



UNIVERSITÉ
BISHOP'S
UNIVERSITY

COLLECTIVE AGREEMENT FOR FACULTY

BISHOP'S UNIVERSITY

July 2016 - June 2020

1.00	PREAMBLE
2.00	DEFINITIONS
3.00	MANAGEMENT RIGHTS OF THE CORPORATION
4.00	RECOGNITION, RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION
5.00	ACADEMIC FREEDOM
6.00	RANKS AND APPOINTMENTS
7.00	EVALUATION
8.00	DISMISSAL AND DISCIPLINE
9.00	TERMS AND CONDITIONS OF EMPLOYMENT AND LEAVES
10.00	SABBATICAL LEAVE
11.00	ADMINISTRATIVE STIPENDS
12.00	EMPLOYMENT OF NON-MEMBERS
13.00	ACCESS TO FILES OF MEMBERS
14.00	COPYRIGHTS
15.00	CONTINUING PRACTICES
16.00	GRIEVANCE AND ARBITRATION
17.00	CHANGES IN THE SIZE AND COMPOSITION OF THE FACULTY FOR ACADEMIC REASONS
18.00	FINANCIAL EXIGENCY
19.00	SALARIES
20.00	BENEFITS
21.00	EXPENSES
22.00	INFORMATION TECHNOLOGY
23.00	PRIVACY AND CAMPUS SURVEILLANCE
24.00	BUDGETARY ADVISORY GROUPS
25.00	CORRESPONDENCE
26.00	AMENDMENTS TO THE BISHOP'S UNIVERSITY ACT
27.00	STATUTES OF BISHOP'S UNIVERSITY
28.00	BINDING NATURE OF AGREEMENT
29.00	COPIES OF THE AGREEMENT

- 30.00 TERM AND DURATION OF AGREEMENT
- 31.00 CHANGES IN AGREEMENT
- 32.00 JOINT COMMITTEE FOR ADMINISTRATION OF THE AGREEMENT

APPENDIX 1

APPENDIX 2

Letter of Intent 2017/04 F

Memorandum of Agreement 1

Memorandum of Agreement 2

Memorandum of Agreement 3

Memorandum of Agreement 4

- 33.00 SIGNATURES

1.00 PREAMBLE

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

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

2.00 DEFINITIONS

2.01 "Corporation"

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

2.02 "Association"

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

2.03 "Member"

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

2.04 "Board of Governors"

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

2.05 "Senate"

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

2.06 "Academic Year"

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

3.00 MANAGEMENT RIGHTS OF THE CORPORATION

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

4.0 RECOGNITION, RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

4.01 Recognition

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

4.02 Representation

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

4.03 No Discrimination

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

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

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

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

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

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

4.04 University Services and Course Relief for Association Work

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

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

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

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

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

4.05 Access to the University

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

4.06 Dues Check-off

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

4.07 Dues remittance

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

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

4.08 Information

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

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

4.09 Resolutions and Reports of the Board of Governors

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

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

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

4.12 Service to the Association

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

4.13 Access during strikes or lockouts

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

4.14 Strikes or lockouts

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

4.15 Leaves from the Bargaining Unit

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

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

5.00 ACADEMIC FREEDOM

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

6.00 RANKS AND APPOINTMENTS

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

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

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

- i) Three (3) years duration, which may be renewed once for a further three (3) years;
- ii) Two (2) years duration, which may be renewed once for a further three (3) years. In this instance one equivalent year of full-time temporary service at Bishop's must have been applied or one year of full-time service at another institution as per article 10.04 has been applied in order to reduce the length of appointment;
- iii) Four (4) years duration and will not be renewed. In this instance two (2) equivalent years of full-time temporary service at Bishop's must have been applied or two (2) years of full-time service at another institution as per article 10.04 or some combination thereof have been applied in order to reduce the length of appointment;
- iv) Three (3) years duration and will not be renewed. In this instance three (3) one equivalent years of full-time temporary service at Bishop's must have been applied or three (3) years of full-time service at another institution as per article 10.04 or some combination thereof have been applied in order to reduce the length of appointment.

Partial appointments assume correspondingly fewer contributions under article 7.06.

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

C) Temporary appointments of an exceptional nature. These appointments (full-time or partial - ie. not less than a fifteen (15) credit course load over a two year cycle) will not normally replace probationary appointments but, for example, will be made to replace faculty on leave, late resignations or retirements, and/or courses normally assigned to Contract Faculty. They are for a stated term of up to twenty-four (24) months, and are renewable, but in no case may exceed a total of two consecutive years. They carry no implication that the appointee is on probation or a candidate for a tenure-stream appointment.

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

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

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

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

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

6.06 Appointments Committee

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

6.07 Joint appointments

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

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

Appointment procedures for joint appointments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.17 Chairpersons of Departments shall be elected by the members in the Department from its full-time and partial probationary or tenured members. Eligibility to vote in these elections shall include all full-time and partial probationary and tenured members and the department's voting representative from the contract faculty. Such elections shall be held before the Senate meeting concerning graduating students in May. The term for the Chairperson will be from July 1-June 30 and will normally be for a two-year period, renewable two consecutive times. The Chairpersons' duties and responsibilities will be as described in the document "Responsibilities of Departmental Chairs" approved at the 317th meeting of Senate, and in Appendix 2 of this agreement.

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

6.19 Resignation and retirement of members

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

7.00 EVALUATION

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

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

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

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

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

7.06 Method of procedure of the EC:

- a) The EC shall elect annually a chairperson and a secretary.
- b) A quorum of the EC shall be five (5) in cases of re-appointment and tenure and in all other cases four (4).
- c) Any motion shall be formally voted on and to carry shall require at least three (3) affirmative votes. All votes of the EC shall be recorded.
- d) An abstention is considered a vote against any motion.
- e) The EC shall give seven (7) days notice in writing to the Member concerned that his/her case of re-appointment, tenure, promotion and periodic evaluation is to be considered by the committee with a statement of the nature of the case.

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

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

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

i) Teaching Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o) No policies or procedures other than those set forth in Article 7 of this agreement shall be adopted or used by the EC for the evaluation of members.

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

7.08 Timing of Evaluation and Procedures for Evaluation and Recommendations.

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

Re-Appointment and Tenure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Promotion and Periodic Evaluation

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

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

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

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

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

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

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

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

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

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

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

7.21 The Member has then the right to examine his/her files and obtain copies of any documents in the file and shall receive a statistical summary of the scores assigned in the four different categories for all Members considered in the same year, in a manner that will not allow individuals to be identified. The Member shall then have the right to meet with the committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new written evidence and to be accompanied by another Member of his/her choice. The Member may require any

other individual who has made a submission to the EC concerning the case to meet jointly with the EC and the Member being evaluated. The Member shall be allowed not more than fourteen (14) days following notification of the preliminary recommendation to make use of these procedures.

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

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

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

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

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

Merit and Performance

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

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

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

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

Sabbaticals

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

Appeals

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

7.26 Re-appointment and Tenure

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

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

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

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

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

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

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

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

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

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

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

Promotion and Periodic Evaluation

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

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

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

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

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

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

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

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

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

7.39 The FAC shall:

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

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

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

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

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

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

8.00 DISMISSAL AND DISCIPLINE

8.01 Dismissal shall only be for just and proper cause. Dismissal means the termination of an appointment by the Corporation without the consent of the Member and before the end of the contracted appointment period. For a full-time probationary appointment dismissal means termination of the appointment before the completion of the initial period of probation or within the following three (3) years if the full-time appointment has been renewed. For a partial probationary appointment dismissal means termination of the appointment before completion of the period of probation. Dismissal of a tenured Member means termination of the appointment at any time other than at retirement. Neither the non-renewal of a probationary appointment, nor the decision to refuse tenure, nor termination for reasons of financial exigency (Article 18.00), nor termination for reasons of changes in the distribution of faculty for academic reasons (Article 17.00), constitutes dismissal.

8.02 Cause

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

8.03 "Just and proper cause" shall include and be limited to:

- a) failure to discharge professional responsibilities as defined by this Agreement either through:
 - i. incompetence,
 - ii. persistent neglect, including persistent neglect of duty to students or scholarly/professional pursuits;
- b) gross misconduct leading to the significant and persistent abridgement of the academic freedom of other individuals within the University Community;
- c) gross professional misconduct;
- d) gross misconduct constituting a direct and grave violation of the personal safety of another Member or other individuals within the University Community.

8.04 Dismissal Procedures

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

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

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

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

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

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

In its decision the Board shall declare:

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

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

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

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

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

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

8.14 In the event that a Member does not contest his/her dismissal, the Corporation may grant a compensation to the Member equivalent of up to six (6) months or twelve (12) months salary, depending on whether he/she is on probation or tenured.

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

8.16 Discipline

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

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

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

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

c) Notwithstanding b) the Principal may suspend a Member without warning if the presence of that Member is deemed to constitute a clear and immediate threat or danger to other Members of the community.

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

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

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

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

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

The Member and the Association will be called to the meeting in writing. During the meeting the Corporation will indicate to the Association and the Member the grounds upon which it intends to take disciplinary action.

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

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

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

9.00 TERMS AND CONDITIONS OF EMPLOYMENT AND LEAVES

9.01 Faculty Complement

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

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

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

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

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

9.04 Although members are not obliged to be on campus when the University is not in regular session, it is understood that they will undertake research, scholarly work, study, or professional

activities whenever not engaged in teaching, committee, or administrative duties whether in the regular session or not, except for the agreed vacation periods as defined in Article 9.08.

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

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

9.07 Payment of Salaries

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

9.08 Holidays

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

9.09 Vacations

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

9.10 Intra-University Transfers

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

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

9.12 Teaching Load

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

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

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

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

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

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

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

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

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

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

191-250 students -- 6 credits relief and ½ 3 credit stipend or ½ 3 credit relief

141-190students -- 6 credits relief

100-140 students – 3 credits relief and ½ 3 credit stipend or ½ 3 credit course relief

50-99 students -- 3 credits relief

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

35-49 students – 1/2 of 3 credit stipend or 1/2 of 3 credit course relief

20-34 students – 1/4 of 3-credit stipend or 1/4 of 3 credit course relief

1-19 students – 1/6 of 3-credit stipend or 1/6 of 3 credit course relief

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

claim the course relief or stipend.

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

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

Area coordinators in Business Administration will receive 1/4 of 3-credit stipend.

- ii) Members having full membership in the Evaluation Committee (EC) will receive three (3)- credits course relief
- iii) Members who serve as the University Ombudsperson will receive six (6) credits course relief.
- iv) Members who serve as cluster leaders without the benefit of a Canada Research Chair will receive a three (3)-credits course relief.
- e) Courses of independent study shall not be included in the determination of the normal load. Supervision of graduate courses or theses, as well as supervision of undergraduate Honours theses shall be compensated in the manner defined below.

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

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

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

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

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

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

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

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

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

- f) The normal load shall not be exceeded except by consent of the member.
- g) In situations where no contract faculty member has exercised his/her right, by virtue of a

seniority point, to teach an available course and a member wishes to teach that course, the member may do so up to a maximum of six (6) course credits over the load defined in 9.12 for the Fall, Winter, Spring and Summer sessions.

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

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

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

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

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

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

9.18 Fines

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

9.19 Continuing Education Teaching

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

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

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

9.20 Health, Safety, and Security

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