following initial criteria must be met:

- a) for students who have completed fewer than five (5) full-course equivalents in a University program and who have been granted the Ontario Secondary School Honours Graduation Diploma (OSSHG) or the Ontario Secondary School Diploma (OSSD): a minimum average of seventy percent (70%) in six (6) Grade 13 subjects or six (6) Ontario Academic Courses or six (6) Grade 12 U or U/C courses, or equivalent qualifications from other provincial or national jurisdictions;
- b) for students who have completed fewer than five (5) full-course equivalents in a University or College program, but who have not been granted an OSSHG or OSSD: a minimum average of seventy percent (70%) in all University or College courses taken;
- c) for students currently enrolled in a University or College program either on a full-time or part-time basis who have completed a minimum of five (5) full-course equivalents: either a minimum average of seventy percent (70%) in their last sequence of five (5) full courses or a minimum average of seventy percent (70%) in all University or College courses taken.

## 2.3 Administration of the Scholarship Plan

- a) The awarding of Scholarships under this Plan will be based entirely upon scholastic achievement, and the determination of eligible applicants will be made by a Student Scholarship Awards Committee made up of two (2) Members chosen by the Union President, and two (2) Members chosen by the Dean. Where the number of eligible applicants who meet the specified criteria exceeds the number of Scholarships available, the committee shall rank the applicants based upon superior academic performance to a maximum of the equivalent of four (4) full-time students for each twelve thousand dollars (\$12,000), pro rata if additional carry forward funds are available. Successful applicants shall be notified by letter.
- b) For the purposes of administering this Plan, an academic year is defined as May 1 to April 30.

- c) Students who wish to be considered under this Plan must submit a completed application to the Committee by August 31 each year. The Subcommittee will rank successful applicants. The list of successful candidates will be sent to Associate Dean of Faculty Affairs by October 31 each year, which shall advise successful applicants by letter that they have been awarded a Scholarship.
- 2.4 The scholarships can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at any recognized university or college and shall be no more than four thousand dollars (\$4,000) per annum. In the case of students in part-time programs, the payment shall be prorated to the number of courses required for the full-time program in that institution.
- 2.5 Applicants shall provide all documentation required to administer the Scholarship.
- 2.6 The spouses and dependent children of Faculty Members who are on leave, receiving Long Term Disability benefits, retired, and who have died in service, are eligible to apply for a Scholarship.
- 2.7 Definitions for the purposes of the Scholarship Plan:
- a) "Dependent Children" are natural, step, common-law or adopted children or wards under 26 years of age as of August 31st in any year.
- b) "Spouse" is a legal spouse or common-law spouse or partner.
- c) "Recognized university or college" is an institution that: in Canada is a member of the AUCC, or the ACCC, in the United States conforms to the various general guidelines of accreditation used by American universities and colleges, and in the United Kingdom is funded by one of the Higher Education Funding Councils.
- d) "Tuition" is tuition fees as defined by Canada Revenue Agency for the purpose of income tax deduction.
- 2.8 Any amount not allocated to Scholarships in any given year shall be carried forward into the succeeding year and used first in that succeeding year in sums of four thousand dollars (\$4,000) or less in keeping with the above. Any carry forward amount not used in the succeeding two (2) years shall be forfeited. This shall have no impact on the annual twelve thousand dollars (\$12,000) sum per article 4.8(2.1).

#### **ARTICLE 4.9 - MOVING EXPENSES**

On initial appointment Members shall be reimbursed for moving expenses up to a limit set by the Board but which for Faculty shall be ten thousand dollars (\$10,000). All claims must be substantiated by official receipts. Moving expenses paid to a new Member will constitute a loan made by the Board. This loan will be retired when the Member has

completed three (3) years of continuous service. A Member who leaves before completing three (3) years continuous service to NOSM, must reimburse the NOSM for the remaining un-retired portion of the loan.

The policy describing move expenditures shall not change for Members for the life of the Agreement.

#### **ARTICLE 4.10 - PHYSICAL EDUCATION FACILITIES**

All full-time Members, their spouses and dependants shall be eligible to use the Physical Education Facilities at each campus (Lakehead and Laurentian) on the same terms as Faculty, their spouses and dependents at the host institution.

#### **ARTICLE 4.11 - PARKING**

The Parties agree that Members wishing to obtain a parking permit in any parking area on campus shall pay the fee established by the University. The Board agrees to facilitate payment via monthly payroll deduction.

#### **ARTICLE 4.12 - INTELLECTUAL PROPERTY (IP), PATENTS AND COPYRIGHT**

##### 1. Intellectual Property (IP)

- a) The Parties recognize that the common good of society depends upon the unfettered search for knowledge in all fields of study and upon its free exposition.
- b) In order that the Member has control over the direction, integrity and use of the Member's creative work, ownership of all types of intellectual property shall normally rest with the Member who creates it.
- c) The Board shall not enter into any agreement with a third party (including an agreement to administer funds) which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member under this Agreement, without the permission of the Member in consultation with the Union.

##### 2. Copyright:

- a) For all material related to the Member's scholarly activity, the Member shall hold the copyright.
- b) For all material related to the Member's teaching duties, the Member shall hold the copyright but the School shall possess a non-transferable, non-revocable license to use the course material for its internal use. If a Member believes that

the work requires revision the Member shall advise the School. Course materials created by a Member may subsequently be revised by another person but (i) where practicable the revisions shall be performed by the Member who created the course materials and (ii) if not, the Member's name shall subsequently be associated with the materials only with the consent of the Member.

- c) For copyright of all material not related to the Member's scholarly activity created with the use of extraordinary amounts of NOSM resources, copyright shall be negotiated between the Member and NOSM and such negotiation shall be bound by the following principles: (i) the greater the investment of NOSM in the material, the greater its interest, and (ii) the Member shall be advised to seek the assistance of the Union/independent legal counsel prior to concluding agreement. Extraordinary NOSM resources shall include those resources above and beyond the provisions of a normal work environment including salary, technical assistance and office and laboratory space and equipment.

### 3. Patentable Inventions, Discoveries and Improvements:

Where an invention, discovery or improvement is made by a Member in the course of the Member's employment by NOSM, and where the Member decides to pursue the commercialization of the invention, discovery or improvement, the Member must promptly disclose the key relevant facts to the Dean. Such facts shall include the essence of the invention, discovery or improvement, the facts which tend to validate it, the NOSM resources invested in its creation, and the list of those who participated in its creation and their relative roles. Any Member(s) who participated in the creation of the IP shall hold their appropriate share(s) of the ownership of the IP. The Member or Members who were the principal creators of the IP may pursue the commercialization of the invention, discovery or improvement on their own or in concert with NOSM. In either event any net profit of the exploitation of the IP shall be split, with fifty percent (50%) going to the School and fifty percent (50%) being distributed to the owners of the IP (pro rata). Net profit shall mean any profit net of the costs of protection of the IP, the costs of exploitation of the IP, and any imputed or real interest on such costs from the time they are advanced until they are recovered. An imputed interest rate for these purposes shall not exceed the rate at which the School or the Member could have borrowed such funds.

### 4. Estates:

Subject to statute, when a Member or former Member dies, the Member's estate shall retain all the Member's rights under this Article. The School shall give reasonable assistance to Members or Members' estates to prevent unauthorized use of the intellectual property of Members or their estates.

## **ARTICLE 4.13 - ADMINISTRATIVE STIPEND LEVELS**

Beginning July 1, 2015 the following stipends will be paid per academic year in addition to the normal salary of Members:

- a) Assistant Dean:                 \$10,000
- b) Director:                         \$5,000
- c) Team Leaders:                 \$2,200
- d) Lead Hands:                     \$1,600

## **ADMINISTRATIVE DUTIES**

### **ARTICLE 5.1 ADMINISTRATIVE DUTIES**

5.1 The following administrative posts are consistent with Membership in the Bargaining Unit: Assistant Dean, Director, Phase Coordinator, Theme Course Chairs, SAPC Chair, Team Leaders, Lead Hands, Section Leaders. Any administrative post that is not excluded from Membership in the Bargaining Unit is open to Members of the Bargaining Unit. For the purposes of this Article senior administrative posts are defined as those posts that are not consistent with Membership in the Bargaining Unit.

The Parties have agreed that the duties of Module Coordinators, will be assigned by the Division Head after consultation with the Faculty Member as per Article 2.2

Job descriptions for the above positions appear in Appendix I of the Collective Agreement which is deemed to be incorporated into and is part of this Collective Agreement. Job descriptions shall be available when vacancies are posted. Job descriptions shall not be altered during the academic year for post holders, and the Board shall discuss and agree any change in job descriptions with the Union before they are implemented.

5.2 The process for selection is as follows:

- a) The Search Committee shall be established composed of one (1) Member appointed by the Union, the Division Head or Unit supervisor, and the most appropriate Associate Dean. If at all possible at least one (1) member of the committee shall be a woman. The committee shall elect a Chairperson from among its Members.

- b) Posts will be advertised internally within the Bargaining Unit. In the event that no internal candidate can be found that is qualified a post shall be advertised externally.
- c) Candidates shall submit a formal application and candidates will be interviewed at the discretion of the Committee.
- d) For the positions of Assistant Dean and Directors, the Committee shall make a formal recommendation to the Associate Dean Faculty Affairs after scheduling a meeting between any short-listed candidates and Members of the Faculty, following which it shall solicit the views of the Members of the Faculty on the suitability of the candidates for the position.
- e) In exceptional circumstances the Associate Dean Faculty Affairs may appoint, after consultation with the appropriate Unit(s), Unit Heads and with the mutual agreement of the Member, an Acting Assistant Dean, an Acting Director, an Acting Phase Coordinator, or an Acting Theme Chair, for a period of not more than six (6) months save for replacing a Member on leave of between six (6) months and one (1) year in which case it may be for the period of the leave.
- f) Terms of office for Assistant Deans and Directors shall be for a term agreed with the Member and shall be for a maximum period of five (5) years or a shorter period.
- g) Terms of office for Phase Coordinators, Theme Course Chairs and SAPC Chair shall be for a term agreed with by the Member and shall be for a maximum of three (3) years or a shorter period.
- h) Terms of office for Team Leaders, Lead Hands, and Section Leaders shall be for a term agreed with by the Member and shall be for a maximum of two (2) years or a shorter period.
- i) Assistant Deans and Directors may be reappointed once by the Dean with the agreement of the Member after consultation with the appropriate Division Heads, Associate Dean Faculty Affairs and the Union, without a formal search process.
- j) For all other positions the incumbent may be reappointed by the Unit supervisor with the agreement of the Member after consultation with the appropriate Associate Dean.
- k) When the Board or the Member wish to terminate an appointment prior to the expiry date of the appointment this can occur at any time upon mutual agreement, or by the Member or the Board providing six weeks written notice. For clarity this section refers only to the termination of a Member's administrative position and not dismissal of an Academic or Professional bargaining unit Member, which is addressed in Article 2.12.

5.4 Stipends shall be paid in addition to salary commensurate with rank as per Article 4.13 (Administrative Stipend Levels).

### **Senior Academic Administrators**

5.5 Members are eligible for administration positions outside the Bargaining Unit and postings for these positions shall be forwarded to the Union in a timely manner.

5.6 Search committees for senior administrative posts shall include Bargaining Unit Members.

5.7 While retaining the right to appoint Senior Academic Administrators, including the Dean, the Board recognizes the usefulness and desirability of consultation with Members, and Units in their selection and shall do so. In instances where an outside candidate is being considered for a senior academic appointment, the candidate shall be offered an appointment according to their qualifications at a rank consistent with the criteria listed under Article 2.5 (Appointment and Renewal).

5.8 The Parties agree that administrative post holders and senior academic administrators are in positions of trust and considerable responsibility. Serious complaints about the performance of any person in such a role shall be given due consideration by the Board. It is understood that while all such appointments are made for fixed terms, these terms may be cut short in the event that the Board determines that it is counterproductive for the incumbent to continue in that role. A group complaint by a majority of the Bargaining Unit Members reporting to the person whose performance is complained of is one example of a serious complaint.

5.9 Entry or re-entry into the Bargaining Unit

- a) Any Senior Administrators, who are excluded from the Bargaining Unit by virtue of their office, shall upon completion of their term of office or resignation or removal there from take up Membership in the Bargaining Unit in the appropriate Unit. Such individuals may elect to defer their re-entry or entry to the Bargaining Unit until after any administrative leave held immediately after and contiguous with their administrative position. The School cannot terminate a Senior Administrator from their academic or professional staff position prior to their re-entry or entry in the Bargaining Unit.
- b) No Member shall be displaced from the Unit by the entry or re-entry of former Senior Academic Administrators. If there is no vacancy in the Unit concerned, the additional allocation shall not be at the expense of another Unit allocation.
- c) For all purposes relating to this Agreement, Membership in the Bargaining Unit of a Senior Academic Administrator shall be reckoned as if they had not been outside the Bargaining Unit during their term of office.

- d) Senior Academic Administrators returning to the Bargaining Unit shall be considered as teaching Members as per Article 2.2 (Workload for Teaching Faculty and Librarians) and shall be assigned teaching/professional library loads in keeping with the practice of their respective Unit(s).

#### 5.10 Acting or Substitute Senior Academic Administrators

- a) The Board may from time to time appoint Members of the Bargaining Unit to act or substitute for short periods of time in the place of Senior Academic Administrators. Members so serving shall not undertake or be required to undertake any personnel action.
- b) For longer periods, (i.e. two [2] months or more), when there is a need for an appointee to substitute or act with full authority and responsibility of office, a Member who so acts shall cease to be a Member of the Bargaining Unit for the period of substituting or acting and shall receive a pro-rated stipend for the position.

#### 5.11 Relationship between Senior Academic Administrators and Academic Units.

Senior Academic Administrators shall be considered full Members of academic Units in which they teach/offer professional library service, except that they must not participate in decisions by the Unit on personnel matters (save for when they are not involved at any other stage of the decision making process regarding the personnel matter being considered, in which case one (1) senior academic administrator is considered a full member of the academic Unit may participate in any decision by the Unit on personnel matters).

## **FINANCIAL EXIGENCY**

### **ARTICLE 6.1 - FINANCIAL EXIGENCY**

1.
  - a) Members may only be laid off following a declaration of financial exigency according to the procedures contained in this Article.
  - b) Financial exigency is defined as a situation in which the Board has or projects substantial and continuing financial difficulties which threaten the continued functioning of the Board and which are projected by generally accepted accounting methods to persist for more than one year, and which are so severe that they will necessitate program changes or closures that will result in the reduction in the number of Members in the Bargaining Unit. 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 6.1.s.4 and 6.1.s.5.

2. In the event that the Board considers that a financial exigency may exist within the meaning of Article 6.1.s.1, it shall give notice to the Union within five (5) working 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 ongoing appointments may be made, that is, no person shall be appointed to a tenure track, tenured, probationary or continuing position in the Bargaining Unit covered by this Agreement. As of the date of such notice, the Board undertakes to make no additional appointments outside the Bargaining Unit other than absolutely essential appointments which may only be on a limited term basis.
3. Within twenty (20) working days of giving notice that it considers a financial exigency may exist, the Board shall forward to the Union a comprehensive package of financial documentation relevant to the possible state of financial exigency. The documentation shall be sufficiently detailed that by usual accounting principles a state of financial exigency can be evaluated.
4. Within twenty (20) working days of the notice specified in Article 6.1.s.2, the Board shall establish a Financial Commission which shall review the material on the state of financial exigency.
5. The Financial Commission shall consist of five (5) members, two (2) of whom shall be appointed by the Board, and two (2) of whom shall be appointed by the Union. An independent Chair shall be selected by the other four (4) members of the Commission, and in the event the other members of the Commission cannot agree on a Chair, the Chair shall be named by the Minister of Labour, who shall choose a person who is not in the employ of the provincial government.
6. The Board shall cooperate with the Financial Commission in its deliberations and shall accommodate any reasonable request for documentation by the Commission.
7. The Financial Commission shall establish its own procedures.
8.
  - a) The terms of reference of the Financial Commission shall be to review the material on the financial situation of the School and, to advise the Board whether or not it believes that a state of financial exigency exists as defined in Article 6.1.s.1.
  - b) The Financial Commission shall invite and consider submissions on the financial condition of the School and in any event shall meet with Academic Council and the Union for recommendations.
  - c) Notwithstanding a) above, the Commission shall 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 the only reasonable unutilized way to effect a cost saving given the primacy of academic goals within the School;

- (ii) all other reasonable 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 School'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, including redeployment into the host universities, have been actively pursued; and
  - (vi) any other matters that it considers relevant to the proposed financial exigency.
9. The Financial Commission shall make its report to the Board within three (3) months of its appointment. A failure to report within that time limit shall have the effect of relieving the Board of the constraint in 6.1.s.1b). However, in the event of a failure to report, no person serving on the Financial Commission will be paid for those services.
10. After the Financial Commission reports, a thirty (30) working day period shall elapse before any procedures for layoffs are invoked. During that period, the Parties shall meet and consider the recommendations of the Commission with respect to the implications of the financial exigency. It shall 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 layoffs or decrease the number of layoffs.
11. a) If the Financial Commission reports within the time limit set out in Article 6.1.s.9, the Board shall give the report due consideration before making a decision whether or not to declare a financial exigency. If the decision of the Board does not accord with advice contained in the report from the Financial Commission, the Board shall clearly state the basis upon which it disagrees with the advice of the Financial Commission. The Board must have clear, cogent and credible reasons for not following the advice of the Financial Commission. In the event that the Financial Commission has not reported within the time limits provided for in Article 6.1.s.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 declare the salary savings required in the School as a whole, with an estimate of the portion to be met from within the Bargaining Unit.

- b) Notwithstanding a) above, the Board shall only institute layoffs of Members of the Bargaining Unit following a process of consultation with Academic Council. In recognition by the Parties of the role of Academic Council in determining the academic priorities of the School, Academic Council shall have the sole right to determine the number of teaching or academic support positions to be discontinued within or outside the Bargaining Unit, provided that the total compensation savings required in Article 6.1.s.11a) are achieved.
  - c) The principal criterion to be used in making decisions on teaching staff and academic support staff terminations is the need to maintain the viability, continuity, balance and quality of the School's teaching and scholarly activities. However, to the extent possible consistent with these objectives, seniority will be taken into consideration in these decisions.
12. In the event that the Board decides that a financial exigency does not exist pursuant to Article 6.1.s.1b), the Board shall be precluded from invoking any of the provisions of this Article for a period of two (2) years from the date of its notice under Article 6.1.s.2.
13. After the selection of the Members who are to be laid off, but prior to the implementation of such layoffs, the Board shall make every reasonable effort to secure positions elsewhere in the School or in the host Universities, 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 shall be given the opportunity to retrain for their new duties, and the Board shall pay any necessary and related tuition fees.
14. a) For each Member serving or having contracted to serve on a limited-term who is selected for lay off, the Board shall 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 Board 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 Board shall 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 Board, 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 or Continuing Appointment who is selected for lay off, the Board shall provide:

- (i) the same notice or pay in lieu thereof as provided for in Article 6.1.s.14b), and,
- (ii) one month's salary for each year of service with the Board, provided that no tenured or continuing Member shall receive less than twelve (12) months salary.

Pursuant to the above, all payments shall be based on the individual's Nominal Salary, including stipends, at the date of lay off.

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 shall 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 Board 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 Board shall be entitled to send any such notice to the Member's last known address by registered mail. It shall be the Member's obligation to inform the Board of the Member's then current address. In addition, each Member who is laid off shall have a right of first refusal for any other vacant post in the School for which he/she is qualified.
16. Individuals who are recalled pursuant to Article 6.1.s.15 shall 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.
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 Members shall be given three (3) months to decide whether they wish to accept recall and shall be entitled to a reasonable period of time to fulfill other employment commitments before resuming their duties.
18. Members who are laid off shall have reasonable access to library services, until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. Article 4.8 shall apply to laid off Members, their spouses and their dependents.
19. While a Member is on lay off under the provisions of this Article, the Board 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.
20. The cost of the Financial Commission established under this Article shall be borne by the Board.

21. Should a Member who is laid off because of the declaration of financial exigency wish to grieve their selection for lay off, the Member shall do so under the grievance and arbitration provisions of Article 7.3 with the exception that the grievance shall initially be heard at Step 2.

Note: The Parties to this Agreement prefer, and have agreed to pursue, a fundamentally different approach with respect to financial exigency, but this approach cannot be finalized without the acquiescence of third parties. If the agreement of the third parties is obtained for an acceptable variant of this fundamentally different approach, this preferred agreement will replace the version of Article 6.1 above, by way of corollary agreement which is subject to ratification.

## **ARTICLE 6.2 - REORGANIZATION OF UNITS**

In the event that the Board determines for financial reasons that one or more of its Academic Units requires reorganization, the Board will raise the issue at a meeting of the Joint Committee for the Administration of the Agreement as per Article 1.18. If the JCC agrees that the impact of the reorganization is minor and does not significantly affect the working conditions of Members, the Board can proceed immediately with the implementation.

If the JCC cannot reach agreement, the matter shall be forwarded to the Academic Council for comment. Academic Council will determine its own procedures in dealing with this matter. Academic Council is expected to provide comment within a reasonable length of time but not exceeding two (2) meetings of Academic Council. After consideration of input from Academic Council, or in its absence after two (2) meetings of Academic Council, the Board can proceed to implement the reorganization.

## **ARTICLE 6.3 - AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE SCHOOL**

1. In the event of an amalgamation, consolidation, or merger of the School or any of its constituent Units or sub-units with any other institution(s), the provision of Section 69 of the Ontario Labour Relations Act, as amended from time to time, shall apply.
2. In the event of an expansion or extension of the School through the creation of any other Academic Units or sub-units offering academic programs, or conducting Bargaining Unit work at locations other than the main campuses of the School, the employees eligible for Membership in the Bargaining Unit in such Academic Units or sub-units, or conducting Bargaining Unit work at other locations shall immediately become Members of the Bargaining Unit, to whom the provisions of this Agreement shall apply.

3. In the event that plans are submitted to Academic Council, or to the Board, or to any committee of Academic Council or the Board, for the amalgamation, consolidation, or merger of the School or any of its Academic Units or sub-units, the School shall consult with the Union, providing full disclosure of such plans, if such plans affect the terms and conditions of employment of Members.

## **DURATION OF THE AGREEMENT**

### **ARTICLE 7.1 - VALIDITY OF THE AGREEMENT**

In the event of any of the provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated, but shall be amended so as to conform with the regulations of any such law.

### **ARTICLE 7.2 - DURATION AND CONTINUANCE OF THE AGREEMENT**

1. This Agreement shall come into effect upon ratification by the Parties with certain provisions expressly effective July 1, 2015 and shall continue in effect to June 30, 2018 and shall continue from year to year thereafter unless either party gives the other Party notice in writing, not more than one hundred and fifty (150) calendar days but not less than one hundred and twenty (120) calendar days prior to the thirtieth (30th) of June in 2018 or in any year following June 30, 2018, that it desires to amend or terminate this Agreement.
2. If notice is given as provided in paragraph 1 above, the two (2) Parties to this Agreement shall meet within ten (10) working days.
3. This Agreement shall remain in force until either:
  - a) A new Collective Agreement has been ratified by both Parties, or
  - b) Following conciliation, a strike or lockout is declared in accordance with the Ontario Labour Relations Act.
4. The Board shall provide the Union the information necessary for the Union to assume, in the event of a strike or lockout, the costs of maintaining Members' eligibility in the Board's hospital, extended health and dental care plans.

## ARTICLE 7.3 - GRIEVANCE AND ARBITRATION

### 1. General

- a) There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in these procedures, or against any Member who elects not to pursue a grievance.
- b) The Parties agree to make every reasonable effort to settle all grievances in a prompt, just and equitable manner.
- c) The Union shall have carriage of all grievances save for Board grievances. The Board shall deal only with the Union with respect to a grievance.
- d) On request of either the Union or the Board, the other Party shall provide access to all non-privileged documents relevant to the grievance to provide for an open, fair and expeditious processing of the grievance.

### 2. Definitions

- 2.1 a) Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Collective Agreement.
- b) Grievor: The grievor is the Union which initiates a grievance on behalf of an individual or group of individuals or itself; or the Board which initiates a grievance on its behalf.

### 2.2 Types of Grievance:

- a) an individual grievance is a grievance initiated by the Union on behalf of an individual Member;
- b) a group grievance is a grievance initiated by the Union on behalf of a group of Members similarly affected by the Board's action;
- c) a policy grievance is a grievance by a Union which may involve a matter of general policy or of general application of one or more provisions of the Collective Agreement;
- d) a Union grievance is a grievance which directly affects the Union. Group, Policy and Union grievances commence at Step 2;
- e) a Board grievance is a grievance initiated by the Board.

### 3. Time Limits

- 3.1 a) In the case of policy or Union or Board grievances the Union or Board shall file a grievance according to procedures outlined in Article 7.3.s.6 within forty (40) working days after the occurrence of the incident giving rise to the grievance, or forty (40) working days from the date it became aware or ought to have become aware of the events giving rise to the grievance, whichever is later. In the case of individual or group grievances the Union shall file a grievance within forty (40) working days from the date the Member or Members became aware or ought to have become aware of the events giving rise to the grievance, whichever is later.
- 3.2 a) Where no action is taken on a grievance within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- b) In the event a Party fails to reply in writing within the time limits prescribed in this Article, the other Party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- c) The time limits specified in this Article may be extended by mutual agreement by the Parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.

### 4. Technical Irregularities

No minor technical violation or irregularity occasioned by clerical, typographical or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

### 5. Termination of Employment

- 5.1 In cases involving dismissal, failure to renew a probationary contract or denial of tenure, the Union has the right to commence the dispute at Step 2.
- 5.2 In all cases involving dismissal, discipline, alleged discrimination or incompetence, the burden of proof shall be on the Board to establish its case, except that in the case of alleged discrimination the Union shall be required to present evidence first.

### 6. Grievance Procedure

#### Step 1: Informal Stage

- 6.1 The Union should discuss informally an individual's grievance with the Individual's immediate supervisor as soon as possible after the date on which the event(s) giving rise to the grievance occurred, or the date upon which the Union ought to have known of the event(s) giving rise to the grievance. The Union shall be accompanied by the

Individual, and the immediate supervisor shall have the right to be accompanied by the Board's liaison officer, and the Parties shall make every reasonable effort to resolve the grievance. If the grievance is resolved at this stage, the agreed resolution shall, at the discretion of the immediate supervisor and the Union, be put in writing and countersigned by the Union and the immediate supervisor and the Board's liaison officer. Such resolution shall not constitute a precedent to be used against the Board, the Union, or any other Member unless the Board and the Union agree that it should be a precedent.

## Step 2: Formal Stage

6.2 If the informal procedure described at Step 1 of this Clause is unsuccessful in resolving the dispute or difference, a grievance form shall be written and signed by the Union representative which shall specify the matter(s) in dispute, the terms and conditions alleged to have been violated, and the remedy sought.

No later than twenty (20) working days following the receipt of the grievance, the Board representative shall meet with the Union representative (and any Member affected if the Member is able to be present). The Parties shall make every reasonable attempt to resolve the grievance.

6.3 If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Union representative and the Board representative within ten (10) working days of the meeting at which resolution was reached. Any such settlement will be final and binding on the Parties.

6.4 In the event that the Union representative and the Board representative cannot resolve the grievance within twenty (20) working days of the meeting(s) specified in Article 7.3.s. 6.2, the Board representative shall forward in writing to the Union representative the reasons for denying the grievance.

6.5 If the grievance is not resolved at the meeting(s) held under Article 7.3.s.6.1 or 7.3.s.6.2, none of the information exchanged in the context of the meeting(s) can be brought forward as evidence in any subsequent arbitration.

## 7. Arbitration

7.1 The Union may, within 15 working days of receipt of the response specified in Article 7.3.s.6.4, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.

7.2 The arbitrator shall be chosen by mutual agreement from any recognized list of arbitrators.

- 7.3 The arbitrator shall have the duty and power to adjudicate all differences between the Parties, and shall have all the powers of an arbitrator as stated in this province's labour relations act, as amended from time to time.
- 7.4 The arbitrator shall have the power to award reinstatement or to award tenure.
- 7.5 The arbitrator shall have the power to make an interim order requiring the Board to provide relief.
- 7.6 The arbitrator shall not have the power to alter, add to, modify, or amend the Collective Agreement.
- 7.7 All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both Parties, subject to the award of costs by the arbitrator as part of the remedy.

#### **ARTICLE 7.4 - STRIKES AND LOCKOUTS**

1. The Board and Union hereby agree that there shall not be, during the currency of this Agreement, any lockout by the Board or any strike by the Union.
2. A Member shall not be dismissed per Article 2.12 or disciplined per Article 2.11 for refusing to cross a picket line on either the Laurentian or Lakehead University Campuses that has been established in compliance with existing laws. The Board may however, dock such a Member's salary by 1/260 for each working day lost.

## Appendix 1

### Administrative Job Descriptions

- a) Module Coordinators are responsible for:
  - (i) assisting with the smooth delivery of the module including attendance at relevant phase one meetings, facilitation of module coordination sessions and participation in pre-assessment meetings;
  - (ii) providing a liaison for Faculty teaching within a module;
  - (iii) providing a liaison for learners learning through a module;
  - (iv) requesting assistance from relevant staff and managers to solve or eliminate day-to-day problems;
  - (v) reporting to the Associate Dean UME in their roles.
  
- b) Theme Course Chairs:
  - (i) provide leadership and direction to the Theme Committee Members in development of all aspects of the Theme in the NOSM curriculum including learner assessment;
  - (ii) Chair Theme meetings;
  - (iii) supervise committee members in a collegial manner;
  - (iv) attend Phase and UME Committee meetings;
  - (v) report to the Associate Dean UME in their role.
  
- c) Directors:
  - (i) provide expertise and direction in the development and implementation of the programs and/or Units in which they work;
  - (ii) provide collegial leadership to appropriate personnel;
  - (iii) serve as members of appropriate groups and committees;
  - (iv) provide training to appropriate personnel in relevant techniques and services;
  - (v) participate in strategic planning and budget development processes for their Unit(s).
  - (vi) may be invited to participate in the School's senior leadership and/or senior academic leadership group(s).

- d) Phase Coordinators:
  - (i) provide expertise and leadership in the design, development, implementation, and evaluation of phase educational activities;
  - (ii) interact with relevant personnel and the Associate Dean of UME;
  - (iii) report on progress to UMEC and the Associate Dean UME;
  - (iv) maintain knowledge and skills related to the theory and practice of UME;
  - (v) report to the Associate Dean UME in their role.
  
- e) Team Leaders assist the Director of Health Sciences Library in assigning work to, and monitoring attendance of, Health Science Library staff (not including other Librarians) as well as resolving minor concerns and complaints. They also assist the Director of Health Sciences Library in identifying work processes, level of service, and areas needing improvement in the Library.
  
- f) Assistant Deans exercise those responsibilities assigned by the relevant Associate Dean, which are appropriate to the operations of the Unit(s) in which they work. Specifically, they:
  - (i) provide expertise and direction in the development and implementation of the programs and/or Units;
  - (ii) provide collegial leadership to appropriate personnel;
  - (iii) serve as members of appropriate groups and committees;
  - (iv) provide training to appropriate personnel in relevant techniques and services;
  - (v) participate in strategic planning and budget development processes for their Unit(s);
  - (vi) may be invited to participate in the School's senior leadership and/or senior academic leadership group(s).
  
- g) Lead Hands assist the immediate supervisor in the operation of the Unit in which they work, including working with colleagues and staff to resolve minor concerns and complaints. They also assist the immediate supervisors in identifying work processes, and areas needing improvement in the Unit.
  
- h) Section Leaders manage the discipline teaching resources, including both sites and Faculty.

- i) Student Assessment and Promotion Committee (SAPC) Chair:
  - (i) Chair SAPC;
  - (ii) Develop relevant documents and processes;
  - (iii) Liaise with faculty and student on relevant matters;
  - (iv) Oversee appeals;
  - (v) Represent the SAPC on appropriate bodies;
  - (vi) Report to the Associate Dean of UME in their role.

## MEMORANDUM OF AGREEMENT

### Concerning the OLRB Certificate

Memorandum between the parties NOSM and NOSMFA;

In the matter of the interim certificate (#3031-05-R) dated January 30, 2006 the parties agree that:

The parties agree to the following terms to resolve all outstanding issues between them respecting the Interim Certificate issued by the Ontario Labour Relations Board on January 30, 2006.

1. Faculty, Librarians, Curriculum Instructional Designers and Student Affairs Officers who carry out coordination work as secondary duties are still considered members of the bargaining unit at all times, including the periods during which the secondary duties are being carried out.
2. In light of the fact that she is performing bargaining unit work, the employer will immediately offer to Donna Newhouse MSc, a contractually limited appointment as a Lecturer on a 0.6 FTE basis. If she accepts this offer the present terms and conditions governing Ms. Newhouse's employment will remain in place until such time as a collective agreement is negotiated by the parties, at which time her terms and conditions of employment will be governed by the collective agreement.
3. This memo of agreement shall be attached to the Collective Agreement between the parties and shall form an agreement between the parties resolving all remaining issues related to the interim certificate.
4. The parties agree to use this memorandum to advise the Ontario Labour Relations Board that they have resolved all issues between them respecting the Interim Certificate and to jointly request that the Board issue a final certificate forthwith.

Date December 1, 2006

Signed



Northern Ontario School of Medicine

And



Northern Ontario School of Medicine Faculty Association

File No. 3031-05-R

The Labour Relations Act, 1995  
 Before the Ontario Labour Relations Board

Between:

The Northern Ontario School of Medicine Faculty  
 Association,

**Applicant,**

- and -

Northern Ontario School of Medicine,

**Responding Party.****Certificate**

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOOTH CERTIFY The Northern Ontario School of Medicine Faculty Association as the bargaining agent of all members of the faculty, professional librarians, curriculum instructional designers and student affairs officers employed full-time by Northern Ontario School of Medicine in northern Ontario save and except Associate Deans and persons above the rank of Associate Dean, Chief Administrative Officer, Division Heads, Director Health Information Services, Director Finance, Director Technology, Director Human Resources, Director Development Liaison, Director Aboriginal Affairs, Director of Admissions and Student Affairs, Director of Undergraduate Community Learning, Director of Undergraduate Medical Education Programs, Director e-Learning, Executive Director of Community and Professional Development, Senior Resource Officer, Office Manager, Communications Consultant, Physicians, post doctoral fellows and coordinators.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

**DATED** at Toronto this 12th day of December, 2006.

ONTARIO LABOUR RELATIONS BOARD

Tim R. Parker

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Registrar





Northern Ontario  
School of Medicine

## MEMORANDUM OF AGREEMENT

### Concerning Selection of Arbitrators

#### Memorandum between the parties NOSM and NOSMFA

In the matter of the selection of Arbitrators with respect to Article 7.3.7.2 of the Collective Agreement the parties agree that:

(a) as per article 7.3.1.2 the parties shall make every reasonable effort to settle all grievances in a prompt, just and equitable manner;

(b) the following persons will be asked to serve as a single arbitrator, on a rotating basis:

- (i) William Kaplan
- (ii) Pamela Picher
- (iii) Morton Mitchnick
- (iv) Gail Brent
- (v) Jane Devlin
- (vi) Kevin Burkett,
- (vii) Brian Keller.

(c) the persons specified in (b) above shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available or agreeable to commence hearings within 120 calendar days of being notified of the requested appointment, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list;

(d) if none of the persons on the list specified in (b) above can or will act within the required time, and if the parties do not agree on another arbitrator in accordance with (c) above, the parties shall within 30 working days from the notice to refer the grievance to arbitration ask the Ontario Minister of Labour to appoint a single Arbitrator. However, by mutual consent in writing, the parties may extend the period from the notice to refer a grievance to arbitration to the call on Ontario Minister of Labour beyond the 30 working days;

(e) This memo of agreement shall be attached to the Collective Agreement between the parties.

Dated: 10 May 2007

Signed

On behalf of the Northern Ontario School of Medicine

And

On behalf of the Northern Ontario School of Medicine Faculty Association



Northern Ontario  
School of Medicine

## MEMORANDUM OF AGREEMENT

### Concerning a New bargaining Unit Category

#### Memo of Agreement between the Parties NOSM and OPSEU NOSM Local 677

Whereas the Parties wish to create a new job category that will be part of the OPSEU 677 bargaining unit called ME Database Administrator, with an initial post entitled UME Database Administrator, located in the UME unit;

The parties agree:

- (i) that the category will be a bargaining unit category;
- (ii) that the initial job shall be, as per the Collective Agreement, a regular, continuing, appointment;
- (iii) that the category shall be a professional staff category with three ranks and a salary structure consistent with the existing professional staff positions as per the Collective Agreement;
- (iv) that the position shall be posted immediately;
- (v) that a memo of agreement outlining the category specific criteria for appointment and promotion; rights, responsibilities and duties; and tri-rank salary structure, will be drafted.

The parties also agree that this memorandum and the subsequent memo of agreement as per (v) above shall be attached to and form part of the Collective Agreement. The memorandum (s) will indicate that they were agreed to after the original Collective Agreement had been negotiated. The parties furthermore agree that the two memos shall be filed with the Ontario Labour Relations Board in order to jointly request and effect the issuance of an appropriate revision of the Certificate issued by the Board (#3031-05-R dated January 30, 2006).

The parties also agree that should the parties fail to reach an agreement as per (v) above the matters shall be referred to an Arbitrator for final and binding arbitration of the matters, with the subsequent decision filed with the Board as per the previous paragraph.

Signed this day *19 December 2008*

  
For the Union

*K Adams*  
For the Employer



Northern Ontario  
School of Medicine

**Memorandum of Understanding  
Working Group to Review Application EI Premium Reduction Program**

The Board agrees to form a Working Group to review options for uses of premiums saved from an application to the Government of Canada Employment Insurance Premium Reduction program and provide recommendations to the Parties participating in the Group on or before 30 April 2016. Once the Working Group has concluded its work, and the Parties have approved the Working Group's recommendations, the Board shall make an application to the Government of Canada Employment Insurance Premium Reduction program with Employer-Employee mutual agreements attached to the application.

The Working Group members will consist of Director, Finance or designate, Director, Human Resources or designate, one (1) Unit 1 Member as chosen by their bargaining unit, one (1) Unit 2 Member as chosen by their bargaining unit, and one (1) non-union, non-management representative as chosen by the Board.

With signing of this memo, the Union's proposal for Article 2.13 Retirement tabled June 9, 2015 will be considered withdrawn.

This Memorandum of Understanding shall be attached to and form part of the Collective Agreement.

Dated at Thunder Bay, Ontario this 15<sup>th</sup> day of July 2015

A handwritten signature in black ink, appearing to read "K. ...".

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For the Board

A handwritten signature in black ink, appearing to be a stylized name.

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For OPSEU Local 677 Unit 1 (Union)



Northern Ontario  
School of Medicine

## Memorandum of Understanding

### Joint Benefits Committee

The Parties agree that the Board will establish a Joint Benefits Committee with representation from all unionized and non-unionized employee groups to replace the function that is now reserved for the Joint Consultative Committee for the Administration of the Unit 1 Collective Agreement.

The purpose of this Committee is in part to facilitate communications between the Board and the Union on the subject of fringe benefit group plans as listed in Article 4.5 and such other negotiated benefits as may from time to time be included as fringe benefits.

The Joint Benefits Committee shall meet annually prior to the establishment of premium rates for the coming year and:

The Committee shall be composed of representatives as follows with not more than six (6) representatives in total.

- a) Three (3) representatives of the Board; and
- b) Three (3) representatives of NOSM employees:
  - i) One (1) representative from OPSEU local 677, Unit 1;
  - ii) One (1) representative from OPSEU local 677 Unit 2; and
  - iii) One (1) representative from non-union staff.

Each representative may be accompanied by an advisor.

The duties of the Committee shall consist of the following:

- a) Receive and review the reports from relevant Companies and NOSM Staff involved in each and all of the Fringe Benefits Plans inclusive but not limited to experience ratings and performance of the Plan;
- b) Scrutinize the performance of the benefit provider(s) outlined in the consultant's reports, the proposed increases in premiums and recommendations thereon;
- c) make recommendations to the Finance and Audit Committee of the Board.

The Board shall be responsible for the administration of the Fringe Benefits plans.

Once the Joint Benefits Committee has been established, Article 4.5 section 9 shall be deleted from the Collective Agreement.

This Memorandum shall form part of and be attached to the Collective Agreement.

Dated at Sudbury, Ontario this 18th day of June 2015



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For the Board



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For OPSEU Local 677 Unit 1 (Union)



Northern Ontario  
School of Medicine

## MEMORANDUM OF AGREEMENT

### Working Group concerning the Systematic Improvement of Learner Evaluations

The Parties agree to form a Working Group to develop and recommend to the Board options for the systematic improvement of learner evaluations of teaching so that teaching faculty receive useful and reliable feedback from Learners. The Working Group members shall consist of one (1) full-time Faculty member chosen by the Union, two (2) stipendiary or joint faculty members, one (1) Associate Dean or designate, one (1) Division Head, the Faculty Relations Officer and the Union President or designate.

The PCTA will be invited to choose a physician faculty member and the NOSMFSA will be invited to choose a non-physician stipendiary or joint faculty member. In the event that one or both Associations do not select the respective member(s) the parties shall instead discuss and agree on the stipendiary or joint faculty member(s) to be asked to serve on the working group.

The Working Group shall produce recommendations for implementation for the 2016/2017 academic year.

This Memorandum shall form part of and be attached to the Collective Agreement.

Dated at Tulobay, Ontario this 8 day of July, 2015

  
For the Board

  
For the Union



Northern Ontario  
School of Medicine

## MEMORANDUM OF AGREEMENT

### NOSM Travel, Management and General Expense Protocol

Memorandum of Agreement between the parties Northern Ontario School of Medicine ('Employer') and Unit 1, OPSEU Local 677 ('Union')

In the matter of agreeing on a change to the NOSM Travel, Management and General Expenses Protocol that Union Members shall be governed by:

- a) as per Article 4.7 the Travel, Management and General Expenses Protocol that is applicable to Members is the June 8, 2011 version;
- b) and whereas both parties wish to have Members governed by a new version, that of June 15, 2012;
- c) it is agreed by both parties that as of this date Members are governed by the new version of June 15, 2012 (attached) rather than the version of June 8, 2011 referenced in the Collective Agreement;
- d) it further agreed, as per discussions between the parties, that with regard to Members with special dietary needs who may be required to buy groceries in advance of travelling for meals (that will be consumed after departure and before return), the following procedure shall be followed:

*The Member when completing their travel expense report will notify the supervisor of this special dietary need. The supervisor will approve and forward to Finance, indicating special dietary need in the signature area. This will happen in the first travel expense submission and will not be required on subsequent claims. Any Finance questions will be directed to the supervisor, not the Member.*

Dated and signed in Thunder Bay on 15 Nov 2012

Union

Employer



Northern Ontario  
School of Medicine

## MEMORANDUM OF AGREEMENT

### Notice to Union of Intent to Create Additional Positions

Letter of Understanding

Between

Ontario Public Service Employees Union Local 677 Unit 1 ('the Union')

And

The Board of Directors of the Northern Ontario School of Medicine ('the Employer')

Whereas the Parties may from time to time agree to include additional positions in, or exclude positions from, the bargaining unit (see List of Exclusions in the Ontario Labour Board Certificate file No 3031-05-R dated 12 December 2006);

The Parties agree that the Employer shall provide the Union with timely notice when the Employer intends to create a new position that it proposes will be included or excluded from the Bargaining Unit represented by the Union, and the Employer anticipates a challenge from the Union. As part of this notification, the Employer shall provide the job description for the position. The Union shall provide a timely response to the Employer regarding the proposed inclusion or exclusion. The Parties will meet to discuss the proposed inclusion or exclusion at the request of either Party. After reaching agreement about a proposed new included or excluded position, the Parties will sign a memorandum of agreement to put the agreement into effect. In the event there is no agreement on the inclusion or exclusion, the Employer reserves its right to include or exclude the position and the Union reserves its right to grieve as per the Collective Agreement and/or seek resolution using other appropriate legal channels.

The parties agree that this Memorandum will form part of the collective agreement between the parties and that it will be attached to the collective agreement.

Dated in 15 April 2013 at Thunder Bay, Ontario

For the Employer

For the Union



Northern Ontario School of Medicine

**LETTER OF UNDERSTANDING – List of Excluded Positions**

Letter of Understanding

Between

Ontario Public Service Employees Union Local 677 Unit 1 ('the Union')

And

The Board of Directors of the Northern Ontario School of Medicine ('the Employer')

The parties agree to exclude the following positions from the bargaining unit and agree that the OLRB Certificate found in the Collective Agreement is deemed amended to add the following listed exclusions. :

1. Manager of Clinical Placement;
2. Director, Faculty Affairs;
3. Manager Facilities Services;
4. Director, Equity and Quality;
5. Director , Planning and Risk;
6. Director, Francophone Affairs;
7. Manager, TIMS Technology;
- ~~8. Manager, Post Grad Administration;~~
9. Manager TIMS, Application Services;
10. Director, Admissions and Learner Recruitment

The parties agree that the Director positions listed above numbered 2, 4, 5, 6, and 10 are excluded because they are not bargaining unit positions, and also agree that the persons occupying them will not perform work of the bargaining unit as per Article 1.14 section 1;

The parties acknowledge that they previously agreed to exclude the following positions from the bargaining unit and agree that the OLRB Certificate found in the Collective Agreement is deemed amended to add the following listed exclusions. :

1. Executive Director, Integrated Clinical Learning, as agreed in the memo of settlement of grievance OPSEU 2011-0677-0042 (Unit 1 2011 009) dated 23 October 2012;
2. Director of Postgraduate Education as agreed in the memo of settlement to OPSEU grievances 2008 02 and 2008 09 dated 6 July 2010;
3. Director of Continuing Education and Professional Development as successor to Executive Director of Community and Professional Development in the OLRB Certificate file no 3031-05-R as agreed in an email exchange between the parties on 5,6,10,11 December 2012 in partial settlement to grievance Unit 1 12 004.

The parties agree that this Memorandum will form part of the collective agreement between the parties and that it will be attached to the collective agreement.

Signed this day 15 April 2013 at Thunder Bay, Ontario

For the Union

For the Employer



Northern Ontario  
School of Medicine

## MEMORANDUM OF AGREEMENT

### Concerning the ORLB Certificate File No. 3031-05-R

1. The Parties agree that the following positions, in addition to those listed in the ORLB Certificate File No. 3031, and the Letter of Understanding of April 15, 2013, are excluded from the Bargaining Unit as per the Memoranda of Agreement referenced below:
  - a) Phase 2 and Phase 3 Clerkship Coordinator as per Memorandum of Agreement of July 6, 2010;
  - b) Aboriginal Support Worker as per Memorandum of Agreement of July 6, 2010;
  - c) UME Administrative Manager (Curriculum and Planning) as per Memorandum of Settlement of March 18, 2013;
  - d) Simulation Educator as per Memorandum of Settlement of April 18, 2013;
  - e) Coordinator, Community Learning Sessions as per Memorandum of Settlement of April 18, 2013;
  - f) Postgraduate Education Manager, Family Medicine as per Memorandum of Settlement of May 2, 2013 (concerning grievance 2012-04);
  - g) Postgraduate Education Manager, Royal College as per Memorandum of Settlement of May 2, 2013 (concerning grievance 2012-04);
  - h) Postgraduate Education Manager Scheduling as per Memorandum of Settlement of May 2, 2013 (concerning grievance 2012-04);
  - i) UME Administrative Manager (Assessment and Program Evaluation) as per Memorandum of Settlement of May 2, 2013 (concerning grievances 13 001 and 2012-01);
  - j) Director, Learner Affairs and UME Administration as per Memorandum of Settlement of May 2, 2013 (concerning grievances 13 001 and 2012-01).

2. The Parties agree that the position of Assistant Dean is a bargaining unit position as per Memorandum of Settlement dated October 23, 2012.

This Memorandum shall form part of and be attached to the Collective Agreement between the Parties.

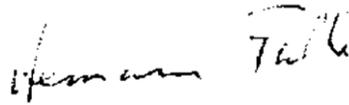
Signed May 6, 2015 in Thunder Bay and Sudbury



On behalf of Unit 1, OPSEU 677



On behalf of the Northern Ontario School of Medicine





Northern Ontario  
School of Medicine

## MEMO OF SETTLEMENT - Lecturer Interprofessional Education (Lecturer IPE)

Memorandum of Settlement

between the parties

Northern Ontario School of Medicine (NOSM)

and

OPSEU Local 677 Unit 1 (Union)

In the matter of the placement of the position of IPE Lead, to be retitled Lecturer, Interprofessional Education (Lecturer IPE), into Unit 1, the parties agree that the incumbents have continuing appointments in Unit 1 with a service date in Unit 1 that is the date of their initial hire at the School, and that new appointees will be eligible for continuing appointments and furthermore agree that:

1. The parties agree that they are creating a new category of faculty, Lecturer IPE, a single academic rank. The parties agree that the purpose of this agreement is to effectively modify the Collective Agreement to address the circumstances of the position. The parties agree to work together to attempt to resolve any issues arising from the implementation of this agreement, and if unable to agree the parties agree that Arbitrator Mr. Rick McDowell shall remain seized with respect to any dispute as to the implementation and/or interpretation of this settlement. In the event of Mr. McDowell's unavailability, the parties may agree to an alternate arbitrator.
2. The same terms and conditions that apply to Faculty in the Collective Agreement shall apply to Lecturer IPE save for the differences itemized in this memorandum;
3. The following provisions of the Collective Agreement that apply to the other Faculty will not apply to the position of Lecturer IPE:

2.6 TENURE EVALUATION PROCEDURES

2.7 PROMOTION PROCEDURES

3.3 SABBATICAL LEAVE

2.19 (1) VOLUNTARY REDUCED WORKLOAD

4. The following provisions in the Collective Agreement will be amended to accurately reflect the role and responsibilities for this position:

1.11.7 (b) (RIGHTS AND PRIVILEGES OF THE UNION)

Add the position Lecturer IPE to the listing of Professional Staff and Librarian Member with respect to the time allowance given to this category in recognition of union representation duties.

2.1 RIGHTS, RESPONSIBILITIES AND DUTIES OF Lecturer, IPE

DW  
GJ

First two paragraphs of section 1 on page 30 deleted as replaced as follows:

“The rights, responsibilities and duties of the Lecturer IPE shall be as outlined in the job description dated June 2012 which may be modified through mutual agreement of both parties. A Member’s responsibilities related to items D), E) and F) are undertaken voluntarily by the Member.”

With respect to section B. Scholarly activity, paragraph 1 page 33 deleted and replaced with:

“The parties agree that a Lecturer IPE can be assigned some research related to IPE but the assigned research cannot form a majority of their research activities.”

## 2.2 WORKLOAD FOR TEACHING FACULTY AND LIBRARIANS

Paragraphs 1 and 2 shall be replaced with the following:

The workload of the Lecturer IPE shall be assigned as per the job description (attached) in a fair and equitable manner, and developed and assigned after consultation with each Lecturer IPE. Workload in the area of teaching shall be greater than that of administrative service and research, each of the latter of which shall be approximately equal to each other (not greater than 10% each of overall workload).

Paragraph 3 to be replaced by:

The Lecturer IPE shall meet with their immediate supervisor by June 1<sup>st</sup> of each year to discuss expectations and priorities for the year, however, expectations and priorities may change through the year upon consultation with the Lecturer IPE.

Articles 2.2, (8), (9) and (10) shall apply to Lecturer IPE; the remainder of the article 2.2 does not apply.

### 2.4.6 WORKLOAD FOR PROFESSIONAL STAFF

Add the position Lecturer IPE to the listing of Professional Staff.

2.5 APPOINTMENT AND RENEWAL (to be numbered in bargaining) The guidelines criteria for appointment of Lecturer IPE shall be:

- (i) Hold a Masters degree in relevant area or the equivalency of a combination of a degree from a recognized Canadian institution and experience.

- (ii) A regulated health care professional in good standing with their respective professional college
- (iii) At least three (3) years of experience within the health care environment
- (iv) Have a demonstrable knowledge of interprofessional education and collaborative practice theory, project management, program planning and evaluation, interprofessional practice and learning, and small group learning and facilitation.

For clarity, registered social workers are considered regulated health care professionals;

Appointments for Lecturer IPE positions shall be as per Article 2.5 section 12 save no exchange appointments.

Applications for continuing appointments for Lecturer IPE shall follow the processes for Professional Librarians as per Article 2.5 section 12, save that for Director of the Health Sciences Library read Immediate supervisor, and any review shall be done by the Faculty Personnel Committee evaluating the candidate against criteria appropriate to a Lecturer IPE's rights, responsibilities and duties rather than that of a Professional Librarian;

As per Article 2.5, appointment procedures shall follow those for faculty.

2.5.8(f) – Job <sup>advertisement</sup> ~~posting~~ to be prepared by immediate supervisor.

## 2.9 ASSESSMENT OF A MEMBER'S PERFORMANCE

Add 1 (e) Job description

### 2.19 (2) VOLUNTARY REDUCED WORKLOAD

Add the position Lecturer IPE to the listing of Professional Staff and Librarian.

### 3.13 (2.b) ABSENCE- GENERAL

Add the position Lecturer IPE to the listing of Professional Staff and Librarian.

## 4.1 SALARY STRUCTURE

Floor and Ceilings for 2014-15

Lecturer: \$73,133.15 (floor) \$86,038.50 (ceiling)

### 4.4.3 OVERLOAD AND OVERTIME

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B

Add the position Lecturer IPE to the listing of Professional Staff and Librarian.

4.8.1 TUITION REIMBURSEMENT AND WAIVER; AND SCHOLARSHIP PLAN FOR SPOUSES AND DEPENDENTS OF MEMBERS

Add the position Lecturer IPE to the listing of Professional Staff and Librarian.

5. The immediate supervisor of the Lecturer IPE will be as identified in the job description. The position will be located in the division appropriate to their discipline and profession (clinical sciences division for current incumbents).

6. For the current incumbents, the campus office location is Thunder Bay -Lakehead University for Justine Jecker and Sudbury—Laurentian University for Gayle Adams-Carpino; however, work can be assigned anywhere within NOSM's Northern regional community, as per the job description;

7. The base salaries of Justine Jecker and Gayle Adams Carpino shall not be adjusted on the signing of this memo save that in recognition of Ms. Adams Carpino's prior service, she will receive a one-time amount of \$5,000 in professional development monies and/or salary at the discretion of the member. *EDW*

8. Union agrees to withdraw the Manager, NODIP (Denise Raftis) grievance #12-001 (OPSEU Local 677 Unit 1) upon the removal by the employer of the learner assessment function currently performed by this position. That being, learner assessment function will be removed and replaced with: the function of administering the intern performance process, ensuring that each individual achieves a satisfactory progression in meeting entry-level competencies.

9. This Agreement will be attached to and form part of the Collective Agreement.

10. This Agreement is without prejudice and without precedent relative to the status or circumstance of any other NOSM employee and/or any grievance.

11. The current incumbents hereby relinquish their stipendiary faculty appointments.

Dated: *14 May 2015 in Thunder Bay, ON*

On behalf of the NORTHERN ONTARIO SCHOOL OF MEDICINE

*[Handwritten signature]*

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*5/15*

*[Signature]*  
Doreen Wright  
OPSEU NOSM Local 677 Unit 1 *[Signature]*



Northern Ontario  
School of Medicine

## NORTHERN ONTARIO SCHOOL OF MEDICINE

| <b>JOB DESCRIPTION</b>                  |   |
|---|---|
| <b>Position Title:</b> IPE Program Lead | <b>Position reports to:</b> Director, Health Sciences & Interprofessional Education |
| <b>Unit:</b> Community Engagement       | <b>Effective/Revised:</b> June 2012   |
| <b>Pay Grade:</b> N/A                   | <b>Supersedes:</b> April 2008   |

Reporting directly to the Director, Health Sciences and Interprofessional Education, the incumbent will be primarily responsible for executing an array of pan northern interprofessional initiatives, holding full responsibility for the planning, managing, delivering, coordinating, and evaluating programs/projects. These initiatives are offered primarily by NOSM, but may also include partnerships related to interprofessional education and care partnership projects in the clinical setting. The position will include supporting pre-licensure learners and advancing the post-licensure clinical community to learn about, engage in, and apply principles and competencies of interprofessional education and care.

This position will require the incumbent to work in an environment of changing and complex situations requiring collaboration with various Units within the School as well as individuals across educational programs including technology support infrastructures, and a broad range of health care practitioners. This position also includes the assessment and monitoring of Interprofessional Clinical Learning Facilitators participation in IPE student activities, in addition to, monitoring student interprofessional learning and developing educational strategies for students in need.

### RESPONSIBILITIES:

Tasks may include but are not limited to the following:

1. To execute interprofessional programming ranging from the work in designing, organizing, delivering and evaluating interprofessional education modules (inclusive of identifying and recruiting learners, developing session content and facilitating small group sessions) for health care professional students while on their clinical placements.
2. To contribute to the creation and design practical frameworks and resources for the incorporation of clinical teaching and interprofessional learning experiences for all levels of learners in northern regional communities.
3. To contribute to the alignment with the Unit's strategic planning process with IPE annual goals and objectives related to interprofessional education and project activities.
4. To serve as a representative of the School in liaising with professional associations and other related professional groups in regards to clinical teaching and learning in addition to the emerging role of interprofessional teaching and learning initiatives within clinical practice settings.
5. To advocate, negotiate, and secure alignment with professional schools / Academic Clinical Coordinators in the placement of learners in the north and their required involvement in IPE.
6. To mentor and role model interprofessional education with and for health care practitioners in providing advice, guidance, and resources for advancing interprofessional education and care for university faculty and within the clinical environment.

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[Signature]

7. To implement evaluation methodologies for effective program planning.
8. To establish, maintain, and sustain community and university partnerships in the planning and provision of the IPE program.
9. To extract and interpret data in interprofessional learning experiences/programs/projects as quality improvement measures with in the provision of practical recommendations and solutions.
10. To analyze and synthesize new sources of data via research, trends and events impacting interprofessional education and be cognizant of the advances in interprofessional education, including relevant policies, as well as activities in other academic and health care centers locally, provincially, nationally and internationally.
11. To identify and recommend research strategies in supporting and determining effective interprofessional learning initiatives/projects/programming.
12. To advise the Director on strategies to enhance and enrich the professional practices of health care practitioners wishing to incorporate interprofessional care into their practice settings. To craft and submit ideas and content of interprofessional focused grant proposals.
13. To identify and provide recommendations on arising issues and current trends for future planning in Integrated Clinical Learning .
14. To recruit and recommend potential clinical tutors to the Director for arranging and coordinating their participation in IPE.
15. To provide and/or ensure the orientation of learners to IPE programming.
16. To collaborate on the development and/or refinement of draft documents related to knowledge transfer such as: ethics approval, annual reports, and publications.
17. To assess and monitor performance of Clinical Learning Facilitators (CLFs) / tutors and provide recommendations or act as a resource for faculty development in situations for improving performance of the role.

## QUALIFICATIONS:

### Education:

- A Baccalaureate degree from a recognized university with Canadian accreditation
- A Masters level degree would be considered an asset
- A regulated health care professional in good standing with their respective professional college.
- Must qualify for a faculty appointment in an appropriate Division

### Experience:

- At least 3- 5 years of experience within the health care environment
- Experience in project management
- Experience in program planning and evaluation
- Previous experience in clinical teaching
- Demonstrated experience in interprofessional practice and learning
- Demonstrated experience with small group learning and facilitation

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**Knowledge of:**

- Interprofessional education and practice theory
- Adult learning theory and principles of adult education
- Best practices in clinical teaching and learning
- The Occupational Health & Safety Act and Regulations that apply to the work being performed
- Computer office software (Word, Power Point, Internet, Database management systems)

**Ability to:**

- Work within established organizational practices, protocols and policies
- Work in a consultative and collaborative fashion with a variety of other units to further overall school strategic objectives
- Work in a consultative and collaborative fashion with community partners and other IPE stakeholders
- Work independently with minimal supervision
- Meet the application requirements for a Northern Ontario School of Medicine faculty appointment

**Personal Suitability:**

- Mental and physical fitness to perform essential job functions
- High tolerance for change and ambiguity
- Balanced life-style
- Excellent interpersonal skills
- Ability to work on several tasks/projects simultaneously
- Confidence; enthusiasm and reliability

**Language:**

- Must be able to communicate effectively in English (verbally, written and comprehension).
- French language skills would be a considerable asset.

**Mental Demands:**

- Normal mental demands of dealing with tight deadlines and multiple tasks.

**Physical Demands:**

- Normal physical demands of standing, walking, and sitting at a work station.

**Work Conditions:**

- Work is largely performed in an office environment and largely inside.

**Positions reporting to this Position:**

Direct: 0

Indirect: 1

**Position Title:** IPE Program Lead

Page 3 of 4

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**APPROVALS:**

|                                 |              |
|---------------------------------|--------------|
| <b>HUMAN RESOURCES APPROVAL</b> |              |
| <b>Title:</b>                   | <b>Date:</b> |
| <b>Signature:</b>               |              |

|                      |              |
|----------------------|--------------|
| <b>UNIT APPROVAL</b> |              |
| <b>Title:</b>        | <b>Date:</b> |
| <b>Signature:</b>    |              |

|                                |              |
|--------------------------------|--------------|
| <b>ASSOCIATE DEAN APPROVAL</b> |              |
| <b>Title:</b>                  | <b>Date:</b> |
| <b>Signature:</b>              |              |

|  |
|--|
| <b>FOR HR PURPOSES ONLY</b>              |
| <b>SCANNED:</b> <input type="checkbox"/> |
| <b>INITIALS:</b>                         |

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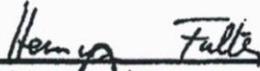
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Dated at Thunder Bay, Ontario this 31<sup>st</sup> day of July 2015

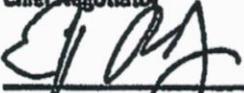
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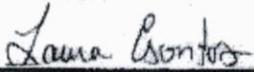
BOARD OF DIRECTORS  
NORTHERN ONTARIO SCHOOL OF MEDICINE

ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION and its LOCAL 677 Unit 1

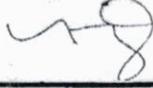
  
\_\_\_\_\_  
Dr. Hermann Falter  
Chief Negotiator

  
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Dr. Geoffrey Hudson  
Chief Negotiator

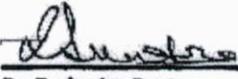
  
\_\_\_\_\_  
Ted Bridge  
Negotiating Team Member

  
\_\_\_\_\_  
Laura Csontos  
Negotiating Team Member

  
\_\_\_\_\_  
Grace Vita  
Negotiating Team Member

  
\_\_\_\_\_  
Dr. Stacey Rltz  
Negotiating Team Member

  
\_\_\_\_\_  
Dr. Douglas Boreham  
Negotiating Team Member

  
\_\_\_\_\_  
Dr. Zacharias Suntres  
Negotiating Team Member

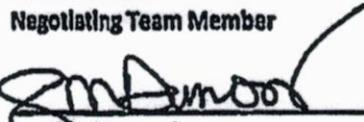
  
\_\_\_\_\_  
Dr. David Marsh  
Negotiating Team Member

  
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Dr. T.C. Tai  
Negotiating Team Member

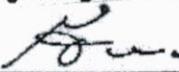
  
\_\_\_\_\_  
Dr. Janice Willatt  
Negotiating Team Member

  
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Dr. Simon Lees  
Negotiating Team Member

  
\_\_\_\_\_  
Kim Gunn  
Negotiating Team Member

  
\_\_\_\_\_  
Jennifer Dumond  
Negotiating Team Member

  
\_\_\_\_\_  
Dr. Roger Streasser  
Dean and Professor

  
\_\_\_\_\_  
Miria G. Alvarado  
Negotiator, OPSEU

  
\_\_\_\_\_  
Warren (Smokey) Thomas  
President, OPSEU



ALPHABETICAL LISTING

NOTE: The following listing is provided only for the convenience of the reader. It does not constitute any part of the Agreement, it does not purport to be a complete or comprehensive listing of matters covered by the Agreement, and it should not be construed to affect the meaning of a portion of the Agreement.

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