



COLLECTIVE AGREEMENT FOR LIBRARIANS

BISHOP'S UNIVERSITY

JUNE 30, 2022 – JULY 1, 2025

Collective Agreement - Librarians

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1.00 PREAMBLE

The Association des Professeurs/seures de Bishop's University, Librarians' Section and the Corporation of Bishop's University recognize 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 recognized that the efficient fulfillment of these purposes requires the University community to apply the soundest intellectual judgments and ethical ideals in its own practices and in the nurture and care of its own resources. The Association 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 university librarians, in matters covered by this Agreement, in order that the purposes of the University may be achieved.

2.00 DEFINITIONS

2.01 "Corporation"

means "Bishop's University", which was incorporated under the name "Bishop's College" by the Act 7 Victoria, chapter 49 and amendments thereto.

2.02 "APBU"

for the purposes of this agreement, "APBU" shall mean both the Faculty and the Librarian sections of the Association des professeurs/eures de Bishop's University.

2.03 "Association"

means the Association des Professeurs/seures de Bishop's University, Librarians' Section.

2.04 "Member"

means an employee as defined in the Labour Code and covered by this agreement in accordance with the Certificate of Fusion issued by the Bureau du Commissaire général du travail of the Province of Québec, dated November 12, 1992.

2.05 "Full-time Member"

means any employee who regularly works the number of hours as defined in Article 12.00

2.06 "Part-time Member"

means an employee who on a regular basis, works a fixed number of hours which is less than the regular work week as defined in Article 12.00

2.07 "Academic year"

the words "Academic year" shall mean the period from July 1st of one year to June 30th of the following year.

2.08 "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.

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.

The employer acknowledges its responsibility to exercise its managerial functions in a manner that is fair and reasonable, and subject to the provisions of this collective agreement.

4.00 INTELLECTUAL FREEDOM AND INTELLECTUAL PROPERTY

4.01 Intellectual 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 intellectual freedom as expressed in the following statement.

Intellectual 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 nonviolent manner, and to criticize society at large. Specifically, and without limiting the above, intellectual freedom entitles Members to: (a) freedom in carrying out their activities as librarians; (b) freedom in pursuing research and scholarship and in publishing or making public the results thereof, and (c) freedom from institutional censorship. Intellectual freedom does not require neutrality on the part of the individual, nor does it preclude commitment on the part of an individual. Rather, intellectual freedom makes such commitment possible. The right to intellectual freedom comes with it the duty to use that freedom in a responsible way.

4.02 Intellectual Property

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.

4.03 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.

4.04 Copyrights

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.

4.05 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.

4.06 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.

4.07 Copyrights on Computer software

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

4.08 With the exception of the items designated in 4.05, 4.06 and 4.07 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.

5.00 RECOGNITION, RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

5.01 Recognition

The Corporation recognizes the Association as the sole official representative 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).

5.02 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.

5.03 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.

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

d) 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.

e) 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.

5.04 University Services

The Corporation agrees to provide without charge to the Association:

a) The use of McGreer 304 as an office, including the usual office furniture.

b) The use of suitable rooms for meetings of the Association according to established procedures for the reservation of rooms.

c) 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 library correspondence. These services shall be supplied at the Association's expense and shall be billed as necessary.

5.05 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 .

5.06 A Member is required to join the Association as a condition of employment.

5.07 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 are 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.

5.08 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 and salaries of all the Members;
- b) a list of recently appointed Members, with their status and salaries, and copies of all accepted letters of appointment;
- c) cost of benefits;
- d) actuarial reports of the Pension Plan.

5.09 The President of the APBU, if they are a university librarian, shall have a right to a reduction of one third (1/3) of the normal thirty-five (35) hour weekly workload per academic year while in office. This reduction of workload shall not create any additional responsibility or work for the Members of the bargaining unit.

5.10 Release time

The Corporation agrees to release one Member of the Association to engage in contract negotiations with the Corporation.

5.11 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.

5.12 Leaves from the bargaining unit

If a Member leaves the bargaining unit in order to assume an administrative position, they may return to their former position or its equivalent within their area of expertise, without loss of any rights under this collective agreement that they would have acquired had they not taken the administrative position.

5.13 The service of a Member to committees or other bodies of the Association, the APBU, the CAUT and/or FQPPU and/or to Joint Committees established by this agreement shall be considered in performance evaluation, promotion and/or permanence.

5.14 After consultation with the University Librarian, a reasonable amount of time shall be granted to the designated representative of the Association to attend Executive meetings of the APBU and engage in any other activities required by the position. The Representative of the Association shall give reasonable notice before engaging in the activity and such activity shall not interfere with the librarian's professional primary responsibilities.

6.00 APPOINTMENTS

6.01 Authority to fill a vacancy in the full or part-time professional library staff is granted by the Corporation on recommendation of the University Librarian. When a librarian position becomes vacant or a new position is to be requested, the librarian Members shall put forth to the University Librarian a proposal outlining the type and rank of appointment that is to be filled. This proposal will then be discussed at a meeting of all the librarian Members and the University Librarian.

6.02 The University Librarian shall take the final proposal forward to the Vice-Principal Academic & Research.

6.03 The University Librarian shall report back to the librarian Members on the decision of the Vice-Principal Academic & Research. All reasonable efforts shall be made to fill vacancies promptly, in accordance with 12.06.

6.04 An Appointments Committee shall be struck consisting of the University Librarian and three (3) librarian Members, nominated by the librarian Members.

6.05 The Committee shall be chaired by the University Librarian. All Committee Members must be present to transact business.

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

6.06 After formal consultation with the Appointments Committee the advertisement for the position shall be prepared by the University Librarian. The advertisement must make clear the needs which the Corporation wishes to meet in authorizing the appointment. A copy of the advertisement shall be sent to the Association.

6.07 The University Librarian must submit all postings to the office of the Vice-Principal Academic & Research before distribution.

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

6.08 Applications will be addressed to the University Librarian who shall be responsible for preparing a complete set of applications received together with all supporting documentation. The Committee shall then meet and establish a short list of applicant(s).

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

i) the primary criterion for appointment is academic and professional excellence, and that this criterion shall take into account the diverse experiences of applicants and the many forms that scholarship can take;

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.

6.10 The Chairperson of the Committee shall arrange for interviews of the 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.

6.11 At the close of its deliberations, the Appointments Committee shall submit to the Vice-Principal Academic & Research a report containing a list of those candidate(s) it deems best qualified for the post in order of priority with supporting documentation. The Appointments Committee shall also recommend the appropriate salary step for each candidate. The name(s) of the candidate(s) shall be transmitted by the University Librarian to the Vice-Principal Academic & Research.

The Principal will make the offer to the chosen candidate.

6.12 In the event that the Vice-Principal Academic & Research does not agree with the list prepared by the Appointments Committee, the Vice-Principal Academic & Research shall meet with the Committee in order to try to reach agreement. If no resolution can be reached a regular appointment shall not be made at that time. 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 eight months. Following this, the search procedure shall begin anew.

6.13 In exceptional circumstances the Appointments Committee may recommend to the Principal that permanence be granted upon appointment, as recommended by the Committee on Librarians Evaluation, Promotion and Permanence.

6.14 Each new Member shall receive a letter of appointment from the Principal, a copy of which shall be forwarded to the Association and to the Chair of the Appointments Committee. The letter will include only:

- a) the date upon which the appointment takes effect;
- b) the date upon which the appointment terminates, if applicable;
- c) the kind of appointment as defined in Article 8.01, the step in rank and all other information concerning salary scales and economic benefits;
- d) the section of the Library to which the Member will be attached;
- e) any other recommendations of the Appointments Committee which are not conditions of the appointment;
- f) information concerning any mandatory training (Prevention of Sexual Violence, Prevention of Harassment, Equity Training etc.)

Special conditions of employment other than those in this Agreement must be approved by the Association.

6.15 Any Member who believes that their relevant education and experience has been improperly calculated may petition within thirty-six (36) months of their hire date for a reassessment of step at the Joint Committee. 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.

6.16 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.

6.17 A temporary, non-permanent, limited term appointment of extreme urgency and a maximum duration of eight (8) months may be made without advertisement at the discretion of the University Librarian after consultation at a meeting which shall include all available librarian Members.

6.18 Library Administrators

The Corporation and the Association agree that there will be full involvement and consultation of the librarian Members in the creation of future library administrative appointments and in the selection of Library administrators. The Search Committee for a University Librarian will include two (2) Members of the Association.

6.19 Employment of Non-Members

The Corporation agrees not to hire non-Members of the Association to perform the duties of Members.

7.00 PERMANENCE

7.01 The probationary period of new Members will be 120 working days within a one-year period. The Corporation reserves the right to terminate the appointment at any time during the probationary period following a recommendation by the University Librarian in consultation with the Committee on Library Evaluation, Promotion and Permanence (CLEPP).

7.02 The probationary Member is entitled to all benefits of this Agreement, unless otherwise specified. However, in case of dismissal, they do not have the right to the grievance procedure.

7.03 A librarian shall be considered for permanence in the third year of their appointment with permanence. A Member shall submit a request to the University Librarian before September 30th of the academic year in which they are eligible to be awarded permanence. The CLEPP shall meet to conduct business within fifteen (15) working days of receipt of the request by the Member.

7.04 The CLEPP shall make recommendations to the University Librarian concerning the renewal of a non-permanent appointment and/or the awarding of permanence.

7.05 The CLEPP shall consist of:

- a) The University Librarian, who shall act as Chairperson.
- b) The Vice-Principal Academic & Research (or designate).
- c) Three Members.

7.06 Permanence may be awarded only if recommended by the CLEPP.

7.07 Permanence will be granted only if the librarian has a Master's degree in Library and/or Information Science from an ALA or CLA accredited library program or its equivalent in the discipline, and if it has become clear that they have demonstrated that the performance of their professional responsibilities is of a high quality.

7.08 Method of procedure of the CLEPP:

- a) All Members must be present to transact business.

- b) Any motion shall be formally voted on and to carry shall require at least four affirmative votes. All votes of the CLEPP shall be recorded.
- c) The CLEPP shall give seven days' notice in writing to the Member concerned that their case is to be considered by the Committee with a statement of the nature of the case.
- d) A Member who is a candidate for review shall be invited to meet at least once with the Committee before it makes its decision.
- e) the CLEPP shall keep minutes of all its meetings;
- f) the CLEPP shall consider only evidence concerning the following criteria:
 - g) professional qualifications, experience and activities;
 - h) performance of their professional responsibilities;
- i) The CLEPP shall post a notice inviting submissions in writing from every Member and faculty Members concerning each Member to be considered by the CLEPP. No anonymous submissions shall be considered. The CLEPP 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.
- j) If the CLEPP reaches a negative preliminary recommendation, it shall inform the Member of its recommendation within seven (7) days and provide them with a written statement of all the reasons. 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 evidence, and to be accompanied by counsel of their choice. The Member may require any other individual who has made a submission to the CLEPP concerning their case to meet jointly with the Committee and the Member being evaluated. Not more than fourteen (14) days following notification of the preliminary recommendation shall be allowed for the use of these procedures by the Member.
- k) The Committee shall, after further consideration of all evidence, reach a final recommendation, and within twenty-one (21) days of the notification of the Member of the preliminary recommendation, so inform the Member, the University Librarian and the Association in writing with a final and total statement of reasons for this recommendation.
- l) The Committee shall base its decision on the criteria listed in Article 9.00, on the evidence presented pursuant to this Article, and on material contained in the Librarian's official file with the University.
- m) Within (15) days of the notification of the final recommendation by the CLEPP, the University Librarian shall inform the Member of their decision.
- n) If the decision of the University Librarian is contrary to a positive recommendation of the CLEPP, they shall give a statement of reasons for the decision to the CLEPP, the Member and the Association.

- o) In the event of a negative recommendation of the CLEPP, the University Librarian must concur with the CLEPP recommendation and so inform the Member and the Association.
- p) If the University Librarian does not advise the Member of their decision within fifteen (15) days of receipt of the recommendation of the CLEPP, then that recommendation shall become the decision of the University Librarian.
- q) A Member who is not satisfied with the decision may grieve the decision in accordance with Article 16.06 and 16.00. The grievance shall be heard by an arbitration board.
- r) The arbitration board shall consist of one assessor appointed by the Association and one assessor appointed by the Corporation. Those assessors must be in the same area of expertise as the grieving Member.
- s) By agreement of both parties, an arbitrator shall be appointed as chairperson of this arbitration board. The power of the board shall be the same as defined in Article 16.00.
- t) The parties will bear the costs of their representatives and will share equally the costs of the Chairperson of the Arbitration Board.

8.00 RANKS AND APPOINTMENTS

8.01 Appointments for librarians shall be of three kinds:

- a) Full-time appointments with permanence: permanent appointments for an unlimited term, which can only be acquired or terminated according to the provisions of this Agreement;
- b) Part-time appointments with permanence: appointments for an unlimited term with responsibility to work less than a full-time load but not less than one-half (1/2) that full-time load and to assume correspondingly fewer professional responsibilities. Such appointments can only be acquired or terminated according to the provisions of this Agreement;
- c) Non-permanent, limited term appointments: appointments of an exceptional nature. These appointments will be specified in the agreement. They are for a stated term that cannot exceed a total of three consecutive years. They carry no implication that the appointee is on probation or a candidate for an appointment with permanence.

8.02 Criteria for library appointments

The principal criteria for appointment to positions at Bishop's University are academic and professional excellence. To be appointed as a university librarian, an individual must have:

- a) an appropriate bachelor's degree and a Master's Degree in Library and/or Information Science from a graduate CLA or ALA-accredited program, or equivalent qualifications in the discipline.

b) potential to perform the duties assigned.

8.03 Ranks of Librarians

a) Librarian I

This is the beginning career level. It assumes little or no previous experience.

b) Librarian II

This is the intermediate career level. It requires sufficient relevant experience (usually two years) as a librarian, or a 2nd Master's degree in an area appropriate to the needs of the University.

c) Librarian III

This is the career level to which all librarians should aspire and have access. It requires proven ability to perform at a high professional level and appropriate experience.

d) Librarian IV

This is the rank reserved for those who make outstanding contributions to the profession and/or academic community.

8.04 Duties and Responsibilities

The principal responsibility of librarians is to support the academic work of the University by developing, maintaining, and providing access to the Library's resources, while remaining responsive to technological development and to users' needs. In addition, librarians are expected to develop their professional knowledge, engage in research and scholarly activities, and may be asked to participate in the administration of the Library by the University Librarian. Librarians should also participate on library and other university, academic or professional committees to the extent that such other involvement does not prevent the librarians from fulfilling their principal responsibility.

8.05 University Librarian Absence

When the University Librarian is absent from the University, a librarian will assume responsibility for all operational aspects of the Library, including attendance at Senate and University Board meetings as an observer in order to represent the Library if required.

a) If the University Librarian is absent for five consecutive days or more, a stipend of 4% of the Member's gross salary will be paid to the librarian who assumes these responsibilities. The Executive Secretary to the University Librarian will report the number of days the librarian assumes such duties to the Business Office for retroactive payment.

b) If the University Librarian is absent for a period exceeding one month, an appropriate stipend will be worked out between the Corporation and the Association and agreed upon at Joint Committee by means of a Letter of Intent.

9.00 PROMOTION

9.01 The CLEPP shall evaluate each Member for promotion.

9.02 A CLEPP Member shall not hear their own case or that of a Member of their family, but shall stand down and let an alternate serve.

9.03 The method of procedure of the CLEPP shall be the same as outlined in Article 7.00 (Permanence). The criteria for promotion shall be dependant on rank, as outlined in Article 9.05. A Member shall submit a request for promotion before September 30 of the year in which they are eligible for consideration. The CLEPP shall meet to conduct business within thirty (30) working days of receipt of the request by the Member.

9.04 A Member shall not be evaluated during a year in which they are on leave of absence without salary.

9.05 Promotion

a) Librarian I to Librarian II

Schedule

The librarian at the rank of Librarian I is normally considered for promotion to Librarian II during the second (2nd) year at the rank of Librarian I.

Criteria

Evaluation criteria shall include demonstrated competence in the position as defined by the individual's job description, and also the ability to work independently and make professional decisions. If applicable, administrative knowledge and capability, demonstrated in personnel management and budget planning, shall be taken into account. Contributions to the goals of the organization of which the library is a part (e.g., participation on university committees) shall be taken into consideration.

b) Librarian II to Librarian III

Schedule

The librarian at the rank of Librarian II may request consideration for promotion to the rank of Librarian III in the fifth (5th) and subsequent years at the rank. Promotion to Librarian III normally shall occur during the librarian's sixth (6th) year in rank. In the case of exceptional competence and performance, the onus of which is on the librarian to demonstrate, promotion may be granted after the third (3rd) or fourth (4th) year in rank. The result of the consideration for promotion shall be either to grant or deny promotion.

Criteria

The evaluation shall pay particular attention to ensure there has been successful fulfillment of duties and responsibilities as defined by the individual's job description, wherein the individual has demonstrated progress over the performance level expected for the rank of Librarian II. Contributions to the goals of the Library/University and also to the advancement of the profession through participation in professional

associations and related activities also shall be considered. Contributions to the goals of the organization of which the Library is a part (e.g., participation on University committees) shall be taken into consideration.

c) Librarian III to Librarian IV

Schedule

Promotion to the rank of Librarian IV is reserved for those who make outstanding contributions to the profession and/or the academic community. The candidate at the rank of Librarian III may request consideration for promotion to Librarian IV in the seventh (7th) and subsequent years at the rank of Librarian III. The candidate must request consideration in writing, and must demonstrate evidence of exceptional performance and outstanding contribution to the profession and the academic community. The result of the promotion consideration shall be either to grant or deny promotion.

Criteria

Criteria for evaluation shall include consistently excellent performance as Librarian III at Bishop's University or at an equivalent level at another institution. The Member shall have demonstrated continuing growth in ability to work independently, to contribute any new ideas and to accept a large amount of responsibility in defining and fulfilling the scope of job assignments. These qualities may be expressed in bibliographical, administrative, collection development, or other activities performed by librarians. A candidate's professional activities may be entirely within the library system of the home institution, or may extend to contributions to outside organizations and publications. In addition, significant contributions to the advancement of the profession, research and scholarship shall be demonstrated.

For promotion to Librarian IV, the CLEPP shall consist of at least one librarian at the rank of Librarian IV, or its equivalent, chosen by the Members.

9.06 Promotions may not be made other than in accordance with a recommendation made by the CLEPP as outlined in Article 7.00 (Permanence).

9.07 Requests for accelerated promotion should be made before Oct 15th and be accompanied by supporting evidence. The CLEPP must determine if accelerated promotion is warranted. The procedure outlined in Article 9.03 and 9.06 shall also apply in this case.

10.00 DISCIPLINARY MEASURES

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.

10.01 Due Process

A Member accused of misconduct shall have the protection of due process outlined in this Article until such alleged misconduct is established.

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 of the Faculty Collective Agreement).

10.02 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 10.13, 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:

- a. Letter of Concern
- b. Letter of Reprimand
- c. Suspension
- d. 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 twelve (12) months 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 twelve (12) months 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 twelve (12) months 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 twelve (12) months 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 Member with Permanence 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 Permanence, nor termination for reasons of financial exigency (Article 20.00), nor termination for reasons of redundancy (Article 19.00), constitutes dismissal.

10.03 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.

10.04 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.

10.05 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.

10.06 The Corporation shall initiate disciplinary actions by requesting in writing that the Member concerned meet with the University Librarian 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.

10.07 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.

10.08 Disciplinary sanctions must be imposed within twenty-five (25) working days of the incident which gives rise to the measure, or of the 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.

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

10.10 Administrative Suspension

Notwithstanding 10.01, 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, written notification 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 10.05.

10.11 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.

10.12 All Letters of Concern and Letters of Reprimand become null and void after twelve (12) months and shall be removed from the Member's file.

All Notices of Suspension become null and void after twelve (12) months 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.

10.13 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.

10.14 If no satisfactory solution is reached or if the Member fails to appear at the meeting provided for in Article 10.13 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 10.13, 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.

10.15 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.

10.16 If the Member wishes to contest the dismissal, they, within ten (10) working days of the receipt of the notice referred to in Article 10.14, 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.

10.18 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.

11.00 HOLIDAYS AND VACATIONS

11.01 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, and any other day proclaimed as a holiday by the Corporation.

In addition, the Winter holiday break shall consist of not less than the day preceding Christmas Day to New Year's Day inclusive.

After consultation with the University Librarian and providing that it does not interfere with the normal functioning of the department Members may observe their religious holy days.

11.02 Vacations

After 12 months of service Members are entitled to twenty-one (21) working days vacation in each academic year up to and including fourteen (14) years of service. A Member with less than 1 year of service on July 1st is entitled to 1 3/4 days for each completed month of work for the Corporation, to a maximum of twenty-one (21) working days.

Members working less than full-time (i.e., less than thirty-five (35) hours per week) will be entitled to vacation time according to the following formula:

Vacation time in days = number of hours worked per week x 21 divided by 35.

11.03 Members shall be entitled to twenty-two (22) days of vacation after fifteen (15) years of service, twenty-three (23) days after twenty (20) years of service, and twenty-four (24) days after twenty-five (25) years of service.

11.04 A Member who, over the course of a year, has been absent for any of the following reasons will accumulate vacation credits as follows:

Sickness:

A Member who is absent from work by virtue of the provisions of the Sick Leave and Long-Term Disability Plan will accumulate vacation credits during the first six (6) consecutive months of their absence.

Work Accident:

A Member who is absent from work by virtue of a work accident will accumulate vacation credits during the first twelve (12) consecutive months of their absence.

Parental Leave:

A Member will accumulate vacation credits during their parental leave.

Unpaid leave greater than one month:

A Member will be entitled to vacation credits on a pro-rated basis according to the number of months worked.

A Member who is sick more than three (3) days during their vacation and who provides the Corporation with a Doctor's certificate may postpone the remainder of their vacation, upon agreement with the University Librarian, either to the end of their incapacity or to a later date agreed upon with their immediate supervisor.

11.05 The dates of vacation of the Member will be determined by agreement among the Members taking into account:

- Each Member's seniority at the University.
- the preference expressed by each Member
- the needs of the department.

The Member shall inform the University Librarian of the date of commencement and end of their vacation.

12.00 HOURS OF WORK AND WORKLOAD

12.01 The hours of work of librarians shall be thirty-five (35) hours per week. Since the Library recognizes the policy of flexible hours, these hours shall be scheduled fairly and equitably in accordance with the needs of the job after agreement with the University Librarian.

12.02 The parties agree that any time commitment in excess of a normal professional load is overtime. Overtime shall be approved by the University Librarian. The Member may refuse such overtime.

12.03 Approved overtime worked in excess of the regular work week of thirty-five (35) hours from Monday to Saturday shall be compensated at the Member's regular hourly rate including administrative stipends, if applicable, up to thirty-five (35) hours per week and at time and a half for any other overtime hours. Approved overtime worked on Sundays and holidays shall be compensated at double time. Members will have the option of being compensated for this overtime in time off.

12.04 The workload of each Member shall be determined by the University Librarian in a fair and reasonable manner following consultation with the Member concerned, with due regard for:

- a) what is appropriate and reasonable for librarians;
- b) the requirements and priorities of the Library and the Library section, if any, concerned;
- c) the librarian's abilities and specific areas of expertise.

12.05 Reduced work loads

A Member may, with the consent of the University Librarian, undertake a reduced workload. The Corporation will not refuse such a request without valid reason and refusal shall be accompanied by a written statement outlining these reasons.

The nature of the reduction, the term of the reduction, the percentage of the salary of record to be paid, and the notice required before the Member can revert to a full workload, are to be established by the agreement of the University Librarian and the Member. A copy of this agreement shall be forwarded to the Association.

12.06 Librarian Members who permanently leave the Library shall be replaced by a professional librarian on a full-time basis within two years. Prior to that, a contract librarian will be appointed within six (6) months for the fall and winter semesters.

13.00 LEAVES

13.01 Political leave

A Member may, without prejudice to their University position, be a candidate for political office. They shall be entitled to unpaid leave of not more than thirty-five (35) working days.

If elected during a provincial or federal election, a Member is given unpaid leave of absence for the duration of their first term of office. Upon their return the Corporation will reinstate the Member into their former position or its equivalent within their area of expertise.

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 the University Librarian that the responsibilities of the office will not interfere with their performance of full or part-time academic or professional duties.

13.02 Compassionate leave

A Member may arrange with the University Librarian a planned or emergency leave of one (1) month or less, with full salary and benefits. Permission for such leave shall not be unreasonably withheld.

13.03 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.

13.04 Sick leave

- a) Members will be allowed eleven (11) working days *per annum* of paid sick leave for illness or disability. This leave can also be taken to fulfill obligations relating to the care or health of the member's child or the child of the member's spouse, or because of the state of health of the member's spouse, father, mother, brother, sister or one of the employee's grandparents. In any such case the Corporation reserves the right to require a medical certificate.
- b) If a Member is absent from their duties because of illness or accident for more than five (5) consecutive working days, they shall be entitled to Short-Term Disability during which they receive full salary and 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 University's Long-Term Disability Plan. In any such case the Corporation reserves the right to require a medical certificate.
- c) A Member on sick leave shall continue to accumulate seniority and service.

13.05 Court Leave

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

13.06 Leave of Absence without Salary

In cases not covered by this agreement, a regular Member who, for valid reasons, wishes to obtain an unpaid leave must make a written application to the University Librarian. The Corporation will not refuse such a leave without a valid reason.

The duration of an unpaid leave will not generally exceed a twenty-four (24) month period.

Except in the case of agreement or provision to the contrary, a Member on unpaid leave is not entitled to the benefits described in this agreement, however, if the Member requests to continue their Health benefits and pension plan for the duration of their unpaid leave, the Member will be required to pay the Employee contributions for both programs and the Corporation will continue to pay the Employer contributions.

13.07 Maternity, Paternity and Parental Leaves

The provisions of Article 13.07 shall apply to those Members who are eligible and apply for Quebec Parental Insurance Plan (QPIP) benefits for Maternity, Paternity or Parental Leave:

13.07.1 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 13.07.1a), a Member shall receive from the Corporation

- i) An amount equal to the difference between the QPIP Maternity benefits she receives as per the Plan she has 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 13.07.1b) i)

c) 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 their nominal earnings for the period of their leave.

13.07.2 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 13.07.2 a) shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.

13.07.3 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 (5) continuous weeks of leave with full salary and benefits.

b) During the period of Partner Parental Leave as specified in Article 13.07.3 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 twelve (12) hours per week workload reduction for a period of four months in lieu of the five weeks' Partner Parental leave outlined in Article 13.07.3 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.

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

a) On the occasion of the birth of a child, 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 13.07.4 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) for the last three (3) weeks of the 35 week period, 100% of their nominal salary;
- iii) 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 13.07.4 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.

13.07.5 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 13.07.5 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 13.07.5 b. i)

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 her nominal earnings for the period of her 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.

13.07.6 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.

13.07.7 General Considerations

a) During a Maternity, Paternity, Adoption and/or Partner 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 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 13.07.1.

e) The Member may add a fifteen (15) week extension to their 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 13.07.1.

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.

13.08 A Member shall leave a forwarding address with the University Librarian if they are to be absent from the University, with the exception of vacation periods, for more than one week.

14.00 LIBRARIAN'S LEAVE

14.01 Members are eligible for Librarian's Leaves subject to the acceptance of a satisfactory project.

The purpose of a Librarian's Leave is to serve the objectives of the University by enabling a Member to increase and improve their ability to perform their professional responsibilities to the University.

Librarian's Leave is a necessary means of enabling Members to maintain academic and professional excellence. Members have the responsibility to make effective use of their leave.

14.02 In order to qualify for a Librarian's Leave a Member must have their study project approved by the Committee on Library Evaluation, Promotion and Permanence (CLEPP).

- a) Librarian's Leave of one (1) year shall be available if the member has worked at least six (6) years since returning from their last Librarian's leave. Such a leave shall commence July 1st.
- b) Librarian's Leave of four (4) months shall be available if the member has worked at least two (2) years since returning from their last Librarian's leave.
- c) For any Librarian's Leave of a duration between four (4) months and one (1) year, the years of service since returning from their last leave shall be pro-rated.
- d) A member who has accumulated credit for more years than are required for a full-year Librarian's leave may apply a maximum of two (2) of those extra years toward their next full-year Librarian's Leave.

14.03 A librarian will be eligible to receive a leave pursuant to these Articles only if the CLEPP decides that the leave will significantly improve their ability to:

- (a) perform their duties in the operation of the Library, or
- (b) develop their professional knowledge and performance in the guidance of the academic work of faculty and students, or
- (c) contribute to librarianship or scholarship related to the needs of the University.

14.04 Members on Librarian's Leave shall receive all salary increases, increments in the salary scale, and benefits on the same basis as other Members serving at the University.

14.05 A Member who proposes to take a Librarian's Leave must make a request to the University Librarian, in writing, before September 30th of the academic year preceding that in which they propose to begin their leave.

The request shall be supported by a description of the work to be undertaken during the leave, including the duration of the leave, details of fellowships and travel grants received or applied for, and letters from any institutions in which the work is to be undertaken confirming that the necessary facilities will be made available to the Member.

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

The University Librarian shall forward the request to the CLEPP within fifteen (15) working days of receipt of the project along with their comments on the proposed project.

14.06 The CLEPP may recommend that no more than one Member per year go on Librarian's Leave.

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.

Denial of the leave may only be based only on the quality of the project and the pertinence to the criteria outlined in Article 14.03.

In the assessment and evaluation of candidates for Librarian's Leave, the criteria adopted shall not discriminate against the Member.

The CLEPP's decision shall be communicated to the Member before November 25th.

14.07 Members shall receive 90% of the full salary to which they are entitled during the period they are on Librarian's Leave.

Members taking their first Librarian's Leave at the University since July 1, 2014 shall receive 100% of the full salary to which they are entitled during the period they are on Librarian's leave.

Members proceeding on a Librarian's Leave of four (4) months up to nine (9) months duration shall receive 100% of their salary.

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.

Awards for travel expenses shall not be deducted.

14.08 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.

14.09 Members wishing to obtain permission to remain on campus and retain the use of their office during Librarian's Leave must substantiate such a request to the CLEPP as part of their Librarian's Leave project proposal.

14.10 Members returning from Librarian's Leave shall, within three (3) months of their return to the University, submit to the CLEPP a written report on the work accomplished during their leave. The Member's report must show that they have made effective use of their Librarian's Leave, according to the criteria set out in 14.03. Given that professionalization, research, and scholarship agendas are dynamic and fluid, Members are encouraged to explain the divergences between the work proposed and that accomplished. The Librarian's Leave report must be appended to the subsequent Librarian's Leave request.

The CLEPP shall determine if the report is acceptable or not and so report to the Member and the University Librarian within three (3) months of the report. In the case of a report which is not accepted by the CLEPP, the Committee will send a letter outlining their rationale to the Member and the University Librarian, who may contact the Member in order to provide any necessary formative support and mentoring in career and research development.

14.11 A Member on Librarian's 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.

14.12 Denial of such leave is grievable.

15.00 RELEASE TIME FOR RESEARCH

The University recognizes the importance of librarians' continuing development within the academic community and acknowledges that such activities bring benefits to and enhance the reputation of the University and the profession at large. The University agrees that Members are entitled to leaves for research, study, educational or other scholarly pursuits provided that such activities are in reasonable balance with a Member's obligations, duties, and responsibilities and do not interfere with the normal functioning of the Member's department(s):

a) research, study, educational and other scholarly pursuits are a normal part of an academic librarian's workload;

b) members have the right, to request release time from their regular duties for these pursuits;

c) a Member shall submit a written proposal on the nature, scope and time frame of his or her project to the Release Time Committee for recommendation to the University Librarian;

d) the Release Time Committee shall be composed of three librarian Members;

- e) a Member shall be entitled to request release time up to 8% of their normal workload in a year. Such leave may be taken all at one time or may be spread over a defined period of time;
- f) the timing of such leave shall be arranged with the University Librarian. It should be consistent with the Member's duties and responsibilities and not interfere with the normal functioning of the department. Denial of such leave shall be based upon the above-mentioned criteria and the quality of the project;
- g) the recommendation of the Release Time Committee shall be made to the University Librarian. The University Librarian shall forward within 5 working days to the Member and the Release Time Committee his or her decision. If the University Librarian fails to advise the Member within the prescribed limits, the recommendation of the Release Time Committee becomes the decision;
- h) such leave shall not be unreasonably denied and refusal shall be accompanied by written reasons;
- i) depending on the nature of the project, a Member may not be required to be present at the workplace during the research leave;
- j) the Member shall submit a written report to the Release Time Committee on completion of the project. The Committee shall determine if the report is acceptable or not and so report to the Member and the University Librarian within one month of receipt of the report. A report which is not accepted by the Committee shall be taken into account when the next research leave is considered;
- k) the results of such leave shall be considered in the Member's performance appraisal, promotion or tenure evaluations;
- l) a Member who is refused such a leave has the right to grievance.

16.00 GRIEVANCE AND ARBITRATION

16.01 Grievance

It is the firm desire of the parties that they should resolve all grievances or disputes equitably and as rapidly as possible.

Hereafter the word "grievance" denotes any disagreement arising from a supposed violation, misinterpretation, or misapplication of all of or 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.

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.

16.02 The APBU may make and submit a grievance on behalf of a Member or group of Members or all the Members or on behalf of the Association itself. In such case, the Association must abide by the procedure provided by article 16.04.

16.03 Informal Procedure

Normally, any Member or the Association having a problem concerning their working conditions which could give rise to a grievance or a dispute must discuss it with their immediate supervisor to resolve it if possible. The Member may be accompanied by their Association representative. If an informal discussion between the Member and their immediate superior does not succeed in resolving the problem, the Member and/or their Association may use the grievance procedure. However, the fact that this step is not taken does not remove the right to use this procedure.

16.04 Formal Procedure

First Step:

The Member must submit the grievance in writing to the University Librarian within 20 working days of the knowledge of the facts giving rise to the grievance, but not later than 6 months following the occurrence of the facts giving rise to the grievance, unless there are exceptional circumstances.

The University Librarian will reply in writing to the Association with a copy to the Member within 5 working days following receipt of the grievance.

Second Step:

A Member who is not satisfied with the University Librarian's reply, or if there is no reply within the time limit provided above, must submit the grievance in writing to the Principal or their representative within 10 working days from receipt of the reply by the University Librarian, or following the 5 day delay provided in Step 1.

Third Step:

A grievance which has not been resolved in Step 2 must be referred to arbitration within a maximum of 15 working days from receipt of the reply by the Principal or their representative, or following the 10 day delay provided for above if no reply is received.

16.05 The delays mentioned in this article are mandatory unless otherwise agreed in writing. Failure to comply with this renders a grievance null, void and illegal for the purpose of this agreement. However no technical irregularity shall prevent a grievance from being heard and judged on its merits

16.06 Notwithstanding article 16.05, the parties agree that in cases involving dismissal, alleged discrimination, promotion, permanence, evaluation, reclassification, the Association shall have the right to take the grievance directly to arbitration.

16.07 Arbitration

If the APBU wishes to submit a grievance to arbitration, it must advise the Corporation in writing within the delays specified in 16.06.

16.08 The parties agree to appear before a single arbitrator unless otherwise specified in this Collective Agreement. If the parties cannot agree to the choice of an arbitrator within 15 days after the request for arbitration, one or the other of the parties may demand that the arbitrator be designated by the Labour Department, in accordance with the provisions of the Labour Code.

16.09 In rendering a decision on a grievance, the arbitrator may not subtract from, add to, amend or modify any part of the collective agreement.

16.10 The decision of the arbitrator is enforceable and binding on the Corporation, the Association and the Member.

16.11 The fees and expenses of the arbitrator are divided equally between the parties.

17.00 PERFORMANCE EVALUATION

17.01 Every Member shall be evaluated each academic year by the University Librarian. The criteria for evaluation shall be based on the requirements for the Member's rank as outlined in Article 9.00 in accordance with the Member's workload.

17.02 The review will be conducted by June 30th and adjustments resulting from it will take effect from July 1st.

17.03 For the purposes of this article, Members on leave of absence for the entire year shall not be considered for evaluation.

17.04 Every Member shall provide the University Librarian head prior to the end of May each year with an addition to their curriculum vitae if necessary. They may also provide such other information, as they would like to have taken into consideration in their evaluation.

17.05 When an evaluation has been completed, a copy will be forwarded to the Member.

17.06 The Member may submit a written response to their evaluation. This response must be forwarded to the University Librarian within 10 working days of the date on which a copy of the evaluation was forwarded to the Member.

17.07 The Member may request a meeting with the University Librarian. This meeting shall be held within 10 working days of the receipt of the evaluation. The Member may be accompanied by counsel.

17.08 The University Librarian may recommend a bonus merit payment of \$2,000 when a Member's performance is judged to have been exceptional. At the Member's request the award may be deposited in the Member's conferences and professional expenses account (Article 24.00).

17.09 Notwithstanding the provisions of article 21.03, the University Librarian may recommend withholding one step in the salary scale when the Member's performance is judged to be inadequate.

17.10 The Member who is not satisfied with their evaluation has the right to grievance.

18.00 ACCESS TO FILES OF MEMBERS

18.01 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.

18.02 All files containing evaluative materials of a Member may be kept only by the office of the University Librarian. External letters of reference supplied by 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.

18.03 Members shall receive a copy of all material in their official personal file at the time of its inclusion in their file. 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.

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

18.05 No anonymous material other than aggregated statistical information which is recorded in evaluations as obtained by the procedures approved from time to time by the appropriate bodies shall be kept concerning any Member, unless specifically requested by the Member. 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.

18.06 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 of their representative(s).

18.07 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.

19.00 REDUNDANCY

19.01 Notwithstanding the Corporation's general supervisory powers and the Statutes, the Corporation may decide only on recommendation of the Board of Governors, after consultation with the University Librarian and the Association, to reduce the number of professional positions in the Library, in which case one or more Members may become redundant. In this case, the matter shall be referred to a Joint Corporation-APBU Committee (JCAC) for implementation.

19.02 The JCAC shall be composed of two persons appointed by the APBU and two persons appointed by the Corporation. The quorum shall be all four Members.

19.03 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 the JCAC shall take into account the qualifications, abilities and seniority of the Member(s) concerned, and the course of action and options defined in 19.05 and 19.07.

19.04 The JCAC must consult fully with all parties concerned. It must hear the Member concerned, if she/he so wishes. 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 the University Librarian. Decisions of the JCAC are subject to the grievance and arbitration procedures of this Agreement. The grievor must send a copy of their grievance directly to the Chairperson of the JCAC.

19.05 In the case of a Member holding a pre-permanence appointment and declared redundant under Article 19.03, the JCAC shall choose one of the following courses of action:

- (a) redeployment in another department of the Library.
- (b) transfer to a faculty position;
- (c) transfer to an administrative post within the University;
- (d) retraining for redeployment in another department or programme;
- (e) retraining for redeployment in an administrative position at the University;
- (f) termination of employment with compensation.

19.06 In the case of termination of a pre-permanence appointment under 18.05 f), 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 (1) 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 installments at the Member's option.

19.07 A Member with permanence who is declared redundant under Article 19.03 must be offered one of the following options:

- (a) redeployment in another department of the Library;
- (b) transfer to a faculty position;
- (c) transfer to an administrative post at the University;
- (d) retraining for redeployment in another department or programme;
- (e) retraining for redeployment in an administrative position at the University;
- (f) early retirement, if the Member is within five (5) years of normal retirement date.

19.08 If early retirement is offered, the pension shall be based on the Member's highest single annual salary, and the remaining years until normal retirement shall count in full as years of service in computing the amount of the pension. The pension shall be received immediately upon retirement and will not be actuarially reduced.

19.09 If the Member with permanence 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 (1) year's salary.

19.10 A Member who is redeployed or transferred under Articles 19.05 a), b) or c) or 19.07 a), b) or c) into another department or programme 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.

19.11 A Member holding a non permanent, limited term appointment, who is declared redundant under 19.03, shall have the right to complete their appointment if the time left in the appointment is one year or less or in the case where the time left is more than one year, the provisions of Article 19.06 shall apply.

19.12 If a Member is transferred back into a library department or programme, their previous professional service will be applied in accordance with the terms of the Agreement.

19.13 A Member given leave for retraining shall receive full salary and benefits during such leave and the provisions. The Corporation shall pay all charges incurred in such retraining.

19.14 Provisions of Articles 20.14 to 20.20 will apply mutatis mutandis for Members declared redundant under Articles 19.05 and 19.07 a), b), c), and d).

20.00 FINANCIAL EXIGENCY

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

20.02 It is agreed that a state of financial exigency shall not be declared until the Corporation and APBU 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.

20.03 The Corporation, believing that a state of financial exigency exists, shall impose a halt to hiring new employees at all levels, and shall form with the APBU a Budgetary Commission whose initial task shall be to determine whether or not a state of financial exigency does indeed exist and so to report to the Corporation. The official announcement of financial exigency shall be made by the Corporation 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.

20.04 The Budgetary Commission shall consist of two representatives appointed by the Corporation and two representatives appointed by the APBU.

20.05 The Budgetary Commission shall be charged with identifying sources of financial difficulty and recommending to the Corporation 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-professional appointments of the Library, athletics, and administrative staff, early retirement, redeployment or termination of the appointments of Members.

20.06 The Budgetary Commission shall consult fully with the Senate, the Corporation, and the APBU.

20.07 All documents and minutes of the Budgetary Commission shall be forwarded to the Senate, the Corporation, and the APBU, along with its recommendations.

20.08 The Corporation shall decide, on recommendation of the Budgetary Commission any reduction in the amount assigned to the total librarians salary budget, and the Budgetary Commission shall determine which Members are to be affected by this reduction.

20.09 Taking into account the size and distribution of the librarians necessary to retain the viability of the Library, the Budgetary Commission, after full consultation with the 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 19.11 to 19.15 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 19.08.

A Member with permanence 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 librarian 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 or 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.

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

20.11 The provisions of Article 19.06 for the termination of non-permanent appointments shall also apply to terminations of such appointments for reasons of financial exigency.

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

20.13 The grievor 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.

20.14 Recall

Members whose appointment 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. The Association shall have the right to grieve on any question regarding recall.

20.15 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, and APBU shall be given notice, in writing, of all upcoming vacancies.

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

20.17 Members to be recalled shall be entitled to seniority, permanence, librarian's leave and progression in rank as if no lay-off had taken place.

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

20.19 During the four (4) year period any Member whose appointment is terminated shall have access to the Library. Use of other facilities may be subject to negotiation at the time of termination.

20.20 A Member loses their right to recall after four (4) years, or when a Member indicates in writing to the Corporation and the Association, and APBU that they no longer wishes to retain their right to be recalled, or when the Member fails to reply to the notice referred to in Article 20.15 within one (1) month, or when the Member refuses the offer contained in the notice.

21.00 SALARIES

21.01 The librarians' salary scales shall be 89% of the equivalent rank and step of the faculty. As of July 1, 2023 the librarians' salary scales shall be 90% of the equivalent rank and step of the faculty.

Librarian I	3 steps (steps 4, 5, and 6 of the Faculty Lecturer scale)
Librarian II	11 steps
Librarian III	18 steps
Librarian IV	15 steps

21.02 LIBRARIAN SALARY SCALES

Salary for the duration of this collective agreement will be based on the following scales:
2022-2023

#	LIBRARIAN 1	#	LIBRARIAN 2	#	LIBRARIAN 3	#	LIBRARIAN 4
1	62087						
2	63893						
3	65698						
		1	70839				
		2	73096				
		3	75352				
		4	77610				
		5	79866				
		6	82123				
		7	84005	1	85258		
		8	85886	2	87766		
		9	87766	3	90273		
		10	89646	4	92782		
		11	91528	5	95289		
				6	97797		
				7	100303	1	104067
				8	102812	2	107201
				9	105318	3	110333
				10	107828	4	113471
				11	110333	5	116604
				12	112843	6	119737
				13	114724	7	122247
				14	116604	8	124754
				15	118486	9	127261
				16	120364	10	129768
				17	122247	11	132276
				18	124127	12	134785
						13	137291
						14	139797
						15	142304

2023-2024

#	LIBRARIAN 1	#	LIBRARIAN 2	#	LIBRARIAN 3	#	LIBRARIAN 4
1	64040						
2	65903						
3	67765						
		1	73067				
		2	75396				
		3	77722				
		4	80051				
		5	82379				
		6	84706				
		7	86648	1	87940		
		8	88588	2	90527		
		9	90527	3	93113		
		10	92467	4	95701		
		11	94407	5	98286		
				6	100874		
				7	103459	1	107341
				8	106046	2	110573
				9	108632	3	113804
				10	111220	4	117041
				11	113804	5	120272
				12	116393	6	123504
				13	118333	7	126093
				14	120272	8	128678
				15	122214	9	131265
				16	124151	10	133851
				17	126093	11	136438
				18	128031	12	139026
						13	141610
						14	144195
						15	146781

2024-2025

#	LIBRARIAN 1	#	LIBRARIAN 2	#	LIBRARIAN 3	#	LIBRARIAN 4
1	65321						
2	67222						
3	69120						
		1	74529				
		2	76903				
		3	79277				
		4	81653				
		5	84027				
		6	86400				
		7	88382	1	89699		
		8	90360	2	92338		
		9	92338	3	94975		
		10	94316	4	97615		
		11	96296	5	100252		
				6	102892		
				7	105528	1	109488
				8	108167	2	112784
				9	110804	3	116080
				10	113445	4	119381
				11	116080	5	122678
				12	118722	6	125975
				13	120700	7	128615
				14	122678	8	131252
				15	124658	9	133890
				16	126635	10	136527
				17	128615	11	139167
				18	130592	12	141806
						13	144442
						14	147079
						15	149717

21.03 Each Member shall automatically advance a minimum of one (1) step each year on the first (1st) of July.

21.04 Part-time appointees will be paid a proportional amount of the above scale, based on the number of hours-worked in relation to the regular workweek of thirty-five (35) hours.

21.05 Payment of salaries

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

21.06 A stipendiary payment of at least 4% of the Member's gross salary will be made whenever the Corporation requires Members to undertake administrative duties, according to the terms laid out in Article 8.05.

21.07 Any Member who transfers to another position within the bargaining unit shall retain salary, rank, permanence, years of service towards Librarian's Leave and all other benefits.

Any Member who is transferred by the Corporation to a position outside of the bargaining unit shall retain permanence and at least the same salary and benefits.

22.00 BENEFITS

22.01 The Corporation and the APBU agree that all existing benefits be applicable to all full-time and part-time Members and shall remain in force except insofar as they are modified and/or extended by this Agreement.

22.02 Pension Plan

For the purposes of this Agreement, the same provisions as apply in the APBU - Faculty Section - will apply to the Members of the Association.

22.03 Retirement

- a) The Pension Plan text outlines the terms of Normal Retirement, Optional Retirement, Early Retirement, and Postponed Retirement.
- b) The terms of the Gradual Retirement Agreement (GRA) for the librarians shall be the same as those outlined in Article 20.05.b of the Association of Professors at Bishop's University's Collective Agreement for Faculty, with two exceptions:
 - i) The two Course releases named in 20.05.b.ii shall be equivalent to the release of 1/3 of the Member's weekly hours in the first year of the GRA.
 - ii) The three course releases named in 20.05.b.iii and iv shall be equivalent to the release of 1/2 of the Member's weekly hours in the second and third years of the GRA.

22.04 Group Life Insurance

The Corporation pays 50% of the premium of the Group Life insurance Plan.

22.05 Long Term Disability

The Long-Term Disability Group Policy offers non-taxable payments of 2/3 salary after a waiting period of 16 weeks. The Member shall pay 100% of the premium under this policy.

22.06 Health Insurance and Dental Plan

a) A Health insurance Group Plan is maintained and entirely paid for by the Corporation.

b) The Librarian Members shall be included in the 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 percent (70%) paid by University and thirty percent (30%) paid by the Member.

22.07 Liability Insurance

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

22.08 Free Tuition

All Members and retirees and their dependents and the dependents of former Members, now deceased, are entitled to free tuition for all credit courses offered by the 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.

22.09 French Courses

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

22.10 Parking

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

22.11 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.

22.12 Entitlements to Retired Members

The following entitlements shall be granted to retired Members:

- a) free access to Library and information services;
- b) free access to the Sports Complex;
- c) free access to electronic mail;
- d) if available, a shared office with a reasonable amount of office furniture, a telephone and office supplies;
- e) free access to secretarial support, and audio-visual facilities, computing and duplicating services;
- f) free parking on campus;
- g) free access to the Cultural Series and to all productions and performances in the Centennial Theatre and Bandeen Hall;
- h) the right to apply for research grants;
- i) invitations to all University events, including Convocation;
- j) a Bishop's identity card;
- k) the status of Adjunct Librarian at the option of the retired Member.

23.00 HEALTH SAFETY AND SECURITY

The Corporation recognizes its responsibility to provide a healthy and safe workplace, 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) should any Member require special considerations for reasons of health (eg. 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;
- (d) the Corporation recognizes the rights of Members to have access to their offices and other workplaces at all times except in case of emergency.
- (e) Under the terms of 5.03 b), 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 University Librarian, and after advising the Association, relieve the Member of their 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 University Librarian 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 10 shall pertain.

Following the medical assessment, the Member will either be reinstated with any necessary accommodations or go on Sick Leave (as per Article 13.04).

24.00 CONFERENCE AND PROFESSIONAL EXPENSES

24.01 The Corporation encourages Librarians to attend learned and professional conferences and therefore shall make available a sum for each academic year for each member, towards the cost of travel, accommodation and registration for learned and professional conferences and for the payment of professional expenses allowable by tax regulations, including books, journals, periodicals or Membership fees.

a) The sum shall be two thousand and five hundred dollars (\$2500)

A Member may at their choice choose to accumulate this allowance for a period of 3 years.

b) In addition to the sum of two thousand and five hundred dollars (\$2,500) named in 24.01a, 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.

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

- a) Forty-five cents (\$0.45) per kilometre if they are using their vehicle.
- b) The actual cost of public transportation.
- c) Actual hotel expenses.
- d) A daily subsistence allowance of sixty dollars (\$60.00). 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.
- e) The above expenditures will be paid on production of original receipts, if applicable.

24.03 Moving expenses

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 full-time Members the actual moving costs up to a maximum of four thousand dollars (\$4,000)

If a full-time 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.

25.00 CONTINUING PRACTICES

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 and to carry out professional and research activities.

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
Assistance in preparing professional publications
Formatting of documents
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 librarians
Scheduling meetings and making room bookings
Assisting with class cancellations
Receiving exams from the Accommodations office
Managing a drop-box to receive student assignments
Posting events on the University calendar

v) Further Assistance:

Being listed as a contact person to relay departmental inquiries
Assembling documents for departmental-meetings
Storing and making available job candidates' dossiers to a hiring committee
Taking minutes at important departmental meetings
Managing postings on departmental bulletin boards
Assisting with internal forms and paperwork

b) Information Technology Service (ITS) support staff.

c) office and ancillary facilities such as instruction laboratories, including space to support private reflection and communication.

d) telephones.

e) supplies and equipment.

f) teaching aids and materials

g) markers.

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

25.02 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 individual needs.
- c) At the next and subsequent upgrades of library computer hardware, members may choose to be furnished with a computer device selected from the University standard options.
- d) No Member shall be reassigned to a different office without their prior agreement.

26.00 INFORMATION TECHNOLOGY

A Joint Committee, composed of two representatives from Corporation and two from the APBU, shall be established to determine policies in the area of information technology impacting Articles 27.00 (Privacy and Campus Surveillance), 17.00 (Performance Evaluation) and 25.00 (Continuing Practices) of this Agreement.

27.00 PRIVACY AND CAMPUS SURVEILLANCE

27.01 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.

27.02 Notwithstanding 27.01, 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.

27.03 Video cameras, audio recorders or other monitoring devices which are used for surveillance purposes shall not be placed in the University's classrooms, work spaces, 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.

27.04 Information obtained through surveillance devices shall not be used against Members at any time unless such information constitutes evidence 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.

27.05 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.

28.00 BUDGETARY ADVISORY GROUPS

For the purposes of this agreement, the same provisions as apply in the APBU - Faculty Section - will apply to the Members of the Association.

29.00 ADMINISTRATION OF THE COLLECTIVE AGREEMENT

29.01 The Corporation agrees that the administration, interpretation and resolution of disputes arising from this agreement shall be conducted with the APBU Faculty and Librarian Joint Committee.

29.02 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.

29.03 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.

29.04 Changes in Agreement

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

If any of the provision of this agreement becomes illegal under Provincial or Federal legislation, the parties agree to renegotiate and amend that provision.

29.05 Copies of the Agreement

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 ten (10) printed copies of the Agreement, five (5) copies in English and five (5) copies in French, and agree to post both versions of the Agreement on the HR section of the University website.

29.06 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.

29.07 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.

29.08 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 THE AGREEMENT

30.01 The Collective Agreement will cover a period of three (3) years commencing July 1, 2022 and ending June 30, 2025.

The Agreement shall remain in force and bind the parties until such a time as a new agreement is signed between them.

LETTER OF INTENT 2023/01 L

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 Librarian Collective Agreement and remain in force.

LOI 08.01
LOFI 98/L1

LIBRARIAN MOA 2023 / 01

Memorandum of Agreement #1, 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). Librarian 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

Years of Pensionable Service	60 or 90 factor*	Age			
		61	62	63	64
		% 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:

Years of Pensionable Service Prior to January 1, 2013	Age				
	55-60	61	62	63	64
		% 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.

SIGNATURES

SIGNATURES

For the Corporation:



Claire Grogan (Chief Negotiator)



Nick Andrews (AVP, Human Resources)

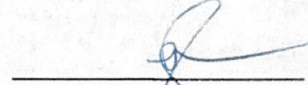


Kerry Hull (Dean of Science)

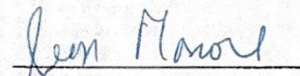


Andrew Webster (VP, Academic & Research)

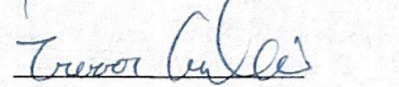
For the Association:



Gregory Brophy (Chief Negotiator)



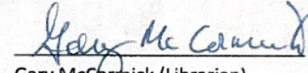
Jean Manore (Faculty, History)



Trevor Gulliver (Faculty, School of Education)



Robert Palmer (Faculty, Williams School of Business)



Gary McCormick (Librarian)



Jamie Crooks (APBU President)

Date: May 10 2023