



COLLECTIVE AGREEMENT FOR FACULTY

BISHOP'S UNIVERSITY

July 1, 2022 – June 30, 2025

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1.00 PREAMBLE

The Association des professeur(e)s de Bishop's University and the Corporation of Bishop's University recognise that the function of the University is to advance learning and to disseminate knowledge, through teaching, through scholarship, through other creative activities, and also through service to the community. It is recognised that the efficient fulfilment of these purposes requires the University Community to apply the soundest intellectual judgements and ethical ideals in its own practices and in the nurture and care of its own resources. The Association des professeur(e)s of Bishop's University and the Corporation of Bishop's University agree to cooperate in the promotion of these purposes by endeavouring to create and maintain harmonious relationships within the University.

The purpose of this Agreement is to establish the rights and corresponding responsibilities of the Corporation, of the Association, and of the individual teaching members, in matters covered by this Agreement, in order that the purposes of the University may be achieved.

2.00 DEFINITIONS

2.01 "Corporation"

Hereafter in this Agreement the word "Corporation" shall mean "Bishop's University", which was incorporated under the name "Bishop's College" by the Act 7 Victoria, chapter 49 and amendments thereto.

2.02 "Association"

Hereafter in this Agreement the word "Association" shall mean the Association des professeurs de Bishop's University.

2.03 "Member"

Hereafter in this Agreement the word "member" shall mean a teaching member of the bargaining unit as defined in the Certificate of Fusion issued by the Department of Labour and Manpower of the Province of Quebec dated 12 November 1992. Partial appointees, as defined in Article 6.01, will also be members.

2.04 "Board of Governors"

Hereafter in this Agreement the words "Board of Governors" shall mean that body vested with the overall management and oversight of Bishop's University, as established by Division I, Section 1 of the Statutes of Bishop's University.

2.05 "Senate"

Hereafter in this Agreement the word "Senate" shall mean that body established by Division I, Section 5 of the Statutes of Bishop's University.

2.06 "Academic Year"

Hereafter in this Agreement the words "academic year" shall mean the period from July 1st of one year to June 30th of the following year.

3.00 MANAGEMENT RIGHTS OF THE CORPORATION

Subject to the provisions of this Agreement and to the provisions of the Statutes of Bishop's University, the Association acknowledges the right of the Corporation to operate and manage Bishop's University, and to exercise all the powers, authorities, rights, and privileges conferred on the Corporation of Bishop's

University by the Act 7 Victoria chapter 49 and amendments thereto, or by any other Act or its regulations.

4.00 RECOGNITION, RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

4.01 Recognition

The Corporation recognizes the Association as the sole official and exclusive bargaining agent of Members regarding matters governed by this Agreement.

Proposed changes to any terms laid out in this Agreement must be agreed upon between the Corporation and the Association through Collective Agreement Negotiations or the Joint Committee by means of a Letter of Intent (LoI) or Memorandum of Agreement (MOA).

4.02 Representation

In matters covered by this Agreement, the Corporation shall not bargain with nor enter into any agreement with a Member or group of Members other than those designated by the Association. Neither shall the Corporation meet with any Member or group of Members undertaking to represent the Association without the proper authorization of the Association. In representing a Member or group of Members an elected or appointed representative of the Association shall be the spokesperson. In order that this may be carried out, the Association shall supply the Corporation with the names of its officers and negotiators. Likewise, the Corporation shall supply the Association with a list of its designated authorities, including negotiators with whom the Association may be required to transact business.

4.03 Harassment, Discrimination, and Employment Equity

a) The Corporation recognizes its responsibility to provide a work milieu that is free of harassment and one in which all Members are treated with respect and dignity. The Corporation and the Association agree that the University policy on harassment shall be applied to Members in a manner consistent with the Collective Agreement.

b) In addition to the foregoing the Association and the Corporation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Member in respect to salaries, benefits, pension, appointments, rank, promotion, tenure, dismissal, sabbatical or other leaves, or any other terms and conditions of employment by reason of age, race, creed, colour, national origin, political or religious activity and affiliation or belief, sex, sexual orientation, gender identity/expression, marital status and/or family relationship, physical or mental disability, or membership and activity in the Association.

In addition, Members with a physical or mental disability (permanent or temporary) have the right to accommodation, up to undue hardship, including modification of an existing accommodation.

Notwithstanding the above, no individual within the University Community shall infringe the rights, academic or otherwise, of other individuals within that Community.

The Corporation and the Association agree to the principle of employment equity for designated groups as specified by federal and provincial employment equity legislation.

c) Consistent with the principles of employment equity, the Corporation and the Association commit to working together to identify and remove systemic barriers in the workplace of Bishop's University, including formal or informal policies and practices that are shown to have an unfavourable effect on members of designated groups.

Concerns regarding issues of equity, diversity, inclusion, and accessibility may be brought to the Academic Joint Committee.

d) All Members are required to complete the latest training offered by the University on equity and the prevention of harassment.

The program of equity training shall be developed and regularly updated with input from the University's Committee on Equity, Diversity, and Inclusion, and in consultation with the Association.

4.04 University Services and Course Relief for Association Work

a) The Corporation agrees to provide without charge to the Association:

- The use of McGreer 304 as an office, including the usual office furniture.
- The use of suitable rooms for meetings of the Association according to established procedures for the reservation of rooms.

The Association shall have the right to use all of the normal University services as provided for Members, including secretarial and duplicating services, with the understanding that the business of the Association shall be given the same priority as faculty correspondence. These services shall be supplied at the Association's expense and shall be billed as necessary.

b) The Association shall receive eighteen (18) credits of course relief *per annum* apportioned by the Association as it sees fit.

c) The Chief Negotiator of the Association shall receive six (6) credits course relief in the calendar year in which negotiations for the Collective Agreement take place. Should the negotiations extend beyond this calendar year, the Chief Negotiator shall have the right to an additional reduction in teaching load of three credits for each extra period of six (6) months.

4.05 Access to the University

The Association shall have the right at any time to invite representatives of the Canadian Association of University Teachers (CAUT) and of the *Federation quebecoise des professeures et professeurs d'universite* (FQPPU) and legal counsel and other advisors to enter

the University for the purpose of consultation with the Association. Such representatives and legal counsel shall be permitted to enter the University property for such consultations.

4.06 Dues Check-off

A Member is not required to join the Association as a condition of employment. However, all Members, whether or not they join the Association, shall pay the equivalent of the Association dues.

4.07 Dues remittance

The Corporation shall deduct Association dues or their equivalent every two weeks from the salary of each Member within thirty (30) days of learning from the Association the amount to be deducted. The Corporation shall remit to the Association, within seven (7) days of the date deductions were made, a cheque payable for the total amount deducted, together with a list in duplicate of all Members showing the salary and the amount deducted. A statement of the cumulative amount deducted shall be sent at the end of the financial year.

The amount to be deducted by the Corporation may not be modified more than once in any six (6) month period, and such modification shall take effect as of the second salary date following the receipt by the Corporation of a written notice of the new deductions.

4.08 Information

The Corporation agrees to provide the Association on request and within seven (7) days, unless otherwise agreed upon by the Corporation and the Association, the following information:

- a) Names, status, ranks and salaries of all the Members
- b) A list of recently appointed Members, with their status, ranks and salaries, and copies of all accepted letters of appointments
- c) Salary scales, 10th and 90th percentiles, median and average salaries for the total bargaining unit
- d) Audited annual financial statements of the University
- e) Cost of benefits
- f) Actuarial reports on the Pension Plan
- g) Budgetary projections including income and expenditures in any academic year for academic, administration, buildings and grounds, library budgets, student services and auxiliary service budgets, subdivided as required
- h) The Corporation agrees to transmit to FQPPU the listings which contain the information of the "Sous-fichier (Utilisation FQPPU) sur la caractérisation des masses salariales."
- i) The Corporation shall provide to the Association at the end of each semester a list of all Contract courses taught by Members and non-members in that semester with names of the Contract faculty

4.09 Resolutions and Reports of the Board of Governors

In matters covered by this Agreement, the Corporation agrees that any reports or recommendations about to be made to or by the Board of Governors shall be communicated in writing to the Association at the same time as they are supplied to the individuals on the Board of Governors.

4.10 Copies of all agenda and minutes of the Board of Governors shall be forwarded to the Association at the same time as sent to the individuals on the Board of Governors.

4.11 The Association shall have the right to have an observer and, when possible with prior approval of the Chair, make representations to all meetings of the Board of Governors of Bishop's University in matters covered by this Agreement.

4.12 Service to the Association

The service of a Member to Committees of the Association or to Joint Committees established by this Agreement shall be considered in the evaluation of performance under Article 7.00, and shall be considered to be equivalent to similar duties performed in other University committees.

4.13 Access during strikes or lockouts

In the event of a strike or a lockout, a Member whose ongoing research requires access to University facilities in order to prevent irreparable damage to research (such as the loss of life and/or decomposable materials) shall be allowed access to the facilities usually associated with such research.

4.14 Strikes or lockouts

In accordance with the provisions of the Labour Code there shall be no strikes or lockouts during the term of the present Agreement.

4.15 Leaves from the Bargaining Unit

If a Member leaves the bargaining unit in order to assume an administrative position they may return to their appointment without loss of any rights under the Collective Agreement that they would have acquired had they not taken leave. Each leave should be limited to a maximum of five (5) years, renewable once.

5.00 ACADEMIC FREEDOM

The Corporation and the Association acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, the parties agree to abide by the principles of academic freedom as expressed in the following statement. 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, as well as the right to criticize the University, the Corporation and the Association in a lawful and non-violent manner, and to criticize society at large. Specifically, and without limiting the above, academic freedom entitles members to: a) freedom in carrying out their activities as teachers subject to the academic regulations of Senate, b) freedom in pursuing research and scholarship and in publishing or making public the results thereof, and c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment on the part of an individual. Rather academic freedom makes such commitment possible. The right to academic freedom carries with it the duty to use that freedom in a responsible way.

6.00 RANKS AND APPOINTMENTS

6.01 Appointments to the Faculty shall be one of the following:

- a) *Appointments with Tenure.* Such appointments can only be acquired or terminated according to the provisions of this Agreement.
- b) *Tenure-Track Probationary Appointments.* Members given Tenure-Track probationary appointments may expect to attain a tenured appointment if such an appointment is merited. A member cannot obtain tenure without completion of a Ph.D. or a terminal degree appropriate to the program(s) concerned.

A member has six (6) years from appointment to obtain tenure. The six-year period is split into two probationary periods each of three (3) years.

All members holding tenure-track appointments will be evaluated during the Winter semester of year three (3) of their first probationary period. An unsatisfactory evaluation will result in a member not progressing to a second probationary period.

Any member failing to obtain a satisfactory evaluation will no longer be employed at the university.

A member can apply for tenure in their penultimate year (year five).

A member has a second opportunity to apply for tenure in their final year (year six).

Any member failing to obtain tenure by year six will no longer be employed at the university.

A maximum of two (2) years equivalence of full-time service at Bishop's or fulltime service at another institution or some combination thereof can be applied to the first probationary period.

A member with one year of credited full-time service starts on year two (2) of the first probationary period; a member with two years of credited fulltime service starts on year three (3) of the first probationary period. Regardless, all members will be evaluated in year three of the first probationary period (in the winter semester of year three).

- c) *Limited Term Appointments.* These appointments will not normally replace probationary appointments but, for example, will be made to replace faculty on leave, late resignations or retirements, and/or courses normally assigned to Contract Faculty. Limited-Term Appointments are normally for a stated term of at least ten (10) months, and are renewable once. A department may request from the Dean that a limited term appointee be renewed for a second Limited-Term Appointment without going through procedure outlined in article 6.06.

Under special circumstances a twenty-four (24) month, non-renewable Limited-Term Appointment may be granted.

A Limited-Term Appointment of any length carries no implication that the appointee is on probation or a candidate for a tenure-track appointment.

6.02 A member shall be appointed to one of the following ranks: Lecturer, Assistant Professor, Associate Professor or Full Professor.

Initial Appointments to the University at the rank of Lecturer shall require that the candidate have not yet completed a Ph.D. or a terminal degree appropriate to the programme(s) concerned. The newly hired member must complete their Ph.D. within the six-year probationary period.

Initial appointments to the University at the rank of Assistant Professor or above shall require that the candidate have a Ph.D. or a terminal degree appropriate to the program(s) concerned.

Initial appointments to the University at the rank of Associate Professor shall require that the candidate possesses comparable years of service as required under Article 7.17 and demonstrates equivalent evidence of satisfactory performance in the categories of activity laid out in 7.06 g) i) and ii), except that evidence of teaching performance significantly better than average may furnish grounds for appointment.

Initial appointments to the University at the rank of Full Professor shall require that the candidate possesses comparable years of service as required under Article 7.17, and demonstrates equivalent evidence of satisfactory performance in the categories of activity laid out in 7.06 g) i) and ii).

6.03 Notwithstanding 6.02, should an Appointments Committee deem a candidate exceptional but they do not hold the necessary terminal degree, the Chair of the Appointments Committee may apply to the Vice-Principal Academic & Research for a special appointment.

Such recommendations will proceed under the terms of 6.14, with the proviso that the committee explain its criteria as outlined in 6.12.

Any member hired under such an arrangement will be exempt from the requirement, named under 6.01, that Members complete a terminal degree in their field before obtaining tenure.

6.04 All members presently appointed shall continue to hold their appointed rank, unless promoted under the terms of Article 7, as of the effective date of this Collective Agreement.

Notwithstanding 6.02, the completion of a PhD or terminal degree in their field will not be a requirement for members appointed at the rank of Lecturer or Senior Instructor before July 1, 2016.

6.05 All members who have tenure at Bishop's prior to the commencement of this Agreement or receive tenure during the life of the Agreement shall have and hold tenure independently of the existence of this Agreement.

6.06 Authority to fill a vacancy or to make a new appointment in the full-time academic staff is granted by the Corporation on recommendation of Senate, and the Corporation shall specify the kind and rank of appointment to be made.

Following the approval by the Corporation, the Dean will convene a meeting of continuing Full-Time members of the program or department to draft the advertisement for the approved Tenure-Track or Limited-Term appointment.

Academic units must submit all postings to the office of the Vice-Principal Academic & Research for approval and distribution.

The office of the Vice-Principal Academic & Research will ensure that advertisements include equity language, and that advertisements are placed in venues intended to all reach prospective candidates.

6.07 Appointments Committee

An Appointments Committee shall consist of all the continuing members (i.e., members with tenure or holding appointments under 6.01b) of the Department in which the vacancy exists, the Dean of the appropriate Division or School, two other individuals and the department's voting representative from the contract faculty. If the number of continuing members in the Department is less than three, the appropriate Division or School shall nominate sufficient members to the Committee so that it contains three members, the Dean of the appropriate Division or School, the department's voting representative from the contract faculty, two students (non-voting).

All Members on the Appointments Committee are required to complete the latest training offered by the University on Equity.

6.08 Joint appointments

Joint appointments are defined as appointments across two or more academic units. They can occur across departments within a division or school, across programmes and departments within a division or school, or across divisions or schools.

Members hired on a joint appointment shall be attached to the appropriate departments or programme committees and have the same rights in those departments as members appointed under 6.01a, b, or c.

Appointment procedures for joint appointments

The Appointments Committee will consist of the appropriate Dean or Deans and continuing members of the appropriate departments and/or programmes, the academic units' representatives from the contract faculty, and two students (non-voting).

All Members on Joint Appointments Committees are required to complete the latest training offered by the University on Equity.

The goal of the Appointments Committee is to reach a consensus that serves the interests of all departments and programmes involved in the joint appointment. Accordingly, each academic unit participating shall have the right to veto potential hiring recommendations made exclusively by the other units involved.

The departmental, programme, and/or divisional attachments of the recommended appointee shall be indicated in a letter of appointment.

6.09 The Appointments Committee shall be convened by the Dean of the Division or School which includes the Department concerned. A Chairperson of the Appointments Committee shall be elected from and by the individuals on the Committee. The Chairperson of the Appointments committee can be the appropriate Dean or any tenured member of the Appointments Committee.

6.10 Notwithstanding 6.08, the Appointments Committee for a Canada Research Chair (CRC) shall consist of:

- i. two tenured Members from each of the potential departmental homes of the Canada Research Chair;

- ii. one tenured Member from the Senate Research Committee designated by that body, with no potential connection to the appointment;
- iii. a Dean from one of the Divisions concerned;
- iv. the Vice-Principal Academic & Research; and,
- v. the Director of Research and Graduate Studies (non-voting)

A Chairperson of the CRC Appointments Committee shall be elected from and by the individuals on the Committee.

6.11 Openings in the full-time academic staff of the University for positions covered in 6.01a and 6.01b must be advertised in those print or electronic media that will ensure the highest possible rate of applications. Openings in the full-time academic staff of the University for positions covered in 6.01c must be advertised on the University website and whatever other means are considered appropriate. Such advertisements shall be prepared by the Dean of the Division or School and the members of the Department concerned. The advertisement must make clear the needs that the Corporation wished to meet in authorizing the appointment.

6.12 Notwithstanding Article 6.11, Limited Term Appointments of extreme urgency and of a maximum duration of one year may be made without advertisement at the discretion of the Principal after consultation with the available members of the Department. However, all details of such appointments should be laid before the Senate and the Board of Governors at the meetings which immediately follow such decisions.

6.13 Consistent with the principle of employment equity the Corporation and the Association agree that:

- i. the primary criterion for appointment is academic excellence, and that this criterion shall take into account the diverse experiences of applicants and the many forms that scholarship can take including, but not limited to, professional experience or recognition as an Indigenous knowledge-holder;
- ii. no candidate shall be recommended who does not meet the criteria for the appointment;
- iii. in the assessment and evaluation of candidates for appointment, the criteria adopted will align with inclusive hiring practices; and,
- iv. applicants and Members seeking appointment shall not be disadvantaged by reason of career interruptions.

6.14 Applications for full-time appointments shall be directed to the Dean of the Division or School concerned. The Dean shall immediately forward them to the Chairperson of the Committee who will be responsible for preparing a complete set of the applications received together with all supporting documentation. The Committee shall then establish a short list of Applicants, and the Chairperson of the Committee shall arrange for interviews of candidates by the Committee.

Each candidate selected for an interview shall be asked whether they require accommodation to ensure equal access to the interview process. No reasonable request for accommodation shall be denied.

Each candidate selected for an interview shall meet with a representative of the Association designated by the Association.

6.15 At the close of its deliberations the Chairperson of the Appointments Committee shall submit to the Vice-Principal Academic & Research their recommendation containing a short list of those candidates the Appointments Committee deems best qualified for the post in order of priority with supporting documentation. The Committee shall also recommend the appropriate step and rank for each candidate.

In recommending the steps and ranks, the Appointments Committee will use all of the following:

- a. the candidate's years spent teaching in an institution defined as per 10.04;
- b. with the same equivalency the candidate's years spent in post-doctoral appointment in an institution defined as per 10.04;
- c. on a proportional basis, the candidate's record of time spent in professional activity judged by the Appointments Committee to be appropriate for the vacancy in question.

The Vice-Principal Academic & Research will review the recommendation and submit it to the Principal.

The Principal will make the offer to the chosen candidate.

6.16 In the event that the Vice-Principal Academic & Research or the Principal does not agree with the list prepared by the Appointments Committee, the Vice-Principal Academic & Research or the Principal shall meet with the Committee in order to try to reach agreement.

If no resolution can be reached a probationary appointment shall not be made in that year to fill the vacancy in question. Decision to deny the appointment shall be communicated to the chair of the Appointments Committee in writing with a rationale.

A Limited-Term appointment shall be made to fill the vacancy in question for a maximum period of ten months. The appointment procedure shall begin anew during the following academic year.

6.17 When the list of candidates has thus been decided, the Dean of the Division or School concerned and Chairperson of the Appointments Committee shall negotiate with the approved candidates in order of priority and within the restrictions as to rank and salary imposed by the Corporation in authorizing the filling of the vacancy, and they shall report to the Appointments Committee. The name of the accepting candidate shall be transmitted by the Principal to the Corporation for ratification.

6.18 Each new member shall receive a letter of appointment from the Principal which will include only:

- a. the date on which the appointment takes effect.
- b. the date on which the appointment terminates, if applicable;
- c. the length of the probationary period, as applicable;

- d. the kind of appointment as defined in Article 6.01, the step in rank and all other information concerning salary scales and economic benefits;
- e. the discipline and the Department to which the member will be attached and the mutually agreed field of competence of the appointee;
- f. any other recommendations of the Appointments Committee which are not conditions of appointment;
- g. any other functions over and above teaching duties which will form part of the normal work load.
- h. information concerning any mandatory training (Prevention of Sexual Violence, Prevention of Harassment, Equity Training, etc.)

A copy of the letter of appointment shall be delivered to the Association, to the Vice-Principal Academic & Research, to Human Resources, and to the Chair(s) of the Appointments Committee at the same time as it is delivered to the new member.

Changes to the letter of appointment of a member will require the agreement of the Joint Committee and the member.

6.19 Special conditions of employment other than those in this Agreement shall not be made part of any appointment.

6.20 Any Member who believes that their relevant education and experience has been improperly calculated may petition for a reassessment of step at hire at the Joint Committee within six (6) years of appointment. Should the Joint Committee find that the Member's step at hire was improperly calculated, this decision will be applied retroactively to the original date of the tenure-track appointment, applying all adjustments to salary, pension and any other attendant benefits.

6.21 Each letter of appointment shall be accompanied by a copy of this Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement.

6.22 The Corporation and the Association agree that there will be full involvement of members in the creation of new academic administrative appointments and in the selection of academic administrators.

6.23 Resignation and retirement of members
Resignation or retirement by a member with effect from either December 31 or June 30, will normally be tendered to the Principal in writing at least three (3) months in advance of that resignation or retirement date.

7.00 EVALUATION

7.01 The Evaluation Committee (EC) evaluates periodically the teaching, scholarly and other creative activities, research and publications, professional qualifications and experience, and other activities in and contributions to their profession and to the University of all Members; in order to consider them for re-appointment, tenure, promotion, and periodic evaluation.

7.02 The EC will award Sabbatical leaves and evaluate Sabbatical reports in accordance with Articles 10.07 and 10.12.

7.03 The EC shall be composed of five (5) members of faculty (voting), the Vice-Principal Academic & Research or designate (voting), and a student (non-voting). The five members of faculty must be tenured and elected by and from Members. However, no more than one faculty member will be elected from any one school or division of the University. The term of office of these elected members shall be two (2) years.

Equity training shall be considered mandatory for any member serving on Evaluation Committee.

7.04 A Member shall not hear their own case or that of someone with whom they have a conflict of interest, as outlined in the University's conflict of interest policy but shall stand down and let an alternate serve. The alternate Member shall be a tenured member of faculty elected by and from Members. The term of office for the alternate shall be for a period of two (2) years.

7.05 Elections to the EC shall take place before the Senate meeting concerning graduating students in May and be conducted by the Faculty Council. To be elected to the EC at least 50% of the Membership eligible to vote (excluding Members on leave of any kind) must cast ballots and the nominated Members must receive 50% plus one of the votes cast.

7.06 Method of procedure of the EC:

- a) The Vice-Principal Academic & Research or their designate shall serve as chairperson of the EC.
- b) A quorum of the EC shall be seven (7).
- c) Any motion shall be formally voted on and to carry shall require at least four (4) affirmative votes. All votes of the EC shall be recorded.
- d) An abstention is considered a vote against any motion.

A Member has then the right to meet with the EC prior to its preliminary decision for Tenure and Promotion.

- f) The EC shall keep minutes of all its meetings.
- g) In evaluating Members as per 7.01 above the EC shall only consider submitted evidence and only concerning the following criteria:
 - i) Teaching Performance
 - ii) Scholarly, creative and professional activity, research and publications

In its evaluation the EC shall seek to balance all aspects of scholarly, and other creative or professional activity and to consider the disciplinary context and/or restraints in which a Member is able to carry out their research. A Member must provide the EC with appropriate information which may include documentation of public-facing knowledge mobilization, dissemination of teaching innovations, and community engagement.

- iii) Contributions to the University including service to the Department, Program, Faculty, University, and the broader Academic Community and uncompensated teaching contributions

Any evaluation of a Member for tenure, promotion, or periodic evaluation shall consider all aspects of the member's performance in (i) teaching, (ii) scholarly, creative and professional activity, and (iii) contributions to the University.

These three criteria will be weighted according to the work load of each member for each year being evaluated.

Senior Instructors will be evaluated under the criteria of i) above only, or, at their option, under the criteria of i) and one or more of the other two (2) criteria.

- h) The EC shall seek student opinion on the teaching ability and performance of the Members using the questionnaire and procedures established by Senate.

A Member's evaluation dossier will include student teaching evaluations from the last five completed semesters in which the Member taught.

- i) Members shall be required to submit a teaching dossier that must include course syllabi, marking schemes, selected assignments and assessments for each course, and whatever other information the Member deems important. In evaluating Members, the EC shall consider all aspects of their teaching performance and all written material in the Member's file. The evaluation of a Member's teaching performance shall not depend on any single piece of written material, unless there is only one piece of material in their file. In every case the onus shall be on the Member to highlight their teaching effectiveness.
- j) Moreover, in the evaluation of a Member's teaching performance, the EC shall seek to balance all aspects of teaching, as well as the departmental and divisional context within which the Member works. To that end, the EC shall review all relevant information, including but not limited to:
 - i) differences between divisions and departments;
 - ii) the size, type, nature and level of courses taught;
 - iii) the nature of the subject matter;
 - iv) the experience of the instructor with the course, and the number of new course preparations assigned to the instructor;
 - v) the role of the instructor and the method of course delivery;
 - vi) the quality and utility of the pedagogical materials prepared by the Member; and
 - vii) the contribution of the Member in areas of pedagogical development and innovation, and the complexity and risk such innovation entails.
- k) The dossier should include the Member's *Curriculum Vitae*.

At the Member's option, activities may include those carried out or published in the six years prior to appointment at Bishop's University and when requested by a Member be evaluated with the same criteria and with the same weight as those carried out or published after appointment at Bishop's, and in accordance with the step and rank of the Member at the time of evaluation and which may, at the Member's option be submitted for external evaluation before or after the preliminary decision of the committee.

In every case the onus shall be on the Member to ensure that their file is complete.

- l) The EC shall post a notice inviting submissions in writing from every Faculty Member and the Deans concerning each Member to be considered by the EC.

A copy of this notice shall be sent to each Member.

The EC shall make available to the Member copies of all such submissions. Should the Member choose to respond in writing the Member's comments shall be added to the file.

No unattributed or anonymous commentary shall be included in the file, excepting any student comments included at the prerogative of the Member.

- m) The EC may question any person who has submitted written information on matters pertaining to a Member's submission.
- n) Except insofar as the procedures under the terms of this agreement require the communication of information, the documents and deliberations of the EC are confidential to that committee.
- o) All the records of the EC are kept in the Office of the Vice-Principal Academic & Research. A list of people eligible to consult these records shall be established each academic year in accordance with the provisions of Article 13.02. Files must be signed for on receipt and on return. The contents of all files must be listed.
- p) A Member may submit an evaluation dossier to the EC in electronic format. Such dossiers will be transmitted to the Chair of the EC, and distributed by the Chair only to the members of EC. The dossier is protected by the provisions of 7.06 m) concerning the confidentiality of documents. At the end of the academic year, all such files will be deleted except for one copy to be held in the files of the Office of the Vice-Principal Academic & Research.
- q) No policies or procedures other than those set forth in Article 7 of this agreement shall be adopted or used by the EC for the evaluation of members.

7.07 Due to the smallness of the University and the willingness of the members to continue to offer a sufficient range of courses to maintain viable programmes, it is recognized that less time can be devoted by members to other activities as specified in Article 7.06 g) than is the practice at larger Canadian universities. In addition, since the University is predominantly an undergraduate teaching institution, the EC shall consider teaching performance as a fundamental criterion in the evaluation of Members for re-appointment, tenure, promotion and periodic evaluation. However, it is agreed that teaching must be informed by adequate scholarship and that in particular the award of tenure shall require evidence of satisfactory performance under 7.06 i) and ii).

7.08 In the assessment and evaluation of candidates for re-appointment and tenure, promotion and periodic evaluation, merit and performance, the criteria adopted shall not discriminate against the Member being evaluated.

7.09 Timing of Evaluation and Procedures for Evaluation and Recommendations

The following clauses are organized in the following order: re-appointment; tenure; promotion; periodic evaluation; merit and performance; and sabbaticals.

A Member shall not be evaluated for re-appointment or tenure during a year in which they are on leave of any kind from the University in either semester of the academic year but shall be evaluated in the following year.

Normally a Member shall not be evaluated for promotion or periodic evaluation during a year in which they are on leave of any kind from the University in either semester of the academic year but shall be evaluated in the following year.

Any promotion resulting from a postponed evaluation will be considered effective as if evaluation had taken place at the normal time.

7.10 Re-Appointment During the First Probationary Appointment

A Member holding a First Probationary Appointment shall be considered for reappointment during year three (3) of this appointment.

A maximum of two (2) years equivalent full-time service at Bishop's or full-time service at another institution or some combination thereof can be applied to the First Probationary period. A Member with one (1) year of credited full-time service starts in year two (2) of the First Probationary period; a member with two (2) years of credited full-time service starts on year three (3) of the First Probationary period. Regardless, all members will be evaluated in year three (3) of the First Probationary period (in the winter semester of year three (3)).

7.11 Re-appointment may be subject to any decisions as to the size and composition of the Faculty which have been reached following the procedures outlined in Articles 17.00 and 18.00.

7.12 In all cases of evaluation for re-appointment, the EC shall, within seven (7) working days of making a preliminary recommendation, inform the Member of that recommendation and provide them with a written statement of the reasons for the recommendation. The Member has then the right to examine their file and to obtain copies of any documents in the file, and a statistical summary of the scores assigned in the three different categories referred to in Article 7.06g for all Members considered in the same year, in a manner which will not allow individuals to be identified. The Member shall then have the right to meet with the Committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new written evidence, and to be accompanied by another Member of their choice. The Member may require any other individual who has made a submission to the EC concerning their case to meet jointly with the Committee and the Member being evaluated. Not more than fourteen (14) working days following notification of the preliminary recommendation shall be allowed for the use of these procedures by the Member.

The EC shall inform the Principal of its preliminary recommendation at the same time as the Member. The Principal may then make a written submission to the EC, with a copy to the Member, and meet with

the Committee in order to discuss the matter. The Member may then also meet with the Committee in order to discuss the Principal's submission.

The Committee shall, after further consideration of all evidence, reach a final recommendation, and within twenty-one (21) working days of notification of the Member of the preliminary recommendation, so inform the Member in writing with a final and total statement of reasons for this recommendation.

7.13 At the same time, the final recommendation of the EC, together with the statement of reasons and a complete file of the EC, shall be forwarded to the Principal not later than November 21 in cases of renewal of probationary appointments.

7.14 The decision of the Principal on renewal of appointment must be transmitted in writing to the Member on or before the 1st day of December. A negative decision shall constitute notice of termination of employment taking effect at the end of the normal probationary period applicable to the Member concerned.

If the decision of the Principal is contrary to the EC's positive recommendation, the Principal shall give a statement of reasons for the decision to the EC and to the Member.

In the event of a negative recommendation with which the Principal must concur but with which they do not agree, they may prepare a final statement of their position and submit it to the EC and to the Member.

7.15 Should the Principal's decision concerning positive recommendations from the EC not be transmitted before the appropriate dates in Article 7.12, these positive recommendations become the decisions of the Corporation and the Member shall be reappointed for a further probationary period.

7.16 Tenure

Tenure shall be granted when there is clear evidence of demonstrated professional growth and the promise of future development as reflected in the following:

- a) a record as a very good teacher committed to academic and pedagogical excellence;
- b) a record of high quality and expert peer-assessed scholarly or creative work which is normally demonstrated by presentation or publication in suitable academic or artistic fora, and public facing knowledge mobilization; research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity; the diverse backgrounds of Members and the type of scholarship appropriate to their research areas shall be taken into account when assessing the quality of scholarly or creative work; and
- c) a record of professional, University, or community service which has contributed to the Department, Program, Faculty, or University or broader academic community.

The award of tenure for members obtaining a probationary appointment on or after July 1, 2010 shall be dependent on the possession of a terminal degree in a discipline appropriate to the member's appointment. Members holding a probationary appointment who do not possess such a degree by the time of their evaluation for tenure under this clause shall not be recommended for tenure by the Evaluation Committee.

If tenure is to be awarded, it shall be effective from the 1st of July following the decision.

7.17 As of July 2026, the EC will submit the Member's dossier for external evaluation by two referees.

The candidate shall provide the names of two or more referees.

The EC must include at least one of these referees, and may, at their option, add another.

These referees will possess the professional and academic expertise to assess the member's research, scholarship, and creative activities.

External referees shall also be provided with an extract of the Agreement that outlines the criteria and standards to be used in evaluation.

The external referees will be asked to provide expert opinion on whether the materials provided under 7.06. g.ii meet the collective agreement standard for research, scholarship and creative activities.

External referees shall be asked to provide their assessment within three months of receiving materials provided under 7.06. g.ii.

7.18 The time spent on full-time leave for academic or professional development, maternity or parental leave, or on leave without salary, shall not be included in the probationary period before consideration for tenure.

7.19 The granting of tenure may be subject to any decisions as to the size and composition of the Faculty which have been reached following the procedures outlined in Articles 17.00 and 18.00.

7.20 In all cases of evaluation for tenure, the EC shall, within seven (7) working days of making a preliminary recommendation, inform the Member of that recommendation and provide them with a written statement of the reasons for the recommendation. The Member has then the right to examine their file and to obtain copies of any documents in the file, and a statistical summary of the scores assigned in the three different categories referred to in Article 7.06g for all Members considered in the same year, in a manner which will not allow individuals to be identified. The Member shall then have the right to meet with the Committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new written evidence, and to be accompanied by another Member of their choice. The Member may require any other individual who has made a submission to the EC concerning their case to meet jointly with the Committee and the Member being evaluated. Not more than fourteen (14) working days following notification of the preliminary recommendation shall be allowed for the use of these procedures by the Member.

The EC shall inform the Principal of its preliminary recommendation at the same time as the Member. The Principal may then make a written submission to the EC, with a copy to the Member, and meet with the Committee in order to discuss the matter. The Member may then also meet with the Committee in order to discuss the Principal's submission.

The Committee shall, after further consideration of all evidence, reach a final recommendation, and within twenty-one (21) working days of notification of the Member of the preliminary recommendation, so inform the Member in writing with a final and total statement of reasons for this recommendation.

At the same time, the final recommendation of the EC, together with the statement of reasons and a complete file of the EC, shall be forwarded to the Principal.

7.21 The final recommendation of the EC, together with the statement of reasons and a complete file of the EC, shall be forwarded to the Principal not later than March 30th.

7.22 The decision of the Principal on tenure must be transmitted in writing to the Member on or before April 30th. In the event of a negative decision, this shall constitute notice of termination of employment taking effect at the end of the normal probationary period applicable to the Member concerned.

If the decision of the Principal is contrary to the EC's positive recommendation, the Principal shall give a statement of reasons for the decision to the EC and to the Member.

7.23 Should the Principal's decision concerning positive recommendations from the EC not be transmitted before the appropriate dates in Article 7.22, these positive recommendations become the decisions of the Corporation and the Member shall receive tenure.

Should the Principal's decision concerning negative recommendations from the EC not be transmitted before the appropriate dates in Article 7.22, then, notwithstanding Article 6.01B, the Probationary appointment shall be extended by an additional academic year and the case shall be reconsidered during the academic year following the EC's negative recommendation.

7.24 Promotion

Promotion is the recognition by academic peers and the University of increased status of the member in their discipline. A Member applying for Promotion to Associate or Full Professor will be assessed on their contributions to teaching, research and scholarship, and service to the Department, Program, Faculty, or University or broader academic community.

A Member may request that they not be considered for promotion.

Members holding a Limited Term Appointment under the conditions of Article 6 may be evaluated at their request for promotion according to the provisions of 7.06 g). The results of such an evaluation carry neither an implication that the employment of such a member shall continue beyond the period stated in their letter of appointment, nor an implication of advantage to the member in any subsequent Tenure-Track competition.

7.25 Promotion from Lecturer to Assistant Professor

Change of appointment from rank of Lecturer to the rank of Assistant Professor shall require that a Member has a Ph.D. degree or qualifications judged by the EC to be acceptable in its place.

Any Tenure-Track Member who was initially appointed with the rank of Lecturer because they have not yet obtained their Ph.D. shall be appointed to the rank of Assistant Professor upon obtaining this degree without the need to apply for promotion under this Article.

7.26 Promotion from Assistant Professor to Associate Professor

Members are eligible to apply for promotion at the sixth step in rank, except that no member shall be evaluated for promotion to Associate until completion of at least two (2) full academic years of employment by Bishop's University.

Promotion to the rank of Associate Professor shall require evidence of satisfactory performance under Article 7.06 g) i) and ii), and iii), except that contributions under 7.06 g i) or ii) judged by the EC to be significantly better at the university shall compensate for a lesser involvement in the other area or service.

7.27 Promotion from Associate Professor to Full Professor

Members are eligible to apply for promotion to Full professor at the sixth step in rank, except that no member shall be evaluated for promotion to Full Professor until completion of at least two (2) full academic years of employment by Bishop's University.

a) Promotion to the rank of Full Professor shall require evidence of strong performance in the evaluation under 7.06 g) i and ii), satisfactory performance under iii), and a positive external evaluation of the Member's scholarly, creative and professional activity, research and publications either over the last ten (10) years or over the period spent at Bishop's, whichever is longer.

b) The EC will submit the Member's dossier for external evaluation by two referees.

The candidate shall provide the names of two or more referees. The EC must include at least one of these referees, and may, at their option, add another.

These referees will possess the professional and academic expertise to assess the member's research, scholarship, and creative activities.

External referees shall also be provided with an extract of the Agreement that outlines the criteria and standards to be used in evaluation.

The external referees will be asked to provide expert opinion on whether the materials provided under 7.06. g. ii meet the collective agreement standard for research, scholarship and creative activities.

External referees shall be asked to provide their assessment within three months of receiving materials provided under 7.06. g.ii.

7.28 Periodic Evaluation

Senior Instructors: Senior Instructors shall be evaluated four (4) years from the date of their last evaluation and then in accordance with Article 7.06 g), if applicable.

Lecturers: Any member holding the rank of Lecturer will be evaluated four (4) years after the date of their last evaluation and every four years thereafter.

Assistant Professors: If a member holding the rank of Assistant Professor does not apply for promotion in their sixth year then they must be evaluated under Periodic Evaluation in their seventh (7) year and every fifth (5) subsequent year.

Associate Professors: If a member holding the rank of Associate Professor does not apply for promotion to Full in their sixth year then they must be evaluated under Periodic Evaluation in their seventh (7) year and every fifth (5) subsequent year.

Full Professors: Full Professors shall be evaluated every five (5) years from the date of their last evaluation by the EC.

7.29 In all cases of evaluation, the EC shall, within seven (7) working days of making a preliminary recommendation, inform the Member of that recommendation and provide the member with a statement of the reasons for the recommendation.

The EC shall inform the Principal of its preliminary recommendation at the same time as the Member is notified. The Principal may then make a written submission to the EC, with a copy to the Member, within fourteen (14) working days of receiving the preliminary recommendation and meet with the EC in order to discuss the matter. The Member may meet within seven (7) working days of the Principal's submission in order to discuss it with the EC.

7.30 The Member has then the right to examine their file and obtain copies of any documents in the file and shall receive a statistical summary of the scores assigned in the three specified categories for all Members considered in the same year, in a manner that will not allow individuals to be identified. The Member shall then have the right to meet with the committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new written evidence and to be accompanied by another Member of their choice. The Member may require any other individual who has made a submission to the EC concerning the case to meet jointly with the EC and the Member being evaluated. The Member shall be allowed not more than fourteen (14) working days following notification of the preliminary recommendation to make use of these procedures.

The committee shall, after further consideration of all evidence, reach a final recommendation, and within twenty-eight (28) working days of the notification of the preliminary recommendation so inform the Member and the Principal in writing with a final and total statement of reasons for this recommendation.

7.31 Within fifteen (15) working days of the notification of the final recommendation by the EC, the Principal shall either accept or not that recommendation and shall advise the Member of their decision within fifteen (15) working days of receipt of the recommendation of the EC.

If the decision of the Principal is contrary to a positive recommendation of the EC, then the Principal, within fifteen (15) working days receiving the positive recommendation of the EC, shall give a statement of reasons for the decision to the EC and the Member.

In the event of a negative recommendation from the EC, the Principal must concur and so inform the Member within fifteen (15) working days of receipt of the recommendation. They may prepare a final statement of their position and within fifteen (15) working days of receipt of the recommendation of the EC submit it in writing to the Member and to the EC.

7.32 Merit and Performance

In any year Members wishing to be evaluated for merit must submit their full dossier with a request to be evaluated for merit to the EC by September 30th.

After final evaluation of all Members under consideration, the EC may recommend the payment of merit bonuses of \$2,000 when it judges that a Member's performance has exceptional merit for both categories i and ii (Article 7.06 g). At the Member's request the award may be deposited in the Member's PDF expense account.

7.33 The EC may recommend withholding progression by not granting a step in rank when it judges that a Member's performance is inadequate.

In the case of a Member at the maximum level of the Full Professor salary scale, or at the maximum level of the Senior Instructor salary scale, the Committee may recommend withholding for one year an amount of up to 2% of the Member's salary if their performance is judged inadequate.

7.34 Sabbaticals

The EC shall approve satisfactory research projects and Sabbatical reports in accordance with Articles 10.01, 10.04b and 10.12.

7.35 Promotions shall not be made, nor Sabbaticals awarded, nor merit awards given, nor increments or salary withheld other than in accordance with a decision of the Principal in accord with a recommendation of the EC, a decision of the EC, the decision of the Faculty Appeals Committee or a decision of an arbitrator.

7.36 Appeals of Re-Appointment and Tenure Decisions

Tenure may be awarded or probation extended only if recommended by the EC or on decision of the External Appeals Committee (EAC).

7.37 The Member has the right to submit to the External Appeals Committee (EAC) a decision of the Principal concerning the Member.

Notice of appeal must be given to the Principal in writing with a copy to the Association within fourteen (14) working days of receipt of the Principal's decision, failing which the Member's right of appeal shall be deemed to have been abandoned.

7.38 The EAC shall consist of one individual chosen by the Corporation and one chosen by the Member, both from the academic community at large and with expertise within the Member's discipline, and a Chairperson acceptable to both the Corporation and the Member and chosen from the academic community at large and with expertise within the Member's discipline.

The date of the hearing shall be arranged by the Chairperson of the EAC.

7.39 The EAC shall be given the complete file on the matter by the Principal, shall be empowered to rehear the case, and shall follow procedures and guidelines consistent with the terms of this Agreement.

The EAC shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions, nor to render any decision inconsistent with the terms of this Agreement.

7.40 The EAC's decision shall be communicated to the Principal and the Member, with copies to the EC and the Association with all possible dispatch. The decision of the EAC shall be final and binding upon the Corporation, the Member, and the Association.

7.41 In the event that the appeal is upheld, the notice of termination (Article 7.16) is annulled and the Member's re-appointment or tenure, as the case may be, takes effect retroactively, if need be, to the date at the end of their last probationary period, with full compensation for salary and other benefits and recognition of all other rights and benefits under the collective agreement.

7.42 The parties will bear the costs of their representatives and will share equally the costs of the Chairperson of the EAC.

7.43 Appeals of Promotion and Periodic Evaluation Decisions

The Member has the right to submit to the Faculty Appeals Committee (FAC) a decision of the Principal concerning the Member, within fourteen (14) working days of the posting or of the receipt of the Principal's decision.

Notice of appeal must be given to the Chairperson of the FAC within fourteen (14) working days of receipt of the Principal's decision, failing which the Member's right of appeal shall be deemed to have been abandoned.

A copy of such notice shall be forwarded by the Member to the Chair of the EC and the Principal.

7.44 The onus is with the Member to establish the grounds for appeal in a written submission. These grounds shall be limited to a) errors in procedure of the EC, to b) whether the decision was a reasonable one in light of the evidence submitted and c) whether it was consistent with the other decisions of the EC within that year.

A copy of the written submission shall be forwarded to the EC and the Principal.

7.45 In the event that the FAC determines that there was an error in procedure of the EC, then, nevertheless, the FAC shall determine whether the decision was reasonable and consistent as in b) and c) above.

7.46 The FAC shall not rehear the case nor seek new evidence but it shall have access to all files of the EC within that year.

7.47 The FAC shall consist of three (3) tenured individuals elected by and from the Members. Elections to the FAC shall take place before the Senate meeting concerning graduating students in May and be conducted by the Faculty Council. At least 50% of the Membership of the bargaining unit must cast ballots and, to be elected, a Member must receive 50% plus one of the votes. One alternate, a tenured Member, shall be elected, in a similar manner. The term of service shall be for one (1) year. A Member of the FAC may not serve on the EC, not hear their own appeal nor that of a Member with whom they have a conflict of interest, nor that of a Member in the same department, but shall be replaced by an alternate.

7.48 The FAC shall:

- a) Elect a Chairperson for the year of its office.
- b) Convene within fourteen (14) working days of notice of request for appeal.
- c) Have available all documentation relevant to the appeal.
- d) Meet with the Chairperson of the EC, the Member involved if they so wish, the Principal, and any other individual the FAC deems appropriate.
- e) Keep minutes of all its meetings.
- f) Render a decision within fourteen (14) working days of convening.

- g) Give a detailed report of its decision to the Member involved, the Chairperson of the EC, the Principal and the Association.

An abstention shall be considered a negative vote and the decision shall be that of the majority.

The Member involved has the right to appear before the FAC accompanied by a Member of their choice to assist in their presentation and to speak on their behalf.

7.48 The proceedings of the FAC shall be confidential to that Committee. All correspondence on behalf of the FAC shall be agreed to by that Committee. All communications concerning the appeal to/or from the FAC, the EC, the Principal and/or the appellant shall be in writing or presented before the FAC.

7.49 The decision of the FAC shall be final and binding upon the Corporation, the Member and the Association subject to the provisions of Article 16.02.

8.00 DISMISSAL AND DISCIPLINE

The Parties acknowledge that, depending on the circumstances, informal discussion and/or mediation between parties may be appropriate in resolving alleged misconduct or conflictual situations without formal disciplinary action being initiated. However, the Corporation reserves the right to take disciplinary and dismissal measures without such discussion or mediation taking place.

8.01 Due Process

A Member accused of misconduct shall have the protection of due process outlined in this Article. Misconduct shall not include conduct properly characterized as the exercise of freedom of expression, belief, opinion, or association (as provided for by the Canadian Charter of Rights and Freedoms), or academic freedom (as defined in Article 5).

8.02 Progressive Discipline

- a) The Association and the Corporation endorse the concept of progressive discipline with the aim of being corrective in application.
- b) Except for Dismissal Procedures under Article 8.13, disciplinary measures shall be progressive but proportionate to the seriousness and frequency of the violation or misconduct. The disciplinary measures available to the Corporation are the following:
 - i) Letter of Concern
 - ii) Letter of Reprimand
 - iii) Suspension
 - iv) Dismissal
- c) A letter of concern shall result from an offence, where the nature and degree of severity are such that a repetition of the offence within a period of two (2) years could in itself constitute potential grounds for further disciplinary sanction.

Letters of concern must be clearly identified as being disciplinary measures, and shall contain:

- i) a clear statement of the reasons for taking this action.

- ii) a statement of any remedial action the member is required to take.
 - iii) a warning that repetition of the offence within two (2) years may result in further disciplinary sanction.
- d) A letter of reprimand shall result from a serious offence, where the nature and degree of severity are such that a repetition of the offence within a period of two (2) years could in itself constitute potential grounds for further disciplinary sanction.

Letters of reprimand must be clearly identified as being disciplinary measures, and shall contain:

- i) a clear statement of the reasons for taking this action.
 - ii) a statement of any remedial action the member is required to take.
 - iii) a warning that repetition of the offence within two (2) years may result in further disciplinary sanction.
- e) Suspension means temporarily removing the Member from performing their duties.

The length of the suspension shall depend on the severity of the misconduct.

Notice of suspension shall include details of the suspension and the dates of the suspension's commencement and conclusion.

- f) Dismissal means the termination of an appointment by the Corporation without the consent of the Member.

For a full-time probationary appointment dismissal means termination of the appointment before the completion of the initial period of probation or within the following three (3) years if the full-time appointment has been renewed. Dismissal of a tenured Member means termination of the appointment at any time other than at retirement or resignation. Neither the non-renewal of a probationary appointment, nor the decision to refuse tenure, nor termination for reasons of financial exigency (Article 18.00), nor termination for reasons of changes in the distribution of faculty for academic reasons (Article 17.00), constitutes dismissal.

8.03 Just and Sufficient Cause

- a) Disciplinary measures shall be applied only for just and sufficient cause.

Just and sufficient cause for Letters of Concern, Letters of Reprimand, and Suspensions shall include but is not limited to:

- i) consistently and willfully neglecting to carry out, or misconduct in carrying out, their university duties and responsibilities; or
 - ii) harassment or intimidation; or
 - iii) failure to correct behavior or deficiencies following due notification to correct such failure.
- b) Dismissal shall be applied only for just and sufficient cause.

8.04 In the case of all disciplinary measures the burden of proof lies with the Corporation, and the evidence presented at a meeting regarding the application of a disciplinary measure shall pertain only to the grounds stated in the dismissal or discipline notice sent to the Member.

8.05 Disciplinary Procedures

In all cases of disciplinary actions, the application of the sanction must be preceded by a meeting between the Corporation, the Association, and the Member concerned.

A member has the right to Association representation at any meeting that may lead to disciplinary measures being imposed by the University.

8.06 The Corporation shall initiate disciplinary actions by requesting in writing that the Member concerned meet with the appropriate Dean or other Academic Officer in the presence of a representative of the Association. Such notification shall include the time, the place of the meeting and the grounds upon which it intends to take disciplinary action. Such notification shall allow the Member at least seven (7) working days to prepare for the meeting. The Association shall be sent a copy of this notification. In this and all further proceedings the Member shall be permitted to bring and be assisted by an Association representative of their choice.

8.07 An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned. If there is agreement among the parties, the terms of such agreement will be applied without further procedures. In the event of a disagreement, the Corporation may, after the meeting, proceed with the disciplinary sanction. In this case the Corporation shall send to the Member and the Association a full written statement of the reasons for this action.

8.08 No disciplinary measures may be imposed later than twenty-five (25) working days after the incident which gave rise to the measure, or of knowledge of the same by the Corporation.

However, prior to the expiry of a time limit the parties may mutually agree in writing to extend any time limits provided herein. Requests for extension of time limits shall not be unreasonably denied.

8.09 The Member or the Association may grieve the decision of the Corporation to proceed with the disciplinary sanction using the Procedures of Article 16.

8.10 Administrative Suspension

Notwithstanding 8.01, the Principal may suspend a Member without warning if the presence of that Member is deemed to constitute a clear and immediate threat or danger to other Members of the community. In such cases of Administrative Suspension, the notification named in 8.08 shall be issued to the Member and the Association within five (5) working days of the Member being suspended.

In such cases, the Member shall be suspended with full pay and benefits pending resolution of any final decision from the Corporation. The Association shall be informed of this action as soon as possible.

Any action taken in such case does not constitute, in and of itself, disciplinary action but is for the protection of the Member and/or the University community. However, following an Administrative Suspension, the Corporation may begin disciplinary procedures as described in 8.05.

8.11 Disciplinary Reports

Any disciplinary report or written warning which has been decided in favour of the Member must be withdrawn from their file.

The Member and the Association must receive a copy of all reports or disciplinary measures (including notice of reprimand) placed in the file; failing this the documents may not be used as proof during an arbitration.

Except as provided for by the law, documents created in the course of a disciplinary investigation shall be secured, treated as confidential, and used only in accordance with this Agreement or as may be legally required.

8.12 All Letters of Concern and Letters of Reprimand become null and void after two (2) years and shall be removed from the Member's file.

All Notices of Suspension become null and void after five (5) years and shall be removed from the Member's file.

This does not apply to any disciplinary records related to sexual harassment or sexual violence, which will be held by the University's Secretary General and treated as confidential.

8.13 Dismissal Procedures

The Corporation shall initiate dismissal procedures by requesting in writing the Member concerned to meet with the Principal and the Vice-Principal Academic & Research in the presence of a representative of the Association. Such notification shall include precise reference to all the pertinent information in this Agreement. The Association shall be sent a copy of this notification. In this and all further proceedings, the Member shall be permitted to bring and to be assisted by an Association representative of their choice. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

8.14 If no satisfactory solution is reached or if the Member fails to appear at the meeting provided for in Article 8.13 above, and if the matter is to be pursued, the Corporation, no later than ten (10) working days after the date for the meeting described in Article 8.13, shall inform the Member in writing of the motives for dismissal in sufficient detail to enable them to prepare their defence. The dismissal is effective immediately.

8.15 In the event that a Member does not contest their dismissal, the Corporation may grant a compensation to the Member equivalent of up to six (6) months' or twelve (12) months' salary, depending on whether they are on probation or tenured.

8.16 If the Member wishes to contest the dismissal, they, within ten (10) working days of the receipt of the notice referred to in Article 8.14, shall write to both the Corporation and the Association to require these bodies to choose an arbitrator.

Resolution of a contested dismissal shall commence at the arbitration stage of the grievance procedure, as set out in Article 16.

In the event of a dismissal of a tenured Member, the Member will be suspended with full salary and other benefits throughout this period until an arbitrator's decision is rendered.

In the event of the dismissal of a Member on probation, salary and benefits may be continued at the discretion of the Corporation.

8.17 Any failure by one party to observe any of the time limits set out herein shall entitle the other party to invoke succeeding steps in the procedures. However, the parties may mutually agree in writing to extend any time limits provided herein.

9.00 TERMS AND CONDITIONS OF EMPLOYMENT

9.01 Faculty Complement

a) The Association and the Corporation share the objective of providing as many tenured positions as is possible to support the University's academic programmes, teaching, research and service to the wider community. The parties therefore agree that there shall be a floor for the number of tenured positions at the University.

As of July 1, 2016, that number shall be one hundred and fifteen (115).

b) Should the ratio of full-time student to full-time faculty fall below 20:1, the University shall be temporarily released from meeting the specified floor for the number of tenured positions. Nonetheless, at no time shall the faculty complement floor fall below 110.

c) Academic administrators hired from outside the University will count for purposes of determining the Faculty Complement specified in 9.01 only when their full-time (i.e., non-interim) predecessors have retired or left the University.

9.02 Members shall be readily available on Campus from one full week before classes commence in the first semester until the Senate meeting concerning graduating students in May, except for the period of the Winter holiday break as defined in Article 9.08. This period shall be the regular session which is divided into two semesters. The first semester extends from September to December inclusive, and the second semester from January to May inclusive.

9.03 During the regular session absence from the University for the purpose of research, study, or professional activities shall not interfere with a member's duties. A member may not absent themselves during the regular session for more than the equivalent of one week of classes (three 60 minute lectures per course, two 90 minute lectures per course) or one 180-minute lecture per course, including class transition times, without the permission of the Dean of their Division.

9.04 Although members are not obliged to be on campus when the University is not in regular session, it is understood that they will undertake research, scholarly work, study, or professional activities whenever not engaged in teaching, committee, or administrative duties whether in the regular session or not, except for the agreed vacation periods as defined in Article 9.08.

9.05 A member may accept remuneration for such pursuits or activities without prejudice to their University position.

9.06 Outside of the regular session, but with the exception of the vacation period, a member shall leave a forwarding address with the appropriate Dean if they leave the campus for a period longer than one (1) week.

9.07 Payment of Salaries

The salaries of members shall be paid in twenty-six (26) equal instalments by transfer on alternate Thursdays to any Bank or Caisse Populaire in Canada.

9.08 Holidays

Members are entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, National Patriots' Day, St. Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and any other day proclaimed as a holiday by the Corporation. Provided that the integrity of the semester is maintained, and after consultation with the appropriate Dean, Members may observe their religious holy days.

9.09 Vacations

Members are entitled to a total of one (1) month summer vacation in each academic year, to be taken outside the regular session. The vacation period is understood to be the period of the year in which a member is not accountable to the University. However, a member shall inform the appropriate Dean of the date of commencement and end of their vacation. In addition, the Winter holiday break shall consist of not less than the period from the day preceding Christmas Day to New Year's Day inclusive.

9.10 Intra-University Transfers

The Corporation agrees that any member who desires to transfer to a vacancy for which they are qualified in another Department or Division shall be given first consideration for such a vacancy. Such a transfer shall not take place without the agreement of the appropriate Appointments Committee.

9.11 A member who transfers to another Department or Division shall retain salary, rank, tenure, years of service towards sabbatical leave and pension, and all similar entitlements.

9.12 Teaching Load

a) In order to implement the following fixed teaching loads, ensure a coherent handling of the distribution of teaching assignments and provide adequate numbers of courses in each semester each department shall submit to the Senate Planning Committee on or before December 1st of each year a document specifying its teaching assignments and its projected staffing needs for the next academic year.

Divisional Deans shall be informed of departmental teaching assignments. The Senate Planning Committee (SPC) shall attempt to meet programming and staffing needs by prioritizing the allocation of replacement credits to departments with Members away from the University or relieved of teaching duties. Toward that end, the Corporation agrees to provide for the SPC a bank of not less than one hundred and fifty (150) credits per academic year.

b) Teaching load (based on course credits; one lab equivalent to 1.5 credits) will be one of the following and will always be established based on the level of scholarly and creative activity (pro-rated for partial appointments):

i) Senior Instructors: 21 credits per year

ii) Limited-Term Appointments: 18 credits per year

iii) Regular full-time appointments

a) Regular full-time appointment who is engaged in research and scholarly activity which may involve internal or local funding (e.g., CEWIL, PRESE): 15 credits per year

- b) Regular full-time appointment in their first year: 12 credits per year
- c) Regular full-time appointment who is a Principal Investigator (PI) with annual funding from these research funding agencies (CIHR, FRQNT, FRQS, FRQSC, NSERC, SSHRC, NSF) from \$15 K to \$30 K per year: 12 credits per year
- d) Regular full-time appointment who is a Principal Investigator (PI) with annual funding from these recognized research funding agencies (CIHR, FRQNT, FRQS, FRQSC, NSERC, SSHRC, NSF) of more than \$30 K and less than \$100 K per year: 9 credits in the first and subsequent odd years, 12 credits in the second and subsequent even years
- e) Regular full-time appointment who is a Principal Investigator (PI) with major annual funding over \$ 100 K per year from these recognized research funding agencies (CIHR, FRQNT, FRQS, FRQSC, NSERC, SSHRC, NSF): 9 credits per year
- f) Canada Research Chair; Chercheur/Chercheuse-Boursière: 6 credits per year

Teaching load reductions for professors with grants and contracts from agencies other than those listed must be requested at Joint Committee.

A laboratory consists of scheduled sessions of at least three hours per week with a minimum of ten (10) weeks per semester. When a laboratory for a course or a laboratory course is divided with the approval of the Dean, the additional section(s) shall be regarded as additional laboratories in determining the workload of the member concerned.

- c) Members who take a half-year Sabbatical will have a teaching load of three courses in the other semester of that academic year, unless they fall under the provisions of teaching load relief as defined in this article. The teaching load of Members who take a half-year Sabbatical will be as follows:
 - i) Regular load: 21 credits; Half-year Sabbatical load: 12 credits
 - ii) Regular load: 15 credits; Half-year Sabbatical load: 9 credits
 - iii) Regular load: 12 credits; Half-year Sabbatical load: 6 credits
 - iv) Regular load: 9 credits; Half-year Sabbatical load: 6 credits
 - vi) Regular load: 6 credits; Half-year Sabbatical load: 3 credits

In no case will a member taking a half-sabbatical teach less than three (3) credits in the course of the academic year.

- d) The Corporation recognizes the necessity of supporting research and teaching innovation and will maintain funds to support members in these aims.
 - i) The Senate Research Committee (SRC) shall administer and allocate, annually, support for research through grants for Research and Creative Activity, Travel, and Publication.

In addition, the SRC shall allocate up to eight (8) course releases for research, annually. Faculty must submit requests for such releases to the SRC by March 1 of the previous year.

The SRC will give priority to Members who have not received one of these releases in the previous twenty-four (24) months.

- ii) The Evaluation Committee (EC) shall administer and allocate, annually, support for teaching innovation through the allocation of up to two (2) course releases for Teaching Innovation.

Faculty must submit requests for such releases to the EC by March 1 of the previous year. The EC will give priority to Members who have not received one of these releases in the previous twenty-four (24) months.

Should either the SRC or the EC find it is unable to allocate all of the releases made available in a given year, the remaining releases shall be transferred for administration and allocation by the other committee.

- f) The normal load shall not be exceeded except by consent of the member.

9.13 Department Chairpersons

a) Compensation of Department Chairpersons

- i) Chairpersons of departments and programs will receive per year the following course release and/or stipend, based on the following student enrolments of full-time majors, honours, SPT concentration, and undergraduate certificates at the Fall semester add/drop date from any three-credit course of the previous year. For the purposes of this clause, the number of students enrolled in Senate-recognized joint programs will be divided equally between the Departments involved.

- 251 students or more: 9 credits course release
- 191-250 students: 6 credits course release and $\frac{1}{2}$ 3-credit stipend or the release of one laboratory section (equivalent to 1.5 credits)
- 141-190 students: 6 credits course release
- 100-140 students: 3 credits course release and $\frac{1}{2}$ 3-credit stipend or the release of one laboratory section (equivalent to 1.5 credits)
- 40-99 students: 3 credits course release
- 20-39 students: $\frac{1}{2}$ of 3-credit stipend or $\frac{1}{2}$ of 3-credit course relief or the release of one laboratory section (equivalent to 1.5 credits). The Chair may convert two consecutive years of $\frac{1}{2}$ of a 3-credit stipend into a one (1) 3-credit course release, to be taken in the second year of their mandate.
- 1-19 students: $\frac{1}{4}$ of 3-credit stipend

Any stipendiary payments shall be paid in two installments, at the end of each semester. Chairs must clearly indicate to their Dean in the Fall semester whether they intend to claim the course release or stipend.

The above-mentioned releases or stipends will be granted provided that the Departmental Chairperson performs the duties set out in 9.13.c.

- ii) Compensation for coordination of all graduate level degree-granting programs and graduate level certificates of twelve (12) credits or more shall be determined on the basis of student enrolment using the framework of 9.13.a.i.

b) Election of Departmental Chairpersons

Chairpersons of Departments shall be elected by the members in the Department from its full-time and partial probationary or tenured members. Eligibility to vote in these elections shall include all full-time

and partial probationary and tenured members and the department's voting representative from the contract faculty.

Such elections shall be held before the Senate meeting concerning graduating students in May. The term for the Chairperson will be from July 1 – June 30 and will normally be for a two-year period, renewable two consecutive times.

c) Duties of Departmental Chairpersons

Department chairpersons consult with colleagues regularly, and represent the department on the following items:

- i) Organize and chair departmental meetings at least three times per academic year
- ii) Handle departmental correspondence, internal and external
- iii) Collaborate with the Dean on departmental budget needs
- iv) Submit necessary timetable information to the Registrar's office
- v) Approve departmental expenditures; monitoring budget
- vi) Coordinate programme planning and implementation
- vii) Prepare calendar copy and update the website annually
- viii) Organize election of student representatives, when applicable
- ix) Liaison with the Library
- x) Circulate academic information to faculty
- xi) Communicate with and support Contract Faculty
- xii) Organize external evaluation of the programme, whenever necessary
- xiii) Prepare departmental submissions to the Division and Senate
- xiv) Liaison with university committees and administrative bodies, when necessary
- xv) Organize visits by speakers
- xvi) Process student dossiers for graduation and prizes
- xvii) Represent department at provincial and national bodies, when appropriate
- xviii) Submit an annual departmental report
- xix) Additional duties, as required by the department

Department chairpersons should make themselves available to students, assisting with the following items:

- xx) Supervise student registration, and late registrations
- xxi) Approve course changes, recommend transfer credits and exchange programmes
- xxii) Student counselling, regarding programme and other concerns
- xxiii) Advise potential students
- xxiv) Participate in recruitment activities with potential students
- xxv) Participate in Orientation Week and Convocation activities

d) Departmental chairpersons shall be provided with administrative-assistance where demonstrable need exists.

9.14 Area Coordinators

a) Compensation of Area Coordinators

If a department or program has over 299 full-time students enrolled, they may delegate certain of the Chair's responsibilities to Area Coordinators.

- 300 – 350 students: One Area Coordinator
- 351 – 400 students: Two Area Coordinators
- 401 – 450 students: Three Area Coordinators

- Over 450 students: Four Area Coordinators

Area coordinators will each receive 1/4 of a 3-credit stipend. These stipends will be paid provided that the Area Coordinator performs the duties agreed upon by the department, as set out in 9.14.c.

b) Election of Area Coordinators

Area Coordinators shall be elected by the members in the Department from its full-time and partial probationary or tenured members. Eligibility to vote in these elections shall include all full-time and partial probationary and tenured members and the department's voting representative from the contract faculty.

Such elections shall be held before the Senate meeting concerning graduating students in May. The term for Area Coordinators will be from July 1 – June 30 and will normally be for a two-year period, renewable two consecutive times.

A member may only serve as Area Coordinator for one Area at any given time.

c) Duties of Area Coordinators

Duties of Area Coordinators shall be agreed upon by the members of the department before an Area Coordinator's term commences.

These duties may include but are not limited to:

- i) Coordinating multi-section courses when required;
- ii) Program planning & implementation;
- iii) Preparing a list of courses for the area group that needs to be taught each year
- iv) Reviewing Calendar copy and consulting with area group members to recommend changes in calendar copy;
- v) Planning Experiential learning activities within the area;
- vi) Coordinating with area group members regarding decisions for sabbaticals, sabbatical replacements, part-time instructors, full-time professor requests, etc.;
- vii) Liaising with part-time and replacement faculty and ensuring that instructors are familiar with all policies and procedures dealing with students, examinations, etc.;
- viii) Assisting the Academic Advisor with student counseling, course selection, career planning, graduate schools planning;
- ix) Assisting the Department Chair as necessary, with recommending course changes, transfer credits, exchange program credits, cognate course credits and courses for incoming exchange students;
- x) Participating in on-campus events (Open House, department events, etc.)

9.15 Additional Course Releases

- a) Members serving on the Evaluation Committee (EC) for the academic year will each receive three (3) credits course release.
- b) As of July 1, 2024, Members serving on the Senate Planning Committee (SPC) for the academic year will each receive three (3) credits course release.
- c) Members who serve as the University Ombudsperson will receive six (6) credits course release.
- d) Courses of independent study shall not be included in the determination of the normal load.

e) Honours Theses

Supervision of a student's undergraduate Honours thesis shall be compensated at 1/10 of a three (3) credit course stipend per student, for a maximum of six (6) credits per student.

f) Graduate Supervision

Instruction of graduate courses or supervision of graduate theses for graduate students registered at Bishop's University, shall be compensated in the manner defined below.

i) For every three (3) credits of graduate courses taught: 1/10 of a course stipend per student. Three-credit graduate courses with ten or more students shall be considered as a course in a Member's regular load.

ii) Notwithstanding 9.15.f.i., for the supervision of theses at the Master's level, the supervisor will receive compensation following successful defence of the thesis, at the rate of 1/10 of a stipend for each three (3) credits supervised, to a maximum of one (1) stipend per graduate student.

For Master's theses beginning after July 1, 2023, a supervisor can claim a maximum of two (2) course stipends per year for this purpose. In an emergency situation, the limit defined in this clause may be exceeded, but only by agreement of the Joint Committee.

In cases of co-supervisions, each supervisor shall receive half the normal compensation.

Members whose department does not offer a graduate program and who supervise a graduate student enrolled at another institution may receive compensation from that student's home institution.

9.16 No other stipendiary payments shall be made to members who undertake administrative posts or duties as part of their regular workload, except as provided for in this Agreement.

9.17 For stipends earned under 9.13 i-ii and 9.15 e-f, a maximum of \$1500 may be placed in the member's PDF annually.

9.18 Stipend Amounts

- As of July 1, 2022, a full stipend shall be \$9,009.47
- As of Jan 1, 2023, a full stipend shall be \$9,189.65
- As of July 1, 2023, a full stipend shall be \$9,373.45
- As of July 1, 2024, a full stipend shall be \$9,560.92

9.19 Normal teaching duties shall be scheduled to begin during the period 8:30 to 19:00 Monday through Thursday and 8:30 to 16:30 on Friday during the regular session. Exceptions will be arranged only by agreement of the Joint Committee.

9.20 Should individual accommodations or program requirements demand, a portion of a Member's normal teaching load may be moved into the Spring and Summer sessions. Such exceptions will be arranged only on recommendation of the chair and only by agreement of the Academic Joint Committee.

Notwithstanding the above, participation in Spring or Summer teaching shall not conflict or interfere with the fulfilment of the member's primary duties to the University.

9.21 A member may be required to teach only introductory courses in their discipline(s) and advanced courses within their field(s) of competence.

9.22 Subject to the approval of the Dean, a member has the right to a marker or reader for courses in which the registration as of the add/drop date is twenty-one (21) or more students, and to a demonstrator in laboratory courses in which the registration exceeds twenty-one (21) students.

9.23 Members shall share some responsibilities for the general administration of the affairs of their Departments and Divisions and for the general supervision of the work of students.

9.24 Spring, Summer, and Continuing Education Teaching
Members are not required to teach in the Spring and Summer session.
Continuing Education teaching falls under the purview of the Contract Faculty Collective Agreement.

Notwithstanding the above, Members may participate in Spring, Summer, or Continuing Education teaching programmes, so long as this teaching does not conflict or interfere with the fulfilment of the Member's primary duties to the University.

9.25 The course releases defined in 9.12, 9.13, and 9.15 are granted to free up a Member's time normally dedicated to teaching to fulfill additional research or service requirements.

9.26 Overload Courses

a) A Member shall have the right to claim as overload in the internal round a course made available under 9.12.a, provided that no Contract Faculty Member with a seniority point for that course exercises their right to teach it in the internal round, and provided that:

- i) the Member provides documentation that shows they have taught the course before,
or
- ii) it is a Senate-approved course that they have created

b) The restrictions cited in 9.26.a.i) and ii) shall not apply in the Spring/Summer semesters.

Members may teach up to a maximum of six (6) course credits over the load defined in 9.12 for the Fall, Winter, Spring, and Summer sessions. Note that the Member's annual load includes any/or all releases defined in 9.12, 9.13, and 9.15.

9.27 In an emergency situation, the defined limit of six (6) course credits may be exceeded, but only on recommendation of the Chair and only by agreement of the Joint Committee.

9.28 Health, Safety, and Security

The Corporation recognizes its responsibility to provide a healthy and safe workplace to members, and sufficient facilities, supplies, and services to protect the health, safety, comfort, and security of members as they carry out their responsibilities. To that end and without limiting the generality of the foregoing:

- a) the Corporation and the Association will maintain a Joint Health and Safety Committee that will establish, review and implement Health and Safety policies on Campus.
- b) the Corporation agrees to provide health services in case of an emergency or accident involving any member while on Campus, at no charge to the member;
- c) the Corporation agrees to provide protective equipment and clothing for all members, required for the safe and effective performance of their duties;

- d) should any member require special considerations for reason of health (e.g., wheel-chair facilities, washroom adjustments, etc.), the Corporation agrees to respond to requests for such consideration promptly and with the well-being of the member(s) as the primary concern.
- e) Under the terms of 4.03b, Members have the right to accommodation for physical and mental disabilities, up to undue hardship. After this point, should the Corporation have reasonable grounds for belief that a Member is physically or psychologically unable to perform their duties as outlined in this Agreement, the Corporation may, after consultation with the appropriate Dean, and after advising the Association, relieve the Member of teaching and other duties for one semester pending a medical assessment, arranged by the Corporation. During this period the Member shall continue to receive full salary and other benefits.

The Dean shall meet with the Member concerned to provide the reasons for relief of their duties. The Member shall have the right to be accompanied by an Association representative at this meeting.

In such cases, physical or psychological inability to carry out their duties shall only be grounds for dismissal if the Member persistently and unreasonably refuses medical or other appropriate treatment. The Dismissal Procedures outlined in Article 8 pertain.

Following the medical assessment, the Member will either be reinstated with any necessary accommodations or go on sick leave (as per Article 11.06).

- f) The Corporation recognizes the right of members to have access to their offices and laboratories at all times except in case of emergency.
- g) Members shall provide personal supervision of undergraduate students occupied in the science laboratories and fine arts workshops, in particular the acid room, the metal shop, and the wood shop, to ensure the health and safety of the students.

10.00 SABBATICAL LEAVE

10.01 Sabbatical leave is an entitlement for Lecturers, Assistant Professors, Associate Professors, and Professors who hold tenured appointments, subject to the acceptance of a satisfactory research or scholarship project, to Departmental constraints as defined in Article 10.02, and subject to Article 10.12.

Sabbatical leave is an entitlement for Senior Instructors who meet the above conditions and who, in addition, possess a terminal degree in their discipline, and have obtained a satisfactory evaluation under Article 7.06 g.ii) in the evaluation preceding their request for leave.

Sabbatical leave is a necessary means of enabling members to maintain academic and professional excellence by focusing on their research, scholarly, creative, or professional activities as outlined under Article 7.06 g ii. Members have the responsibility to make effective use of this leave. Projects must contribute to the member's contribution under Article 7.06 g.ii.

10.02 Members of Academic Departments and of Area Concentrations in the Williams School of Business will plan their Sabbatical leaves well in advance in order to cause the least disruption possible. Numbers of Sabbatical leaves taken each year will be limited to one full-year Sabbatical (or two half-year Sabbaticals) in each Department or Area Concentration of three or fewer tenured or probationary members and the equivalent of two full-year Sabbaticals in other Departments or Area Concentrations.

Half-year Sabbaticals shall normally be distributed across different semesters to avoid jeopardizing program quality.

The following criteria will be used to determine which member will be allowed Sabbatical leave in cases where the above limits apply:

- First: years of service at Bishop's since return from previous leave or appointment.
- Second: members who have not had leave rank above those who have.
- Third: members with higher academic rank are ranked higher.
- Fourth: members who have been longer in their present rank are ranked higher.
- Fifth: members with longer total service at Bishops rank higher.
- Sixth: any remaining ties will be resolved by coin tossing.

10.03 Each Department or Business Administration Area Concentration will prepare annually a three-year plan detailing the proposed schedule of leaves.

10.04 In order to qualify for a Sabbatical leave of one academic year, a tenured member must:

- a) fulfill the conditions set out in Article 10.01
- b) have taught for at least six (6) years under full time or partial probationary or tenured appointment at Bishop's University at the lecturer or professorial rank since returning from their last Sabbatical leave or leaves provided for in Article 9.31.

Up to two (2) years of professional equivalency under Articles 9.28 and 9.30 may be applied towards the waiting period for Sabbatical leaves.

Members shall receive credit of up to two (2) years for previous university appointments, including full-time Limited-Term Appointments at Bishop's University, at the equivalent of lecturer or professorial ranks. The word "university" used in this article shall be defined either as:

- i) A post-secondary institution with degree granting power, or
- ii) A post-secondary institution offering courses leading to a degree, affiliated or federated with a post-secondary institution invested with degree granting powers, or
- iii) A post-secondary institution legally defined as equivalent to a degree granting institution by those governments (provincial or federal) which fund post-secondary institutions invested with degree granting powers.

Given the provisions above, at least four (4) of the six (6) years must have been spent teaching at Bishop's University.

In addition to the above, members who have benefited from payment of partial or full salary for any other type of leaves will be expected to teach an additional number of years equivalent only to the replacement cost of the leave to the university over the total salary of the member multiplied by six.

Leaves from the bargaining unit in order to assume administrative positions at the University will count for the purposes of the application of this Article.

c) have their research or scholarship project approved by the EC.

10.05 Members proceeding on full Sabbatical leave shall receive 90% of the full salary to which they are entitled during the period they are on Sabbatical Leave. Members proceeding on half-year Sabbatical Leave shall receive 100% of the full salary to which they are entitled during the period they are on Sabbatical Leave.

When allowed by an outside granting agency, a member on reduced salary may retain such portion of any remuneration, fellowship or award received in personal support of the leave as will bring their salary to the equivalent of 100%. Of any such support received over and above 100% salary, 35% may be retained by the member; the remaining 65% shall be allocated to the Research Leave Credits, over and above the 30-credit allocation (9.12 b).

The number of years shall be calculated as in Article 10.04 b). Awards for travel expenses shall not be deducted.

10.06 At the member's request the Corporation shall provide a proportion of the member's salary for the support of a research grant for travel and other expenses. Such an amount is to be deducted from the amount to which a member is entitled.

10.07 A tenured member who meets the conditions set out in Article 10.01 has the option of taking a half-year Sabbatical leave to commence either January 1st or July 1st, if this can be arranged with their Department and Division.

Half-year Sabbatical leave shall be available if the member has taught at least three (3) years since returning from their last Sabbatical leave or leaves provided for in Article 9.33.

The teaching load of Members who take a half-year Sabbatical will consist of at least half of their regular load, as defined under 9.12 c).

Article 10.04 c) will apply to such leaves.

To protect members on half-year Sabbatical, the expectation is that they will not serve as Chair, as a member of the Evaluation Committee, or as a member of the Senate Planning Committee during that year.

10.08 A member who has accumulated credit for more terms than are required for a full-year or half-year Sabbatical leave may apply a maximum of four of those extra terms towards the next full-year or half-year Sabbatical leave.

The provisions of Article 10.04 b) for applying years of service at another institution or professional equivalency shall not apply for half year sabbatical leaves.

10.09 Members on Sabbatical leave shall receive all salary increases, increments in the salary scale, and benefits on the same basis as other members serving at the University.

10.10 A member who proposes to take a Sabbatical leave must make a request in writing to the Evaluation Committee (EC) with a copy to the appropriate Dean. For all leaves the request must be made before September 30 of the academic year preceding the period of leave.

The request shall include the Member's *Curriculum Vitae*, and the previous sabbatical request and report.

10.11 The EC shall decide which of the requests are consistent with the purpose for which Sabbatical leave is granted, as outlined in Article 10.01.

Where the Committee requires further information or is considering a negative decision, the Member shall be invited to appear before the Committee. The candidate must be made aware in advance and in writing of all factors that have drawn the application into question, and must have an opportunity to address those issues. This meeting shall take place before the Committee makes its decision.

In the assessment and evaluation of candidates for Sabbatical, the criteria adopted shall not discriminate against the Member.

The EC shall inform members of its decision and post the list of members who are to receive Sabbatical leave.

10.12 Members wishing to obtain permission to remain on campus and retain the use of their office during their Sabbatical leave must substantiate such a request to the EC as part of their Sabbatical project proposal.

10.13 Members returning from Sabbatical shall, within three (3) months of their return to the University, submit to the EC a written report on the work accomplished during their leave. The three months shall date from January 1st for leaves ending on December 31st of the previous year or from July 1st for leaves ending on June 30th. The Member's report must show that they have made effective use of their Sabbatical leave, according to the criteria set in 10.01. Given that research and scholarship agendas are dynamic and fluid, Members are encouraged to explain the divergences between the work proposed and that accomplished. The sabbatical report must be appended to the subsequent sabbatical request.

The EC shall determine if the Sabbatical report is acceptable or not and so report to the member and the Principal within three months of receipt of the Sabbatical report. In the case of a report which is not accepted by the EC, the Committee will send a letter outlining their rationale to the member and the relevant Dean, who may contact the member in order to provide any necessary formative support and mentoring in career and research development.

10.14 A member on Sabbatical leave shall continue to be a member of the bargaining unit, and their dues shall be deducted by the Corporation from the member's salary during such leave.

11.00 LEAVES

11.01 Political Leave

A member may, without prejudice to their University position, be a candidate for political office, either federal or provincial. They shall be entitled to one (1) month's leave of absence with full salary and benefits.

11.02 If elected to either of the above offices, a member shall be granted full leave of absence without salary as specified in Article 11.09 during their term of office. The period of leave of absence shall not exceed five (5) academic years.

11.03 A member elected to municipal office shall not be required to take full leave of absence without salary if they demonstrate to the satisfaction of their Department that the responsibilities of the office will not interfere with their performance of full or partial academic or professional duties.

11.04 Compassionate Leave

A member may arrange with the Department and the Dean of the appropriate Division planned or emergency leave for one (1) month or less, with full salary and benefits. Permission for such leave shall not be unreasonably withheld.

11.05 Caregiver Leave

A Member may take a Caregiver Leave of one (1) month or less, with full salary and benefits, in order to take care of a family member. Members may request a continuation of the leave for a period of up to one (1) year, without salary or benefits. A medical certificate is required which certifies that a family member is critically ill or injured or in need of end-of-life care.

11.06 Sick Leave

If members are absent from their duties because of illness, they shall be entitled to full salary and all benefits for the first six (6) months. Illness of a duration of more than six (6) months will be dealt with in accordance with the provisions of the Long-term Disability Plan. In any such case the Corporation reserves the right to require certificates from a legally qualified medical practitioner.

A member on sick leave shall continue to accumulate service and seniority.

11.07 Court Leave

Paid leave shall be granted to any member required to be a witness or juror by anybody in Canada with power of subpoena. The member shall notify the Dean upon notification that they will be required to attend Court and present proof of service requiring their attendance.

11.08 Leave of Absence without Salary

Leaves of absence without salary shall commence on July 1 or January 1, shall be for a period of either six (6), twelve (12), eighteen (18) or twenty-four (24) months, and shall not extend beyond two (2) consecutive years nor exceed the equivalent of twenty-four (24) months during a member's career at the University.

The Corporation shall approve request(s) for leave without salary consistent with the above paragraph, provided that Members provide at least three months' notice in writing of their request(s). All letters concerning leaves issued by the Corporation to Members shall be copied to the Association.

Exceptionally, and subject to the positive recommendation of the Evaluation Committee, a Member who will be returning to the University may be granted a leave of absence by the Corporation in order to pursue professional opportunities. Time away from the University on such a leave would not be subtracted from the member's regular allotment of twenty-four (24) months.

11.09 A member who takes leave of absence without salary shall be entitled to but not required to maintain membership in the University Life, Disability and Health Insurance Plans for a maximum period of twenty-four (24) continuous months and the Corporation will continue to make its contributions to those plans.

The member shall also be entitled to but not required to maintain membership in the University Pension Plan for the length of their leave of absence without salary. If the member chooses to maintain membership in the University Pension Plan, the Corporation has the option of continuing to make its contributions.

11.10 A probationary member who takes leave of absence without salary shall not be entitled to include such years of absence towards the maximum probationary period. Members on leave without salary, holding university teaching appointments at the lecturer or professorial level or equivalent professional appointments elsewhere, shall count the years of leave towards seniority and shall receive increments for such leave in progression through the salary scale. The equivalence of professional appointments shall be evaluated by the EC before leave is taken.

11.11 Research Leaves

In order to permit members to fulfil their professional commitments, the Corporation may grant research leaves with partial salary on recommendation from the Dean according to guidelines established by Senate.

In order to be eligible, a member should be tenured, and should have taught at the University for at least three years.

11.12 Years of Research leave shall count as years of seniority and be included in a member's progression through the salary scale.

11.13 "Perfectionnement"

On the recommendation of the Dean, the Corporation may provide financial support to members of rank of Lecturer, Instructor and Senior Instructor who already have a Master's Degree and who wish to upgrade their qualifications to the Doctoral level. Members will be able to proceed on such leaves at up to eighty percent (80%) of salary for the first year and seventy percent (70%) for the second year and will be expected to pay back the amounts involved if they do not return to work at the University for a period equivalent to the time of the leave.

Applications for "perfectionnement" leave must reach the Dean by September 30th for the subsequent academic year.

Members on such leave or on leave according to Article 11.11 shall maintain membership in the University benefit plans and the Corporation and Member shall continue to make the required payments for these plans.

11.14 Members on such leave or on leave according to Article 11.11 shall continue to be members of the bargaining unit and their dues shall be deducted from their salaries by the Corporation.

11.15 "Perfectionnement" leave granted to upgrade a member's qualifications (Article 11.13), shall not be included in years of seniority nor shall it entitle a member to progress in the salary scale by

receiving increments during such leave.

11.16 Years of such leaves (Article 11.13) shall not count towards the probationary period of appointment.

11.17 Maternity, Partner Parental, and Parental Leaves

The provisions of Article 11.18 shall apply to those Members who are eligible and apply for Quebec Parental Insurance Plan (QPIP) benefits/or Maternity, Partner Parental, or Parental Leave:

11.18.1 Maternity Leave

- a) A pregnant Member shall be entitled to a maximum of fifteen (15) or eighteen (18) weeks of Maternity Leave depending on the plan chosen by the pregnant member with QPIP (Basic or Special Plan).
- b) During the period of pregnancy leave as specified in Article 11.18.1 a) a Member shall receive from the Corporation:
 - i) An amount equal to the difference between the QPIP Maternity benefits they receive as per the Plan they have chosen with QPIP and 100% of her nominal salary;
 - ii) Further, in the event of any reduction by the Government to the Member's QPIP benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 11.18.1 b).

If the Member is not entitled to receive QPIP benefits or should QPIP cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of her nominal earnings for the period of their leave.

11.18.2 Notice Required for Pregnancy Leave

- a) The Member shall give the Corporation at least four (4) weeks' written notice of the date the maternity leave is to begin. The notice period may be altered by mutual agreement.
- b) The notice period in Article 11.18.2 a) shall not apply if the Member stops working because of complications caused by pregnancy or because of a birth, stillbirth or miscarriage.

11.18.3 Partner Parental Leave

- a) On the occasion of the birth of a child or the adoption of a minor coming into the care or the custody of a parent for the first time, the child's parent who is not taking the pregnancy or parental leave shall be entitled, in conjunction with the provisions of QPIP, to a leave of up to five continuous weeks of leave with full salary and benefits.
- b) During the period of Partner Parental Leave as specified in Article 11.18.3 a), the Member shall receive from the Corporation for a period of five (5) weeks, the difference between the QPIP allocation and 100% of the member's nominal salary.

Partner Parental Leave may not begin before the week during which the child is born or arrives and must end no later than fifty-two (52) weeks after the child's birth or arrival.

c) Alternatively, a member may be granted one (1) course reduction in lieu of the five weeks' partner parental leave outlined in 11.18.3 a). This leave may not begin before the term in which the child is born or arrives and must end no later than fifty-two (52) weeks after the child's birth or arrival.

d) The Member shall give the Corporation at least four (4) weeks' written notice of the date the Partner Parental Leave is to begin. The notice period may be altered by mutual agreement.

11.18.4 Paid Parental Leave on the Occasion of the Birth of a Child

a) On the occasion of the birth of a child, a Member shall be entitled to a Parental Leave of up to thirty-five (35) weeks depending on the plan chosen by the Member with QPIP (Basic or Special Plan).

b) During the period of Parental Leave as specified in Article 11.18.4 a) the Member shall receive from the Corporation:

i) for a maximum period of up to thirty-two (32) weeks depending on the plan chosen by the Member with QPIP (Basic or Special), an amount equal to the difference between the QPIP benefits received by the Member and 100% of their nominal salary.

ii) further, in the event of any reduction by the Government to the Member's QPIP benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 11.18.4 b).

c) If the Member is not entitled to receive QPIP benefits or should QPIP cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of their nominal earnings for the period of the leave.

d) The Member shall give the Corporation at least four (4) weeks written notice of the date the Parental Leave is to begin. The notice period may be altered by mutual agreement.

11.18.5 Parental Leave on the Occasion of the Adoption of a Child

a) On the occasion of the adoption of a minor coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a paid parental leave of up to thirty-seven (37) weeks depending on the plan chosen by the Member with QPIP (Basic or Special Plan).

b) During the period of Parental Leave as specified in Article 11.18.5, the Member shall receive from the Corporation:

i) For up to a maximum thirty-seven (37) weeks depending on the plan chosen by the Member with QPIP (Basic or Special Plan) an amount equal to the difference between the QPIP benefits received by the Member and 100% of the Member's nominal salary;

ii) Further, in the event of any reduction by the Government to the Member's QPIP benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 11.18.4 b.ii.

c) If the Member is not entitled to receive QPIP benefits or should QPIP cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of their nominal earnings for the period of their leave.

11.18.6 Extended Parental Leave

An extended Parental Leave without pay, up to a maximum of one (1) year, shall be given to a Member who requests it. A notice of at least four (4) weeks to Corporation must be given.

11.18.7 General Considerations

- a) During a Maternity, Partner Parental, Adoption and/or Parental Leave, the Member's benefits continue as if the employee were actually at work provided they make continuous regular payments of the Member's portion of the contributions required for the said benefits and provided it is permitted under the existing policies.
- b) The expectant Member shall benefit from an adjustment of her duties, if available, when complications related to her pregnancy justify it or when her working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.
- c) Nothing in this Article shall prevent a member from claiming sick leave for absences from work due to illnesses
- d) When there is an interruption of pregnancy, a Member is entitled to Maternity Leave the week the pregnancy is interrupted if it occurs after the 19th week of pregnancy. As provided by Article 11.18.1.
- e) Subject to the provisions of Article 11.18, the Member may add a fifteen (15)-week extension to her Parental leave if the health of the newborn infant requires such an extension. The Member shall receive paid pregnancy leave on the same basis as described in Article 11.18.1 a) (ii).
- f) Upon return to work, a Member who has taken leaves under this Article shall resume their former position with their full nominal salary and benefits as provided for under this collective agreement.
- g) The period of a Member's leave shall be included in the calculation of their length of service for seniority purposes.
- h) 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, they shall provide the Dean, or equivalent, with written notice of their intention to do so.
- i) The parties agree that the provisions of this Article shall be no less than those in the applicable labour/employment provincial and federal legislation as may be amended from time to time. Differences in the interpretation of this Article shall be resolved based on consistency with the applicable legislation.

12.00 EMPLOYMENT OF NON-MEMBERS

12.01 The Corporation agrees not to employ non-members of the bargaining unit to perform the duties of members except as specified below:

a) Nothing herein shall prevent the teaching of courses by the Principal, the Vice-Principal Academic & Research and/or the Deans.

b) Nothing herein shall prevent the supervised performance of instructional duties by students or others employed as markers and demonstrators.

c) Nothing herein shall contravene any other existing Collective Agreement of the Association with respect to the performance of teaching duties.

d) Nothing herein shall prevent the teaching of courses by individuals paid from outside sources under an arrangement between the Corporation and a Government other than the Government of the Province of Quebec.

e) Nothing herein shall prevent the teaching of courses by individuals who are on an approved exchange between the University and another University.

13.00 ACCESS TO FILES OF MEMBERS

13.01 A member shall have the right during normal business hours to examine all of the files concerning the member kept by the Corporation, the Association or by any committee established by this Agreement.

13.02 All files containing evaluative materials of a member may be kept only by the office of the Vice-Principal Academic & Research and from time to time by the EC, the EAC, the FAC, or Appointments Committees. External letters of reference supplied to the Appointments Committee shall not be included in personal files and shall be destroyed once the appointee has commenced their duties. All contents of such files shall be listed and numbered.

13.03 Members shall have the right to have all of their files supplemented or corrected in the event of error or inadequacy in the file. In the event distortion is alleged, members shall have the right to provide additional material for inclusion in their files.

13.04 Members shall have the right to have the Corporation prepare copies of their files at its expense.

13.05 No anonymous material shall be kept concerning any member, unless specifically requested by the member, other than aggregated statistical information, as obtained from student evaluations, following the procedures approved by Senate. No such material, if maintained contrary to this Agreement, shall be submitted as evidence in any proceeding involving a member. If such evidence is submitted, it shall be struck from the record and not considered as part of the evidence.

13.06 Letters of assessment or any other material presented as evidence in any proceedings for dismissal for cause shall be made available to the member concerned.

13.07 Members' files shall not be made available to third parties except as required in the performance of their duties under this Agreement, or except at the written request of the member.

13.08 With the exception of members on a first probationary appointment, the scores of individual members, as determined by the questionnaire of student opinion for the evaluation of teaching, will be kept in a single file in the office of the Vice-Principal Academic & Research. The teaching evaluations of members on a first probationary appointment shall be available to their Dean and the Principal.

14.00 COPYRIGHTS/INTELLECTUAL PROPERTY

14.01 In recognition of the Corporation's commitment to scholarship, including teaching, research, and publication activities, the Corporation agrees that members have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own. The creator is free to publish or use other means to place the intellectual property in the public domain. The Corporation and the Association agree that members have no obligation to seek patent or other legal protection for the result of their work or to modify research to enhance patentability. No creator is obliged to engage in commercial exploitation.

14.02 The Corporation shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a member.

14.03 The Corporation agrees that it has no interest in and makes no claim to copyrights of any member in print or digital media (books, articles, creative works, and similar material). The Corporation therefore waives, disclaims, and abandons any and all rights in such copyrights.

14.04 Copyrights in Works of Art

The member(s) who is the maker of any work of art such as painting, sculpture, music, films, recorded works of art, and the like, shall retain the copyright therein, and the Corporation, therefore, agrees and undertakes to transfer to the author(s), and hereby transfers to the author(s), all rights in such work of art.

14.05 Copyrights to Course Materials

The Corporation hereby agrees and undertakes to transfer to the author(s), and hereby transfers to the author(s), any and all rights in the copyright(s) to course materials produced by the members in any media, and recognizes that the member is the sole copyright holder to their course materials.

The Corporation will take preventative measures to protect the intellectual property of Members through policies that prohibit the unauthorized recording of academic activities.

Should a Member find that recorded lectures or other course materials have been published or broadcast without their authorization, the Corporation will give every reasonable assistance to members to stop such dissemination.

14.06 Copyrights on Computer software

The Corporation hereby waives, disclaims and abandons all rights in the copyrights of Computer Software developed by members.

14.07 With the exception of the items designated in 14.03, 14.04, 14.05 and 14.06 above, Members and the Corporation shall conform to the following policy on intellectual property in matters relating to the consideration of intellectual property for patent protection and/or its potential commercialisation.

- a) By filling in the University's Disclosure Form all Members will be required to divulge in writing any intellectual property to the Corporation arising out of research accomplished at the University indicating, at that time, whether or not they wish to proceed with patent protection

and/or commercialisation.

b) Should a Member wish to proceed with patent protection, the Corporation shall be obliged to evaluate the divulged intellectual property and inform the member in writing whether or not the Corporation wishes to proceed with the protection of the divulged intellectual property. This analysis shall occur within four months of the disclosure.

c) Should the Corporation decline to proceed any further, the Corporation shall inform the Member that the Corporation waives, disclaims and abandons any and all rights in such divulged intellectual property.

d) Should the Corporation wish to proceed further with patent protection of the divulged intellectual property and the Member wishes patent protection in order to make the intellectual property within the public domain, the Member shall cede intellectual property to the Corporation. However, the Member shall continue to be recognized as the sole inventor/ creator of the idea and such status can never be removed or denied by the ceding of intellectual property to the Corporation.

e) Should a Member and Corporation decide to proceed with the patent protection of the divulged intellectual property and its further commercial development, the Member shall cede the divulged intellectual property to the Corporation. However, the Member shall continue to be recognized as the sole inventor / creator of the idea and such status can never be removed or denied by the ceding of the divulged intellectual property to the Corporation or to any other party. Further, should the University wish to sign a licensing agreement based on this divulged intellectual property, the University would not do so without the inventor signing the University's Contract License Agreement.

f) Should a Member and Corporation decide to proceed with the patent protection of the divulged intellectual property and its further commercial development, and should any net profits be generated from commercial development, such net profits shall be apportioned to the Corporation and the Member in the following manner: the Member shall receive the first \$10,000 and, thereafter, equal amounts shall be apportioned to both parties.

15.00 CONTINUING PRACTICES

15.01 The Corporation acknowledges a continuing responsibility to maintain a climate in which the academic and professional functions of Members may be effectively carried out and undertakes to provide a level of facilities and support services consistent with this responsibility, subject to the budgetary policies established by the Corporation.

In particular, the Corporation shall ensure that there is an adequate and reasonable level of support in the following areas:

- a) Administrative and related services for Members to conduct University business.
This support shall include:
 - i) Filing and organization:

- Helping to organize lectures, workshops, and receptions, including paying invoices
- Making travel and accommodation arrangements for guest lecturers
- Stocking a local repository with basic office supplies
- ii) Printing, scanning, and photocopying:
 - Printing on letterhead paper, on BU envelopes; printing name tags
 - Photocopying of texts for use in course packs, and filling out appropriate copyright forms
 - Assistance in preparing professional publications
 - Scanning paper documents as electronic files
- iii) Problem-Solving:
 - Placing Buildings & Grounds, and Information Technology Services, work orders
 - Ensuring classrooms and meeting rooms are unlocked when booked for use
- iv) Communication:
 - Sending emails to students and faculty members
 - Sending out announcements or posters to specific lists of people
 - Scheduling meetings and making room bookings
 - Assisting with class cancellations
 - Receiving exams from Student Accommodations
 - Managing a drop-box to receive student assignments
 - Taking outgoing mail
 - Posting events on the University calendar
 - Assisting with recruitment letters
 - Assisting with preparations for Open Houses
- v) Assistance for Departmental Chairs:
 - Being listed as a contact person to relay departmental inquiries
 - Keeping updated distribution lists for the department
 - Scheduling departmental meetings
 - Assembling documents for departmental meetings
 - Providing administrative support to Appointments Committees
 - Taking minutes at departmental meetings when required
 - Managing postings on departmental bulletin boards
 - Assisting with internal forms and paperwork
- b) Information Technology Service (ITS) support staff
- c) where necessary, laboratory space
- d) Telephones
- e) Supplies and equipment
- f) Teaching aids and materials
- g) Markers and demonstrators, according to the terms set out in 9.20

- h) Use of the library, computing and photocopying services at no cost to the Member for teaching, academic and scholarly work, and research.

15.02 A Member is entitled to a private office, to which access is restricted to normal cleaning and repair services and to emergencies, except by consent of the Member.

a) Offices must allow for a reasonable degree of both visual and acoustical privacy. Any new Member offices must meet these requirements and any alterations or renovations to existing offices must be performed to meet the requirements of this agreement.

b) Member offices shall be equipped with a desktop computer, a telephone, and furniture that meets current ergonomic standards. Members with physical disabilities will be provided with accessible offices and adaptive furniture and equipment that meets their accommodation requirements.

c) At the next and subsequent upgrades of faculty office computer hardware, members may choose to be furnished with a computer device selected from the University standard options.

d) A Member's office becomes temporarily available to the University when a Member is on leave, subject to any restriction on availability arising from Article 10.12. No Probationary or Tenured Member shall be reassigned to a different office without their prior agreement.

15.03 Members will be informed when a faculty office becomes vacant and will be invited to provide a request for reassignment with rationale. The University will allocate offices annually, in accordance with the principles of i) seniority and ii) propinquity.

15.04 Should the contract of a Member serving in an Limited-Term Appointment be approved for the following year, requests to be allocated to the same office will be given due consideration in decisions concerning the following year's office allocations.

16.00 GRIEVANCE AND ARBITRATION

16.01 Hereafter the word "grievance" denotes any disagreement arising from a supposed violation, misinterpretation, or misapplication of all or of any part of the Agreement between the Corporation on the one hand and a Member or a group of Members or the Association on the other hand.

16.02 The grievance and arbitration procedures under this Article shall not be available for the resolution of disputes exclusively concerned with the renewal of probationary appointments, with tenure, and with promotion, except where the Member of the Association alleges violation of academic freedom or discrimination under Articles 5.00 and 4.03, respectively, of this Agreement.

Notwithstanding the foregoing, grievance and arbitration procedures shall be available for matters relating to lay-offs due to financial exigency (Article 18.00) or changes in the composition of the faculty (Article 17.00).

16.03 Except as otherwise specified in this Agreement, the procedures detailed hereunder shall be the sole method for the resolution of complaints or grievances arising from the interpretation and application of this Agreement. There shall be no discrimination, harassment, or coercion of any kind against any person who elects to use these procedures.

16.04 All communications required by these grievance and arbitration procedures shall be delivered by internal receipted mail or by external registered mail with acknowledgment of receipt.

16.05 Each stage of the procedure for the settlement of grievances described in the articles below must be completed before passing to the next stage, except by written consent of the parties concerned or except as provided for in Articles 16.14, 16.19, 18.13 and 17.11.

16.06 Time limits may be extended through mutual written agreement between the grievant and the grievance committee.

16.07 A Member may submit a grievance in writing to the Corporation, within thirty (30) days of obtaining knowledge of the event(s) giving rise to the grievance, but no longer than six (6) months after the event(s) which gave rise to the grievance, except where the Member could not reasonably be expected to have become aware of the event(s) within the six (6) month period. Notwithstanding the above, a Member on leave may submit a grievance on financial matters within six (6) months of obtaining knowledge of the event giving rise to the grievance.

The grievance shall specify the clause(s) of the Agreement on which it is based.

16.08 The Corporation shall reply in writing with a copy to the Association, within fourteen (14) days after the receipt of the grievance.

16.09 If the Corporation does not reply within the time limit set in Article 16.08, or if the response is not satisfactory to the Member, then the Member may submit the grievance to the chairperson of the Joint Committee established under Article 32.00. This submission must be made within fourteen (14) days of the receipt of the response or within fourteen (14) days after the expiry of the time limit set in Article 16.08.

16.10 If any member of the Joint Committee is involved in a grievance, then they shall be replaced by a nominee from the appropriate body.

16.11 The Joint Committee shall meet within ten (10) days of receiving notice of a grievance. At each meeting minutes will be kept recording the positions of the parties and the decision reached if there is one. The grievant shall have the right to appear before the Joint Committee accompanied by an advisor if they so wish. The grievant shall be allowed to examine the minutes of the Joint Committee relating to their case.

16.12 All decisions reached by the Joint Committee must be unanimous, in writing, and signed by all members of the Joint Committee, and shall constitute an agreement between the Association, the Corporation and the Member involved, as the case may be. Such decisions shall not constitute precedents.

16.13 The Joint Committee shall report, in writing, the decision reached or the lack of one, as the case may be, to the parties concerned within twenty-one (21) days of the initial meeting of the Joint Committee.

16.14 Association & Corporation Grievances
A grievance arising directly between the Corporation and the Association concerning the interpretation, application or alleged violation of this Agreement shall be carried directly to the Joint Committee.

The time limits for the Association and the Corporation to bring the grievance to the Joint Committee shall be those stipulated in 16.07.

16.15 The Association shall have the right to carry grievances involving a member through all stages of the grievance procedures in this Agreement.

16.16 The Association shall have the right to bring grievances involving groups of Members directly to the Joint Committee.

16.17 Arbitration

If a settlement is not reached within the time limits set out in Article 16.13, the Association or the Corporation can proceed to arbitration.

16.18 Notice of the decision to proceed to arbitration shall be given in writing to the Corporation and/or the Association as the case may be, within fourteen (14) days of the notice of the lack of decision of the Joint Committee or within fourteen (14) days after the expiry of the time limits laid down in Article 16.13.

16.19 When the grievance concerns a claim for a sum of money, the arbitrator shall first rule on whether the claim is well founded, but remain seized of the case. If the parties cannot agree on the amount, then this dispute will be submitted to the same arbitrator by simple written notice.

16.20 A technical error in the written submission of the grievance does not imply its annulment and may be amended.

16.21 Appointment of Arbitrators

Grievances brought to arbitration shall be heard by the sole arbitrator who shall be selected according to the procedure established in 16.22.

16.22 The following persons shall serve as arbitrators for the duration of this Agreement: René Beaupré, Rosaire Houde, Francine Lamy, Pierre Laplante, André G. Lavoie, Eric Lévesque, Louise Viau. By mutual consent any listed arbitrator may be selected. By mutual consent any listed arbitrator may be removed and replaced by a substitute. If none of the persons listed above is available, the Corporation and the Association shall select another arbitrator. Failing agreement, either one of the parties may ask the Department of Labour to appoint an arbitrator.

16.23 Procedures

Not less than ten (10) days before the hearing is scheduled to commence the Corporation and the Association shall exchange complete particulars of their respective cases, including the production of documents, names of witnesses, and summaries of their expected testimony if available.

The arbitrator has the discretion to admit evidence or hear testimony not exchanged under the above procedure.

At any time before an arbitration commences the arbitrator may, on the application of the Corporation or the Association, issue directions for a pre-hearing conference to define and settle issues to be dealt with at the hearing, obtain admissions and agreed statement of facts and resolve any other issues prior to the hearing.

16.24 Decision

The decision of the arbitrator must, if possible, be rendered within twenty-one (21) days following the date when the hearing of evidence is finished. However, the arbitrator may request both parties to extend this time limit. In any case, the decision is valid even if it is rendered after the expiry of this time limit.

16.25 The decision of the arbitrator shall be final, binding and enforceable on all parties. It must be executed with the least possible delay.

16.26 Limits on Arbitration

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. Nor shall the arbitrator have the power to give any decision inconsistent with the terms of this Agreement. However, the arbitrator shall not be prevented by a technical error from hearing a grievance and rendering a decision.

16.27 Contesting Dismissal

If a Member wishes to contest their dismissal, they, within ten (10) working days of the receipt of the notice referred to in Article 8.14, shall write to both the Corporation and the Association to require these bodies to choose an arbitrator to serve as an Arbitration Board.

Exceptionally, the Member and the Corporation may agree to replace the arbitrator with a three-person Board. The three-person Board shall consist of one individual nominated by the Corporation, one nominated by the Member concerned, and a chairman selected from the arbitrators named in Article 16.22 according to the procedures set out in the Article.

Upon writing to the Member informing them of the motives for dismissal, the Corporation may, by written notice for stated cause, relieve the Member of some or all of their University duties until the Arbitration Board has made its decision.

16.28 A complete transcript of the Board's proceedings shall be kept at the Corporation's expense and copies shall be provided to the Corporation, the Member and the Association.

16.29 The Board shall issue a written decision, which contains findings of fact, reasons, and conclusions as to the adequacy of the alleged cause. The written decision shall be forwarded to the Corporation, the Member concerned, and the Association. The decision of the Board shall be final and binding on the Member and the Corporation.

In its decision the Board shall declare:

- a) that adequate cause for dismissal has not been shown and that any suspension in effect shall be rescinded,
- or*
- b) that adequate cause for dismissal has been shown.

In the event the decision is (a) above, the Board may rule that no record of any suspension shall show in the Member's personal files and the Board may decide that any part of the salary withheld shall be paid in part or in full.

16.30 In the event that the Board finds adequate cause for dismissal, and in the event that the Board makes a ruling concerning a tenured Member's salary and pension, the Board shall not rule continuation of the Member's salary and the contributions to their pension beyond a maximum of one

year from the date of the Board's decision. The Board may make any additional recommendations that it deems just and equitable in the circumstances.

16.31 In the event that the Board finds adequate cause for dismissal, and in the event that the Board makes a ruling concerning the salary and pension of a Member on probation, the Board shall not rule continuation of the Member's salary and the contributions to their pension beyond a maximum of six (6) months from the date of the Board's decision. The Board may make any additional recommendations that it deems just and equitable in the circumstances.

16.32 Expenses

In cases where the arbitrator confirms that the Corporation has breached the Member's Academic Freedom or the Corporation has discriminated against the Member, the costs of the Arbitration shall be borne by the Corporation. In all other cases, costs shall be shared equally between the parties. The parties shall assume the costs of their own legal advice.

17.00 CHANGES IN THE SIZE AND COMPOSITION OF THE FACULTY FOR ACADEMIC REASONS

17.01 Senate is responsible for preparing and recommending to the Board of Governors plans and policies for the academic development of the University, including recommendations regarding the size of the Faculty and the distribution of members among the Departments within the budgetary limits determined by the Board of Governors, unless a state of financial exigency is declared in accordance with Article 18.

17.02 Notwithstanding the Board of Governors' general supervisory powers as stipulated in 17.01 above and the Statutes of Bishop's University, the Board of Governors may decide only on recommendation of Senate to amalgamate or close departments or programmes or to reduce the number of positions in a department or programme, if as a consequence a member or members become redundant. In this case, the matter shall be referred to a Joint Corporation - Association Committee (JCAC) for implementation.

17.03 The JCAC shall be composed of two persons appointed by the Association and two persons appointed by the Corporation. The quorum shall be all four members.

17.04 The JCAC shall meet within fourteen (14) days of the Corporation decision. The function of the JCAC is to implement the Corporation decision by determining which member(s) will become redundant. In its deliberations it shall take into account the qualifications and abilities of the members concerned, and the possibility of redeployment in another department or programme, transfer to an administrative post with or without retraining, early retirement, or finally termination of appointment. Only appointments of probationary members may be terminated under this Article.

17.05 The JCAC must consult fully with all parties concerned. It must hear the member concerned, if they so wish. It shall keep minutes of its meetings. It shall make decisions within three months, and communicate in writing, its decision to the Corporation, the Association, the member and Department concerned, and the Senate. Decisions of the JCAC are subject to the grievance and arbitration procedures of this Agreement. The grievant must submit their grievance in writing directly to the chairperson of the Joint Committee within fifteen (15) days of receipt of the decision of the JCAC.

17.06 In the case of a member holding a probationary appointment and declared redundant under Article 17.04, the JCAC shall choose one of the following courses of action:

- a) Redeployment in another department or programme.
- b) Transfer to an administrative post within the University.

- c) Retraining for redeployment in another department or programme.
- d) Retraining for redeployment in an administrative position at the University.
- e) Termination of employment with compensation.

17.07 In the case of termination of a probationary appointment under 17.06 (e), the Corporation must give twelve (12) months notice by June 30th for termination on June 30th of the following year, or twelve (12) months salary in lieu of such notice. An additional compensation of one month's salary for each year of full-time service at Bishop's University shall be paid by the Corporation. The monthly salary shall be computed on the basis of the member's salary during their final year of employment, and the above compensation shall be paid in a lump sum or taken in instalments at the member's option.

17.08 A tenured member who is declared redundant under Article 17.04 must be offered one of the following options:

- a) Redeployment in another department or programme.
- b) Transfer to an administrative post at the University.
- c) Retraining for redeployment in another department or programme.
- d) Retraining for redeployment in an administrative position at the University.
- e) Early retirement, if the member is within five (5) years of normal retirement date.

17.09 If early retirement is offered, the pension shall be calculated according to Article 20.05. The pension shall be received immediately on retirement and will not be actuarially reduced.

17.10 If the tenured member does not accept the offer within thirty (30) days of its receipt, and if they wish to remain in the University's employment, the case is automatically submitted to arbitration in order to determine whether, given the existing circumstances, their refusal is well founded.

If the arbitrator concludes that the member's refusal is well founded, the member maintains their employment at the University as long as another offer is not made by the JCAC. Once another offer is made the same procedure is repeated.

If the arbitrator concludes that the member's refusal is not well founded, the member must accept the offer within fifteen (15) days of receiving a copy of the decision or else their employment is terminated at the end of the following academic year with financial compensation of one year's salary.

17.11 A member who is redeployed or transferred under Articles 17.06 and 17.08 into another academic programme or Department shall continue to receive their full salary, together with all increases and benefits to which they would be entitled under this Agreement in their previous position.

17.12 A tenured member who is redeployed or transferred under Article 17.08 into an administrative post shall continue to receive their full salary, together with all increases and benefits to which they would be entitled under this Agreement, and shall continue to maintain all rights and privileges of tenure.

17.13 A probationary member who is redeployed or transferred under Article 17.06 b) and d) shall be governed by the normal terms and conditions for the post. However, if transferred back into an academic department or programme, their previous academic service will be applied in accordance with the terms of the Agreement.

17.14 A member given leave for re-training shall receive full salary and benefits during such leave and the provisions of articles 9.32, 9.33, and 9.34 shall apply. The Corporation shall pay all charges incurred in such re-training.

17.15 Provisions of Articles 18.14 to 18.20 will apply *mutatis mutandis* for members declared redundant under Articles 17.06 and 17.08 a), b), c) and d).

18.00 FINANCIAL EXIGENCY

18.01 Financial exigency denotes a continuous and extreme financial crisis that cannot be met through routine measures.

18.02 It is agreed that a state of financial exigency shall not be declared until the Corporation and the Association have jointly made representation to the Government of Quebec in an attempt to obtain whatever funds are required to avert a state of financial exigency.

18.03 The Board of Governors, believing that a state of financial exigency exists, shall impose a halt to hiring new employees at all levels, and shall form with the Association a Budgetary Commission whose initial task shall be to determine whether or not a state of financial exigency does indeed exist and so report to the Board of Governors. The official announcement of financial exigency shall be made by the Board of Governors only on the advice of the Budgetary Commission. The Budgetary Commission shall have complete access to relevant records for the purpose of determining whether financial exigency exists.

18.04 The Budgetary Commission shall consist of two representatives appointed by the Board of Governors and two representatives appointed by the Association.

18.05 The Budgetary Commission shall be charged with identifying sources of financial difficulty and recommending to the Board of Governors means to alleviate these difficulties. Such recommendations shall include but are not limited to: fiscal management of the University, deficit financing, new initiatives in increasing revenues, termination of non-academic appointments of library, athletics, and administrative staff, early retirement, redeployment or termination of the appointments of members.

18.06 The Budgetary Commission shall consult fully with the Senate, the Board of Governors, and the Association.

18.07 All documents and minutes of the Budgetary Commission shall be forwarded to the Senate, the Board of Governors, and the Association, along with its recommendations.

18.08 The Board of Governors shall decide, on recommendation of the Budgetary Commission, any reduction in the amount assigned to the total faculty salary budget, and the Budgetary Commission shall determine which members are to be affected by this reduction.

18.09 With the academic advice of Senate pertaining to the size and distribution of the Faculty necessary to retain the viability of Bishop's University, the Budgetary Commission, after full consultation with affected members, shall specify, giving detailed reasons in writing for its specifications, those members whose appointments are to be terminated for reasons of financial exigency, those members who are to be redeployed and/or retrained, and those members who shall retire early.

Articles 17.12 to 17.15 inclusive shall apply to a member who is to be redeployed or retrained for reasons of financial exigency. Early retirement shall be offered under the conditions specified in Article 17.09.

A tenured member whose appointment is to be terminated for reasons of financial exigency shall receive:

- a) six (6) months' notice and twelve (12) months' salary,
and
- b) one (1) month's salary for each of the first nine years since the member's appointment as a faculty member at Bishop's University,
and
- c) two (2) months' salary for each of the subsequent nine years.

Appointments of tenured members aged fifty (50) years or over and with more than eighteen (18) years service at Bishop's University shall not be terminated for reasons of financial exigency.

A member whose appointment is terminated for reasons of financial exigency shall have the following additional option regarding their equity in the pension plan: transfer of their contributions, plus an equal contribution from the Corporation, plus interest at the accepted rate, into a Registered Retirement Savings Plan of their choice.

18.10 Any terminations for reasons of financial exigency which might occur shall be only for the purpose of meeting the financial exigency and only to the extent required by financial exigency.

18.11 The provisions of Article 17.07 for termination of probationary appointments shall also apply to termination of such appointments for reasons of financial exigency.

18.12 Should a member whose appointment is terminated because of financial exigency wish to grieve their selection, they may do so under the grievance and arbitration provisions of this Agreement.

18.13 The Grievant must submit their grievance, in writing, directly to the chairperson of the Joint Committee within fourteen (14) days of receiving notification of the decision of the Budgetary Commission.

18.14 Recall
Member(s) whose appointments are terminated for reasons of financial exigency shall have the right of first refusal, for a period of four (4) years, of each and every position in their field(s) or related disciplines. Should more than one member be eligible for recall in the same or related discipline(s), decisions regarding recall shall be based on seniority of years of service at the University. Any such member shall have the right to grieve on any question regarding recall.

18.15 Any member to be recalled shall be notified by registered mail at their last known address. All members, whose appointments are terminated for reasons of financial exigency, and the Association shall be given notice, in writing, of all upcoming vacancies.

18.16 A member whose appointment is terminated for reasons of financial exigency shall be given one (1) month to decide whether they wish to be recalled, and shall be allowed up to one year to fulfil other employment commitments before resuming their duties.

18.17 Members to be recalled shall be entitled to seniority, tenure, sabbatical leave and progression in rank as if no lay-off had taken place.

18.18 A member whose appointment is terminated for reasons of financial exigency shall be eligible for free tuition for the following four (4) years.

18.19 During the four (4) year period any member(s) whose appointment is terminated under these provisions shall have access to the library. Use of other facilities may be subject to negotiation at the time of termination.

18.20 A member loses their right to recall after four (4) years, or when a member indicates in writing to the Corporation and the Association that they no longer wish to retain their right to be recalled, or when the member fails to reply to the notice referred to in 18.15 within one (1) month, or when the member refuses the offer contained in that notice.

19.00 SALARIES

19.01 Salary scales for the duration of this collective agreement will be based on the attached scales (see Appendices 1.1, 1.2, 1.3).

Appendix 1.1: Faculty Salary Scales as of July 1st, 2022: 4% increase over July 1st, 2021.

Appendix 1.2: Faculty Salary Scales as of July 1st, 2023: 2% increase over July 1st, 2022.

Appendix 1.3: Faculty Salary Scales as of July 1st, 2024: 2% increase over July 1st, 2023.

19.02 For promotion to a higher rank, after more than six (6) steps in the scales of assistant or associate professor, the increment shall not be less than that of the next step in the member's current rank.

19.03 Partial permanent appointments shall receive one fifth of the salary for the appropriate rank and step for each three credits of their regular teaching load.

19.04 The stipend of members who teach any three-credit course in addition to their regular teaching load or as assigned for payment in lieu of release shall be the amount as stipulated in Article 9.18

20.00 BENEFITS

20.01 The Corporation and the Association agree that all existing benefits be applicable to all members and shall remain in force except insofar as they are modified and/or extended by this Agreement.

20.02 Pension Plan

The Corporation and the Association agree to maintain the Pension Committee constituted in accordance with the relevant Legislation and the provisions of the Pension Plan.

The Pension Committee will look after the administration of the Pension Plan. This will include investment policies of the fund, analysis of investment returns, analysis of actuarial valuations. The Committee will also establish procedures which will make it possible to inform all participants of the Plan, of their interest in it, and of the general status of the Plan. The Pension Plan may not be amended without the written agreement of the Association and the Corporation.

20.03 Improvements to the Pension Plan

The Parties commit to an annual discussion of plan improvements (Past and Current Component) and shall assess annually the possible costs related to the payment of indexation to retired members. This meeting shall be held after the Pension Committee AGM, with actuaries of both Parties and that of the Pension Plan present.

Improvements to the Plan are subject to the agreement of the parties and to consideration of the continued financial health of the Pension Fund.

20.04 The Association and Corporation agree that Members holding temporary appointments under Article 6 will not participate in the Full time Pension Plan. These Members will be eligible to participate in the University's Simplified Pension Plan.

Should such a Member be subsequently hired for a tenure-track appointment, they shall be allowed to buy back previous years of appointment.

20.05 Retirement

The Pension Plan text outlines the terms of Normal Retirement, Optional Retirement, Early Retirement, and Postponed Retirement.

20.06 Gradual Retirement

Gradual Retirement will be available at the option of members who will have accumulated at least twenty-five (25) years of pensionable service and will be sixty (60) or will have obtained the ninety (90) factor at the time of retirement.

A Member who is receiving benefits from the Pension Plan is not eligible for Gradual Retirement.

An eligible Member must apply to the Principal in writing three (3) months before their Gradual Retirement Agreement (GRA) is to begin.

Members must sign a formal agreement to retire fully at the end of the period of gradual retirement (a maximum of three years).

The terms of a three-year GRA are as follows:

- i) A Member shall agree to retire from their full-time faculty position as of June 30 or Dec 31 in year three of the GRA:
- ii) Year One Gradual Retirement: Members receive two (2) course releases
- iii) Year Two Gradual Retirement: Members will receive three (3) course releases
- iv) Year Three Gradual Retirement: Members will receive three (3) course releases
- v) Senior Instructors with a normal teaching load of twenty-one (21) credits per year will receive an additional course release in each of the GRA's three years noted above.
- vi) Article 10 Sabbatical, Article 9.32 Research Leaves, Article 9.33 "Perfectionnement," and Article 9.28 Leave of Absence Without Salary, will cease to apply during the period of GRA.
- vii) A Member will receive one hundred (100%) percent of their salary

20.07 Group Life Insurance

During the term of this Agreement, the Corporation shall pay 50% of the premium on this policy and the member shall pay the remaining premium. The Maximum Life Insurance will be \$500,000.

20.08 Long Term Disability

Members shall pay one hundred percent (100%) of the premium under this policy.

20.09 Health Insurance

The Corporation shall pay 100% of the costs of the health plan, including the extended benefits.

20.10 Dental Plan

As of July 1 2024, the Corporation will share the cost of the Dental premiums with the Member. The co pay agreement is seventy (70%) paid by University and thirty (30%) paid by the Member.

20.11 There shall be a Joint Committee consisting of two (2) representatives from the Association and two (2) representatives from the Corporation for the ongoing review of group insurance plans.

20.12 Campus Housing

When a house on campus becomes available, it shall be assigned to a full-time Member who wishes to rent a campus house for their own use, based on seniority in years of service at Bishop's. Notwithstanding the above, should the University require one or more of the houses to be utilized for other purposes, the APBU may agree given adequate consultation. The rental charged for these houses shall be increased annually on July 1st by the same percentage as the increase given to the salary scale.

The Corporation shall maintain Campus houses in good habitable condition throughout the term of the lease.

The houses located at 3 and 4 Harrold Drive will be used for general University purposes.

The house located at 5 Harrold Drive is the Principal's residence.

The house located at 5 MacKinnon Drive may be used for faculty office space until more permanent arrangements are made to solve academic space shortages on campus.

20.13 Fines

The Corporation agrees that the scale of fines in force as of the date of ratification of this Agreement in respect of violation of (a) parking regulations, and (b) library regulations, shall not be changed during the life of this Agreement. Except for the fines specified herein, there shall be no additional fines imposed.

20.14 Parking

Parking fees are established by the Corporation after consultation with the University Parking Committee.

20.15 Liability Insurance

The Corporation shall maintain sufficient liability insurance to indemnify and save harmless members from any civil action or claim which might be brought against any member for any act or omission arising out of and during the course of the performance of duties required by their office, position, or employment.

20.16 Free Tuition

All members and annuitants and their dependents, and the dependents of former members, now deceased, shall be entitled to free tuition for all credit courses offered by Bishop's University. Dependents of a member are defined as their spouse and those children of the member for whom the member could claim income tax allowances.

20.17 French Courses

In the interests of increasing bilingualism within the University, the Corporation agrees to fund suitable French language courses which are offered in the area, to a maximum of \$40,000 per annum.

20.18 Sports Center

As per recommendation of the Wellness Committee, Members shall benefit from no less than an additional 25% reduction (in addition to the "Sherbrooke Resident" reduction) on individual and family memberships to the Sports Center.

21.00 EXPENSES

21.01 Travel and Accommodation Expenses

A member who travels on University business shall be entitled to claim and receive all reasonable and actual expenses in the following manner:

a) For travel expenses up to six hundred (600) kilometres from Bishop's University, a member may, at their choice, travel by car and receive an allowance of not less than forty-five (45) cents per kilometre. A member may also travel by bus, rail, or air (economy class) from Montreal and receive actual cost, including an allowance for travel to Montreal and taxis, if necessary, at their destination. For journeys exceeding six hundred (600) kilometres, an allowance shall be paid for car travel or actual bus or rail fares for travel to Montreal, together with economy class air travel from Montreal to the destination, and any costs of taxis at the destination.

Members travelling to teach overload courses at locations outside of the Lennoxville campus shall receive a travel allowance from Lennoxville to that location as per article 21.06 of the Contract Faculty collective agreement.

b) Actual hotel expenses shall be reimbursed at full cost on submission of receipts.

c) The member will receive a daily subsistence allowance of sixty dollars (\$60). Members who are acting as hosts of visitors on official business to Bishop's University may exceed these limits and recover full and actual costs of meals.

21.02 Moving Expenses

a) To assist in the moving of personal and household effects and travel costs for a member, spouse and children, the Corporation shall pay to all new probationary or tenured members the actual moving costs up to a maximum total of four thousand dollars (\$4,000). If a probationary or tenured member leaves the University before the end of the second year they shall reimburse the corporation fifty percent (50%) of the amount received as moving expenses.

b) For members hired under 6.01 c), the Corporation shall pay up to one thousand dollars (\$1,000) towards actual moving costs upon hire and an additional one thousand dollars (\$1,000) per additional year of employment at Bishop's, up to a maximum of three thousand dollars (\$3,000). Should such a

member later be hired under 6.01 a) or b), any moving expenses already paid to this member will be deducted from the total allowed in 21.02 a).

21.03 Conference and Professional Expenses

The Corporation expects the members to attend learned and professional conferences and therefore shall make available a sum in each fiscal year (May 1 – April 30) for each member towards the cost of travel to and accommodation at learned or professional conferences and for the payment of professional expenses allowable by tax regulations.

a) The sum shall be two thousand and five hundred dollars (\$2,500)

Proportionate sums of money based on course loads shall be granted to partial permanent members, and based on the portion of the year under employment for those members beginning a position or retiring from a position during the year.

A member may at their choice accumulate this sum of money for a period of 3 years.

b) In addition to the sum of two thousand and five hundred dollars (\$2,500) named in 21.03.a, whenever a member presents a paper at a conference, the Member's costs, including any related membership and conference fees, will be reimbursed by the University, to a maximum of five hundred dollars (\$500) upon submission of valid expense receipts to the Business Office. A paper delivered at a "conference" refers to a presentation at a recognized meeting of academics. Such a meeting will normally be organized by an academic society. The paper should have been announced in a written program and a written abstract should be available. The paper must be presented by the member at the conference. A paper can include a poster session.

This compensation may also be paid to members for the public display of their creative and artistic works.

22.00 INFORMATION TECHNOLOGY

A Joint Committee, composed of two representatives from Corporation and two from the Association, shall be established to determine policies in the area of information technology impacting Articles 23.00 (Privacy and Campus Surveillance), 7.00 (Evaluation) and 15.00 (Continuing Practices) of this Agreement.

23.00 PRIVACY AND CAMPUS SURVEILLANCE

23.00 The Corporation and the Association agree that the Corporation must justify the surveillance of any Member and the introduction of any type of surveillance devices onto the University campus.

23.01 Notwithstanding 23.01, the Corporation and the Association agree that the safety of faculty, staff, students, and the general public may require the diminution 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, walkways, building entrances, exits and hallways. Any area subject to such surveillance must be identified by a posted notice to that effect.

The Corporation shall provide the Association with annually updated information on the number of cameras and general location (building, floor and department) of all known video-monitoring devices in the workplace used for the purpose of general safety and security.

23.02 Video cameras, audio recorders or other monitoring devices which are used for surveillance purposes shall not be placed in the University's classrooms, workspaces, or laboratories without the Association's consent. No surveillance devices shall monitor inside Members' offices without the consent of the Members involved. Any area subject to such surveillance must be identified by a posted notice to that effect.

23.03 Information obtained through surveillance devices shall not be used against Members at any time unless such information constitutes evidence in an investigation into criminal activity or in an investigation of intimidation, harassment, or sexual violence.

Information used for such purposes shall be secured, treated as confidential, and used only in accordance with this Agreement or as may be legally required.

23.04 Information obtained through surveillance devices shall not be used in any evaluation of a Member's teaching or research performance, in any renewal, tenure, or promotion proceeding.

24.00 BUDGETARY ADVISORY GROUPS

The Corporation and the Association agree that there will be full involvement of the members in the preparation of the operating and capital budgets of the University. It is therefore agreed that two members nominated by the Faculty Council will serve on the Finance Committee and two on the Sustainable Development Committee of the Board of Governors.

25.00 CORRESPONDENCE

All correspondence between the Association and Corporation arising out of this Agreement shall be dealt with at the Faculty and Librarian Joint Committee. Where written notice is specified in the Agreement, the Member's 'ubishops' e-mail address will be deemed adequate means, and the APBU will be copied.

26.00 AMENDMENTS TO THE BISHOP'S UNIVERSITY ACT

The Corporation agrees to consult the Association on any proposal to amend provincial statutes concerning Bishop's University.

27.00 STATUTES OF BISHOP'S UNIVERSITY

27.01 The Corporation agrees to consult the Association on any proposal to amend the existing Statutes of Bishop's University.

Notwithstanding the above, no changes shall be made in the Statutes, which affect the powers and functions of Senate as reflected in this Agreement, without the consent of Senate.

27.02 If revisions to the Statutes are required because of conflicts with this Agreement, the matter shall be referred to the Joint Committee which shall recommend the necessary changes to the Statutes.

27.03 The Corporation and the Association agree to abide by the Statutes insofar as they do not conflict with this Agreement.

27.04 Where any conflict exists between the Statutes and this Agreement, the Provisions of this Agreement shall be used and not the conflicting provisions of the Statutes.

28.00 BINDING NATURE OF AGREEMENT

The terms and conditions of this Agreement shall, during the life of this Agreement, be binding upon the heirs, successors, transferees, or assignees of the Corporation and the Association.

29.00 COPIES OF THE AGREEMENT

29.01 The Corporation agrees to prepare copies of this Agreement and any and all appendices thereto in both English and French, within sixty (60) days of ratification. They will also provide free of charge to the Association twenty (20) printed copies of the Agreement, ten (10) copies in French, and ten (10) copies in English, and agree to post both versions of the Agreement on the HR section of the University website.

29.02 The Corporation agrees to provide each newly appointed member with a copy of the Agreement in the member's preferred language (English or French) at the time of appointment.

29.03 After ratification of the Agreement by Association membership and the Board of Governors, the English and French versions of the Agreement shall be signed simultaneously by the authorized representatives of the parties.

29.04 Where there exists any contradiction between the English and French versions of this Agreement, Memoranda of Agreement, or Letters of Intent, the language in the English version shall supersede and govern the terms of the contract.

30.00 TERM AND DURATION OF AGREEMENT

30.01 This agreement shall be binding and remain in effect from July 1, 2022 to June 30th, 2025. The Agreement shall remain in force and bind the parties until such a time as a new agreement is signed between them.

30.02 This Agreement shall have no retroactive effect except where otherwise stipulated in said Agreement.

31.00 CHANGES IN AGREEMENT

Any changes in or amendments to this Agreement deemed necessary during the life of this Agreement may be made by written agreement between the Association and the Corporation and filed in accordance with the provisions of the Labour Code.

32.00 JOINT COMMITTEE FOR ADMINISTRATION OF THE AGREEMENT

32.01 A Joint Committee consisting of two (2) representatives of the Association and two (2) representatives of the Corporation shall be established within fourteen (14) days of the ratification of this Agreement. Either party may at any time, but with fourteen (14) days written notice, replace any of its representatives.

32.02 Functions

Without prejudice to the functions and responsibilities of the various duly constituted bodies of the University, the Joint Committee shall concern itself with the following general matters:

- a) the administration of the Agreement
- b) the timely correction of conditions which may give rise to misunderstandings and grievances
- c) the fulfilment of all tasks, implicitly or explicitly assigned to joint committees in this Agreement and required to bring into effect and implement the provisions of this Agreement.

Nothing in the foregoing shall prevent the parties from agreeing to expand on a parity basis the Joint Committee, or to form sub-committees thereof in order to expedite the administration of this Agreement.

32.03 Procedures

The Joint Committee shall meet as necessary. Either the Association or the Corporation may call a meeting on seven (7) days written notice. The parties shall exchange agendas at least forty-eight (48) hours prior to any meeting. All members of the Joint Committee must be present to constitute a quorum. Any settlement reached by the Joint Committee shall, when initialled by all the committee members, constitute Memoranda of Agreement between the parties.

32.04 The Association and the Corporation shall with no undue delay provide each other with such information as is necessary for the performance of the various functions assigned to the Joint Committee.

APPENDIX 1

APPENDIX 1.1

2022-2023

#	LECTURER	#	ASSISTANT SEN. INST.	#	ASSOCIATE	#	FULL
1	63674						
2	65704						
3	67733						
4	69761	1	79594				
5	71790	2	82130				
6	73818	3	84665				
7	75510	4	87202				
8	77200	5	89737				
9	78891	6	92273				
		7	94388	1	95795		
		8	86501	2	98614		
		9	98614	3	101430		
		10	100726	4	104249		
		11	102840	5	107066		
				6	109884		
				7	112700	1	116929
				8	115519	2	120450
				9	118335	3	123970
				10	121155	4	127495
				11	123970	5	131016
				12	126790	6	134536
				13	128903	7	137356
				14	131016	8	140173
				15	133130	9	142990
				16	135241	10	145807
				17	137356	11	148625
				18	139468	12	151444
						13	154259
						14	157075
						15	159892

APPENDIX 1.2

2023-2024

#	LECTURER	#	ASSISTANT SEN. INST.	#	ASSOCIATE	#	FULL
1	64947						
2	67018						
3	69088						
4	71156	1	81186				
5	73226	2	83773				
6	75294	3	86358				
7	77020	4	88946				
8	78744	5	91532				
9	80469	6	94118				
		7	96276	1	97711		
		8	98431	2	100586		
		9	100586	3	103459		
		10	102741	4	106334		
		11	104897	5	109207		
				6	112082		
				7	114954	1	119268
				8	117829	2	122859
				9	120702	3	126449
				10	123578	4	130045
				11	126449	5	133636
				12	129326	6	137227
				13	131481	7	140103
				14	133636	8	142976
				15	135793	9	145850
				16	137946	10	148723
				17	140103	11	151598
				18	142257	12	154473
						13	157344
						14	160217
						15	163090

APPENDIX 1.3

2024-2025

#	LECTURER	#	ASSISTANT SEN. INST.	#	ASSOCIATE	#	FULL
1	66246						
2	68358						
3	70470						
4	72579	1	82810				
5	74691	2	85448				
6	76800	3	88085				
7	78560	4	90725				
8	80319	5	93363				
9	82078	6	96000				
		7	98202	1	99665		
		8	100400	2	102598		
		9	102598	3	105528		
		10	104796	4	108461		
		11	106995	5	111391		
				6	114324		
				7	117253	1	121653
				8	120186	2	125316
				9	123116	3	128978
				10	126050	4	132646
				11	128978	5	136309
				12	131913	6	139972
				13	134111	7	142905
				14	136309	8	145836
				15	138509	9	148767
				16	140705	10	151697
				17	142905	11	154630
				18	145102	12	157562
						13	160491
						14	163421
						15	166352

MEMORANDUM OF AGREEMENT 2023 / 02

Memorandum of Agreement #2, 2022-2025 Collective Agreement

20.05 Early Retirement, Plan A and Plan B, of the Collective Agreement for Faculty (July 2016 - June 2020/June 2022) will be extended until June 30, 2025. These benefits will expire at the end of this agreement (June 30, 2025). Members who are eligible during the term of this agreement and wish to avail themselves of either benefit Plan A or Plan B must formally communicate their intention to the Principal before June 30, 2025.

Plan A

a) Early retirement under this plan will be available at the option of members who are sixty (60) years of age and who have accumulated at least twenty-five (25) years of pensionable service at this University, or for whom the sum of age and years of service is at least ninety (90).

b) A pension calculated in accordance with Article 6.03 of the Pension Plan payable immediately upon retirement without any actuarial reduction.

c) The following bridge benefit will be paid from the date of early retirement to the date of attainment of age 65):

21% of final average earnings not exceeding final average Yearly Maximum Pensionable Earnings (YMPE), plus,
31% of final average earnings in excess of final average YMPE, subject to a maximum equal to .2% of final average YMPE multiplied by the years of service at retirement, and to a maximum of the total of Quebec Pension Plan and Old Age Security pension payable at age 65.

The bridge benefits will be indexed in accordance with Provincial and Federal increases in the Quebec Pension Plan and the Old Age Security pension.

These pension payments will be charged to the pension fund. Any decreased pension payments required by actuarial reduction to the bridging benefits for members who are not sixty (60) years of age, or who have not accumulated thirty (30) years of pensionable service or who do not meet the "rule of eighty (80)" (age plus years of pensionable service) will be borne by the University.

d) A retiring allowance will also be paid according to one or other of the following scales:

Table One

Age	60 or factor*	61 90	62	63	64
Years of Pensionable Service		% of Final Salary			
25	100	80	60	40	20
26	105	84	63	42	21

27	110	88	66	44	22
28	115	92	69	46	23
29	120	96	72	48	24
30	125	100	75	50	25
31	130	104	78	52	26
32	135	108	81	54	27
33	140	112	84	56	28
34	145	116	87	58	29
35+	150	120	90	60	30

* That is, for those reaching the ninety (90) factor below the age of sixty (60).

Table Two

For those who have met the early retirement eligibility under this section prior to January 1, 2013, a retiring allowance will be paid according to the following scale for those years of pensionable service prior to January 1, 2013:

Age					
	55-60	61	62	63	64
Years of Pensionable Service Prior to January 1, 2013		% of Final Salary			
15	50	40	30	20	10
16	55	44	33	22	11
17	60	48	36	24	12
18	65	52	39	26	13
19	70	56	42	28	14
20	75	60	45	30	15
21	80	64	48	32	16
22	85	68	51	34	17
23	90	72	54	36	18
24	95	76	57	38	19
25	100	80	60	40	20
26	105	84	63	42	21
27	110	88	66	44	22
28	115	92	69	46	23
29	120	96	72	48	24
30	125	100	75	50	25
31	130	104	78	52	26
32	135	108	81	54	27
33	140	112	84	56	28
34	145	116	87	58	29
35+	150	120	90	60	30

e) Payment of the retirement allowance will be made by the University.
Plan B

f) Early retirement under this plan will be available at the option of members who will have accumulated at least twenty-five (25) years of pensionable service and will be sixty (60) at the time of retirement. The earliest that members can opt for the full three-year option of Plan B is age fifty seven (57) and the latest that a member can opt for the full three-year option of Plan B is age fifty seven (57).

g) Members taking Plan B must sign a formal agreement to retire fully at the end of a maximum four-year period after signing on for this plan. In the last year(s) of service (to a maximum of three) the University agrees to pay the member 111.6% of the salary level of the member as determined by this agreement. The pension is then calculated in accordance with Article 6.03 of the Pension Plan payable immediately upon retirement without any actuarial reduction.

h) The Sabbatical (Article 10), Research (Article 9.32), “perfectionnement” (Article 9.34) and leave without salary clauses (Article 9.29) of the Collective Agreement will cease to apply during the period of Partial Retirement.

i) Members who opt for Plan B will not be eligible to receive Retiring Allowances, but will receive the bridging benefit as described in Article 20.05 c) until they attain the age of 65.

MEMORANDUM OF AGREEMENT 2023 / 03

The Corporation and the Association agree that all letters of intent (LOFIs) signed after June 30, 2022 and the following LOFIs previously signed by both parties are carried over to the Full-Time Faculty Collective Agreement and remain in force.

90/04

11/14

13/01F

17/08

17/22

18/14

22/03

22/04

MOA 13/01

MEMORANDUM OF AGREEMENT 2023 / 04

April 4, 2023

Pending ratification of the 2022-2025 Collective Agreement, the Corporation and the Association agree to suspend until July 1, 2025, the implementation of the new language in the 2022-2025 Collective Agreement in the following Articles:

- Article 9.12.b.iii
- Article 9.15.e
- Article 9.15.f

During the time that the new language in those Articles is suspended, the following language will apply instead:

9.12 b) Teaching load (based on course credits; one lab equivalent to 1.5 credits) will be one of the following and will always be established based on the level of scholarly and creative activity (pro-rated for partial appointments):

iii) Regular full-time appointments

a) Regular full-time appointment: 15 credits per year

b) Regular full-time appointment in their first year: 12 credits per year

c) Regular full-time appointment who is a Principal Investigator (PI) with annual funding from a recognized research funding agency: 9 credits in the first and subsequent odd years, 12 credits in the second and subsequent even years

d) Regular full-time appointment who is a Principal Investigator (PI) with major funding (\$250K+) from a recognized research funding agency: 9 credits per year

e) Canada Research Chair; Chercheur/Chercheuse-Boursière: 6 credits per year

9.15 e) Honours Theses

Supervision of a student's undergraduate Honours thesis shall be compensated at 1/10 of a three (3)-credit course stipend or release per student, for a maximum of six (6) credits per student.

9.15 f) Graduate Supervision

Instruction of graduate courses or supervision of graduate theses for graduate students registered at Bishop's University shall be compensated in the manner defined below.

i) For every three (3) credits of graduate courses taught: 1/10 of a course stipend or release per student. Three-credit graduate courses with ten or more students shall be considered as a course in a Member's regular load.

ii) Notwithstanding 9.15.f.i., for the supervision of theses at the Master's level, the supervisor will receive compensation following successful defence of the thesis, at the rate of 1/10 of a stipend or release for each three (3) credits supervised, to a maximum of one (1) stipend or release per graduate student.

A supervisor can claim a maximum of two (2) course stipends or releases per year for this purpose. In an emergency situation, this limit may be exceeded, but only on recommendation of the Chair and only by agreement of the Joint Committee.

In cases of co-supervisions, each supervisor shall receive half the normal compensation.

Members whose department does not offer a graduate program and who supervise a graduate student enrolled at another institution may receive compensation from that student's home institution.

Note that only full 3-credit course releases can be claimed. The member shall have the option to take the course release with a guaranteed replacement.

Signatures

For the Corporation:



Hull, Kerry (Member, Negotiating Team)
Dean of Science
Interim Associate Vice Principal Research

For the Association:



Brophy, Gregory (Chief Negotiator)
Faculty, English

MEMORANDUM OF AGREEMENT 2023 / 05

April 4, 2023

The Corporation and the Association agree to the creation of a parity committee on Research Workload to consider new structures for organizing, recognizing and compensating academic workload for faculty research, graduate and honours supervision, and the teaching of graduate-level courses.

These new workload structures shall take account of:

- the University's strategic research objectives;
- the need to support research-active faculty and the training of graduate research students;
- a realistic costing of workload measures and a recognition of the university's financial constraints; and
- the University's strategic enrolment goal calling for an increase in the scale of graduate programs and its number of graduate students.

The committee shall consist of no more than six (6) people, with three (3) to be named by the Corporation and three (3) to be named by the Association.

Signatures

For the Corporation:

For the Association:



Hull, Kerry (Member, Negotiating Team)
Dean of Science
Interim Associate Vice Principal Research

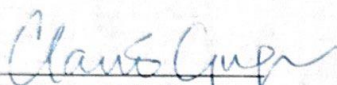


Brophy, Gregory (Chief Negotiator)
Faculty, English

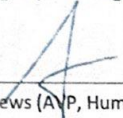
SIGNATURES

SIGNATURES

For the Corporation:



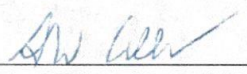
Claire Grogan (Chief Negotiator)



Nick Andrews (A/P, Human Resources)

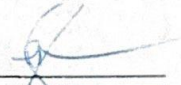


Kerry Hull (Dean of Science)

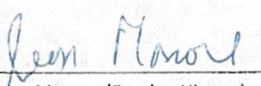


Andrew Webster (VP, Academic & Research)

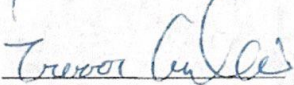
For the Association:



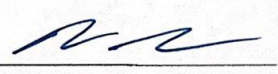
Gregory Brophy (Chief Negotiator)



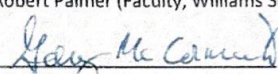
Jean Manore (Faculty, History)



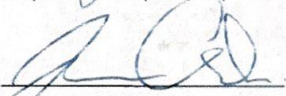
Trevor Gulliver (Faculty, School of Education)



Robert Palmer (Faculty, Williams School of Business)



Gary McCormick (Librarian)



Jamie Crooks (APBU President)

Date: May 10, 2023