



UNIVERSITÉ
BISHOP'S
UNIVERSITY

COLLECTIVE AGREEMENT FOR FACULTY

BISHOP'S UNIVERSITY

July 2012 - June 2015

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1.00 PREAMBLE

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

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

2.00 DEFINITIONS

2.01 "Corporation"

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

2.02 "Association"

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

2.03 "Member"

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

2.04 "Board of Governors"

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

2.05 "Senate"

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

2.06 "Academic Year"

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

3.00 MANAGEMENT RIGHTS OF THE CORPORATION

Subject to the provisions of this Agreement and to the provisions of the Statutes of Bishop's University, the Association acknowledges the right of the Corporation to operate and manage Bishop's University, and to exercise all the powers, authorities, rights, and privileges conferred on the Corporation of Bishop's University by the Act 7 Victoria chapter 49 and amendments thereto, or by any other Act or its regulations.

4.0 RECOGNITION, RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

4.01 Recognition

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

4.02 Representation

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

4.03 No Discrimination

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 any 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.

Physical or emotional inability to carry out his/her reasonable duties is not ground for dismissal, unless the Member has persistently and unreasonably refused medical or other appropriate treatment. A person so afflicted shall be granted leave for a maximum period of two (2) years, subject to the agreement of the Association, the Corporation and the Member. After consultation with the appropriate Dean, and after advising the Association, the Corporation, having reasonable grounds for belief that a Member is physically or emotionally unable to perform his/her duties, may relieve the Member of teaching and other duties for one semester pending medical advice, at which time an appropriate solution will be reached. The Corporation shall write to the Member concerned, giving

reasons for relief of his/her duties. During the period of such relief, the Member shall continue to receive full salary and other benefits.

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

4.04 University Services and Course Relief for Association Work

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

- Office number McG 304 including the usual office furniture.
- The use of suitable rooms for meetings of the Association according to established procedures for the reservation of rooms.

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

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

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

4.05 Access to the University

The Association shall have the right at any time to invite representatives of the Canadian Association of University Teachers (C.A.U.T.) and of the *Federation québécoise des professeures et professeurs d'université* (FQPPU) and legal counsel and other advisors to enter the University for the purpose of consultation with the Association. Such representatives and legal counsel shall be permitted to enter the University property for such consultations.

4.06 Dues Check-off

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

4.07 Dues remittance

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

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

4.08 Information

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

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

4.09 Resolutions and Reports of the Board of Governors

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

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

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

4.12 Service to the Association

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

4.13 Access during strikes or lockouts

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

4.14 Strikes or lockouts

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

4.15 Leaves from the Bargaining Unit

If a Member leaves the bargaining unit in order to assume an administrative position he/she may return to his/her appointment without loss of any rights under the Collective Agreement that he/she would

have acquired had he/she not taken leave. Each leave should be limited to a maximum of five (5) years, renewable once.

5.00 ACADEMIC FREEDOM

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

6.00 RANKS AND APPOINTMENTS

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

A) Appointments with tenure. Such appointments (full-time or partial - ie. not less than a fifteen (15) credit course load over a two year cycle) can only be acquired or terminated according to the provisions of this Agreement.

B) Probationary appointments.. Members given probationary appointments (full-time or partial - ie. not less than a fifteen (15) credit course load over a two year cycle) may expect to attain a tenured appointment if such an appointment is merited. Such appointments shall be one of the following:

- i) Three (3) years duration, which may be renewed once for a further three (3) years;
- ii) Two (2) years duration, which may be renewed once for a further three (3) years. In this instance one equivalent year of full-time temporary service at Bishop's must have been applied or one year of full-time service at another institution has been applied in order to reduce the length of appointment;
- iii) Four (4) years duration and will not be renewed. In this instance two (2) equivalent years of full-time temporary service at Bishop's must have been applied or two (2) years of full-time service at another institution or some combination thereof have been applied in order to reduce the length of appointment;
- iv) Three (3) years duration and will not be renewed. In this instance three (3) one equivalent years of full-time temporary service at Bishop's must have been applied or three (3) years of full-time service at another institution or some combination thereof have been applied in order to reduce the length of appointment.

NB. Please note that partial appointments assume correspondingly fewer administrative responsibilities.

C) Temporary appointments of an exceptional nature. These appointments (full-time or partial - ie. not less than a fifteen (15) credit course load over a two year cycle) will not normally replace probationary

appointments but, for example, will be made to replace faculty on leave, late resignations and/or courses normally assigned to Contract Faculty. They are for a stated term but in no case may exceed a total of three consecutive years. They carry no implication that the appointee is on probation or a candidate for a tenured appointment. An appointment for two semesters shall be for ten months, and a one-semester appointment shall be for five months. A partial appointee may serve over two semesters. Any Contract Faculty Member or returning sessional applying for such an appointment shall be granted an interview. For temporary appointments replacing courses normally assigned to Contract Faculty, qualified Members of that department shall be given the right of first refusal. Where a qualified Contract Faculty members and an incumbent sessional apply for the same position, the Appointments Committee shall recommend the candidate it deems best qualified.

Should a member hired for a temporary appointment for two semesters be rehired for a second consecutive year that appointment shall commence on July 1; should a member hired for a temporary appointment for two semesters be hired for a third consecutive year the length of that appointment shall be twelve months. A partial appointee may serve over two semesters.

6.02 A maximum of three (3) years equivalent years of full-time service at Bishop's or full-time service at another institution or some combination thereof can be applied to appointments made under 6.01B ii-iv.

6.03 If a member of the contract faculty with seniority points is given an appointment under 6.01B as Instructor or a probationary appointment at the rank of Lecturer or higher, the number of relevant credits taught on contract, to a maximum of three years (twenty-four (24) credits being equivalent to one year), shall be applied against the probationary period.

6.04 A member shall be appointed to a rank in one of the following two streams: (a) Instructor, Senior Instructor, (b) Lecturer, Assistant Professor, Associate Professor or Full Professor. These ranks are defined as being those traditionally understood as such in Bishop's University practice. Faculty in stream a) have heavier teaching loads than those in stream b) and are not required to engage in research as part of their professional duties.

Initial appointments to the University at the rank of Assistant Professor or above shall require that the candidate have a Ph.D. or academic qualifications judged by an Appointments Committee to be acceptable in its place.

6.05 All members presently appointed to one of these ranks shall continue to hold that rank as of the effective date of this Collective Agreement.

6.06 All members who have tenure prior to the commencement of this Agreement or receive tenure during the life of the Agreement shall have and hold tenure independently of the existence of this Agreement.

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

6.08 Appointments Committee
An Appointments Committee shall consist of all the continuing members (ie. members with tenure or holding appointments under 6.01B) of the Department in which the vacancy exists, the Dean of the appropriate Division, two other individuals and the department's voting representative from the contract faculty. If the number of continuing members in the Department is less than three, the

appropriate Division shall nominate sufficient members to the Committee so that it contains three members, the Dean of the appropriate Division, two other individuals and the department's voting representative from the contract faculty.

6.09 Joint appointments

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

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

Appointment procedures for joint appointments

The appointments committee will consist of the appropriate Dean or Deans and continuing members of the appropriate departments and/or programmes, two other persons and the academic units' representatives from the contract faculty.

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

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

6.10 The Appointments Committee shall be convened by the Dean of the Division or School which includes the Department concerned. A Chairperson of the Appointments Committee shall then be elected from and by the individuals on the Committee.

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

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

6.13 Applications for full-time and partial appointments shall be directed to the Dean of the Division or School concerned. The Dean shall immediately forward them to the Chairperson of the Committee who will be responsible for preparing a complete set of the applications received together

with all supporting documentation. The Committee shall then establish a short list of Applicants, and the Chairperson of the Committee shall arrange for interviews of candidates by the Committee.

6.14 At the close of its deliberations the Appointments Committee shall submit to the Principal a report containing a short list of those candidates it deems best qualified for the post in order of priority with supporting documentation. The Committee shall also recommend the appropriate step in rank for each candidate. In recommending the steps and ranks, the Appointments Committee will use any or all of the following: the candidate's years spent teaching in an institution defined as per 10.04; with the same equivalency the candidate's years spent in post-doctoral activity in an institution defined as per 10.04; the candidate's record of time spent in professional activity judged to be appropriate for the vacancy in question. In the event that the Principal does not agree with the list prepared by the Appointments Committee, the Principal shall meet with the Committee in order to try to reach agreement. If agreement is not achieved a probationary appointment shall not be made in that year to fill the vacancy in question, and the appointment procedure shall be followed anew during the following academic year.

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

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

- a) the date on which the appointment takes effect.
- b) the date on which the appointment terminates, if applicable;
- c) the length of the probationary period, as applicable;
- d) the kind of appointment as defined in Article 6.01, the step in rank and all other information concerning salary scales and economic benefits;
- e) the discipline and the Department to which the member will be attached and the mutually agreed field of competence of the appointee;
- f) any other recommendations of the Appointments Committee which are not conditions of appointment;
- g) any other functions over and above teaching duties which will form part of the normal work load.

A copy of the letter of appointment shall be delivered to the Association and to the Appointments Committee at the same time as it is delivered to the new member.

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

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

6.18 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.

6.19 Chairpersons of Departments shall be elected by the members in the Department from its full-time and partial probationary or tenured members. Eligibility to vote shall include all full-time and partial probationary and tenured members and the department's voting representative from the contract faculty. Such elections shall be held before the Senate meeting concerning graduating students in May. The Chairpersons' duties and responsibilities will be as described in the document "Responsibilities of Departmental Chairs" approved at the 317th meeting of Senate.

6.20 The Corporation and the Association agree that there will be full involvement of members in the creation of new academic administrative appointments and in the selection of academic administrators, including the Director of Continuing Education.

6.21 Resignation of members

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

7.00 EVALUATION

7.01 The Evaluation Committee (EC) shall be formed whose purposes will be to evaluate periodically the teaching, scholarly and other creative activities, research and publications, professional qualifications and experience, and other activities in and contributions to their profession and to the University of all Members; to consider them for re-appointment and tenure, and promotion and to evaluate research projects in accordance with Article 9.12.

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

7.03 The EC shall be composed of three (3) members of faculty (voting), the Vice-Principal Academic as long as the Academic Administrative Structures as of July 1, 1997 are in place (voting), and another person (non-voting). The three members of faculty must be tenured and elected by and from Members. However, no more than one faculty member will be elected from any one school or division of the University. The term of office of these elected members shall be two (2) years.

7.04 A Member shall not hear his/her own case or that of his/her own family but shall stand down and let an alternate serve. The alternate Member shall be a tenured member of faculty elected by and from Members. The term of office for the alternate shall be for a period of one (1) year.

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

7.06 Method of procedure of the EC:

- a) The EC shall elect annually a chairperson and a secretary.

b) A quorum of the EC shall be five (5) in cases of re-appointment and tenure and in all other cases four (4).

c) Any motion shall be formally voted on and to carry shall require at least three (3) affirmative votes. All votes of the EC shall be recorded.

d) An abstention is considered a vote against any motion.

e) The EC shall give seven (7) days notice in writing to the Member concerned that his/her case of re-appointment, tenure, promotion and periodic evaluation is to be considered by the committee with a statement of the nature of the case.

A Member has then the right to meet with the EC prior to its preliminary decision.

f) The EC shall keep minutes of all its meetings.

g) In evaluating Members as per 7.01 above the EC shall only consider written evidence and only concerning the following criteria:

i) Teaching Performance

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

In the case of promotion to Full Professor only, the EC will have the option of submitting a dossier for external evaluation.

In such cases there are to be two external evaluators: the candidate provides two or more names of which the EC must include one but they may, at their option, add another.

In its evaluation the EC shall seek to balance all aspects of scholarly and other creative activity and to consider the disciplinary context and/or restraints (for example, experimental science, in which a Member is able to carry out his/her research. In the latter instance a Member must provide the EC with appropriate information.

iii) Contributions to the University including service on University Association committees and other teaching contributions such as supervision of independent studies and/or honours theses and giving pro bono courses.

Instructors and Senior Instructors will be evaluated either under the criteria of i) above only, or, at their option, under the criteria of i) and one or more of the other two (2) criteria. Eligibility for sabbatical leave under Article 10 for Instructors and Senior Instructors will have as one condition a satisfactory evaluation under criterion 7.06 g ii) in the evaluation preceding their application for sabbatical leave.

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

i) Members shall be required to submit a teaching dossier that must include course syllabi, marking schemes, assignments and tests for each course, and whatever other information the Member deems important. In evaluating Members, the EC shall consider all aspects of their teaching performance and all written material in the Member's file. The evaluation of a Member's teaching performance shall not depend on any single piece of written material, unless there is only one piece of material in their file. In every case the onus shall be on the Member to ensure that their file is complete.

j) Moreover, in the evaluation of a Member's teaching performance, the EC shall seek to balance all aspects of teaching, as well as the departmental and divisional context within which the Member works. To that end, the EC shall review all relevant information, including but not limited to:

- i) differences between divisions and departments;
- ii) the size, type, nature and level of courses taught;
- iii) the nature of the subject matter;
- iv) the experience of the instructor with the course, and the number of new course preparations assigned to the instructor;
- v) the role of the instructor and the method of course delivery;
- vi) the quality and utility of the pedagogical materials prepared by the Member; and
- vii) the contribution of the Member in areas of pedagogical development and innovation, and the complexity and risk such innovation entails.

k) The EC shall post a notice inviting submissions in writing from every Member and the Deans of the appropriate Divisions or Schools concerning each Member to be considered by the EC.

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

The Member considered has the right to receive copies of all such submissions.

l) Notwithstanding Article 7.06 g) above, the EC may question any person who has submitted written information on matters pertaining to his/her submission.

m) Except insofar as the procedures under the terms of this agreement require the communication of information, the documents and deliberations of the EC are confidential to that committee.

n) All the records of the EC are kept in the Office of the Vice-Principal Academic. A list of people eligible to consult these records shall be established each academic year in accordance with the provisions of Article 13.02. Files must be signed for on receipt and on return. The contents of all files must be listed.

o) A complete list of all policies adopted by the EC shall be made available to the Association and to all Members at the time they are adopted and to subsequent EC committees.

7.07 Due to the smallness of the University and the willingness of the members to continue to offer a sufficient range of courses to maintain viable programmes, it is recognized that less time can

be devoted by members to other activities as specified in Article 7.06 g) than is the practice at larger Canadian universities. In addition, since the University is predominantly an undergraduate teaching institution, the EC shall consider teaching performance as the primary criterion in the evaluation of Members for re-appointment, tenure, promotion and periodic evaluation. However, it is agreed that teaching must be informed by adequate scholarship and that in particular the award of tenure shall require evidence of satisfactory performance under 7.06g i) and ii).

7.08 Timing of Evaluation and Procedures for Evaluation and Recommendations.

The following clauses (7.09 through 7.26) are organized in the following order: re-appointment and tenure; promotion and periodic evaluation; merit and performance; sabbaticals; and research projects.

Re-Appointment and Tenure

7.09 Member holding a first probationary appointment under 6.01 B) i) shall be considered for re-appointment during the first semester of the third year of this appointment. A Member holding a first probationary appointment under 6.01 B) ii) shall be considered for reappointment during the first semester of the second year of this appointment.

7.10 A Member re-appointed under 7.09 above or hired under 6.01 B) iv) shall be considered for tenure in the second semester of the second year of their three-year probationary appointment. A Member holding an appointment under 6.01 B) iii) shall be considered for tenure in the second semester of the third year of their four-year probationary appointment.

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

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

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

A Member shall not be considered for reappointment or tenure during such a leave but shall be considered upon return following the leave.

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

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

7.14 In all cases of evaluation for re-appointment and tenure, the EC shall, within seven (7) days of making a preliminary recommendation, inform the Member of that recommendation and provide him/her with a written statement of the reasons for the recommendation. The Member has then the right to examine his/her file and to obtain copies of any documents in the file, and a statistical summary of the scores assigned in the three different categories referred to in Article 7.06g for all Members considered in the same year, in a manner which will not allow individuals to be identified. The

Member shall then have the right to meet with the Committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new written evidence, and to be accompanied by another Member of his/her choice. The Member may require any other individual who has made a submission to the EC concerning his/her 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.

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

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

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

7.15 The final recommendation of the EC, together with the statement of reasons and a complete file of the EC, shall be forwarded to the Principal not later than November 21st in cases of renewal of probationary appointments, or March 21st for awards of tenure.

7.16 The decision of the Principal on renewal of appointment or tenure must be transmitted in writing to the Member on or before the 1st day of December in the event of renewal or non-renewal of a probationary appointment, and on or before the 7th of April for the award of tenure. In the event of a negative decision, and notwithstanding any appeal, this shall constitute notice of termination of employment taking effect at the end of the normal probationary period applicable to the Member concerned.

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

In the event of a negative recommendation with which the Principal must concur but with which she/he does not agree, she/he may prepare a final statement of her/his position and submit it to the EC and to the Member.

7.17 Should the Principal's decision concerning positive recommendations from the EC not be transmitted before the appropriate dates in Article 7.16, these positive recommendations become the decisions of the Corporation and the Member shall be reappointed for a further probationary period or receive tenure as the case may be.

Should the Principal's decision with regard to a negative recommendation concerning a renewal of probation not be transmitted to the Member on or before the 1st of December, then, notwithstanding Article 6.01B, the Member shall be reappointed for an additional period of one academic year during which the case shall be reconsidered.

Should the Principal's decision with regard to a negative recommendation concerning the award of tenure not be transmitted to the Member on or before the 7th of April, then, notwithstanding Article 6.01B, the probationary appointment shall be extended by an additional academic year and the case shall be reconsidered during the academic year following the EC's negative recommendation.

Promotion and Periodic Evaluation

7.18 Lecturers and Instructors shall be considered for promotion every second year. Assistant Professors and Associate Professors shall be considered at the sixth step in rank, except that no member shall be evaluated for promotion to Associate or Full Professor until completion of at least one full academic year of employment by Bishop's University. Assistant Professors shall be evaluated at every subsequent step in rank after the sixth step. Associate Professors shall be evaluated at every third subsequent step in rank after the sixth step, except where a request for an earlier evaluation has been received and approved by the Evaluation Committee.

A Member may request that he/she not be considered for promotion.

In addition to the criteria listed below, promotion to any rank shall require satisfactory teaching performance.

Promotion to the rank of Assistant Professor shall require that a Member has a Ph.D. degree or qualifications judged to be acceptable in its place.

Promotion to the rank of Associate Professor shall require evidence of satisfactory performance under Article 7.06 g) i) and ii), except that teaching performance judged by the EC to be significantly better than usual at the University may be by itself grounds for promotion to the rank of Associate Professor.

Promotion to the rank of Full Professor shall require evidence of satisfactory evaluation under 7.06 g) i and ii and a satisfactory external evaluation of the Member's scholarly, creative and professional activity, research and publications either over the last ten (10) years or over the period spent at Bishop's, whichever is longer, except that a record under the criteria of 7.06 g) i and iii that is judged by the EC to be exceptional may compensate for the absence of such evidence.

7.19 Tenured Associate Professors and Senior Instructors shall be evaluated four (4) years from the date of their last evaluation and then in accordance with Article 7.18, if applicable.

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

A Member shall not be evaluated for re-appointment or tenure during a year he/she is on leave of any kind from the University in either semester of the academic year but shall be evaluated in the following year. Normally a Member shall not be evaluated for promotion or periodic evaluation during a year he/she is on leave of any kind from the University in either semester of the academic year but shall be evaluated in the following year. Any promotion resulting from a postponed evaluation will be considered effective as if evaluation had taken place at the normal time. Exceptionally, a Member may make a written request to the EC to be evaluated by the EC for promotion or periodic evaluation when that Member is on leave of any kind from the University. The Member must make that request on or before September 1st and the Member must be available for consultation by the EC during the period of his/her leave.

7.20 In all cases of evaluation and promotion, the EC shall, within seven (7) days of making a preliminary recommendation, inform the Member of that recommendation and provide him/her with a statement of the reasons for the recommendation.

The EC shall inform the Principal of its preliminary recommendation at the same time as the Member is notified. The Principal may then make a written submission to the EC, with a copy to the Member, within fourteen (14) days of receiving the preliminary recommendation and meet with the EC in order to discuss the matter. Notwithstanding the provisions of Article 7.21, the Member may meet within seven (7) days of the Principal's submission in order to discuss it with the EC.

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

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

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

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

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

If the Principal does not advise the Member of his/her decision within fifteen (15) days of receipt of the recommendation of the EC, then that recommendation shall become the decision of the Principal.

Merit and Performance

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

After final evaluation of all Members under consideration, the EC may recommend the payment of merit bonuses of \$2000 when it judges that a Member's performance has exceptional merit for categories i and ii (Article 7.06g). At the Member's request the award may be deposited in the Member's conference and professional expenses account (Article 21.03).

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

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

Sabbaticals

7.25 The EC shall approve satisfactory study projects and sabbatical reports in accordance with Articles 10.01, 10.04b and 10.12.

Appeals

The following clauses (7.27 through 7.41) deal with the appeals process in the following order: re-appointment and tenure, promotion and periodic evaluation.

7.26 Re-appointment and Tenure

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

7.27 Within fourteen (14) calendar days of receipt of the Principal's decision, the Member has a right to appeal the said decision to the EAC. The appeal must be filed by the Member within the fourteen-day delay by informing the Principal in writing with a copy to the Association.

7.28 Should the Member fail to advise the Principal in writing within the above-mentioned time delay, the Member's right to appeal will be deemed to have been abandoned.

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

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

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

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

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

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

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

7.34 Promotions shall not be made, nor sabbaticals awarded, nor merit awards given, nor increments or salary withheld other than in accordance with a decision of the Principal in accord with a recommendation of the EC, a decision of the EC, the decision of the Faculty Appeals Committee or a decision of an arbitrator (Article 16.02).

Promotion and Periodic Evaluation

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

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

A copy of such notice shall be forwarded to the Chairperson of the EC by the Member.

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

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

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

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

The FAC shall follow the procedures and guidelines stated in this Agreement.

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

7.39 The FAC shall:

- a) Elect a Chairperson for the year of its office.
- b) Convene within fourteen (14) days of notice of request for appeal.
- c) Have available all documentation relevant to the appeal.

- d) Meet with the Chairperson of the EC, the Member involved if he/she so wished, the Principal, and any other individual the FAC deems appropriate.
- e) Keep minutes of all its meetings.
- f) Render a decision within fourteen (14) days of convening.
- g) Give a detailed report of its decision to the Member involved, the Chairperson of the EC, the Principal and the Association.

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

The Member involved has the right to appear before the FAC accompanied by a Member chosen by him/her to assist in his/her presentation and to speak on his/her behalf.

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

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

8.00 DISMISSAL AND DISCIPLINE

8.01 Dismissal shall only be for just and proper cause. Dismissal means the termination of an appointment by the Corporation without the consent of the Member and before the end of the contracted appointment period. 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. For a partial probationary appointment dismissal means termination of the appointment before completion of the period of probation. Dismissal of a tenured Member means termination of the appointment at any time other than at retirement. Neither the non-renewal of a probationary appointment, nor the decision to refuse tenure, nor termination for reasons of financial exigency (Article 18.00), nor termination for reasons of changes in the distribution of faculty for academic reasons (Article 17.00), constitutes dismissal.

8.02 Cause

“Just and proper cause” for dismissal shall be predicated upon misdeeds that are grave and unusual and that directly render a Member unfit to discharge his/her professional responsibilities as defined by this Agreement. Such misdeeds shall not include conduct properly characterized as the exercise of freedom of speech, association or belief, or non-conforming personal or social behavior. “Non-conforming personal or social behavior” shall not include failure to conform to the terms of this Agreement nor to carry out the duties and responsibilities stipulated herein.

8.03 “Just and proper cause” shall include and be limited to:

- a) failure to discharge professional responsibilities as defined by this Agreement either through:
 - i. incompetence,
 - ii. persistent neglect, including persistent neglect of duty to students or scholarly/professional pursuits;

- b) gross misconduct leading to the significant and persistent abridgement of the academic freedom of other individuals within the University Community;
- c) gross professional misconduct;
- d) gross misconduct constituting a direct and grave violation of the personal safety of another Member or other individuals within the University Community.

8.04 Dismissal Procedures

The Corporation shall initiate dismissal procedures by requesting in writing the Member concerned to meet with the Principal and the appropriate Dean 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 advisor of his/her choice. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

8.05 If no satisfactory solution is reached or if the Member fails to appear at the meeting provided for in 8.05 above, and if the matter is to be pursued, the Corporation, no later than fourteen (14) days after the date for the meeting described in Article 8.05, shall inform the Member in writing of the motives for dismissal in sufficient detail to enable him/her to prepare his/her defence.

8.06 If the Member wishes to contest the dismissal, he/she, within (14) days of the receipt of the notice referred to in Article 8.06, shall write to both the Corporation and the Association to require these bodies to choose an arbitrator to serve as an Arbitration Board. Exceptionally, the Member and the Corporation may agree to replace the arbitrator with a three person Board. The three-person Board shall consist of one individual nominated by the Corporation, one nominated by the Member concerned, and a chairman selected from the arbitrators named in Article 16.22 according to the procedures set out in the Article.

8.07 Upon writing to the Member informing him/her of the motives for dismissal, the Corporation may, by written notice for stated cause, relieve the Member of some or all of his/her University duties until the Arbitration Board has made its decision. In the event that a tenured Member is suspended, full salary and other benefits shall continue throughout the period of such suspension from duties. In the event of the suspension of a Member on probation, salary and benefits may be continued at the discretion of the Corporation.

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

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

In its decision the Board shall declare:

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

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

8.10 In the event that the Board finds adequate cause for dismissal, and in the event that the Board makes a ruling concerning a tenured Member's salary and pension, the Board shall not rule continuation of the Member's salary and the contributions to his/her pension beyond a maximum of one year from the date of the Board's decision. The Board may make any additional recommendations that it deems just and equitable in the circumstances.

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

8.12 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.

8.13 Except as provided for in Article 8.04, 8.07 or 8.16, a Member shall not be suspended by the Corporation from any of his/her teaching or other duties at the University.

8.14 In the event that a Member does not contest his/her 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 he/she is on probation or tenured.

8.15 In cases involving a Member's termination where there is an alleged breach of Academic Freedom or alleged discrimination, the costs of the Arbitration Board shall be borne by the Corporation. In all other cases, costs shall be shared equally between the parties. The parties shall assume the costs of their own legal advice.

8.16 Discipline

a) A reprimand or suspension is a disciplinary measure which may be applied according to the seriousness or frequency of the implied infraction.

A Member may be reprimanded or suspended for consistently and willfully neglecting to carry out, or misconduct in carrying out, his/her university duties and responsibilities. A Member may also be reprimanded or suspended for the harassment or intimidation of others. The burden of proof rests with the Corporation.

A Member called to a meeting by the Corporation for disciplinary reasons has the right to be accompanied by an Association representative.

b) Disciplinary measures must be imposed within 30 days of the incident which gives rise to the measure, or of the knowledge of the same by the Corporation.

c) Notwithstanding b) 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.

d) In addition, any disciplinary report or written warning which has been decided in favour of the Member must be withdrawn from his/her 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 arbitration.

All warnings, sanctions, and disciplinary actions become null and void after five (5) years and shall be removed from the Member's file.

e) In all cases of reprimand or suspension the following procedures will apply:

The reprimand or suspension must be preceded by a meeting between the Corporation, the Association, and the Member concerned.

The Member and the Association will be called to the meeting in writing.

During the meeting the Corporation will indicate to the Association and the Member the grounds upon which it intends to take disciplinary action.

If there is agreement among the parties, the terms of such agreement will be applied without further procedures.

In the event of disagreement the Corporation may, after the meeting, proceed with the disciplinary measure. In this case the Corporation will send to the Member at his/her last known address a full written statement of the reasons for this action. The Association will receive a copy of this notice.

The Member or the Association may grieve using the procedures of Article 16.00.

9.00 TERMS AND CONDITIONS OF EMPLOYMENT AND LEAVES

9.01 Faculty Complement

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

As of July 1, 2012, that number shall be one hundred and eleven (111)

As of July 1, 2013, that number shall be one hundred and thirteen (113)

As of July 1, 2014, that number shall be one hundred and fifteen (115)

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

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

9.03 During the regular session absence from the University for the purpose of research, study, or professional activities shall not interfere with a member's duties. A member may not absent himself/herself during the regular session for more than the equivalent of one week of classes (three 50-minute lectures per course or two 75-minute lectures per course) without the permission of the Dean of his/her Division.

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

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

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

9.07 Payment of Salaries

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

9.08 Holidays

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

9.09 Vacations

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

9.10 Intra-University Transfers

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

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

9.12 Teaching Load

a) In order to implement the following fixed teaching loads, ensure a coherent handling of the distribution of teaching assignments and provide adequate numbers of courses in each semester each department shall submit to the Senate Planning Committee on or before December 1st of each year a

document specifying its teaching assignments and its projected staffing needs for the next academic year.

For the purposes of this planning, members who take a half sabbatical will have a teaching load of three courses in the other semester of that academic year, unless they fall under the provisions of teaching load relief as defined in this article.

Divisional Deans shall be informed of departmental teaching assignments. The Senate Planning Committee (SPC) shall prioritize and attempt to meet staffing needs. Toward that end, the Corporation agrees to provide for the SPC a bank of not less than one hundred and fifty (150) credits per academic year.

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

For 2012-2013

- i) 21 credits --Senior Instructors
- ii) 18 credits -- temporary appointments
- iii) 15 credits -- regular appointment and third year of temporary appointment
- iv) 12 credits -- First year of regular appointment; regular appointment who is a Principal Investigator (PI) or co-applicant with funding from a recognized research funding agency; regular appointment who has received an "approved but not funded" rating from a recognized granting agency, in the year that follows the application process.
- v) 9 credits -- regular appointment who is PI with major funding (\$250K+) from a recognized research funding agency
- vi) 6 credits -- Canada Research Chair

From 2013-2014 onwards

- i) 21 credits --Senior Instructors
- ii) 18 credits -- temporary appointments
- iii) 15 credits -- regular appointments
- iv) 12 credits – a) First year of regular appointment; b) second and each subsequent even year of regular appointment who is a Principal Investigator (PI) or sole co-applicant with funding from a recognized research funding agency; c) regular appointment who has received an "approved but not funded" rating from a recognized granting agency, in the year that follows the application process.
- v) 9 credits -- regular appointment who is PI with major funding (\$250K+) from a recognized research funding agency; first and each subsequent odd year of regular appointment who is a Principal Investigator (PI) or sole co-applicant with funding from a recognized research funding agency
- vi) 6 credits -- Canada Research Chair; Chercheur-Boursier.

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

c) Beginning with the academic year 2013-14, the Corporation will set aside each year a total of 10 course relief stipends to be made available to faculty, minus the stipends awarded by virtue of 9.12 b)

iv) c). Faculty must submit requests for such reliefs to the Senate Research Committee by March 1 of the previous year. The Senate Research Committee will assess these requests on the basis of merit and need. It may decide not to allocate all such reliefs in any given year.

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

251 students or more --6 credits relief and 3 credit stipend or 3 credit relief

191-250 students -- 6 credits relief and $\frac{1}{2}$ 3 credit stipend or $\frac{1}{2}$ 3 credit relief

141-190students -- 6 credits relief

100-140 students – 3 credits relief and $\frac{1}{2}$ 3 credit stipend or $\frac{1}{2}$ 3 credit course relief

50-99 students -- 3 credits relief

Chairpersons in low enrollment departments will annually receive the following stipend or course relief, based on the following student enrollments of full-time majors, honours, SPT concentration certificate and graduate students at the Fall semester add/drop date from any three credit course.

35-49 students – $\frac{1}{2}$ of 3 credit stipend or $\frac{1}{2}$ of 3 credit course relief

20-34 students – $\frac{1}{4}$ of 3-credit stipend or $\frac{1}{4}$ of 3 credit course relief

1-19 students – $\frac{1}{6}$ of 3-credit stipend or $\frac{1}{6}$ of 3 credit course relief

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

Stipends may be transferred to the individual's professional development account to a maximum of \$1500 per year.

The above-mentioned stipends will be paid provided that the Departmental Chairperson performs the duties set out in the job description of Departmental Chairpersons approved by Senate at its 317th meeting April 23rd 1990.

Area coordinators in Business Administration will receive $\frac{1}{4}$ of 3-credit stipend.

ii) One program coordinator in the School of Education will receive three (3)- credits course relief.

iii) Members having full membership in the Evaluation Committee (EC) will receive three (3)- credits course relief.

iv) Members who serve as the University Ombudsperson will receive six (6) credits course relief.

v) Members who serve as cluster leaders without the benefit of a Canada Research Chair will receive a three (3)-credits course relief.

e) Courses of independent study shall not be included in the determination of the normal load. Supervision of graduate courses or theses, as well as supervision of undergraduate Honours theses shall be compensated in the manner defined below.

For courses and supervision of students registered at Bishop's University:

For every three (3) credits of graduate work supervised: 1/10 course relief. Nonetheless, graduate courses with ten or more students shall be considered as part of a Member's regular load.

For every six (6)-credit undergraduate Honours Theses supervised: 1/7 course relief

For graduate students supervised at other institutions by faculty whose department does not offer a graduate program:

For the supervision of a completed Ph.D. thesis: 1 course relief

For the supervision of a completed Master's thesis: 0.5 course relief

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

Members shall be entitled to accumulate course relief. Members wishing to avail themselves of a course relief in the following year must report their intention to do so to their Department by such time that it may be included in the Departmental submission to the Senate Planning Committee as indicated in 9.12 a).

Note that only full 3-credit course reliefs can be claimed. The member shall have the option to (1) take the course relief with a guaranteed replacement or (2) provided that the member has not exceeded the limits defined in 9.12 f), teach a normal load and take an equivalent monetary stipend, a maximum of \$1500 of which may be placed in the member's PDF.

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

g) In situations where no contract faculty member has exercised his/her right, by virtue of a seniority point, to teach an available course and a member wishes to teach that course, the member may do so up to a maximum of six (6) course credits over the load defined in 9.12 for the Fall, Winter, Spring and Summer sessions.

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

9.13 No other stipendiary payments shall be made to members who undertake administrative posts or duties as part of their regular workload.

9.14 Normal teaching duties shall be scheduled to begin during the period 8:30 to 19:00 Monday through Thursday and 8:30 to 16:30 on Friday during the regular session.

9.15 A member may be required to teach only introductory courses in his/her discipline(s) and advanced courses within his/her field(s) of competence.

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

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

9.18 Fines

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

9.19 Continuing Education Teaching

Members are not required to teach in the Spring and Summer intersession. Courses offered during the Spring and Summer intersession, evening courses offered during the regular Fall and Winter sessions that are approved by the Vice-Principal Academic acting as the Director of Continuing Education, and courses offered by Continuing Education at locations other than the main campus in the Borough of Lennoxville may be cancelled. Courses may only be cancelled for reasons of insufficient enrolment. Insufficient enrolment is defined as fewer than twelve (12) students.

Such a course may only be cancelled in a period no earlier than seven (7) days before the day of the first scheduled lecture, and no later than the day after the first scheduled lecture. If a course is cancelled then a cancellation fee of one-tenth of the salary for the course shall be paid to the member. Such a cancelled course shall not be included in the limits defined in 9.12 f).

Notwithstanding the above, participation in summer or evening Continuing Education teaching programmes shall not conflict or interfere with the fulfilment of the member's primary duties to the University.

9.20 Health, Safety, and Security

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

- a) the Corporation and the Association will maintain a Joint Health and Safety Committee that will establish, review and implement Health and Safety policies on Campus.
- b) the Corporation agrees to provide health services in case of an emergency or accident involving any member while on Campus, at no charge to the member;
- c) the Corporation agrees to provide protective equipment and clothing for all members, required for the safe and effective performance of their duties;
- d) should any member require special considerations for reason of health (e.g. wheel-chair facilities, washroom adjustments, etc.), the Corporation agrees to respond to requests for such consideration promptly and with the well-being of the member(s) as the primary concern.
- e) the Corporation recognizes the right of members to have access to their offices and laboratories at all times except in case of emergency.
- f) members shall provide personal supervision of undergraduate students occupied in the science laboratories and fine arts workshops, in particular the acid room, the metal shop, and the wood shop, to ensure the health and safety of the students.

9.21 French Courses

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

9.22 Political Leave

A member may, without prejudice to his/her University position, be a candidate for political office, either federal or provincial. He/she shall be entitled to one (1) month leave of absence with full salary and fringe benefits.

9.23 If elected to either of the above offices, a member shall be granted full leave of absence without salary as specified in article 9.29 during his/her term of office. The period of leave of absence shall not exceed five (5) academic years.

9.24 A member elected to municipal office shall not be required to take full leave of absence without salary if he/she demonstrates to the satisfaction of his/her Department that the responsibilities of the office will not interfere with his/her performance of full or partial academic or professional duties.

9.25 Short Term/Compassionate Leave

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

9.26 Sick Leave

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

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

9.27 Court Leave

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

9.28 Leave of Absence without Salary

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

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

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

9.29 A member who takes leave of absence without salary shall be entitled to but not required to maintain membership in the University Life, Disability and Health Insurance Plans for a

maximum period of 24 continuous months and the Corporation will continue to make its contributions to those plans.

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

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

9.31 Research Leaves

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

In order to be eligible, a member should be tenured, should have taught at the University for at least three years. The waiting period between research leaves shall be equivalent to the amount of the University salary paid to the member over the total salary, multiplied by six (6).

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

9.33 "Perfectionnement"

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

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

Members on such leave or on leave according to article 9.31 shall maintain membership in the University benefit plans from time to time in force, and the Corporation shall continue to make the required payments for these plans.

9.34 Members on such leave or on leave according to article 9.31 shall continue to be members of the bargaining unit and their dues shall be deducted from their salaries by the Corporation.

9.35 "Perfectionnement" leave granted to upgrade a member's qualifications (Article 9.33), shall not be included in years of seniority nor shall it entitle a member to progress in the salary scale by receiving increments during such leave.

9.36 Years of such leaves (Article 9.33) shall not count towards the probationary period of appointment.

[Article 9.38 has been renumbered as 9.37]

9.37 Maternity Paternity and Parental Leaves

The provisions of Article 9.37 shall apply to those Members *who are eligible and apply for* Quebec Parental Insurance Plan (QPIP) benefits *for* Maternity, Paternity or Parental Leave :

9.37.1 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 9.37.1a, 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 ;

(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 9.37.1b)

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 her nominal earnings for the period of her leave.

9.37.2 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 9.37.2 a) shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.

9.37.3 Paternity Leave

a) On the occasion of the birth of his child, the father has a right to a Paternity Leave of up to 5 continuous weeks of absence without pay. Paternity Leave may not begin before the week during which the child is born and must end no later than 52 weeks after the child's birth.

b) During the period of Paternity Leave as specified in Article 9.37.3a), the Member shall receive from the Corporation for a period of three (3) week, the difference between his QPIP benefits and 100% of his nominal salary.

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

9.37.4 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 9.37.4a 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 her or his 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 9.37.4b
- 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 his/her 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.

9.37.5 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 9.37.5, 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 9.37.4b (ii).d
- 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.

9.37.6 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.

9.37.7 General Considerations

- a) During a Maternity, Paternity, Adoption and/or Parental Leave, the Member's benefits continue as if the employee were actually at work provided he/she makes continuous regular payments of the Member's portion of the contributions required for the said benefits and provided it is permitted under the existing policies.
- b) The expectant Member shall benefit from an adjustment of her duties, if available, when complications related to her pregnancy justify it or when her working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.
- c) Nothing in this Article shall prevent a member from claiming sick leave for absences from work due to illnesses
- d) When there is an interruption of pregnancy, a Member is entitled to Maternity Leave the week the pregnancy is interrupted if it occurs after the 19th week of pregnancy. As provided by article 9.37.1
- e) Subject to the provisions of Article 9.37, the Member may add a 15-week extension to her Parental leave if the health of the newborn infant requires such an extension. The Member shall receive paid pregnancy leave on the same basis as described in Article 9.37.1 a) (ii).
- f) Upon return to work, a Member who has taken leaves under this Article shall resume his/her former position with his/her 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 his or her 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, he/she shall provide the Dean, or equivalent, with written notice of his/her 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.

10.00 SABBATICAL LEAVE

10.01 Sabbatical leave is an entitlement for members in stream (b) of Article 6.04 who hold tenured appointments, subject to the acceptance of a satisfactory project, to Departmental constraints as defined in article 10.02, and subject to article 10.12.

Sabbatical leave is an entitlement for members in stream (a) of Article 6.04 who meet the above conditions and who, in addition, possess a terminal degree in their discipline, and have obtained a satisfactory evaluation under Article 7.06 g ii) in the evaluation preceding their request for leave.

Sabbatical leave is a necessary means of enabling members to maintain academic and professional excellence in a variety of ways, such as increasing their knowledge by interacting with colleagues within

their discipline, or furthering their research or scholarship in order to enhance their contribution to the University. Members have the responsibility to make effective use of this leave.

10.02 Members of Academic Departments and of Area Concentrations in the Williams School of Business will plan their sabbatical leaves well in advance in order to cause the least disruption possible. Numbers of sabbatical leaves taken each year will be limited to one in each Department or area concentration of three or less tenured or probationary members and two in other Departments or area concentrations. The following criteria will be used to determine which member will be allowed sabbatical leave in cases where the above limits apply:

First: years of service at Bishop's since return from previous leave or appointment.

Second: members who have not had leave rank above those who have.

Third: members with higher academic rank are ranked higher.

Fourth: members who have been longer in their present rank are ranked higher.

Fifth: members with longer total service at Bishop's rank higher.

Sixth: any remaining ties will be resolved by coin tossing.

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

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

a) fulfill the conditions set out in Article 10.01

b) have taught for at least six (6) years under full time or partial probationary or tenured appointment at Bishop's University at the lecturer or professorial rank since returning from his/her last sabbatical leave or leaves provided for in article 9.31.

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

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

i) A post-secondary institution with degree granting power, or

ii) A post-secondary institution offering courses leading to a degree, affiliated or federated with a post-secondary institution invested with degree granting powers, or

iii) A post-secondary institution legally defined as equivalent to a degree granting institution by those governments (provincial or federal) which fund post-secondary institutions invested with degree granting powers.

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

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

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

c) have his/her study project approved by the EC.

10.05 A tenured member who meets the conditions set out in Article 10.01 has the option of taking a half-year leave to include one semester only, if this can be arranged with his/her Department and Division.

Half-year leave shall be available if the member has taught at least three (3) years since returning from his(her) last sabbatical leave or leaves provided for in article 9.33. It is understood that during the year in which a member takes a half-year sabbatical leave, the member shall receive 100% of his/her salary in that year. Article 10.04 c) will apply to such leaves.

A member who takes a half year sabbatical in an academic year in which he/she is entitled to a full year sabbatical leave shall carry over credit for two years of teaching from before the half year leave towards eligibility for a full year sabbatical. A member who takes a half-sabbatical three and a half years after her/his last leave shall carry over credit of one-half year towards eligibility for his/her next sabbatical.

The provisions of Article 10.04 b) for applying years of service at another institution or professional equivalency shall not apply for one half (1/2) year sabbatical leaves.

Members who have benefited from payment of partial or full salary for any other type of leaves will be expected to teach an additional number of years equivalent to the proportion of University salary paid over the total salary, multiplied by six (6).

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

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

10.08 The EC shall decide which of the requests are consistent with the purpose for which sabbatical leave is granted.

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

10.09 Members proceeding on Sabbatical Leave, shall receive 85% of the full salary to which they are entitled if they have taught six years since their return from a previous leave (or in their first year of eligibility for sabbatical), 90% for seven years (or in their second year of eligibility for sabbatical), 95% for eight years (or in their third year of eligibility for sabbatical) and 100% for nine years (or in their fourth year of eligibility for sabbatical). 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 his/her salary to the equivalent of 100%. Of any such support received over and above 100% salary, 35% may be retained by the member; the remaining 65% shall be allocated to the Research Leave Credits, over and above the 30 credit allocation (9.12 b).

The number of years shall be calculated as in Article 10.04 b).

Awards for travel expenses shall not be deducted.

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

10.11 A member on sabbatical leave from normal duties may, in exceptional cases, not be required to leave the University. Members wishing to obtain permission to remain on campus must substantiate such a request to the EC as part of their sabbatical project proposal.

10.12 Members returning from sabbatical shall, within three (3) months of their return to the University, submit to Senate and the EC a written report on the work accomplished during their leave.

The three months shall date from January 1st for leaves ending on December 31st of the previous year or from July 1st for leaves ending on June 30th.

The EC shall determine if the report is acceptable or not and so report to the member and the Principal within three months of receipt of the report. A report which is not accepted by the EC may be taken into account by the EC when the next sabbatical proposal is considered.

10.13 A member on sabbatical leave shall continue to be a member of the bargaining unit, and his/her dues shall be deducted by the Corporation from the member's salary during such leave.

11.00 ADMINISTRATIVE STIPENDS

11.01 Stipendiary payments shall not be made to members who undertake administrative posts or duties as part of their regular workload, except as provided for in this agreement.

12.00 EMPLOYMENT OF NON-MEMBERS

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

- a) Nothing herein shall prevent the teaching of courses by the Principal, the Vice-Principal Academic and/or the Deans.
- b) Nothing herein shall prevent the supervised performance of instructional duties by students or others employed as markers and demonstrators.
- c) Nothing herein shall contravene any other existing Collective Agreement of the Association with respect to the performance of teaching duties.
- d) Nothing herein shall prevent the teaching of courses by individuals paid from outside sources under an arrangement between the Corporation and a Government other than the Government of the Province of Quebec.
- e) Nothing herein shall prevent the teaching of courses by individuals who are on an approved exchange between the University and another University.

13.00 ACCESS TO FILES OF MEMBERS

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

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

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

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

13.05 No anonymous material other than aggregated statistical information which is recorded in student evaluations as obtained by the procedures approved from time to time by Senate 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.

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

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

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

14.00 COPYRIGHTS/INTELLECTUAL PROPERTY

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

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

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

14.04 Copyrights in Works of Art

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

14.05 Copyrights in Lectures and Laboratory Notes

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 lectures and laboratory notes produced by the members in any media, recognizes that the member is the sole copyright holder in his/her lectures and

laboratory notes, and will give every reasonable assistance to members to prevent publication, recording, or broadcasting of lectures not authorized by the member(s) concerned. Notwithstanding the above, a member may not sell his/her lecture and/or laboratory notes to students at a profit.

14.06 Copyrights on Computer software

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

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

- a) By filling in the University's Disclosure Form all Members will be required to divulge in writing any intellectual property to the Corporation arising out of research accomplished at the University indicating, at that time, whether or not they wish to proceed with patent protection and/or commercialisation.
- b) Should a Member wish to proceed with patent protection, the Corporation shall be obliged to evaluate the divulged intellectual property and inform the member in writing whether or not the Corporation wishes to proceed with the protection of the divulged intellectual property. This analysis shall occur within four months of the disclosure.
- c) Should the Corporation decline to proceed any further, the Corporation shall inform the Member that the Corporation waives, disclaims and abandons any and all rights in such divulged intellectual property.
- d) Should the Corporation wish to proceed further with patent protection of the divulged intellectual property and the Member wishes patent protection in order to make the intellectual property within the public domain, the Member shall cede intellectual property to the Corporation. However, the Member shall continue to be recognized as the sole inventor/creator of the idea and such status can never be removed or denied by the ceding of intellectual property to the Corporation.
- e) Should a Member and Corporation decide to proceed with the patent protection of the divulged intellectual property and its further commercial development, the Member shall cede the divulged intellectual property to the Corporation. However, the Member shall continue to be recognized as the sole inventor/creator of the idea and such status can never be removed or denied by the ceding of the divulged intellectual property to the Corporation or to any other party. Further, should the University wish to sign a licensing agreement based on this divulged intellectual property, the University would not do so without the inventor signing the University's Contract License Agreement.
- f) Should a Member and Corporation decide to proceed with the patent protection of the divulged intellectual property and its further commercial development, and should any net profits be generated from commercial development, such net profits shall be apportioned to the Corporation and the Member in the following manner: the Member shall receive the first \$10,000 and, thereafter, equal amounts shall be apportioned to both parties.

15.00 CONTINUING PRACTICES

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

a) In particular the Corporation shall ensure that there is an adequate level of support in the following areas.

- i) Secretarial and related services for Members to conduct University business, to prepare professional publications, with the exception of theses or manuscripts of books, and to carry out professional and research activities. Adequate support is understood here to be clerical services as set out in Letter of Intent 2012-08F.
- ii) Technical support staff.
- iii) Office and laboratory space and ancillary facilities such as language laboratories.
- iv) Telephones.
- v) Supplies and equipment
- vi) Teaching aids and materials including an annual fund of not less than \$1250 for purchase of literature related to enhancement of teaching and research skills.
- vii) Markers, readers, demonstrators.

b) In addition to the facilities and services specified in a), a Member has use of the library, computing and duplicating services at no cost to the Member for teaching, academic and scholarly work, and research. The guidelines for Photocopying and Interlibrary Loans appended to this Agreement will be applied.

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

15.02 A Member is entitled to a private office with reasonable amount of office furniture, a telephone and office supplies. "Private" implies that access is restricted to normal cleaning and repair services and to emergencies, except by consent of the Member. A Member's office becomes temporarily available to the University when a Member is on leave, subject to any restriction on availability arising from Article 10.11. No Probationary or Tenured Member shall be reassigned to a different office without his/her prior agreement.

16.00 GRIEVANCE AND ARBITRATION

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

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

relating to lay-offs due to financial exigency (Article 18.00) or changes in the composition of the faculty (Article 17.00).

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

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

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

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

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

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

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

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

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

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

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

16.14 Association & Corporation Grievances

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

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

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

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

16.17 Arbitration

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

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

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

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

16.21 Appointment of Arbitrators

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

16.22 The following persons shall serve as arbitrators for the duration of this Agreement: Jean-Guy Menard, Denis Nadeau, Louise Viau, Harvey Frumkin, Jean-Denis Gagnon, Marc Gravel, Denis Tremblay. By mutual consent any listed arbitrator may be selected. By mutual consent any listed arbitrator may be removed and replaced by a substitute. If none of the persons listed above is available, the Corporation and the Association shall select another arbitrator. Failing agreement, either one of the parties may ask the Department of Labour to appoint an arbitrator.

16.23 Procedures

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

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

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

16.24 Decision

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

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

16.26 Limits on Arbitration

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

16.27 Expenses

The costs of the arbitration under Article 16 are to be assumed jointly by the Corporation and by the Association. Each party will assume the costs of its own legal advice.

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

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

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

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

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

17.05 The JCAC must consult fully with all parties concerned. It must hear the member concerned, if he/she 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 Department concerned, and the Senate. Decisions of the JCAC are subject to the grievance and arbitration procedures of this Agreement. The grievant must submit his/her grievance in writing directly to the chairperson of the Joint Committee within fifteen (15) days of receipt of the decision of the JCAC.

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

- a) Redeployment in another department or programme.
- b) Transfer to an administrative post within the University.
- c) Retraining for redeployment in another department or programme.
- d) Retraining for redeployment in an administrative position at the University.
- e) Termination of employment with compensation.

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

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

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

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

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

If the arbitrator concludes that the member's refusal is well founded, the member maintains his/her 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 his/her employment is terminated at the end of the following academic year with financial compensation of one year's salary.

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

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

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

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

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

18.00 FINANCIAL EXIGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.00 SALARIES

19.01 Salary scales for the duration of this collective agreement will be based on the attached scales (see Appendix 1).

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

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

19.04 The stipend of members who teach any three-credit course in addition to their regular teaching load or as assigned for payment in lieu of relief shall be the amount paid to Contract Faculty according to Article 20.01 of the Contract Faculty Collective Agreement, minus vacation pay.

20.00 BENEFITS

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

20.02 Pension Plan

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

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

20.03 The Corporation and the Association recognize the need to protect pension payments from the loss of purchasing power.

On July 1st of each year, during the term of the present Collective Agreement and the Collective Agreement immediately following, the pension payable to any member who has been in retirement or early retirement for at least one year shall be increased by a percentage equal to the percentage increase in the Canada Consumer Price Index during the 12 month period ending on December 31st of the preceding calendar year, subject to a maximum adjustment of 5% per annum.

These pension payments will be charged to the Pension Fund.

Indexation of pensions shall continue beyond the time limits imposed in the present Article subject to the continued financial health of the Pension Fund. For the purposes of this Article, the financial health of the Pension Fund will be determined as though the accrued liabilities for early retirement had not been charged to the Pension Fund.

20.04 The Association and Corporation agree that Members holding temporary appointments under Article 6 will not participate in the Pension Plan. Should a Member be hired for a second or third consecutive year they will become Members of the Plan in that second or third year. Should such a Member be subsequently hired for a tenure-track appointment, he/she shall be allowed to buy back that first year of appointment.

20.05 Early Retirement

Three early retirement plans will be offered to all members who retire on either December 31 or June 30 under the following conditions:

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	Age				
	60 or 90 factor*	61	62	63	64
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.

Plan C Partial Retirement

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

The latest that members can opt for the full three-year option is sixty-two (62). Members taking Plan C must sign a formal agreement to retire fully at the end of the period of partial retirement (a maximum of three years).

k) In Plan C members will teach 50% of a normal workload during the period of partial retirement. In the first year the member will receive 100% of their salary, 90% in the second year and 80% in the third and last year. A member may also choose a sequence of salary payments which is the reverse of the above, namely 80% in the first year, 90% in the second year and 100% in the third year. In the last year of partial retirement members have the option of either receiving all monies as salary or receiving half of the monies as salary and half as a retirement allowance.

l) 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.

m) Members will make pension contributions during partial retirement that are based on the partial salary received. However, the University will make both its pension contributions based on the member's nominal full salary together with the difference between the member's actual contributions described above and the contribution that would be required by the member's nominal full salary. Group Life and Disability insurances will be based on the member's full salary.

n) Members who are granted Partial Early Retirement 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.

A Member may make official claim to his/her right to benefits under plans A, B or C up to 4 years prior to his/her declared date of retirement.

20.06 Group Life Insurance

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

20.07 Long Term Disability

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

20.08 Health Insurance

The Corporation shall pay 100% of the costs of the health plan, including the extended benefits. Starting on July 1, 1998, Members of the Association will pay 100% of the premium of the dental plan.

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

20.10 Campus Housing

When a house on campus becomes available, it shall be assigned to a full-time Member who wishes to rent a campus house for his/her own use, based on seniority in years of service at Bishop's. Notwithstanding the above, should the University require one or more of the houses to be utilized for other purposes, the APBU may agree given adequate consultation. The rental charged for these houses shall be increased annually on July 1st by the same percentage as the increase given to the salary scale, up to a maximum of 3%.

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

Notwithstanding the above criterion used to assign campus housing, the house located at 2 Mackinnon Drive, should it be brought back into operation, may be used by the University for the following purposes only: rental to faculty on a temporary basis, faculty office space, or academic research space.

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

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

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

20.11 Parking

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

20.12 Liability Insurance

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

20.13 Free Tuition

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

20.14 Sports Center

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

21.00 EXPENSES

21.01 Travel and Accommodation Expenses

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

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

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

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

c) The member will receive a daily subsistence allowance of sixty dollars (\$60.00). 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.

21.02 Moving Expenses

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

b) For members hired under 6.01 C), the Corporation shall pay up to 1000\$ towards actual moving costs upon hire and an additional 1000\$ per additional year of employment at Bishop's, up to a maximum of 3000\$. Should such a member later be hired under 6.01 A) or B), any moving expenses already paid to this member will be deducted from the total allowed in 21.02 a).

21.03 Conference and Professional Expenses

The Corporation expects the members to attend learned and professional conferences and therefore shall make available a sum of two thousand dollars (\$2000.00) in each fiscal year (May 1 – April 30) for each member towards the cost of travel to and accommodation at learned or professional conferences and for the payment of professional expenses allowable by tax regulations. Proportionate sums of money based on course loads shall be granted to partial permanent members, and based on the portion of the year under employment for those members beginning a position or retiring from a position during the year.

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

Whenever a member presents a paper at a conference, an additional sum of four hundred dollars (\$400.00) shall be paid. 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.

These sums of money will be paid on production of an approved expense account.

21.04 The Corporation undertakes to maintain a Research Fund, a Publications Fund and a Teaching Innovation Fund in so far as resources permit.

22.00 INFORMATION TECHNOLOGY

A Joint Committee, composed of two representatives from Corporation and two from the Association, shall be established to determine policies in the area of information technology impacting Articles 23.00 (Privacy and Campus Surveillance), 7.00 (Evaluation) and 15.00 (Continuing Practices) of this Agreement. The Committee shall be struck not later than Oct. 1, 2004. It shall produce a statement of its mandate by July 1, 2005 and a statement of its policies by the end of the present Agreement.

23.00 PRIVACY AND CAMPUS SURVEILLANCE

23.01 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.

23.02 Notwithstanding 23.01, the Corporation and the Association agree that the safety of faculty, staff, students and the general public may require the diminution of individual privacy through the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Any area subject to such surveillance must be identified by a posted notice to that effect.

23.03 Video cameras, audio recorders or other monitoring devices which are used for surveillance purposes shall not be placed in the University's classrooms without the Association's consent. These surveillance devices shall not be placed in Members' offices, work spaces, or laboratories without the consent of the Members involved. Any area subject to such surveillance must be identified by a posted notice to that effect.

23.04 Information obtained through surveillance devices shall not be used against Members at any time unless such information is requested by an alleged victim involved in an incident or by police authorities.

24.00 BUDGETARY ADVISORY GROUPS

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

25.00 CORRESPONDENCE

All correspondence between the Association and Corporation arising out of this Agreement shall pass to and from the Principal of the University and the President of the Association. Where written notice is specified in the Agreement the University's internal mail service will be deemed adequate means. Where receipted delivery is specified the receipted delivery services of the internal mail service may be

used, unless the intended recipient is known to be off campus, in which case ordinary receipted and registered mail shall be used.

26.00 AMENDMENTS TO THE BISHOP'S UNIVERSITY ACT

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

27.00 STATUTES OF BISHOP'S UNIVERSITY

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

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

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

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

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

28.00 BINDING NATURE OF AGREEMENT

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

29.00 COPIES OF THE AGREEMENT

29.01 The Corporation agrees to prepare copies of this Agreement and any and all appendices thereto, and, within thirty (30) days of ratification, to provide each member with a copy free of charge, and also provide free of charge to the Association an additional twenty (20) copies for its own use.

29.02 The Corporation agrees to provide each newly appointed member with a copy of the Agreement at the time of appointment.

30.00 TERM AND DURATION OF AGREEMENT

30.01 This agreement shall be binding and remain in effect from July 1, 2012 to June 30th 2015.

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

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

31.00 CHANGES IN AGREEMENT

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

32.00 JOINT COMMITTEE FOR ADMINISTRATION OF THE AGREEMENT

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

32.02 Functions

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

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

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

32.03 Procedures

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

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

APPENDIX 1

APPENDIX 1.1

2012-2013

#	LECTURER	#	ASSISTANT SEN. INST.	#	ASSOCIATE	#	FULL
1	52516						
2	54189						
3	55862						
4	57536	1	65645				
5	59209	2	67736				
6	60882	3	69828				
7	62277	4	71919				
8	63671	5	74011				
9	65065	6	76102				
		7	77847	1	79007		
		8	79589	2	81331		
		9	81331	3	83655		
		10	83074	4	85979		
		11	84817	5	88302		
				6	90626		
				7	92949	1	96437
				8	95274	2	99341
				9	97597	3	102244
				10	99921	4	105151
				11	102244	5	108055
				12	104569	6	110959
				13	106312	7	113284
				14	108055	8	115607
				15	109798	9	117931
				16	111539	10	120254
				17	113284	11	122579
				18	115026	12	124902
						13	127225
						14	129548
						15	131870

APPENDIX 1.2

2013-2014

#	LECTURER	#	ASSISTANT SEN. INST.	#	ASSOCIATE	#	FULL
1	53566						
2	55273						
3	56980						
4	58686	1	66958				
5	60393	2	69091				
6	62100	3	71225				
7	63523	4	73358				
8	64945	5	75491				
9	66366	6	77625				
		7	79404	1	80587		
		8	81181	2	82958		
		9	82958	3	85328		
		10	84735	4	87698		
		11	86513	5	90069		
				6	92439		
				7	94808	1	98366
				8	97180	2	101327
				9	99549	3	104289
				10	101920	4	107254
				11	104289	5	110216
				12	106661	6	113178
				13	108438	7	115549
				14	110216	8	117919
				15	111994	9	120289
				16	113770	10	122659
				17	115549	11	125030
				18	117326	12	127400
						13	129769
						14	132139
						15	134507

APPENDIX 1.3

2014-2015

#	LECTURER	#	ASSISTANT SEN. INST.	#	ASSOCIATE	#	FULL
1	54905						
2	56655						
3	58404						
4	60153	1	68632				
5	61903	2	70818				
6	63652	3	73005				
7	65111	4	75192				
8	66568	5	77378				
9	68025	6	79565				
		7	81389	1	82602		
		8	83210	2	85032		
		9	85032	3	87461		
		10	86853	4	89891		
		11	88676	5	92320		
				6	94750		
				7	97178	1	100825
				8	99609	2	103861
				9	102038	3	106896
				10	104468	4	109935
				11	106896	5	112971
				12	109327	6	116007
				13	111149	7	118438
				14	112971	8	120867
				15	114794	9	123296
				16	116614	10	125725
				17	118438	11	128156
				18	120260	12	130585
						13	133013
						14	135442
						15	137870

Memorandum of Agreement on Pension

The University and the Association of Professors of Bishop's University (APBU) agree to the following changes in the benefits of the current Bishop's University Full-time Members Pension Plan with effect from [four weeks after the date of ratification of the Collective Agreement]

All benefits accrued up to [four weeks after the date of ratification] are not affected by these changes.¹

Change the calculation for the Final Average Earnings to 5 years

Change the early retirement provisions to 60/25 or to a 90 factor

Change the bridging formula to 21/31 and .2%

Change the Termination of Employment provision to that currently established under the law.

Change the Form of Pension to a 5 year guarantee for all members (payable to spouse or estate in the case of member's death within the five-year guaranteed period), with the legally required reversion to spouse and any optional extension of the guarantee period to be at the cost of the member.

The University and the APBU agree to a salary transfer that will allow the members' contribution rates to remain at their 2011-2012 level. The amount of the transfer will be obtained by the following calculation: employee's annual contribution rate including benefit reductions % minus the 2011-2012 contribution rate = amount of salary transfer%.²

Subject to the following paragraph, the parties further agree that at the end of each plan year, the amount of the salary transfer will be adjusted automatically to the minimum required to keep member contributions constant. In the event members' contributions as per 2010-2011 levels are sufficient to meet their obligations towards both their contributions and deficit the salary transfer will cease.

The University and the APBU agree that should the necessary salary transfer exceed 2% of a member's salary, the Pension Parity Committee, described below, will review and determine the necessary adjustments to meet the obligations of the parties.

The Pension Parity Committee will be comprised of three members of the APBU and three members of the Administration. Four members from the Pension Parity Committee (two from the Administration, two from the APBU) will comprise the Joint Committee stipulated in clause E of the Arbitrator's ruling, March 20, 2009, Memorandum of Agreement on Pension.

¹ Members are reminded that the Income Tax Act (Canada) and its regulations contain minimum eligibility requirements that may be more stringent than those in the Plan.

² 2011-2012 required contribution rate is 9.2% of earnings less 0.67% of the portion of earnings on which contributions to the Quebec Pension Plan are deducted. The average contribution in 2011-2012 for Bishop's employees was 8.8%.

The University and the APBU further agree that if, at the end of any plan year, it is determined by the Pension Committee³ that the plan has a surplus which exceeds the amount required by law to permit improvements to the plan, the Pension Parity Committee will meet within three months to discuss and recommend how and in what order improvements will be implemented.

³ The Pension Committee established in accordance with Article XI of the Pension Plan for purposes of administering the Plan.



UNIVERSITÉ
BISHOP'S
UNIVERSITY

Letter of Intent 2013/2F

2012-2015 Collective Agreement

The Corporation and the Association agree that the following letters of intent (LOFIs) previously signed by both parties are carried over to the 2012-2015 Full-Time Faculty Collective Agreement and remain in force:

LOFI 90/04	LOFI 06/04
LOFI 91/07	LOFI 06/09
LOFI 95/93	LOFI 06/10
LOFI 95/94	LOFI 06/12
LOFI 95/104	MOA dated August 3, 2007
MOA dated September 13	LOFI 08/13
MOA dated January 26, 1996	LOFI 08/36
LOFI 99/02	LOFI 08/37
LOFI 99/10	LOFI 08/38
LOFI 99/24	LOFI 10/04
LOFI dated January 10, 2000	LOFI 10/05
LOFI 00/06	LOFI 10/07
LOFI 01/15	LOFI 10/09
LOFI 02/10	LOFI 10/14
LOFI 03/07	LOFI 10/15
LOFI 04/02	LOFI 10/18
LOFI 1 of 2003-06 Collective Agreement	LOFI 10/21
LOFI 6 of 2003-06 Collective Agreement	LOFI 10/22
MOA 1 of 2003-06 Collective Agreement	LOFI 10/23
MOA 2 of 2003-06 Collective Agreement	LOFI 11/04
LOFI 05/02	LOFI 11/13
MOA dated May 4, 2006	LOFI 11/14
Appendix "A" dated May 5, 2006	LOFI 11/15
LOFI 05/16	LOFI 11/16

LOFI 12/01
LOFI 12/02
LOFI 12/04
LOFI 12/05

LOFI 12/06
LOFI 12/07
LOFI 12/08

Corporation:

MTL Holdings
A

Date: February 5th 2013

Association:

Ben Talar
[Signature]

33.00 SIGNATURES

For the Corporation:

no child
[Signature]

For the Association:

[Signature]
Clara Guzman
[Signature]

Date: *March 21, 2013*