



UNIVERSITÉ
BISHOP'S
UNIVERSITY

COLLECTIVE AGREEMENT FOR CONTRACT FACULTY

BISHOP'S UNIVERSITY

JULY 2012 – JUNE 2015

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Article 1 Preamble

The Association des professeur(e)s de Bishop's University and the Corporation of Bishop's University recognize that the function of the University is to advance learning and to disseminate knowledge, through teaching, through scholarship, through other creative activities, and also through service to the community. It is recognized that the efficient fulfillment of these purposes requires the University Community to apply the soundest intellectual judgments and ethical ideals in its own practices and 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.

Article 2 Definitions

2.1 "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.

2.2 "Association"

Hereafter in this agreement, the word "Association," shall mean the Association des *professeur(e)s de Bishop's University*.

2.3 "Member"

Hereafter in this agreement, the word "Member" shall mean either a Member of the bargaining unit defined by the Certificate of Accreditation issued by the Department of Labour of the Province of Québec dated 17 April 2000 or Members described in the Memorandum of Agreement signed on 13 November 2000. In the case of new hires, their status as Members shall begin on the date of their first acceptance of appointment as described in 6.2.6.

2.4 "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.

2.5 "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.

2.6 "Academic Year"

Hereafter in this agreement, the expression "academic year" shall mean the period from July 1st to June 30th of the following year.

2.7 “Department or Program”

Hereafter in this agreement, the expression “department or program” shall be understood to include any department or program, and the School of Education and the School of Business when they are performing the functions normally performed by departments or programs in the other divisions.

Article 3 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.

Article 4 Recognition, Rights and Responsibilities of the Association

4.1 Recognition

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

4.2 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.

4.3 No Discrimination or Harassment

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 handicap, or membership and activity in the Association.

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

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.

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.

4.4 University services

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

- i) office number McGreer 304, including the usual office furniture; and
- ii) the use of suitable rooms for meetings of the Association, according to the established procedures for the reservation of rooms.

b) The Association shall have the right to use all University services normally provided to 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.

c) The Corporation agrees to provide without charge for the duration of the contract an office equipped with a photocopier, telephone, desk, computer and printer to serve as the Contract Faculty Lounge.

4.5 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.

4.6 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.

4.7 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.

4.8 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) the names, salaries and employment histories of all Members and persons with seniority points (the employment history shall include a complete list of courses the person has taught, including the session during which each course was taught, back to April 1997);
- b) audited annual financial statements of the University;
- c) cost of benefits;
- d) actuarial reports on the pension plan;
- e) budgetary projections including income and expenditures in any academic year for academic, administration, buildings and grounds, library budgets, student services and auxiliary services budgets, subdivided as required.

Notwithstanding the above, the Corporation shall not be required to supply information which is solely prepared in formulating the negotiating position of the

Corporation.

The Corporation agrees to transmit to FQPPU the CD-ROMs/diskettes and the listings which contain the information of the "*Sous-fichier (Utilisation FQPPU) sur la caracterisation des masses salariales.*"

4.9 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 its 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 agendas and minutes of the Board of Governors shall be forwarded to the Association at the same time as they are sent to the individuals on the Board of Governors.

4.11 The Association shall have the right to have an observer from the unit and, with prior approval of the Chairman if possible, to make representations to all meetings of the Board of Governors in matters covered by this Agreement.

4.12 The three Members who serve as Contract Faculty representatives on the Executive Committee of the Association shall each receive an annual stipend equal to the salary for teaching a three-credit course for this service. These stipends shall be automatically paid by the Corporation in two equal installments at the end of each semester of the regular session.

4.13 A total of two stipends (each equal to the salary for teaching a three-credit course) shall be paid for each semester of negotiations for the Contract Faculty to the Contract Faculty negotiators. These will be in addition to the total of three stipends in Article 4.12 and will be applicable during a period of negotiations.

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 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.

4.16 If a member leaves the bargaining unit in order to assume an administrative position, she/he may return to the bargaining unit within a five-year period with no loss of seniority points

previously accrued.

- 4.17 Members who receive temporary appointments as a full-time faculty (sessionals) at Bishop's University shall leave the bargaining unit for as long as their appointments last and shall retain the right to return to the bargaining unit with no loss of seniority points previously accrued.
- 4.18
- a) If a member has not held an appointment for a period of eight (8) consecutive semesters (Spring/Summer counting as a semester), her/his membership in the bargaining unit shall lapse.
 - b) All of the seniority points accumulated by such a Member up to that point shall be forfeited, unless she/he makes an annual offer of service to the University by January 15 of each year. In that case, the University shall notify the ex-Member of all postings, and an application from the ex-Member shall be considered on the same footing as applications from Members.
 - c) A sessional appointment, an appointment to teach a course that is later cancelled, and an appointment to supervise an honours thesis or to teach a pro bono course or an independent study course shall all count as appointments for the purposes of 4.18a.
- 4.19 An appointment to teach a course that is later cancelled shall count as an appointment for the purposes of 4.18a. An appointment to supervise an independent study course or honours thesis, or to teach a pro-bono course, shall also count.

Article 5 Academic Freedom

- 5.1 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.

Article 6 Appointments

6.1 General conditions of appointments

6.1.1 Appointments shall be of five types:

- (1) Per-course appointments (including Music ensembles);
- (2) E.W.P. Tutors;
- (3) Music Tutors (i.e., part-time instructor in Music — individual practical study);
- (4) Education Practicum Supervisors (i.e., part-time supervisor in Education practicum courses); and
- (5) Contract Faculty Special Instructors.

6.1.2 Authority

The authority to appoint a Member to teach a course on contract shall be granted by the Corporation only on the recommendation of Senate.

6.1.3 Appointments shall be made for all available positions. Any modifications to this procedure shall be agreed to by the Joint Committee.

6.1.4 Accommodation

- a) Contract course scheduling procedures and appointment procedures shall be followed with the aim of accommodating Members entitled to appointments on the basis of justifiable medical or compassionate grounds.
- b) Every reasonable effort shall be made in scheduling courses to accommodate a Member who comes under a protected ground of discrimination within human rights legislation.

6.2 Per-course Appointments

6.2.1 Availability of courses

- a) The number and distribution of courses taught on part-time contracts, whether in departments, divisions, the School of Education or Continuing Education, shall be recommended by Senate to the Corporation by April 15 for the fall and winter sessions and by January 15 for the spring and summer sessions.
- b) In determining such numbers Senate shall, as a priority, take into account the following academic considerations:
 - i) Course replacements for faculty on sabbatical leave, research leave or partial retirement. Such replacements will normally be at the level of two courses per term off. Departments

of less than three may request a greater level of replacement.

- ii) Course replacements necessitated through the Collective Agreement of the regular faculty.
- iii) Continuing support for regular part-time courses and courses funded through Continuing Education consistent with the academic policies of Senate.
- iv) Continuing support to English Writing Proficiency consistent with the academic policies of Senate.

Should such numbers be less than in the previous year, starting with the year 2001-2002, any report to Senate concerning such reductions must provide sufficient academic reasons for such reductions. The basis for calculating these numbers shall be the number of courses evaluated by the Contract Faculty Evaluation Committee.

c) The availability of specific courses to be taught on part-time contracts shall be determined after the decisions regarding the regular teaching load for full-time faculty have been made and through a consultation process between the appropriate Dean and the department or concentration concerned.

d) All courses to be taught on part-time contracts shall be posted in accordance with the steps outlined in Article 6.2.2 by May 15th for the Fall and Winter sessions, and by January 31st for the Spring and Summer sessions. Any such courses not posted by these deadlines may be subject to reallocation by the appropriate Dean as part-time credits to other departments within the division.

e) The recommendations regarding the attribution of all courses to be taught on part-time contracts shall be made at the same time in accordance with the procedures outlined in Article 6.2.3.

f) In the attribution of any course covered by Article 6.2.1d, priority shall be given, in the order of seniority, to Members who have seniority points for the course, provided they do not exceed their maximum workload stipulated in Article 11.7.

g) Course availability must be determined in terms of program need and not with the purpose of depriving a member of an appointment in a given session.

6.2.2 Posting of courses

a) Notification of available contract courses shall be posted on the University website. This posting shall also be communicated to all Members and to the Association.

b) The posting shall be sent to each Member by electronic mail at the address indicated by the Member and recorded in her or his personal file in the office of the Vice-Principal Academic. It is the Member's responsibility to make sure that her or his contact information is accurate.

c) This shall be done by April 30th for the fall and winter sessions and by January 31st for the spring and summer sessions. When additional courses are needed in unforeseen circumstances or in emergencies they shall be posted immediately and, when possible, not less than ten weeks before the date of their being offered.

d) Members must apply for available positions within seven (7) days of notification.

6.2.3 Appointment procedures

a) Appointments shall be made by an Appointments Committee composed of the appropriate Department or Program Committee, as defined in Article 12.1.1b, and the Association Contract Faculty Vice-President or another Member designated by her/him. The presence of this Contract Faculty representative shall be required for all decisions regarding Contract Faculty appointments.

b) Normal and accepted conflict of interest guidelines shall apply in the case of any course in which a Member or relation may reasonably be supposed to have a personal interest.

c) When considering appointments, the Appointments Committee shall have access to the following information: the seniority status for each course, validated by the office of the Vice-Principal Academic; notices, if any, from the Evaluation Committee; a curriculum vitae; and, from the student evaluations of the course in question, only the numerical scores. Members applying for courses may also supply any additional information they consider necessary.

d) Courses at both the graduate and undergraduate level may be offered to Members.

e) The normal deadlines for Contract Faculty appointments may be extended for those appointments for which the applicants include a newly-hired Member whose teaching performance has not yet been evaluated by the Contract Faculty Evaluation Committee.

6.2.4 Appointment criteria

Having received applications for available courses, the Appointments Committee shall apply the following criteria, and only the following criteria, in this order in making its recommendations:

i) Members who have taught a course at least twice before Winter 2000 shall have priority over other Members for that course, but shall lose their eligibility to exercise this right as soon as they have not taught that course at least once in a three-year period. However, Members shall not teach more than one course in a session under this dispensation.

ii) The Member with the greatest number of seniority points for a course shall be given priority over Members with fewer seniority points.

iii) When two or more Members have the same number of seniority points for a course that they have taught before, the Member with the greatest number of seniority points overall shall be given priority over other Members. In any case where two or more Members have the same number of seniority points overall, the Appointments Committee shall examine the qualifications of the Members. The Member with the superior qualifications to teach the course shall be given priority.

iv) When no Member has seniority points for the course to be offered, and one or more Members have applied for the course, the Appointments Committee shall examine the qualifications of the Members. Should only one Member be found to have the necessary expertise to teach the course, the course shall be assigned to that Member. Should more than one Member be found to have the necessary expertise to teach the course, priority shall be given to the Member with the superior qualifications.

v) A Member shall be deemed to have the necessary expertise to teach the course if she/he has either a Master's or a Ph. D. degree in the appropriate field or subfield and the ability to teach the course as described in the Academic Calendar. An Appointments Committee may not require that a Member have a Ph. D. in order to be deemed to have the necessary expertise to teach the course.

vi) Once a Member has been found to possess the necessary expertise to teach a course, this determination shall not be questioned again without cause.

vii) When there are both Members and non-Members applying for a course, the applications of non-Members may not be shared with the Appointments Committee until the qualifications of the Members who are applying have been assessed.

viii) Courses that remain unassigned after the above procedures shall be made available to non-Members and Members covered by 6.2.5.

6.2.5 Probationary period for new hires

a) Notwithstanding Article 6.2.4 vii), the requirement to assess the qualification of Members before those of non-Members shall not apply to Members who teach their first course after the Winter semester of 2013 until they have earned an overall total of at least two seniority points in different semesters for the same course or different courses.

b) Seniority points awarded to Members who teach their first course after the Winter semester of 2013 shall not be operational in terms of Article 6.2.4 until they have earned an overall total of at least two seniority points in different semesters for the same course or different courses.

6.2.6 Letters of appointment

a) Letters of appointment shall be issued by the appropriate Dean by May 15 for the fall and winter sessions, by October 15 for any additional courses in the winter session, and

by April 15 for courses in the spring and summer sessions.

b) The letter of appointment shall state only

- i) the date on which the appointment takes effect;
- ii) the date on which the appointment ends;
- iii) the course(s) to be taught by the Member;
- iv) the number of hours of teaching;
- v) the departments (at least one) and programs (if any) to which the Member belongs;
- vi) the salary and all other information concerning benefits.

c) The stipulated number of teaching hours shall be 36 for a three-credit course, or 30 hours for a laboratory course.

d) The letter of appointment shall be sent to the address indicated by the appointee and recorded in her or his personal file, or, in the case of new Members, included in their application. A copy of this letter of appointment shall be delivered to the Association and to the Chair of the Department (and/or Program, if applicable) at the same time as it is delivered to the appointee.

e) Each letter of appointment shall contain a statement that the appointment is subject to the terms and conditions of this collective agreement and shall be accompanied by a copy of this collective agreement, unless the appointee has already received a copy.

f) Special conditions of appointment other than those in this agreement shall not be made part of any appointment.

6.2.7 Acceptance of appointment

The candidate offered the appointment shall have seven (7) days to notify the appropriate Dean whether or not she/he accepts the appointment.

6.2.8 Cancellation

a) Once a candidate has been recommended to a course by the Department or Program Committee according to the procedures outlined in Article 6, the course may not be cancelled, except as described herein.

b) After a candidate has accepted an appointment, she or he shall receive the full salary for that course, paid in the usual way, unless the course is cancelled. No courses may be cancelled except (1) courses offered during the Spring and Summer intersession; (2) evening courses offered during the regular Fall and Winter sessions which are approved by the Director of Continuing Education, or by the Vice-Principal Academic acting in her/his stead; and (3) courses offered by Continuing Education at locations other than the main campus in the Borough of Lennoxville.

c) Such a course may be cancelled only for reasons of insufficient enrolment. Insufficient enrolment is defined as fewer than twelve (12) students.

d) Such a course may only be cancelled 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.

e) If a course is cancelled then a cancellation fee of one-tenth of the salary for the course shall be paid to the appointee.

f) In cases where different Members have been assigned sections of the same course, and only some sections of the course are cancelled, the remaining section(s) shall be re-allocated among the Members originally assigned to the course based on their seniority. The cancellation fees involved in such cases shall go to those Members who actually lose their sections.

6.2.9 Replacement

a) If the registration in any regular course is six (6) students or fewer, it may be replaced by another course, to be taught by the same instructor, if and only if (a) the instructor agrees and (b) the replacement course is one for which the instructor has priority over all other Members, according to the criteria outlined in 6.2.4.

b) Such a replacement of a course may only take place not less than two (2) weeks before the first scheduled lecture.

6.3 Appointment procedures for English Language Summer School (ELSS)

a) Notwithstanding Article 6.2.4, the paired courses in ELSS shall be allocated as separate and distinct courses from the individual ESL courses offered traditionally during the academic year and evenings in Spring and Summer. The individual ESL courses taught during the regular semesters and during the regular day and evening Spring and Summer programs shall be awarded individually to those Members who have the greatest number of seniority points for the individual courses individually, and the paired ELSS courses shall be offered as pairs to those Members on the ELSS seniority list who have applied. Seniority points are not transferable between the regular ESL courses and the ELSS courses, or vice versa.

b) The course numbers assigned to the paired ELSS courses shall have no bearing on ELSS appointments. Those Members on the ELSS seniority list who have applied shall, in descending order of priority, be offered the pair of courses of their choice in either the first or second ELSS session. In the case of a tie in ELSS seniority points, priority shall be given to the Member with more overall seniority points. In any case where two or more Members have the same number of overall seniority points, priority shall be given to the Member with the superior qualifications, as determined by the Department

Committee, as defined in Article 12.1.1b.

c) Paired ELSS courses that remain unassigned after all those Members on the ELSS seniority list who have applied have received one set of paired ELSS courses shall be offered to those Members on the ELSS seniority list who have applied, in descending order of priority.

d) Paired ELSS courses that remain unassigned after the above procedures shall be made available to new hires. ELSS teachers hired for the first time for the 2010 sessions or later shall be eligible to receive seniority points for their courses, but shall not be included on the ELSS seniority list until they have taught in the ELSS program three times. When they are added to the ELSS seniority list, they shall bring all their seniority points with them.

6.4 Appointments in Music

6.4.1 Appointment procedures

a) Except as specified herein, all Contract Faculty appointments in the Music Department shall follow the provisions in Article 6.2.

b) For Music tutors, the Music Department shall maintain both a Seniority List of active tutors and a Reserve List of potential tutors. Individuals shall not move from the Reserve List to the Seniority List until they have been assigned tutorials in three consecutive years. Tutors on both lists shall be evaluated by the Contract Faculty Evaluation Committee, but only those on the Seniority List shall receive seniority points. Music tutors shall be awarded a seniority point if (1) their teaching performance is satisfactory or better and (ii) according to the following formula: 1-5 enrollments equal one seniority point, 6-10 enrollments equals two seniority points, and more than 10 enrollments equals three seniority points. Priority on the Seniority List shall be determined by the total number of seniority points the Member has earned; priority on the Reserve List shall be determined by the date at which the individual was added to the list.

c) When it deems necessary, the Music Department shall seek new potential tutors for the Reserve List. The need for potential new tutors shall be advertized as specified in Article 6.2.2 and through whatever other means are considered appropriate. Decisions about candidates to be added to the Reserve List shall be made by the Appointments Committee according to the provisions of 6.2.

6.4.2 Numbers and availability of tutorials

a) The number and availability of Music tutorials shall be determined by Senate in consultation with the Music Department.

b) Tutors on the Seniority List shall be notified of the available Music tutorials (per instrument and per level) during the first week of classes in the fall semester.

6.4.3 The Assignment Committee

a) The Music Assignment Committee shall be responsible for the assignment of tutorials to Music tutors. It shall consist of the Departmental Chair and two Members designated by the Association. Normal and accepted conflict of interest guidelines shall apply in the case of any assignment in which a Member or relation may reasonably be supposed to have a personal interest.

b) The Assignment Committee shall assign the available music tutorials to the Music tutors per instrument according to the following rules:

c) Normally, students enrolling in music tutorials 270/271/272/273 and 370/371/372/373 shall continue with their original tutor. That is to say, available music tutorials for 270/271/272/273 and 370/371/372/373 per instrument shall extend the seniority protocol governing the assignments of tutorials in 172/173 (6.4.2.3b) *except where* (i) the schedule of tutors and/or students cannot be reconciled, or (ii) the interests of tutors and/or students require another assignment. In such cases the Assignment Committee shall distribute the tutorials equitably among the tutors of the instrument concerned. In the execution of this mandate, the Assignment Committee shall, as far as possible, respect the principle of seniority.

d) When (i) the schedules of tutors and/or students cannot be reconciled, (ii) the interests of tutors and/or students require another assignment, (iii) a tutor is temporarily unavailable and no other tutor is willing and/or competent to teach the course, or (iv) regular tutors cannot accommodate the number of available tutorials, the Assignment Committee may offer tutorials to Members on the Reserve List in the order of seniority.

6.5 Appointment procedures for Education Practicum Supervisor

6.5.1 Number and availability

The number of Education practicum supervisory positions shall be determined by Senate in consultation with the School of Education.

6.5.2 Appointment

Education Practicum Supervisors shall be recommended by the School of Education to the Dean of Education in the following manner:

i) Appointments shall be assigned in a flexible manner that respects the following criteria: availability, respect for the principle of seniority, a reasonable schedule for Education Practicum Supervisors, and the necessary supervision of the School of

Education's various practica.

ii) Supervisory positions that remain unassigned after the above procedure will be made available to new hires, and such assignments shall be advertised through whatever means are considered appropriate.

iii) The Dean of Education will issue letters of appointment.

6.5.3 Evaluation and seniority

Apart from the general regulations of Article 8, Education Practicum Supervisors shall receive seniority points for EDU 215/216 and/or EDU 328/329 and/or EDU 428/429 in the following manner: 1-5 student supervisions equal one seniority point, 6-10 student supervisions equal two seniority points, and more than 10 student supervisions equal three seniority points.

Article 7 English Writing Proficiency Program

7.1 There shall be an English Writing Proficiency Program under the authority of Senate and composed of the four continuing members who currently hold appointments with years of seniority. All members have the right to vote in the Program. It should be recognized that the Program offers services to the University at large, to all Divisions and Programs.

7.1.1 The workload of the members in the Program shall be tutorials and other duties previously approved.

7.2 A co-ordinator shall be elected by the members biennially and on a rotational basis. A member may, at her/his discretion, decline to be a candidate for the position of co-ordinator when it is her/his turn in the rotation. The co-ordinator shall act as the Chairperson of the Program but all policies of the Program, including distribution of workload, shall be determined at meetings of the Program by votes of the members.

7.3 The annual contract of the co-ordinator shall extend from five days before the Fall registration until two weeks after the submission of final marks for the academic year.

7.4 Appointments

7.4.1 Additional appointments of a temporary nature may be made by the co-ordinator from time to time, but only on the recommendation of the members of the Program for the position and for the appointee. Such appointees will be allocated duties by the Program and shall be entitled to the rates of pay set out in this agreement. The length of service of such an appointee will be taken into account by the Appointments Committee if the appointee becomes a candidate for a continuing appointment.

7.5 Authority to make a new appointment of a continuing nature is granted by the Corporation on the recommendation of Senate. The Appointments Committee shall consist of all the continuing members of the Program. The co-ordinator will be the Chairperson. Recommendation by the Committee of the candidate for the position will be forwarded to the Vice-Principal for final approval.

7.6 When necessary the Program will report through the Chairperson to the Vice-Principal on matters of general administration. Members shall receive letters of Appointment from the Vice-Principal which shall state only:

- 1) the date on which the appointment takes effect (in the case of a continuing member the date on which the appointment took effect);
- 2) the English Writing Proficiency program to which the member is attached;
- 3) the seniority of the member (see Article 7.7);
- 4) the salary and all other information concerning benefits.

For acceptance of appointment Article 6.2.6 shall apply.

7.7 Seniority

7.7.1 Seniority shall be determined on the basis of successive years of employment in the English Writing Proficiency Program.

7.7.2 On the recommendation of the Program, the Vice-Principal Academic may approve a leave of absence for up to a maximum of one year. Such leaves may not be unreasonably denied. In the event of a denial the member will receive a written statement of the reasons for the denial within thirty days of the application for the leave.

Such a leave shall not be considered an interruption of successive years of employment and shall not adversely affect seniority. However, such leaves shall not be counted for the purposes of seniority.

7.8 All other conditions of employment as described in the Collective Agreement shall apply to members in the English Writing Proficiency Program.

Article 8 Seniority and Evaluation

8.1 Seniority Points & Service Points

8.1.1 a) Members shall receive one seniority point for each course or section of a course (including labs) that they teach at the University, provided that their teaching performance for that course is judged to be Satisfactory.

b) Members who teach more than one section of a course shall receive one seniority point for each section, provided that their teaching performance for that course overall is judged to be Satisfactory. Separate sections of a course shall not be evaluated separately.

c) Members who teach double-numbered courses within a department (not cross-listed courses shared between departments) shall receive two seniority points, provided that their teaching performance for that course overall is judged to be Satisfactory.

d) Members who receive a Letter of Appointment to teach all or part of a course as a replacement for another teacher who is on leave from the University shall receive one seniority point for each course or section of a course that they teach, subject to the determination of the Evaluation Committee. If the portion of the course that they teach is too short to be evaluated independently, they shall receive their seniority point automatically.

e) In cases where Senate shall declare a new course to be an anti-requisite for a previously-existing course, Members with seniority points for the previously-existing course shall maintain their relative priority for the new course regardless of a change to the number of the course, the title of the course, or minor alterations to the content of the course. Except as otherwise agreed to by the Joint Committee, honors thesis courses, independent studies and pro bono courses taught by Members shall not be evaluated and Members shall not receive seniority points for these courses. Any seniority points for such courses that have already been granted by the Evaluation Committee and/or the Joint Committee shall remain in effect.

f) A Member's seniority points for a course shall be cancelled if the Member turns down all appointment offers for that course three times in succession.

g) Seniority points shall not be awarded for courses taught on temporary appointments as fulltime faculty (sessionals). Members shall retain any seniority points awarded for such courses prior to Fall 2012.

8.1.2 a) Members are entitled to receive one service point for each honors thesis course, independent study and pro bono course they teach at the University. The onus shall be on the Member to notify the office of the Vice-Principal Academic that she/he has earned a service point for a particular course. The awarding of service points shall not depend on an evaluation of the teaching performance of the Member.

b) Service points shall be counted as seniority points for the purposes specified in Article 6.2.4.iv and Article 21.5.

8.1.3 A list of the seniority points and service points for all Members shall be kept in the office of the Vice Principal Academic, and shall be made available to the Deans and Department or Program Committees for the purposes of appointments.

- 8.1.4 All Members shall have the right to consult the list of seniority points and service points kept in the office of the Vice-Principal Academic and to have errors on the list corrected.
- 8.2 Evaluation Committee
- 8.2.1 An Evaluation Committee (EC) shall be formed whose purpose is to evaluate the teaching performance of Members in order to determine the awarding of seniority points.
- 8.2.2 The EC shall be composed of the Vice-Principal Academic or an academic officer delegated by the Vice-Principal Academic, one other person for a one-year term, and three Members elected for a two-year term by and from among the Members at Faculty Council before the Senate meeting to confer degrees. To be elected, a member must receive a strict majority of the votes cast. One alternate shall also be elected, in the same manner. This alternate will serve only when a case comes before the committee involving a member of the committee or a member of her/his own family; in such a case, the committee member shall stand down in favour of the alternate.
- 8.2.3 Quorum for the Evaluation Committee shall consist of the Vice-Principal Academic or the academic officer delegated by the Vice-Principal Academic, and the three Contract Faculty Members.
- 8.2.4 The EC shall elect annually a Chairperson and a Secretary.
- 8.2.5 The EC shall keep minutes of all its meetings.
- 8.2.6 All the records of the EC shall be 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 16.0. Files must be signed for on receipt and on return. The contents of all files must be listed.
- 8.2.7 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.
- 8.3 Principles of Evaluation
- 8.3.1 Recognizing that the University is predominantly an undergraduate teaching institution, the EC shall consider teaching performance as the primary criterion in the evaluation of Members for seniority purposes.
- 8.3.2 The EC shall seek student opinion on the teaching ability and performance of Members using the questionnaire and procedures established by Senate.
- 8.3.3 In evaluating members, the EC shall

- a) consider all aspects of their teaching performance;
- b) consider only written evidence; and
- c) consider all written material in the Member's file.

8.3.4 The evaluation of a Member shall not depend on any single piece of written material, unless there is only one piece of material in their file. Except for the results of the student questionnaire, the onus shall be on the Member to ensure that their file is complete. The Member shall not be denied a seniority point for the sole reason that the results of the student questionnaire are unavailable.

8.3.5 In the evaluation of the teaching performance of a Member, 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 submitted information, including but not limited to:

- a) differences between divisions, departments, and disciplines;
 - b) the size, type, nature and level of courses taught;
 - c) the nature of the subject matter;
 - d) the experience of the instructor with the course, and the number of new course preparations assigned to the instructor;
 - e) the role of the instructor and the method of course delivery;
 - f) the quality and utility of the pedagogical materials prepared by the Member;
- and
- g) the contribution of the Member in the areas of pedagogical development and innovation, and the complexity and risk such innovation entails.

8.4 Evaluation of Music Tutors

8.4.1 Unless otherwise specified, the rules for the evaluation of Music Tutors and those for the evaluation of other Members shall be the same.

8.4.2 a) Music Tutors on the Seniority List shall be evaluated by the EC in the eighth semester following their last evaluation at the same time as Members evaluated under Article 8.5.1. Normally, those who are not teaching during that semester will be evaluated the next semester in which they are teaching; however, they may request to be evaluated in that semester even though they are not teaching.

b) Music Tutors on the Reserve List shall be evaluated each semester at the same time as Members evaluated under Article 8.5.1.

c) Music tutorials shall be evaluated in accordance with the principles of Article 8 and using the Senate approved instrument for student response. Music tutors shall be awarded a seniority point if (1) their teaching performance is satisfactory and (ii) according to the following formula: 1-5 enrollments equal one seniority point, 6-10 enrollments equals two seniority points, and more than 10 enrollments equals three seniority points.

8.5 Method of Procedure of the EC

8.5.1 Except for Music Tutors, the EC will evaluate Members for courses taught in the fall semester in the January following, for courses taught in the winter semester in the May following and, for courses taught in the spring/summer session, in the September following.

8.5.2 At least three weeks before the end of each semester, the EC shall post a notice including a list of all Members to be evaluated that semester. This notice shall also invite submissions in writing from the Members and the regular fulltime faculty of the appropriate departments or programs, and the Deans of the appropriate Divisions, which must be received no later than four weeks after the deadline for the submission of marks for that semester. A copy of this notice shall be sent to all Members, and each Member shall receive a copy of any submission to the EC regarding her or him.

8.5.3 Members who are being evaluated shall be invited to submit a teaching dossier that may include a course syllabus, the marking scheme, the assignments and tests for each course, and whatever other information the Member deems helpful to the EC in evaluating her/his teaching performance. This dossier must be received no later than four weeks after the deadline for the submission of marks for that semester.

8.5.4 A copy of this notice shall be sent to all Members. Each Member shall also receive a copy of any submission to the EC regarding her or him.

8.5.5 Notwithstanding Article 8.3.4 b) above, the EC may question any person who has submitted written information on matters pertaining to her/his submission.

8.5.6 Any motion shall be formally voted on and to carry shall require at least three (3) affirmative votes or, in the case of a vote of Unsatisfactory or Exceptional, four (4) affirmative votes. All votes of the EC shall be recorded. An abstention shall be considered a vote against any motion.

8.5.7 The EC shall notify a Member of any decision regarding her or him within fourteen (14) days of its decision.

8.5.8 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.

8.6 Satisfactory Evaluations

If the EC determines that the teaching performance for a course is Satisfactory, the EC will inform the member that a seniority point (or points, in the case of a course with more than one section) will be awarded for that course.

8.7 Preliminary Unsatisfactory Evaluations

8.7.1 If the EC determines that the teaching performance for a course is Unsatisfactory, the EC will inform the member of its preliminary evaluation and provide the Member with its reasons. Within two weeks of receipt of the preliminary evaluation, the Member shall have the right to meet with the EC 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 her/his choice.

8.8 Final Unsatisfactory Evaluations

8.8.1 The EC, after further consideration of all the evidence, will then make a final evaluation and, if the EC determines that the teaching performance for the course is Satisfactory, the EC will inform the member that a seniority point (or points, in the case of a course with more than one section) will be awarded for that course. However, if the EC determines the teaching performance is Unsatisfactory, the Member will be informed that no seniority point will be awarded for that course.

8.9 Procedures Following Final Unsatisfactory Evaluations

8.9.1 The next time a Member is evaluated for a course following a final evaluation of Unsatisfactory, she/he will be evaluated by the EC in December for courses taught in the fall semester, in April for courses taught in the Winter semester, and in August for courses taught in the Spring/Summer session.

8.9.2 If the EC determines that the teaching performance for such a course is Satisfactory, the EC will inform the Member that she/he will no longer be subject to Article 8.9. No seniority point will be awarded in this case.

8.9.3 If the EC determines that the teaching performance for such a course is Unsatisfactory, the Member will be informed that she/he will not be awarded a seniority point and will no longer be allowed to teach that course. In such circumstances any contracts for that course will become null and void and no cancellation fee (if any) will be provided.

8.10 Appeals Process

8.10.1 The AC shall consist of three Members elected by and from the Members at Faculty Council before the Senate meeting to confer degrees. To be elected, a member must receive a strict majority of the votes cast. One alternate shall also be elected, in a similar manner. The term of service shall be for one (1) year. A member of the AC may not serve on the EC, nor hear her/his own appeal nor that of a member of her/his family, nor that of an appellant in the same department, but shall be replaced by the alternate.

- 8.10.2 No Member subject to evaluation under Article 8.9 may serve on the AC.
- 8.10.3 A Member has the right to submit to the Appeals Committee (AC) any negative decisions of the EC concerning the Member within fourteen (14) days of the receipt of the decision.
- 8.10.4 Notice of appeal must be given to the Chairperson of the AC within fourteen (14) days of receipt of the decision, failing which the member's right of appeal shall be deemed to have been abandoned.
- 8.10.5 A copy of the notice shall be forwarded to the Chairperson of the EC by the Member.
- 8.10.6 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.
- 8.10.7 A copy of the written submission shall be forwarded to the EC.
- 8.10.8 In the event that the AC determines that there was an error in procedure of the EC, then, nevertheless, the AC shall determine whether the decision was reasonable and consistent as in (b) and (c) above.
- 8.11 Method of Procedure of the AC
- 8.11.1 The AC shall:
- a) elect annually a Chairperson and a Secretary;
 - 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 she/he so wishes and any other individual the AC deems appropriate;
 - e) keep minutes of all its meetings;
 - f) render a decision within fourteen (14) days of convening; and
 - g) give a detailed report of its decision to the member involved, the Chairperson of the EC, and the Association.
- 8.11.2 An abstention shall be considered a negative vote and the decision shall be that of the majority.
- 8.11.3 The member involved has the right to appear before the Committee accompanied by a member chosen by her/him to assist in her/his presentation and to speak on her/his behalf.
- 8.11.4 The proceedings of the AC shall be confidential to that Committee. All correspondence on behalf of the AC shall be agreed to by that Committee. All communications

concerning the appeal to/or from the AC, the EC, and/or the appellant shall be in writing or presented before the AC.

8.11.5 The decision of the AC shall be final and binding upon the Corporation, the Member and the Association.

Article 9 Training

9.1 Teacher training shall be offered subject to the availability of funds.

9.2 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 an institutional maximum of \$40,000 per annum.

Article 10 Discipline and Dismissal

10.1 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, her/his 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 Corporation 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 her/his file. The Member and the Association must receive a copy of all reports or disciplinary measures (including notice of reprimand) placed in the file; failing this the documents may not be used as proof during an arbitration. All warnings, sanctions, and disciplinary actions become null and void after five 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 her/his 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 19.

10.2. Dismissal shall only be for just and proper cause. Dismissal means either the termination of an appointment by the Corporation without the consent of the Member and before the end of the contracted appointment period, or the prevention from future employment with the University.

10.2.1 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 her/his 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 behaviour. "Non-conforming personal or social behaviour" shall not include failure to conform to the terms of this Agreement nor to carry out the duties and responsibilities stipulated herein.

10.2.2 "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.

10.2.3 a) Physical or emotional inability to carry out her/his reasonable duties is not ground for dismissal, unless the Member has persistently and unreasonably refused medical or other appropriate treatment. A Member 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.

b) 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 her/his duties, may relieve the Member of teaching and other duties for one (1) 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 her/his duties. During the period of such relief, the Member shall continue to receive full salary and other benefits.

10.3. 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 her/his choice. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

10.3.1. If no satisfactory solution is reached or if the Member fails to appear at the meeting provided for in Article 10.3 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 10.3, shall inform the Member in writing of the reasons for the dismissal in sufficient detail to enable her/him to prepare her/his defence. The Corporation shall send to the Association a copy of the letter to the Member.

If an agreement is reached at this or subsequent stages of the procedure, the Corporation shall not reinstitute dismissal proceedings based upon the same specific misdeeds and circumstances.

10.3.2 If the Member wishes to contest the dismissal, she/he, within fourteen (14) days of the receipt of the notice referred to in Article 10.3.1, 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 19.21 according to the procedures set out in the Article.

10.3.3 Upon writing to the Member informing her/him of the reasons for dismissal, the Corporation may, by written notice for stated cause, relieve the Member of some or all of her/his University duties until the Arbitration Board has made its decision. Salary and benefits may be continued at the discretion of the Corporation.

10.3.4 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.

10.3.5 The Board shall issue a written decision which contains findings of fact, reasons, and conclusions as to 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.

10.3.6 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 the Member, the Board may make recommendations that it deems just and equitable in the circumstances.

10.3.7 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.

10.3.8 Except as provided for in Articles 6.1.4, 10.1 or 10.3, a Member shall not be suspended by the Corporation from any of her/his teaching or other duties at the University.

10.3.9 In the event that a Member does not contest her/his dismissal, the Corporation may grant compensation.

10.3.10 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.

Article 11 Terms and Conditions of Employment and Leaves

11.1 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 herself/himself for more than the equivalent of one week of classes without the permission of the Dean of his/her Division.

11.2 Payment

The salaries of Members shall be paid in eight equal installments by transfer on alternate Thursdays to any Bank or Caisse Populaire in Canada.

11.3 Holidays

Members are entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria 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 also observe their religious holy days.

11.4 Vacation

An additional 8% of base salary shall be added to each installment as vacation pay.

11.5 A member may accept remuneration for pursuit of activities beyond the University without prejudice to her/his university position.

11.6 Off-Campus Teaching

The Corporation agrees that a member who teaches Bishop's University courses, whether credit or non-credit, away from the University campus shall be granted a travel allowance according to the amounts specified in Article 21.

11.7 Teaching Load

a) Normally, Members shall not teach more than a total of eighteen (18) credits over the entire academic year (Fall, Winter, Spring, Summer). For the purposes of this article, the academic year shall be considered to begin in the Fall session. However, Members may be allowed to teach beyond the maximum load with the agreement of the Joint Committee.

b) Should a Department or Program Committee wish to recommend that a Member teach more than the allowed teaching load, the Chair of the Appointments Committee must send a letter to the Joint Committee outlining all the reasons for such a recommendation.

11.8 Markers and Demonstrators

Subject to the approval of the appropriate Dean, each Member has the right to a marker or reader for courses in which the registration is twenty-one (21) or more students, and to a demonstrator in laboratory courses in which the registration is twenty-one (21) or more students. Should a Member choose herself or himself for the job of marker or reader, and subject to the approval of the Dean, the Member will be reimbursed at twice the maximum rate.

11.9 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.

11.10 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 all Members with the protective equipment and clothing required for the safe and effective performance of their duties.
- d) Should any member require special considerations for reason of health (e.g. or such consideration promptly and with the well-being of the Member 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 cases 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 woodshop, to ensure the health and safety of the students.

11.11 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 her or his office, position or employment.

11.12 Leaves

11.12.1 General Conditions

a) Members shall not be penalized, either in pay, in benefits or in seniority, for going on leave.

b) Except as specified below, a Member on any leave mentioned in this Article shall be entitled to full salary, up to the maximum length of her/his current appointment.

c) Should any leave mentioned in this Article be of such a length that it prevents a Member in subsequent semesters from taking up a contract to teach a course or courses to which she/he would have been entitled under the provisions of Article 6.2.4, then the course(s) may be assigned to the next Member in line. In such a case, the Member on leave shall automatically receive a seniority point for the course(s), and the Member teaching the course(s) shall also receive a seniority point for the course(s), provided her/his teaching performance for the course(s) is found to be Satisfactory.

d) Non-acceptance of an appointment while on leave shall not count as a refusal of the appointment in the sense of Article 7.

e) A Member is deemed to continue to be a Member of the bargaining unit up to eight (8) semesters after the completion of her/his last appointment, including an independent study, honors thesis course or pro-bono course.

11.12.2 Court Leave

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

11.12.3 Compassionate Leave

A Member may arrange with the Department and the Dean of the appropriate Division a planned or emergency leave of up to four weeks. Permission for such leave shall not be unreasonably withheld.

11.12.4 Sick Leave

A Member shall be granted leave for the duration of her or his illness if, as certified by a

physician, the Member cannot accept or carry out the duties of her/his appointment for health reasons.

11.12.5 Maternity, Paternity and Parental Leaves

a) The provisions of Article 11.12.5-11.12.13 shall apply to those Members who are eligible and apply for Quebec Parental Insurance Plan (QPIP) benefits for Maternity, Paternity or Parental Leave when:

- (i) they are actually teaching a course or courses at Bishop's University, or
- (ii) they would be teaching a course or courses at Bishop's University, due to their seniority points, were it not for the fact that they need to be absent on Maternity, Paternity or Parental leave.

b) Members who do not meet the criteria of 11.12.5a (i) or (ii) when they start receiving QPIP benefits for Maternity, Paternity, Adoption or Parental leave shall be able to avail themselves of the provisions of this article if and when they do meet either criterion.

11.12.6 Maternity Leave

a) Subject to the provisions of Article 11.12.5, 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 Maternity Leave as specified in Article 11.12.6a, the 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 for any and all courses mentioned in Article 11.12.5;
- (ii) further, in the event of any reduction in the Member's QPIP benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 11.12.6b (i).

c) If the Member is disentitled or disqualified from receiving QPIP benefits, or should QPIP cease to provide coverage for maternity benefits or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of her nominal earnings for any and all courses mentioned in Article 11.12.5 for the period of her leave.

d) The Member shall also receive a seniority point for any and all courses covered by Article 11.12.5.

e) 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.

f) The notice period in Article 11.12.6 e) shall not apply if the Member stops working because of complications caused by her pregnancy because of a birth, still birth, or miscarriage.

11.12.7 Paternity Leave

a) Subject to the provision of article 11.12.5, 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. 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 11.12.7a) a Member shall receive from the Corporation, for a period of three (3) weeks, the difference between his QPIP benefits and 100% of his nominal salary for any and all courses mentioned in Article 11.12.5.

c) The Member shall also receive a seniority point for any and all courses covered by Article 11.12.5.

d) 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

11.12.8 Parental Leave on the Occasion of the Birth of a Child

a) Subject to the provisions of Article 11.12.5, on the occasion of the birth of a child, a Member shall be entitled to a Parental Leave of up to thirty (35) weeks depending on the plan chosen by the Member with QPIP(Basic or Special Plan).

b) During the period of Parental Leave as specified in Article 11.12.8a the Member shall receive from the Corporation:

(i) For a maximum period of up to 32 week 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 for any and all courses mentioned in Article 11.12.5.

(ii) for the last three (3) weeks, 100% of her or his nominal salary for any and all courses mentioned in Article 11.12.5;

(iii) further, in the event of any reduction in the Member's QPIP benefit entitlement, the amount necessary to ensure that the Member receives the top-up described in Article 11.12.8b (i).

c) If the Member is disentitled or disqualified from receiving QPIP benefits, or should QPIP cease to provide coverage for parental leave or adjust the amount of benefits that

were received, the Corporation shall maintain the Member at 100% of her or his nominal earnings for any and all courses mentioned in Article 11.12.5 for the period of her or his leave.

d) The Member shall also receive a seniority point for any and all courses covered by Article 11.12.5

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

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

a) Subject to the provisions of Article 11.12.5, on the occasion of the adoption of a minor child coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a paid parental leave of up to thirty-seven (37) weeks depending on the plan chosen by the Member with QPIP (Basic or Special Plan).

b) During the period of Parental Leave as specified in Article 11.12.9a, 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 for any and all courses mentioned in Article 11.12.5;

(ii) further, in the event of any reduction in the Member's QPIP benefit entitlement, the amount necessary to ensure that the Member receives the top-up described in Article 11.12.9b (ii).

c) If the Member is disentitled or disqualified from receiving QPIP benefits, or should QPIP cease to provide coverage for parental leave or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of her or his nominal earnings for any and all courses mentioned in Article 11.12.5 for the period of her or his leave.

d) The Member shall also receive a seniority point or points for any and all courses covered by Article 11.12.5.

11.12.12 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.

Members who take such a leave shall receive a seniority point for any and all courses that, because of their seniority points, they would have been able to teach, were it not for the fact that they need to be absent on pregnancy or parental leave.

11.12.13 General Considerations

a) During a Maternity, Paternity, Adoption and/or Parental Leave, the Member's benefits continue as if the employee was 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) If the Member qualifies for sickness benefits under the Employment Insurance Act, then for the period of the sickness the Member shall be entitled to receive an amount equal to the difference between the EI benefits received by the Member and 100% of the Member's nominal salary for any and all courses mentioned in Article 11.12.5. If the Member does not qualify for sickness benefits under the Employment Insurance Act, then the Corporation shall maintain the member at 100% of her nominal earnings for any and all courses mentioned in Article 11.12.5.

e) Subject to the provisions of Article 11.12.5, when there is an interruption of pregnancy, a Member is entitled to Maternity Leave provided for in Article 11.12.6 beginning the week the pregnancy is interrupted if it occurs after the 19th week of pregnancy.

f) Subject to the provisions of Article 11.12.5, the Member may add a 15-week extension to her Parental leave if the health of the newborn infant requires such an extension. During these extensions, the Member shall receive paid pregnancy leave on the same basis as described in 11.12.6b.

g) Upon return to work, a Member who has taken a leave under this Article shall resume her/his former position as provided for under this Collective Agreement.

h) 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 further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the acts.

11.12.14 Maternity, Paternity and Parental Leave (without QPIP)

a) The provisions of Article 11.12.14 shall apply to those Members who are ineligible for QPIP benefits for pregnancy or parental leave and who seek such a leave from Bishop's University to cover any semester or part of a semester when:

(i) they are actually teaching a course or courses at Bishop's University, or
(ii) they would be, because of their seniority points, teaching a course or courses at Bishop's University, were it not for the fact that they need to be absent on pregnancy or parental leave.

b) Members who do not meet the criteria of 11.12.5a (i) or (ii) when they start receiving QPIP benefits for pregnancy or parental leave shall be able to avail themselves of the provisions of this article if and when they do meet either criterion.

Such a Member shall receive from the Corporation compensation equal to 25% of the salary for a three-credit course, and a seniority point, for each course they were contracted to teach or, because of their seniority points, would have been eligible to teach, were it not for the fact that they needed to go on leave.

11.12.15 Political Leave

A Member may run for political office during the period of her or his appointment. She/he will be entitled to three (3) weeks leave of absence for this purpose. The Member shall make all reasonable efforts to make up any missed classes.

11.12.16 Care-Giver Leave

Upon written request, and with the approval of the Corporation, a Member may take a leave of up to one year in order to take care of a family member.

11.12.17 *Perfectionnement* Leave

Upon written request, and with the approval of the Corporation, a Member may take a leave of up to one year in order to upgrade her/his academic qualifications.

Article 12 Representation

The Corporation and the Association agree upon the importance of the representation and integration of members into the University and Faculty bodies. The Corporation and the Association agree upon the importance of (a) the quality of teaching and (b) the development of teaching skills of members and their representation on committees of the University related to teaching.

Accordingly, Members shall be guaranteed representation on the Teaching Evaluation Committee, the Continuing Education Committee, and the Academic Space Committee.

12.1 Department or Program Committee

12.1.1 a) Every Member shall be a member of some department or program, whether or not they are currently teaching.

b) In each department or program there shall be a Department or Program Committee composed of all the regular faculty members of the department and all Members in that department or program.

c) Members in a Department or Program Committee shall have altogether at least one vote per regular load equivalent or part of a regular load equivalent (a regular load equivalent is 21 credits). If more than 21 credits are taught by Members in the Department or Program during the academic year, Members will have 2 votes in the Department or Program Committee.

d) The Members in a Department or Program Committee shall select their voting representative(s) in a manner of their choosing and shall forward their name(s) to the Chair of the department or program and of the pertinent division or school by September 20th of each academic year.

e) The Department or Program Committee shall elect its chairperson and determine its policies by a majority vote of the Committee, as per the voting rights in Article 12.1.1c.

f) All Members, whether or not they are currently teaching, shall be notified of and have the right to participate in all meetings of the Department or Program Committee of the department or program to which they belong. They shall have the right to make representations on all issues.

12.2 Division or School

All Members, whether or not they are currently teaching, shall be notified of, and have the right to participate in, their respective Division or School meetings. Members who have voting rights as representatives in their Department or Program Committee in accordance with Article 12.1.1 c) shall have the right to vote in their respective Division or School meetings. In addition, Members have the right of representation on Selection Committees for Deans as per Division V, Section 1 of the Statutes.

12.3 Faculty Council

All Members, whether or not they are currently teaching, shall be voting members of Faculty Council, except in the case of votes for those representative positions on Senate or the Board of Governors already designated for regular faculty and for those positions on committees under the collective agreement of the regular faculty members.

12.4 Senate

Two Members shall be elected to Senate as per Division I, Section 5 of the Statutes of the University.

12.5 Board of Governors

Members shall have representation at the Board of Governors as determined from time to time by the appropriate bodies.

Article 13 Appointment of Administrators

The Corporation and the Association agree that there may be full involvement of Members in the creation of new academic administrative appointments and in the selection of academic administrators. In the case of the position of the Director of Continuing Education, there shall be full involvement of members.

Article 14 Administrative Stipends

Members who perform administrative duties, or duties other than those normally part of their teaching duties, shall be remunerated as follows:

- a) Each Member who serves on the Contract Faculty Evaluation Committee shall receive an annual stipend equal to one quarter of the regular salary paid for a three-credit course. These stipends shall be automatically paid by the Corporation within three weeks after the Committee has completed its work for each semester.
- b) Members who serve as members of other University bodies shall be paid at a rate of \$22.00 per hour. Hours compensated shall not be limited to hours of attendance at meetings, but shall include reasonable time for preparation (normally one half hour for every hour of meeting).
- c) The University bodies referred to in "b" shall include, but not be limited to, the Contract Faculty Appeals Committee, the Senate, and the Principal Search Committee.
- d) Subject to prior agreement between the Corporation and the Member, other forms of University service may also be remunerated at the hourly rate referred to in 14b, including, where appropriate, their preparation time.
- e) This Article shall not apply to attendance as an ordinary member at Departmental, Program, Divisional, School or Faculty Council meetings.
- f) Members in the English Writing Proficiency Program shall be paid 85% of their hourly wage for consultations and other duties.

Article 15 Employment of Non-Members

- 15.1 The Corporation agrees not to employ non-Members of the bargaining unit to perform teaching duties except as specified below:
- a) Nothing herein shall prevent the teaching of courses by the Principal, the Vice-Principal Academic, the Deans, or the Chief Librarian.
 - b) Nothing herein shall prevent the employment of students or others as markers or demonstrators.
 - c) Nothing herein shall prevent the teaching of courses by individuals who are on an approved exchange between the University and another university.

Article 16 Access to Files of Members

- 16.1 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.
- 16.2 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 AC, or Department or Program Committees for the purposes of appointments. External letters of reference shall not be included in personal files and shall be destroyed once the appointee has commenced his or her duties. All contents of such files shall be listed and numbered.
- 16.3 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.
- 16.4 Members shall have the right to have the Corporation prepare copies of their files at its expense.
- 16.5 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.
- 16.6 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.
- 16.7 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.

- 16.8 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.

Article 17 Copyrights and Intellectual Property

- 17.1 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 results of their work or to modify research to enhance patentability. No creator is obliged to engage in commercial exploitation.

- 17.2 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.

- 17.3 Copyrights

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.

- 17.4 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 works of art.

- 17.5 Copyrights in Lectures and Laboratory Notes

The Corporation hereby agrees and undertakes the transfer to the author(s), and hereby transfers to the author(s), 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 her/his 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 her/his lecture and/or laboratory notes to students at a profit.

17.6 Copyrights on Computer Software

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

17.7 With the exception of the items designated in 17.3, 17.4, 17.5 and 17.6 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 commercialization.

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

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 the 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 the 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.

Article 18 Continuing Practices

18.1 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.

18.2 In particular the Corporation shall ensure that there is an adequate level of support in the following areas, provided at no cost to the Member:

- i) secretarial and related services as listed in Letter of Intent 2012-02CF 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;
- ii) technical support;
- iii) office and laboratory space and ancillary facilities such as language laboratories;
- iv) telephones and other business machines;
- v) office supplies and equipment;
- vi) teaching aids and equipment;
- vii) markers, readers, and demonstrators.
- viii) library, computing services and duplicating services as specified in the Memorandum of Agreement [version of full-time faculty memorandum].

18.3 a) During semesters when they are teaching, each Member shall automatically receive at no cost the usual entitlements granted to full-time faculty, including, but not limited to,

- i) a shared office with a reasonable amount of office furniture, a computer with Internet access, a telephone and office supplies;
- ii) a University email account;
- iii) access to the Library and computing services;
- iv) a photocopy card and access to duplicating services;
- v) a campus mail box;
- vi) a Bishop's University identity card;
- vii) a listing in the Campus Directory and on the University Website;
- viii) a password to access the part of the University Website dealing with course registration.

b) In addition, each newly hired Member shall automatically receive at no cost

- (i) a copy of the most recent version of the Collective Agreement;

- (ii) a copy of any and all policies and other material relevant to the evaluation process, including the student evaluation questionnaire; and
- (iii) a copy of the University Staff Handbook and any other relevant policy manuals normally given to full-time faculty.

c) At the end of every semester they teach, Members shall receive, upon request, their Report of Employment for Employment Insurance purposes.

18.4 Each Contract Faculty office is to be shared by at least two Members and by a maximum of three Members. Access to the office by the University shall be restricted to normal cleaning and repair services and to emergencies.

18.5 During semesters when they are not teaching, Members shall maintain the right to the following entitlements at no cost:

- i) a University email account;
- ii) access to the services of the Library;
- iii) a Bishop's University identity card;
- iv) free tuition for themselves and their dependents, subject to the conditions specified in Article 21.5; and
- v) access to the professional development funds specified in Article 22.2a, and the right to apply for the professional development funds specified in Article 22.2b.

18.6 All notices to Members required under this Collective Agreement shall be sent to the Member via email unless another article specifies the use of the mail. These notices shall be sent to the email or postal address indicated by the Member and recorded in her or his personal file. It is the Member's responsibility to ensure that her or his contact information is accurate.

18.7 Each academic year the Corporation shall provide a sum of money equal to the salary for teaching a three-credit course to be used for a series of six prizes to recognize excellence in teaching on the part of Members. These prizes shall be awarded by the Contract Faculty Evaluation Committee according to a set of criteria to be established by the Committee. These criteria, and the recipients of the prizes, shall be established by a majority vote of the members of the Committee.

Article 19 Grievance and Arbitration

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

19.2 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.

- 19.3 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.
- 19.4 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 19.13, 19.14 and 19.19.
- 19.5 Time limits may be extended through mutual written agreement between the grievant and the grievance committee.
- 19.6 A member may submit a grievance in writing to the Corporation, within thirty (30) days of obtaining knowledge of the event 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.
- 19.7 The Corporation shall reply in writing with a copy to the Association, within fourteen (14) days after receipt of the grievance.
- 19.8 If the Corporation does not reply within the time limit set in Article 19.7, 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 30. 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 19.7.
- 19.9 If any member of the Joint Committee is involved in a grievance, then she/he shall be replaced by a nominee from the appropriate body.
- 19.10 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 she/he so wishes. The grievant shall be allowed to examine the minutes of the Joint Committee relating to her/his case.
- 19.11 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.

19.12 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.

19.13 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 or the Corporation to bring the grievance to the Joint Committee shall be those stipulated in 19.6.

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

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

19.16 Arbitration

If a settlement is not reached within the time limits set out in Article 19.13, the Association or the Corporation can proceed to arbitration.

19.17 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 19.13.

19.18 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.

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

19.20 Appointment of Arbitrators

Grievances brought to arbitration shall be heard by the sole arbitrator who shall be selected according to the procedure established in 19.21.

19.21 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.

19.22 Procedures

- a) Not less than fourteen (14) 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.
- b) The arbitrator has the discretion to admit evidence or hear testimony not exchanged under a).
- c) 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.

19.23 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.

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

19.25 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.

19.26 Expenses

The costs of the arbitration under Article 19 are to be assumed jointly by the Corporation and by the Association. Each party will assume the costs of its own legal advice.

Article 20 Salary

- 20.1 The salary for teaching a three-credit course, including vacation pay of 8%, shall be \$7430.53 for the academic year 2012-2013, \$7579.14 for the academic year 2013-2014, and \$7768.62 for the academic year 2014-2015.
- 20.2 The salary for teaching an intensive course, defined as a course taught in three weeks or less, shall be one half the regular salary in 20.1.
- 20.3 The salary for a laboratory course shall be one half of the regular salary in 20.1
- 20.4 The hourly wage for EWP Tutors for work accomplished for tutorials, including vacation pay of 8%, shall be \$45.45 for the academic year 2012-2013, \$46.36 for the academic year 2013-2014, and \$47.52 for the academic year 2014-2015.
- 20.5 The hourly wage for Music Tutors for work accomplished for tutorials, including vacation pay of 8%, shall be \$78.08 for the academic year 2012-2013, \$79.64 for the academic year 2013-2014, and \$81.63 for the academic year 2014-2015.
- 20.6 For the period covered by this Collective Agreement, the Education Practicum Supervisors shall be paid, for every full day of supervision, \$349.78 for the academic year 2012-2013, \$356.78 for the academic year 2013-2014, and \$365.70 for the academic year 2014-2015.
- 20.7 The basic salary scale for Contract Faculty Special Instructors shall be that of the Assistant Professor level for the regular fulltime faculty.
- 20.8 Negotiated changes to all salaries mentioned in Article 20 for all subsequent collective agreements shall be identical to, or greater than, the negotiated percentage salary increase in the salaral mass of the regular fulltime faculty and professional librarians.

Article 21 Benefits

21.1 General provisions

- a) All existing benefits applicable to Members shall be maintained except insofar as they are modified by this agreement.
- b) Participation in these benefits shall be open to all Members and optional for all Members.
- c) At the request of the Association, the Corporation shall provide administrative support for the operation of these benefit plans.
- d) There shall be a Joint Committee consisting of 2 representatives of the Association and 2 representatives of the Corporation for the ongoing review of group plans.

21.2 Pension plan

Members shall be eligible for the money purchase plan if they have taught three courses in a year or have accumulated 700 hours of work.

21.3 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 remainder of the premium. Members who are eligible under 21.2 are also eligible for 21.3 for a maximum of \$13,500.

21.4 Parking

A Member who wishes to purchase a sessional parking permit shall be charged a fee equal to one ninth of the fee charged to a regular faculty member for such a permit multiplied by the number (to a maximum of nine) of credits the Member teaches on the university campus in that session.

21.5 Free tuition

All Members who have 8 seniority points and Quebec residency, and their dependents, shall be entitled to free tuition for all credit courses offered by Bishop's University. Dependents of a Member are defined as his or her spouse and those children of the Member for whom the Member could claim income tax allowances.

21.6 Travel allowance

a) Members living in Knowlton, Lennoxville or Montreal who are hired to teach a course or courses, whether credit or non-credit, at another of the University's teaching locations shall be granted a travel allowance in the amount shown in the chart below. The figures in the chart represent the amount to be paid for the semester for a course taught during the Fall or Winter if the course meets one day a week. For a Fall or Winter course meeting two or three days a week, the amount is to be doubled or tripled. For a Spring or Summer course, the amount shall be pro-rated accordingly. Members who choose to do so may reduce their travel costs by staying overnight and may therefore use some of this money for their accommodations, provided they do not exceed the daily limits shown in the chart. These Members shall not be required to produce receipts.

	Lennoxville	Knowlton	Montreal
Montreal	\$862	\$680	-----
Knowlton	\$735	-----	\$680
Lennoxville	-----	\$735	\$862

- b) Members travelling from Ottawa and all other locations further away shall receive an allowance that is 50% greater than the allowance they would have received if they were travelling from Montreal.
- c) Where necessary, the amounts in 21.6a shall be increased to cover reasonable and actual costs of travel for Members travelling by bus.
- d) Members travelling by bus whose teaching schedule would otherwise require them to miss the last bus shall be permitted to start their classes half an hour earlier than normal.
- e) Subject to the approval of the appropriate Dean, Members travelling from further away than Montreal to teach at any University teaching location shall be reimbursed for reasonable and actual costs of travel to and from the place of teaching, as well as for necessary accommodations.
- f) Members not covered by the preceding clauses and who live more than fifteen (15) kilometers from the University teaching location(s) at which they have been hired to teach shall be granted a travel allowance at the same cents-per-kilometer rate as those in 21.6a. These Members shall not be required to produce receipts.
- g) Should the Corporation raise the rate paid for travel on University business to any group of University employees during the life of this contract, then the same percentage increases shall be granted to all Members receiving travel or displacement allowances.
- h) Members shall be notified of the amount of the travel allowance they are to receive within thirty (30) working days of the start of the semester in question. A copy of this notice shall be sent to the Association.

Article 22 Expenses

22.1 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 her/his choice, travel by car and receive an allowance of not less than forty-five (45) cents per kilometre, or 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 her/his 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.

- b) Actual hotel expenses shall be reimbursed at full cost on submission of receipts.
- c) Actual costs of meals and other incidental expenses shall be reimbursed to the Member in full on submission of receipts, or the member may at her/his choice receive a daily subsistence allowance of sixty (\$60) dollars.

22.2 Professional expenses

- a) Allowable professional expenses shall include but need not be limited to:
 - i) expenses for travel to and accommodation at learned or professional conferences;
 - ii) *perfectionnement* expenses;
 - iii) other expenses allowable by tax regulations.
- b) The Corporation shall allocate \$750 to each Member, regardless of her/his type of appointment, for each regular load equivalent of 21 credits to defray professional expenses. These monies shall continue to be available for the appointee's use until she/he ceases to be a Member, at which point they shall revert to the University, unless the Member makes the annual offer of service referred to in Article 4.18b. Members who receive appointments as regular fulltime faculty shall be permitted to transfer any unused PDF monies from their Contract Faculty account to their regular fulltime account.
- c) The Corporation will make available an annual sum of \$25,000, to begin July 2002, for the payment of professional development.
 - i) Members must apply for these funds by sending in a written request to her/his appropriate Dean or authorized person by June 1 or December 1.
 - ii) Members may request financial support to a maximum of \$500 to upgrade their academic qualifications (*perfectionnement*), to attend meetings to give academic papers, to attend meetings to improve their teaching skills or to purchase specialized materials to carry out research or teaching activities. Materials purchased through these funds remain the property of the University.
 - iii) Evaluations of requests and allocation of funds for these purposes will be determined by a committee of Deans.
- d) Within the annual sum of \$25,000, whenever a Member presents a paper at a conference, she/he shall receive an additional sum of \$400. 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. A paper can include a poster session. The paper shall have been announced in a written program, and a written abstract shall be available. The paper must be presented by the Member at the conference.

Article 23 Correspondence

All correspondence between the Association and the Corporation arising out of the 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 receipted and registered mail shall be used.

Article 24 Amendments to the Bishop's University Act

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

Article 25 Anomalies

The Association and the Corporation agree to deal promptly at the Joint Committee with any anomalies that may arise from this Agreement.

Article 26 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.

Article 27 Copies of the Agreement

27.1 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.

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

Article 28 Term and Duration of the Agreement

28.1 This agreement shall be binding and remain in effect from July 1, 2012 to June 30, 2015. The Agreement shall remain in force and bind the parties until such a time as a new

agreement is signed between them.

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

Article 29 Changes in the 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.

Article 30 Joint Committee for Administration of the Agreement

- 30.1 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.

30.2 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 fulfillment 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.

30.3 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 initialed by all the committee members, constitute Memoranda of Agreement between the parties.

30.4 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.

Article 31 Administration of Contract

31.1 For the purposes of conforming to the federal government's Employment Insurance Program and the calculation of total preparation hours, the Corporation and the Association agree to use the same norms established at Quebec universities for the calculation of the preparation hours considered for three-credit course contracts. The latest norm is two hundred and seventy-five preparation hours per credit course. This norm is subject to adjustments concluded between the various parties at the provincial level and the Employment Insurance Commission.

31.2 For Music and EWP Tutors, one preparation hour will be recognized for each hour of tutorials.

Article 32 Privacy and Campus Surveillance

32.1 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.

32.2 Notwithstanding 32.1, 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.

32.3 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.

32.4 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.

Article 33 Information Technology

A Joint Committee, composed of two representatives from the Corporation and two from the Association, shall be established to determine policies in the area of information technology impacting Articles 8 (Seniority and Evaluation), 18 (Continuing Practices) and 32 (Privacy and Campus Surveillance) 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.

Article 34 Continuing Contract Faculty

- 34.1 a) Members who have taught at least four (4) courses at the University each academic year for at least three academic years in a row, and who continue to teach at least one course a semester during the regular session at the University, shall be granted the status of Continuing Contract Faculty.
b) Courses taught by Members on temporary appointments as full-time faculty (sessionals) shall be included in the calculations for continuing status only if they were Members before they received these appointments.
c) Pro bono courses and honors thesis courses shall also be included in the calculations for continuing status.
d) The onus shall be on the Member to assert her/his status as Continuing Contract Faculty.
- 34.2 Continuing Contract Faculty shall retain the right of access to their offices during the summer months, even if they are not teaching during this period, and no Member with Continuing Contract Faculty status shall be reassigned to a different office without her/his prior agreement.

Article 35 Contract Faculty Special Instructors

- 35.1 Except as outlined below, the Contract Faculty Special Instructors shall have the same conditions of employment as other Members.
- 35.2 In the determination of course allocations for a given academic year, Departments shall allocate courses to Contract Faculty Special Instructors in the same manner as is done for regular faculty and *before* the determination of course availability as per the Contract Faculty collective agreement.
- 35.3 Each Contract Faculty Special Instructor shall be a full continuing member of her/his department and shall have her/his own vote in Department and Division or School meetings. When calculating the number of courses taught by Contract Faculty for the purposes of determining Contract Faculty representation at Department meetings, the courses taught by Contract Faculty Special Instructors shall not be included, and the Contract Faculty representatives shall not be taken as representing the Special Instructors.

- 35.4 Each Contract Faculty Special Instructor shall have her or his own vote for the Chair of their Department and the Dean of their Division or the Director of their School. They shall also have the right to serve as the Chair of their Department.
- 35.5 Contract Faculty Special Instructors shall be voting members of the Faculty Council. For special ballot voting as required for either Collective Agreement they shall vote as Contract Faculty only.
- 35.6 Contract Faculty Special Instructors shall have the right to serve on any committee of the University as Contract Faculty.
- 35.7 Contract Faculty Special Instructors shall have the right to sit on appointments committees for regular faculty.
- 35.8 As individuals with continuing status, Contract Faculty Special Instructors are entitled to individual private offices with a reasonable amount of office supplies and office furniture, including a computer and a telephone. "Private" implies that access is restricted to normal cleaning and repair services and to emergencies, except by consent of the Member. Contract Faculty Special Instructors shall retain the right of access to their offices during the summer months, even if they are not teaching during this period, and no Contract Faculty Special Instructor shall be reassigned to a different office without her/his prior agreement.
- 35.9 Contract Faculty Special Instructors are entitled to apply for *perfectionnement*, sabbatical and research leaves, and for these matters shall be treated in the same manner as faculty under stream 6.04a of the Collective Agreement of the Fulltime Faculty & Librarians unit of the Association.
- 35.10 Contract Faculty Special Instructors shall have the same rights of access to the health benefits as the regular faculty covered by the Collective Agreement of the Fulltime Faculty & Librarians unit of the Association.

Letter of Intent #1 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 Collective Agreement, and remain in force:

- LOFI #1 of the 2006-09 Collective Agreement
- LOFI #2 of the 2006-09 Collective Agreement
- LOFI #5 of the 2006-09 Collective Agreement
- LOFI #6 of the 2006-09 Collective Agreement
- LOFI #7 of the 2006-09 Collective Agreement
- LOFI 2010-18 (CF)
- LOFI 2011-01 (CF)
- LOFI 2011-09 (CF)
- LOFI 2012-02 (CF)

Letter of Intent #2 2012-2015 Collective Agreement

Notwithstanding Article 12, the Corporation and the Association agree that, in calculating the number of votes as detailed in 12.1.1.c), courses offered away from the main campus outside of the regular degree program of a Department or Program Committee shall not count toward the number of credits delivered by Members. Nonetheless, it is recognize that Members have a right to representation, and Members teaching in such external programs shall have the right to elect their own voting representative(s) according to the provisions of 12.1.1.d who will replace the regular voting representative on the Department or Program Committee on those occasions when the external program is being discussed.


Letter of Intent #3 2012-2015 Collective Agreement

In LOFI #5 of the 2006-09 Collective Agreement the displacement fee for ELSS instructors from out of town shall be increased from \$300 to \$350.

Letter of Intent #4 2012-2015 Collective Agreement

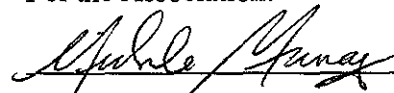
The Corporation and the Association agree that nothing in the Collective Agreement shall prevent the Contract Faculty representatives of the Association who were serving on University or Association bodies during the period of the 2009-2012 contract from continuing to be eligible for re-election or re-appointment, provided there is no break in their terms of office.


For the Corporation:



Date: May 9, 2013

For the Association:





SIGNATURES

For the Corporation:

W. Childs

Paul [unclear]

For the Association:

Michelle Conway

Daron Westman

[unclear]

[unclear]

Date: *May 9, 2013*