



**COLLECTIVE AGREEMENT**

**Between**

**BISHOP'S UNIVERSITY**

**and**

**ASSOCIATION DES PROFESSEURS DE BISHOP'S UNIVERSITY  
(STAFF BARGAINING UNIT)**

**July 1<sup>st</sup> 2025 to June 30<sup>th</sup> 2028**

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## **Article 1. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to establish and maintain an orderly collective Bargaining relationship between the Corporation and its employees represented by the Association; to establish and maintain equitable working conditions; to foster and promote good relations between the Corporation and its employees and to facilitate the effective and equitable settlement of problems that may arise.

## **Article 2. DEFINITIONS**

### **2.1 Corporation:**

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:**

Association des professeurs de Bishop's University (APBU)

### **2.3 Employees:**

All employees occupying a position in the Staff bargaining unit as defined by the July 7th, 2005 Commission des relations de travail's decision and all amendments thereafter.

### **2.4 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.

## **Article 3. CATEGORIES OF EMPLOYMENT**

### **3.1 Regular Full-Time:**

Positions for work which is performed on a full year basis and requiring the performance of the regular hours of the department or service involved.

### **3.2 Regular Part-Time:**

Positions for work which is performed with a minimum of 700 hours and

- a) performed on a full year basis and requiring the performance of less than the regular hours of the department or service involved or
- b) performed year after year on a cyclical basis.

### **3.3 Temporary:**

Positions for work performed to replace a Regular Employee on leave for more than 60 working days or on a special project or due to an overload for more than 60 working days but less than two (2) years.

Notwithstanding clause 19.1 b, the Association and Corporation agree that given the special nature of the following positions:

- Recruitment and Admission Officer,
- Residence Life Coordinator

The Corporation is not required to regularize the positions as regular full-time or regular part-time with the following conditions:

- a) A temporary contract will be issued
- b) The incumbent can hold the positions for a maximum of six (6) years
- c) After two years of employment, the incumbent is considered as an internal candidate for any postings for positions at Bishop's.

#### **Article 4. UNION ACTIVITIES**

- 4.1 Any Union employee can be accompanied by an Association representative (Association Executive or Steward) of their choice to a meeting with or when summoned by a Corporation representative for any matter relating to the interpretation or application of the Collective Agreement.
- 4.2 The Corporation will advise the APBU in advance of such meetings.
- 4.3 It is the responsibility of the member and the Association representative to advise their manager in advance of their need to leave for union activities. When possible 24 hours' notice will be given along with the anticipated length of time of the meeting.
- 4.4 Due to the sensitive nature of temporary assignments of unionized members working closely with the University Administration, these members will abstain from running for union executive positions. If the union member currently holds an executive position they must step down. The APBU reserves the right to determine if there is a conflict of interest that would require the member to remove themselves. All other union rights and privileges are maintained.

#### **Article 5. RECOGNITION, REPRESENTATION AND RIGHTS & RESPONSIBILITIES OF THE ASSOCIATION**

- 5.1 Union Recognition  
The Corporation recognizes the Association as the sole official and exclusive bargaining agent of Members regarding matters governed by this Agreement.
- 5.2 Representation
  - (a) In matters covered by this Agreement, the Corporation shall not bargain with nor enter into any agreement with an employee or groups of employees other than those designated by the Association. In representing an employee or group of employees an elected or appointed representative of the Association shall be the spokesperson.
  - (b) In order that the above may be carried out, the Association shall provide the Corporation with a list of its officers, stewards, committee members under the Collective Agreement and its negotiators. Likewise, the Corporation shall provide the Association with the names of its officers, committee members under the Collective Agreement, and a list of its designated authorities, including negotiators, with whom the Association may be required to deal.

#### **Article 6. MANAGEMENT RIGHTS**

- 6.1 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 7. ACCESS TO THE UNIVERSITY**

7.1 The Association shall have the right at any time to invite representatives of the Canadian Association of University Teachers (CAUT), the Federation Québécoise des Professeurs et Professeures d'Université (FQPPU), the Canadian Labour Congress (CLC), legal counsel, and other advisors to enter the University for the purpose of consultation with the Association.

## **Article 8. DISCRIMINATION AND HARASSMENT**

### **8.1 Discrimination**

The Association and the Corporation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any employee in respect to salaries, employment equity, benefits, pension, appointments, steps, promotion, seniority, dismissal, 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, marital status and/or family relationship, physical or mental disability, or membership and activity in the Association. In addition, employees with a physical or mental disability (permanent or temporary) have the right to accommodation, up to undue hardship, including modification of an existing accommodation.

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

### **Harassment**

The parties recognize that the Corporation is responsible for implementing a policy on harassment.

## **Article 9. INFORMATION EXCHANGE**

The Corporation agrees to provide the Association an updated Seniority List of all Regular Full Time and Part-Time Employees in January and July. And a report of the names, status, classification, step and salary rate of all Temporary and Regular Full Time and Part-Time employees in July.

### **9.1 On an Ongoing Basis**

- a) Copy of letters of hire of new employees which includes status, class, step and salary.
- b) Copy of new Position Descriptions sent to employees as a result of technological changes or changes to their Classification.
- c) Copy of letters of termination/resignation.
- d) Copy of Corporation's response to an employee's application for a leave.

### **9.1 On Request:**

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

- a) The audited annual financial statements of the Corporation.
- b) The Corporation's operating budget and budgetary projections as approved by the Executive Committee of Corporation.
- c) Cost of benefits as calculated annually.

**Article 10. DUES CHECK-OFF**

10.1 An employee is not required to join the Association as a condition of employment. However, all employees, whether or not they join the Association, shall pay the equivalent of the Association dues.

**Article 11. DUES REMITTANCE**

11.1 The Corporation shall deduct Association dues or their equivalent every two weeks from the salary of each employee. The Corporation shall remit to the Association, within fifteen (15) working days of the previous month end a direct deposit for the total amount deducted, together with a list of all employees showing the salary, the amount deducted.

In case of error or omission, the Corporation shall adjust any overpayment or underpayment upon its next remittance to the Association following discovery or written notice.

**Article 12. ASSOCIATION ACTIVITIES**

12.1 General Provisions

The parties recognize that in order for Association officers and delegates to fulfill their responsibilities towards their members, leaves for Association activity are necessary.

Employees involved in Association activities as per this Article, must have made the necessary arrangements with the appropriate supervisor.

The Corporation will set aside \$13,500 annually to cover the cost (including the full cost of benefits) of staff undertaking Association activities. These activities shall include the Negotiations Committee, the Association Executive Committee, and Stewards Activities and release time for Employees. The Association will distribute this amount among the Staff Association officers and delegates. The hours used for these activities will be submitted by the Association to Human Resources bi-weekly on the form provided for this purpose.

The Association will reimburse the Corporation for 100% of the participating Employee(s)' salary and the cost of benefits when the amount provided for in 12.1 had been used.

12.2 Negotiations Committee

The Association Negotiations Committee is composed of the Staff Negotiation Officer and up to three (3) employees named by the Association who have completed their probationary period with the Corporation.

Three (3) months preceding the expiry of the Collective Agreement, the employees forming the Negotiations Committee may take leave without loss of pay for the purpose of preparing the Collective Agreement project. The remuneration for these hours will be paid from the fund defined in clause 12.1.

The Negotiations Protocol will determine the time for which the Negotiations Committee will be released for negotiations with the Corporation.

12.3 Association Executive Committee

Elected officers of the Association who have completed their probationary period with the Corporation are granted leave from their duties without loss of pay for the purpose of Association administration. The remuneration for these hours will be paid from the fund defined in clause 12.1.

12.4 Stewards Activities

Up to twelve (12) Stewards of the Association who have completed their probationary period with the Corporation are granted leave from their duties without loss of pay for the purpose of meetings and stewardship activities. The remuneration for hours will be paid from the fund defined in clause 12.1.

12.5 Release Time For Employees

An employee who needs to meet with an Association representative (Association Executive or Steward) will be released from his/her duties without loss of pay subject to approved scheduling with their manager. The remuneration for these hours will be paid from the fund defined in clause 12.1.

12.6 Labour Relations

In the case of any official face to face meetings requested by the Corporation, the Association representative will be released from work without loss of pay. This time/ cost will not come out of the Association Activities fund defined in clause 12.1

The Corporation agrees to release from work, without loss of pay, one employee to attend any official hearings related to Labour Relations such as Arbitration or a Hearing before "La Commission des relations du travail".

12.7 General

The Association will provide Human Resources with information concerning leave for Association activities, when possible, at least ten (10) days prior to the absence.

**Article 13. JOINT COMMITTEE**

13.1 Composition

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

If a member is unable to attend a specific scheduled meeting the Association or the Corporation may replace that representative for that meeting.

13.2 Purpose

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 prescribed by the Agreement which may give rise to misunderstandings and grievances.
- (c) The fulfillment of all tasks implicitly or explicitly assigned to the Joint Committees in this Agreement and required to bring into effect and implement the provisions of this Agreement.

13.3 Procedures  
The schedule of meetings for the Joint Committee shall be mutually agreed upon at the beginning of each semester. Either the representatives of the Association or the representatives of the Corporation may call a meeting on seven (7) working days written notice. The parties will agree on the Agenda at the beginning of each meeting. Two members from Corporation and two members from the Association must be present to constitute a quorum. Any settlement reached by the Joint Committee shall, when initialled by all the participating committee members, constitute a Letter of Intent between the parties.

13.4 Information Exchange  
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 14. GRIEVANCE AND ARBITRATION**

14.1 Grievance:  
Any disagreement arising from an alleged violation, misinterpretation, or misapplication of all or of any part of the Agreement between the Corporation on the one hand and an employee, group of employees or the Association on the other.

Grievor:  
The Corporation, an employee, group of employees or the Association which initiates a grievance on behalf of an individual employee, group of employees, or the Association itself.

14.2 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 practiced against any person involved in these procedures or any employee who elects not to pursue a grievance.

14.3 All communications required by these grievances and arbitration procedures shall be delivered by internal e-mail.

14.4 Each step of the procedure for the settlement of grievances described in the articles below must be completed before passing to the next step, except by written consent of the parties concerned.

14.5 The parties agree to make every reasonable effort to settle grievances in a prompt, just and equitable manner. Time limits may be extended through mutual written agreement at the Joint Committee.

### Steps in Grievance Procedure

14.6 Step 1  
An employee or group of employees may submit a grievance in writing to the Corporation, through the Association, within thirty (30) working days of obtaining knowledge of the event(s) giving rise to the grievance, but no longer than six (6) months after the event(s) which gave rise to the grievance except where the employee, group of employees or the Association, could not reasonably be expected to have become aware of the event(s) within the six (6) month period. Notwithstanding the above, an employee 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.

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.

14.7 Step 2  
The Corporation shall reply in writing with a copy to the Association, within fourteen (14) working days after the receipt of the grievance.

14.8 Step 3  
If the Corporation does not reply within the time limit, or if the response is not satisfactory to the Association, then the Association may submit the grievance to the members of the Joint Committee. This submission must be made within fourteen (14) working days of the receipt of the response or within fourteen (14) working days after the expiry of the time limit.

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

14.9 Step 4  
The Joint Committee shall meet within ten (10) working 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 employee affected by the grievance (accompanied by an advisor if he/she so wishes) and the employee's supervisor/manager may appear before the Joint Committee if the Joint Committee deems it necessary.

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

14.10 Step 5  
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) working days of the initial meeting of the Joint Committee.

14.11 Step 6  
If a settlement is not reached within the time limits set out in Step 5, the Association or the Corporation can proceed to arbitration. 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 working days of the notice of the lack of decision of the Joint Committee or within fourteen working days after the expiry of the time limits laid down in Step 5.

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.

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

Grievances brought to arbitration shall be heard by a sole arbitrator, who shall be selected according to the procedure below:

The Staff Joint Committee shall by mutual consent use either of the following two methods of selecting an arbitrator:

1. Select from the following list of arbitrators:

(i) Francine Lamy

- (ii) Eric Levesque
- (iii) René Beaupré
- (iv) Rosiare Houde
- (v) Pierre Laplante
- (vi) André G. Lavoie
- (vii) Louise Viau

If the chosen arbitrator is not available within a mutually agreeable time, by mutual consent of the Association and the Corporation, any other listed arbitrator may be selected. By mutual consent any listed arbitrator may be removed and replaced by a substitute.

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

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.

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

## **Article 15. SENIORITY**

### **15.1 Definition:**

Seniority: The continuous length of time as a regular employee in the bargaining unit.

### **15.2 Determination of Seniority**

- (a) Seniority is determined in the following manner: For any Regular Employee (full-time or part-time), seniority is obtained by calculating the equivalent number of regular days worked based on the schedule of daily hours of that department.
- (b) Employees who have successfully completed their probationary period shall have their seniority begin on their first date of employment.
- (c) Should two employees or more have the same seniority date and a priority need be established, a draw will determine the final order.

### **15.3 Maintaining and Accumulating Seniority**

For any regular employee (full-time or part-time), seniority is maintained and accumulated during an absence due to illness or injury, maternity, paternity, adoption or parental leave, and during a leave granted under the Labour Standards for family reasons, or any other leave under the provisions of this Collective Agreement.

### **15.4 Loss of Seniority**

There will be loss of Seniority for Regular Employees (full-time or part-time) when:

- (a) The employee voluntarily resigns from the employ of the University.
- (b) The employee retires from the University.
- (c) The employee is dismissed with cause.
- (d) The employee is laid-off for more than 30 months.
- (e) The employee is officially confirmed in a position outside the Bargaining Unit.

15.5 Seniority List

The Seniority list for all Regular employees (full-time or part-time) sent to the Association in accordance with Article 9.01 will be posted on MyBU. This list will be chronological and contain the following information: last name, first name, position title and seniority. The Human Resources Office will advise all employees by e-mail when the new listing is posted.

Employees will have a period of thirty (30) days from each posting date to report any discrepancies since the last posting to the HR Office. The HR Office will refer the reported discrepancies to the Joint Committee who will then analyze the discrepancies and agree, where necessary, to make the corrections. The list will be corrected retroactively to the posting date.

**Article 16.    OUTSOURCING/CONTRACTING OUT**

16.1 Outsourcing/Contracting Out

(a) The assignment of contract work must not cause lay-offs, demotion or reduction of regular work hours among Regular Employees. This clause will not prevent the call back of qualified employees who are on the Reassignment List, in accordance with Article 17.

(b) Without affecting current practices, further assignment of Contract work will not be used to perform the usual type of work currently performed by Regular Employees.

**Article 17.    LAY OFFS**

17.1 In the event of a layoff, the Corporation will notify the Association and the employee(s) concerned which department and position(s) it is affecting and, give at least 3 and up to 6 months' notice in order to facilitate the ensuing process. In case of uncontrollable circumstances, the 3-month minimum notice may not apply.

In the case where more than one (1) Regular employee holds the same position the layoff will be done by reverse order of seniority.

17.2 A Regular employee whose position is affected shall:

(a) Be given two (2) weeks, (within the notice period), to elect one of three (3) options: displacement, reassignment or employment termination.

(b) Have access to a seniority list in consultation with the Human Resources office.

17.3 A Regular employee, whose position is affected must elect to either:

(a) Displace an employee in the same or lower classification with less seniority provided s/he is qualified for the position held by that employee. A Regular Full-Time employee cannot be displaced by a Regular Part-Time employee.

The new rate of the employee will be the rate within the new class that is the closest to his/her current rate. If the current rate is higher than the maximum of the new class, the new rate will be the lesser of the current rate or 15% above the maximum of the new class. The rate determined for the new position will remain the same (will be red-circled) until the normal rate of the new position has caught up.

(b) Request to be placed on a Reassignment list for a maximum of 12 months

(c) Opt to terminate employment.

- 17.4 A Regular employee who chooses to be placed on a Reassignment List shall:
- (a) Be placed in a Regular position within the same Category of Employment, should one become available and the employee be qualified, without going through an application process and the position being posted. The usual trial period conditions apply. The new rate will be determined as per above 17.3 a.
  - (b) Receive a termination indemnity at the end of 12 months if the Regular employee has not been placed in a position within that time period.
  - (c) Have the option to terminate employment and receive a termination indemnity at any time during that 12 month period.
- 17.5 A Regular employee who opts to terminate employment with the Corporation or who has been on the Reassignment List for 12 months shall be entitled to receive as a termination indemnity, the equivalent of one month of salary per year of seniority, to a maximum of 12 months.
- 17.6 Disputes arising from the interpretation, application or implementation of the above will be referred to the Joint Committee.
- 17.7 A Regular employee whose is displaced by another employee shall:
- a) Be given two (2) weeks to elect one of the three (3) options: displacement, reassignment or employment termination.
  - b) Have access to a seniority list in consultation with the Human Resources office
  - c) Have the same entitlements as outlined in 17.3, 17.4, 17.5 and 17.6.

## **Article 18. TRAINING & DEVELOPMENT**

Bishop's University believes in the development of our workforce, both to enhance employee engagement and commitment to Bishop's as an employer and to ensure the continued excellence of the University.

Training and Development: May include formal training, cross-training, temporary assignments, work experiences, or formal courses of study to update and enhance the skills/knowledge necessary to make a continuing contribution to the work of Bishop's University, in current and future positions.

Where the Corporation foresees any changes that significantly impact an employee's position, they will commit to evaluating and instituting training and development programs which will allow employees to adapt to such changes.

The Staff take the primary responsibility for managing their careers by:

- Reviewing their current skill sets, training and development needs for maintaining current knowledge and meeting the needs for career aspirations, determining logical and appropriate avenues for training and development, and applying/requesting training and development as needed.
- Suggest possible training and development opportunities as appropriate.

All employees who are applying for, or are requested to participate in, training and development courses will complete an *Application for Training form* in consultation with their supervisors. Detailed descriptions of course content and requirements should be attached to the application.

Criteria for Approval: Approval for participation must be obtained prior to enrolment in the program.

Approval and authorization shall be granted in accordance with the following criteria:

a) Departmental Approval - Prior to approval for enrolment in any training and development program, course, seminar or conference, an *Application for Training form* shall be reviewed to determine appropriateness of the candidate for the program/course, etc., based on a review of their job description, career planning/succession planning activities and departmental budgetary concerns.

b) Evaluation Reports - Courses, External Assignments, Seminars and Conferences: Employees are required to complete an evaluation report on the course, external assignment, seminar, or conference attended. These reports are to be submitted to their supervisor for comment and review. Following review, all reports will be placed in the employees human resource files for future reference.

## **Article 19. HIRING AND STAFFING**

- 19.1 (a) If the Corporation decides to fill a position, the Association will be notified forty-eight hours in advance. The position will be posted on Bishop's Career website, and a notice will be sent to internal candidates by an electronic notice to Regular employees.
- (b) If after a two (2) year period there is still a need for a temporary position due to a special project or due to an overload as defined in Article 3.3, the position must be posted, as stated in 19.1 (a), and regularized as either a regular full-time or regular part-time position.
- (c) In the case of work performed to replace a Regular employee on leave due to injury or illness the two (2) year limit to the length of the temporary position defined in Art. 3.3 does not apply. If it has been determined that the employee is not returning to that position, then the Corporation must post a notice to fill the position.
- 19.2 Such positions will be posted for a minimum of five (5) working days. A copy of each job posting will be sent to the Association on the same day the job is posted.
- 19.3 Information on the posting will include:
- Position title and classification
  - Salary range
  - Summary of the job description
  - Required qualifications
  - Posting date and expiry date
  - Required hours
  - Department
  - Position reference number
  - Reporting to
  - Tests required
  - Working period
- 19.4 Search Committee  
The hiring Manager will strike a Search Committee consisting of at least:
- The hiring Manager or their delegate.
  - Two Employees who have completed their probationary period. One of whom will be from the department, when possible.
  - An HR representative.

If the hiring Manager wishes to add additional members to the Committee, they will advise the members of the search committee in advance.

19.5 Internal Candidate

An Internal Candidate is a Regular employee who has successfully completed the Probationary Period. Employees who wish to be considered for a posted position must apply by submitting a curriculum vitae and cover letter to careers@ubishops.ca within the posting period.

After the application of Article 19.1 (b), a Temporary Employee will be considered as an Internal Candidate only for the purpose of application to the posted position for which they were a temporary employee.

When the posting period is completed, the HR Office will send all of the Internal Candidate applications to the hiring Manager and the Search Committee. All internal applications will be reviewed by the Committee. No external applications will be submitted for review during this period.

The Search Committee will interview the qualified Internal Candidates. If a suitable Internal Candidate is identified, the Search Committee will make its recommendation to the hiring Manager.

If, following the interview process, two or more candidates are assessed by the Search Committee as equal for the position, seniority will determine the successful candidate.

19.6 The Human Resources Office will send a notice to all internal applicants, when the successful candidate has been chosen. An explanation will be provided to an unsuccessful candidate upon request. The Manager will send by electronic means a notice to all staff informing them of the new hire.

19.7 External Candidates

The Human Resources Office will send all external candidate applications to the hiring Manager of the Search Committee for consideration by the Search Committee once the internal process is complete.

The Search Committee will interview the qualified External Candidates. If a suitable External Candidate is identified, the Search Committee will make its recommendation to the hiring Manager.

19.8 The Human Resources Office will establish the salary step and will prepare a letter of employment for presentation to the successful candidate by the appropriate Manager.

19.9 Should a vacancy occur within three (3) months of hiring an employee, the Senior Manager may reconvene the Search Committee to make another recommendation or initiate another posting.

19.10 The Manager will send by electronic means a notice to all staff informing them of the new hire.

**Article 20. REVIEW PERIODS**

20.1 The standard probationary review period for a regular employee is six (6) months from the start date in the position. The probationary period can be extended by Human Resources for an additional three (3) months under circumstances where a complete probationary evaluation is not possible. An additional three (3) months may be added with the approval of the joint committee.

20.2 During the probationary period, a probationary employee shall be covered by the terms and conditions of the Collective Agreement with the exception of: Group Insurance Benefits (Article 40) and Pension (Article 41). For the purpose of the University's Group Insurance Benefits Plan text and the Pension Plan

text, a probationary employee will not be considered an Employee.

- 20.3 An employee may be terminated during the probationary period at the sole discretion of the Corporation, without recourse to the grievance and arbitration procedure, except in cases where bad faith, discrimination or a violation of a law of public order are alleged as a factor in the decision to terminate employment. A copy of the letter of termination will be sent to the employee and the Association.
- 20.4 The Corporation will confirm, in writing, the employee's successful completion of the probationary period. A copy of this letter will be sent to the Association.
- 20.5 If a temporary employee is hired as a regular employee in the same position they held while temporary, their probationary period will be waived.
- 20.6 A regular employee will have a review meeting after twelve (12) months in the role. During this meeting, the employee and the manager will discuss the employee's performance within the past year and ensure the job description remains aligned with the role. Subsequent reviews will occur every twelve (12) months.
- 20.7 When a Regular employee is successful in obtaining a different regularized role a trial period will apply. The standard trial period is three months and may be extended by the corporation for a maximum of an additional three (3) calendar months.
- 20.8 At any time during the trial period:
- (a) The Employee can return to their original position with reasonable notice to the new Manager.
  - (b) The Corporation may return the Employee to their original position.
  - (c) The Employee, the Association and the Corporation can mutually agree to reduce the length of the Trial Period.
- 20.9 Successful internal applicants to a position outside the Bargaining Unit will have a trial period up to one (1) calendar year in this new position. During this trial period, the employee will keep seniority that has already been earned but will not accumulate additional seniority. Seniority will be lost once the employee is confirmed in the position outside the Bargaining Unit.

At any time during the trial period:

- (a) The Employee can return to their original position with reasonable notice to the new Manager.
- (b) The Corporation may return the Employee to their original position.
- (c) The Employee, the Association and the Corporation can mutually agree to reduce the length of the Trial Period.

## **Article 21. TEMPORARY ASSIGNMENTS & TEMPORARY POSITIONS**

The objective of a Temporary Assignment when invoked by the Corporation is to allow a Regular full-time employee the opportunity to pursue their career goals and further develop their skills and abilities. This furthers the Corporation's objective of encouraging staff development and employability.

- 21.1 Temporary Assignments shall be used for the temporary replacement of Regular full-time employees and for overload and special projects that will be for less than two (2) years in length.

21.2 A Regular full-time employee on Temporary Assignment maintains their employment status and seniority. A Regular full-time employee who is selected for a Temporary Assignment shall return to their original regular position when the Temporary Assignment is completed.

21.3 A Regular full-time employee will maintain their regular employee status if they obtain a Temporary Position. If after two years the Temporary position is not regularized, the Regular full-time employee will be entitled to the options outlined in Article 17.

#### Eligibility

21.4 A Regular full-time employee must have two (2) years of seniority to be eligible for a Temporary Assignment. A regular full-time employee must have five (5) years of seniority to be eligible for a Temporary Position.

21.5 If a Regular full-time employee applies for a Temporary Assignment within two (2) years of completing a previous Temporary Assignment, the Regular full-time employee's Manager may refuse such an application if it causes undue hardship to their department.

#### Procedure

21.6 The usual Search committee's composition and procedure will apply as per Article 19.04.

21.7 Notwithstanding the Hiring and Staffing clauses, the Search Committee may consider a Regular full-time employee applicant even if they do not have all the required qualifications for the Temporary Assignment. The Search Committee will take into account that during a Temporary Assignment, the entirety of the tasks will not necessarily be done and/or that summary training may be given.

21.8 If the Regular full-time employee is successful in obtaining the Temporary Assignment, they shall move to the step closest to their current salary rate. If the position is a higher classification the Employee will receive the greater of 2% (without exceeding the maximum of the applicable salary scale) or the amount necessary to raise the Employee's salary to the minimum of the salary scale for the new class.

21.9 If the Corporation decides to fill the assigned employee's temporarily vacant position, this position will be posted without further possibility of assignment.

21.10 If the Corporation decides not to fill the position, the employees of the department will not be unduly affected by the position temporarily vacated.

21.11 The usual trial period conditions apply.

## **Article 22. HEALTH & SAFETY**

22.1 The Corporation agrees to respect the appropriate laws and regulations on conditions of health and safety at work.

22.2 The Corporation agrees to maintain a Joint Health and Safety Committee with Association participation.

22.3 Any employee who serves on the Health and Safety Committee or a related Health and Safety sub-Committee, will be released from work without loss of pay for the duration of all official meetings.

## **Article 23. DISCIPLINARY MEASURES**

- 23.1 An Employee accused of misconduct will have the protection of due process provided in the Collective agreement until such alleged misconduct is determined. In the case of dismissal or discipline, the burden of proof of just cause shall rest with the employer. Evidence presented shall pertain only to the grounds stated in the dismissal or discipline notice to the employee.
- 23.2 The Association and the Corporation endorses the concept of progressive discipline; however where there is just cause the Corporation has the right to choose the form of discipline that may be applied according to the seriousness or frequency of the implied infraction. The normal order of discipline would be the following:
- a) Reprimand (Verbal Warning)
  - b) Written Warning
  - c) Second Written Warning
  - d) Suspension
  - e) Dismissal
- 23.3 In the case where the Corporation desires to impose a disciplinary measure on an Employee, the Corporation must advise the Employee by a written notice at least twenty-four (24) hours in advance of the meeting. The notice shall include the time, the place of the meeting and the general nature of the problem for which the Employee is being called to the meeting. A copy of the notice shall be sent at the same time to the Association.
- 23.4 Any Employee called to a meeting by the Corporation for disciplinary reasons has the right to be accompanied by an Association representative of their choice. If an Association representative is not available, the meeting shall be postponed until such time as an Association representative can be present. The Employee's refusal to attend such a meeting does not negate the disciplinary measure, and the absence will be recorded in the Employee's official personnel file.
- 23.5 No disciplinary measure may be imposed later than 15 working days after the incident which gave rise to it or of the person responsible for the supervision having become aware of it except, in the case of a criminal action.
- 23.6 Reprimand: When an Employee's conduct or actions are deemed to be unacceptable, the Employee shall be called to a meeting with the supervisor at which time a verbal reprimand will be given. Within five working days of the verbal reprimand an email detailing the particulars of the action or conduct which led to such dissatisfaction shall be forwarded to the Employee. A copy of the email will be placed in the Employee's official personnel file and shall be forwarded to the Association.
- 23.7 Written Warning: An Employee whose conduct or actions continues to be unsatisfactory shall be called to a meeting with the supervisor and given a written warning detailing the particulars of the action or conduct which led to such dissatisfaction. A copy of the written warning will be placed in the Employee's official personnel file and a copy shall be forwarded to the Association.
- 23.8 Second Written Warning: An Employee whose conduct or actions continues to be unsatisfactory shall be called to a meeting with the supervisor and given a second written warning detailing the particulars of the actions or conduct which led to such dissatisfaction. A copy of the written warning will be placed in the Employee's official personnel file and a copy shall be forwarded to the Association.

From the date the second written warning is given, the Employee shall be given a trial period of twenty-five worked days (excluding absences) in which to achieve a satisfactory standard of performance with regard to the actions for which the Employee is being disciplined. From the expiration of the twenty-five-work day period, the Corporation shall have five working days in which to consider the Employee's

performance during the trial period. Following this five-day period, the Employee shall immediately receive notice in writing, with a copy to the Association, if the Employee's services during the thirty-day period were considered satisfactory. If the Employee's performance was considered unsatisfactory the Employee is to be suspended as outlined below.

23.9 Suspension: The Corporation reserves the right, with just and proper cause, to suspend an Employee for a period of up to one month. An Association representative shall be present when the Employee is notified of the suspension. Confirmation of the action taken by the Corporation will be conveyed to the Employee in writing detailing the particulars of the action or conduct which led to the suspension. A copy of the written statement shall be forwarded to the Association.

23.10 Dismissal: The Corporation reserves the right to dismiss any employee for just and proper cause. Dismissal means the termination of employment by the Corporation without the consent of the Employee. An Association representative shall be present when the Employee is notified of the dismissal.

23.11 Disciplinary measures except for dismissal and measures related to founded sexual harassment or sexual violence (misconduct of a sexual nature) become null and void after twelve months and any written record related to the disciplinary measure shall be removed from the Employee's official personnel file if no other record of a disciplinary measure pertaining to a similar conduct or action is placed in the file during the 12 months.

The University Policies can be found on the Bishop's University website ([www.ubishops.ca](http://www.ubishops.ca)) under Governance and Administration.

## **Article 24. OFFICIAL PERSONNEL FILES**

### **24.1 Confidentiality of Personnel Files**

There shall be only one official Personnel file for the provisions of this Collective Agreement. Official Personnel files of all employees shall be kept by the HR office. Any document the Corporation intends to add to the employee's file, not already known by the employee, shall be copied to the employee with a notation to this effect on the document. All information contained in the Official Personnel File of the University concerning an employee is considered private and confidential. Access to such information shall be restricted.

### **24.2 Access to Personnel Files**

An employee shall have the right, during normal business hours, to examine his/her official personnel file by appointment and to request copies as required. No anonymous material shall be kept in the Official Personnel File concerning any employee.

## **Article 25. PRIVACY AND SURVEILLANCE**

25.1 Surveillance cameras installed on the University premises are there for the purpose of protecting the University community and its buildings and grounds.

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

25.3 Notwithstanding 25.2 above, the Corporation and the Association agree that the safety of staff, faculty, 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.

- 25.4 There shall be no surveillance by electronic system or by video camera of employee work stations, offices, work spaces, or laboratories. However, when the University has reasonable grounds to believe that illegal acts are being committed, or that serious security risk exists, the University may proceed with the installation of electronic systems, or video cameras and will conform itself to all applicable laws in such circumstances.
- 25.5 Information obtained through surveillance devices shall not be used against employees at any time unless such information constitutes evidence of illegal acts.

## **Article 26. WORKING HOURS AND WORK SCHEDULES**

- 26.1 Except for employees subject to a particular work schedule according to Clause 26.7, the standard work week for Regular Full-Time employees varies from 32.5 to 40 hours as indicated in their offer letter. These hours are generally worked between 8h30 and 4h30 from Monday to Friday:
- Current hours for positions will not be decreased without consultation with the union.  
Hours for Regular Part-Time employees will average a minimum of 20 hours per week for the duration of their working period as defined in the member's employment contract.
- 26.2 The number of hours in the work week, within those defined in 26.1, may vary from time to time according to the needs of the department. These scheduled hours can be increased to another category without generating overtime. These increased hours are to be shared equally among those Employees normally performing the work required as equitably as possible on an annual basis. Employees have the right to refuse the increased hours. The increase of hours does not apply to Employees on Call Back/Call In and On Call.
- 26.3 All Employees are entitled to one 15-minute rest period without loss of pay normally taken at the midpoint of each half day of work.
- 26.4 All Employees are entitled to an unpaid meal period of up to 1 hour and a half depending upon the needs of the department. This meal period is normally taken in the middle of the regular work day.
- 26.5 The Corporation determines, in consultation with the members of staff and the Association, the working schedule at the beginning of each term (there are three terms in the year: Fall, Winter, Spring/Summer). Any changes will be made at the beginning of a term or, with at least 30 days prior notice. This 30-day notice may be waived with the written agreement of the Association and the Corporation. Regular Full-Time Members sharing the same position will be given shift choice as determined by seniority. Members reserve the right to refuse changes to their work schedule outside their usual working hours as defined in their hiring contract.
- 26.6 An Employee scheduled in advance to work on a day other than one of their regular working days, shall be compensated for a minimum of three (3) hours.
- An employee who normally works less than the standard work week for their department is not obligated to accept additional work.

26.7 The manager and the employee may agree on a flexible schedule while taking into account operational needs (including remote or hybrid work, rest and meal periods). Such work agreements are subject to approval of Human Resources and when required will follow the criteria set forth in the University Work From Home Agreement which can be found on myBU. The Association will be advised when their members enter into a formal Work From Home Agreement.

26.8 Due to the nature of some positions, hours of work vary and are not limited by the standard work week. Employees who work on particular work schedules are informed at the beginning of each term or at the time of hire, promotion or transfer to another department.

Positions affected by these work schedules are:

- Recruitment & Admission Officers
- Residence Life Coordinators
- Athletic & Recreation positions
- Alumni positions

26.9 University Closing

In the event of an unscheduled suspension of academic activities or closure of the University, no Employee will suffer loss of pay. Employees who are required to work on campus during an unscheduled suspension of academic activities or a closure of the University due to a fire, flood, snow storm, or any major civil emergency declared by the City of Sherbrooke's OMSC (Office Municipal de Sécurité Civile) will be eligible for equivalent time off at a time agreed upon by their supervisor.

In the event of a University closure that exceeds three days, the Joint Committee will review the application of Article 26.9.

26.10 University functions

University functions are events that the University Administration officially invites employees to. All employees must confirm their attendance at the official function with their supervisor. Employees who choose not to attend the official function will be expected to work as normal.

**Article 27. OVERTIME**

27.1 With the exception of travel and attendance related to training and conferences, overtime shall mean all work done by an Employee in their position in excess of one hundred percent (100%) of the standard working hours for their department, as defined in Article 26 (Working Hours and Work Schedules), provided the work was specifically requested and scheduled by the appropriate Manager.

27.2 Employees who agree to a trade of scheduled hours shall sign an agreement detailing the change. This change of hours will be submitted to the supervisor for approval at least forty-eight hours in advance of the scheduled trade. No overtime shall be accrued due to a trade of hours.

27.3 All Employees normally performing the work required will be considered for overtime as equitably as possible on an annual basis. If no such Employee is available then the backups for the work will then be considered for overtime as equitably as possible on an annual basis.

27.4 Overtime hours shall be compensated at the rate of time and one-half (150%). Compensation may be in the form of equivalent time off (ex. 1.5 hours of time off for 1 hour of overtime) or cash remuneration, at the choice of the employee, and as indicated in writing by the employee immediately after the overtime has been completed. Accumulated equivalent time off is limited to four weeks

- 27.5 When banked time is used, it must be scheduled at a time mutually agreed upon by the Employee and the Manager. Requests for use of banked time cannot be unreasonably refused.
- 27.6 An employee who is ON-CALL is ineligible to be called in for overtime.

**Article 28. ON-CALL**

- 28.1 An employee who is required by their manager to remain on-call after their regular work day or work week will receive a premium of one (1) additional hour of the member's hourly rate for each eight (8) hour period during which the Employee remains on-call.
- 28.2 For each on-call period of less than eight (8) hours, an Employee shall be paid on a pro rata basis.
- 28.3 Any Employee who reports for work while on-call will receive payment over and above the on-call premium according to the provisions of Article 27 and Article 29.
- 28.4 On-call assignments will be distributed in an equitable manner on a rotational basis among the Employees who normally perform the work required.
- 28.5 This premium is non-pensionable.
- 28.6 An Employee on-call has to respond and be available to return to work within an hour of being notified.

**Article 29. CALL BACK and CALL-IN**

- 29.1 An Employee who comes to or returns to work before or after his/her regular hours of work at the request of his manager is paid the applicable overtime rate for each hour worked.
- 29.2 For each call-back, he/she is entitled to a minimum payment equal to three (3) hours at the applicable overtime rate.
- 29.3 The minimum payment will not apply if there is continuity between the overtime period and the Employee's regular day of work or the Employee's work is done remotely.
- 29.4 If the Employee's work is done remotely, he/she shall receive a minimum of 30 minutes at the applicable overtime rate.
- 29.5 Unless the Employee is on-call and receiving the premium as defined in Article 28, the Employee has the right to refuse additional work.

## **Article 30. WELLNESS COMMITTEE**

A University Wellness Committee serves as a collaborative body dedicated to promoting the holistic well-being of staff across campus. Its scope encompasses the development, coordination, and assessment of initiatives that support physical health, mental and emotional resilience, social connection, and overall quality of campus life.

The Committee will meet in August to review and make recommendations to Human Resources on how staff can participate in athletic, cultural and social events for the upcoming Academic year.

- 30.1 As per the recommendation of the Wellness Committee, Employees shall benefit from a no less than 25% reduction on individual and family memberships to the Sports Centre and the Old Lennoxville Golf and Ski Club.

## **Article 31. SHIFT PREMIUMS**

### Rotating Shifts

- 31.1 A Rotating Shifts premium applies to all Employees when they are scheduled on a seven (7) day rotating shift, defined as the possibility of being scheduled on any of the 7 days of the week. This article does not apply to Employees normally working on day shifts during the week that are not part of a rotating schedule.

- 31.2 When an eligible Employee works on a seven (7) day rotating shift they shall receive, in addition to the regular salary a \$1.00 per hour premium for their regular hours worked.

- 31.3 The premium is only payable for the regular hours worked on the rotating shifts and does not apply to vacation, sick pay, statutory holidays and overtime hours. This premium is non-pensionable.

- 31.4 Rotating shifts and shift premiums apply to the following departments and roles:

- Security: Security Officer
- Athletics & Recreation: Facility Operator
- Library: Library Assistant - Circulation

### Seasonal Shifts

- 31.5 Seasonal Shifts are defined as Employees scheduled for work shifts outside of their usual work hours, for a minimum of one month to a maximum of four months, due to seasonal demands and are not already on a Rotating Shift.

Employees will be compensated, in addition to the regular salary, a \$1.00 per hour premium for the duration of the seasonal shift. The premium is only payable for the regular hours worked and does not apply to vacation, sick pay, statutory holidays and overtime hours. This premium is non-pensionable.

The University will notify the union when it intends to implement a seasonal shift for a department.

## **Article 32. HOLIDAYS WITH PAY**

- 32.1 Employees are entitled to the following holidays: New Year's Day (January 1<sup>st</sup>), Good Friday, Easter Monday, the Monday Preceding 25<sup>th</sup> of May, St Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the Christmas holiday break (Article 32.2).

32.2 The holiday break will be the equivalent of eight (8) working days plus two (2) statutory holidays to be determined by the calendar. The break must be aligned with the University's Academic Calendar.

	2025	2026	2027
<b>New Year's</b>	<b>January 1</b>	<b>January 1</b>	<b>January 1</b>
<b>Holiday break</b>	<b>Jan 2,3</b>	<b>January, 2</b>	<b>January 4,5</b>
<b>Good Friday</b>	<b>April 18</b>	<b>April 3</b>	<b>March 26</b>
<b>Easter Monday</b>	<b>April 21</b>	<b>April 6</b>	<b>March 29</b>
<b>Monday Preceding 25<sup>th</sup> of May</b>	<b>May 19</b>	<b>May 18</b>	<b>May 24</b>
<b>St. Jean Baptiste Day</b>	<b>June 24</b>	<b>June 24</b>	<b>June 24</b>
<b>Canada Day</b>	<b>July 1</b>	<b>July 1</b>	<b>July 1</b>
<b>Labour Day</b>	<b>September 1</b>	<b>September 7</b>	<b>September 6</b>
<b>Thanksgiving Day</b>	<b>October 13</b>	<b>October 12</b>	<b>October 11</b>
<b>Holiday break</b>	<b>Dec 22,23,24,</b>	<b>Dec 23,24</b>	
<b>Christmas Day</b>	<b>December 25</b>	<b>December 25</b>	<b>December 25</b>
<b>Holiday break</b>	<b>December 26,29,30,31</b>	<b>December 28,29,30,31</b>	

32.3 A Regular part-time, or temporary Employee shall receive an indemnity for this holiday at 1/20 of the regular pay (excluding any Overtime pay) received for the last four complete weeks they were paid. An employee not scheduled to work on a holiday with pay but who has worked within four weeks prior to the holiday is entitled to an indemnity calculated as per this clause.

32.4 All Employees who are required to work on a specific holiday shall be compensated at time and a half (150%) for the hours worked, in addition to any holiday pay to which they may be entitled for that day. All employees who are required to work on December 25 and/or January 1 shall be compensated at double time (200%) for the hours worked, in addition to any holiday pay to which they may be entitled for that day.

32.5 A holiday with pay occurring while an Employee is:

- a) On Vacation: The holiday is paid as per above and the vacation day is postponed.
- b) On Sick Leave: The holiday is paid according to policy if it occurs during the five day waiting period and prolongs the waiting period in proportion. Holidays occurring after the waiting period are not paid. Statutory Holidays may be topped up from the employee's sick bank.
- c) On Bereavement Leave: such a holiday does not prolong the leave by the appropriate number of days.
- d) On Workers' Compensation: The holiday is not paid.
- e) On Maternity/Paternity: The holiday is not paid.
- f) During a Lay-Off Period: The holiday is not paid, except if the employee comes back to work within four weeks after the lay-off.

32.6 Special consideration for Employees working on Rotating Shifts, including weekend work:  
a) A holiday that falls during one of the scheduled days off entitles an Employee to another day off, to be taken at a time mutually agreed upon by the Employee and the manager.

b) When December 25 and January 1 coincide with a Saturday or a Sunday, hours worked on those days will be compensated at double time (200%) (Working on those days will not however entitle the employee to an additional holiday: a regular employee is paid the same number of holidays whether or not they work on that Saturday or that Sunday.)

c) When June 24 or July 1 falls on a Saturday, that holiday will be considered as taking place on that day. When it falls on a Sunday, it will be considered as taking place on the Monday, as required by the Labour Standards.

32.7 Employees belonging to a recognized religion have the right to a leave without pay for holidays celebrated by their religion.

32.8 Wellness Day: Will be treated similar to a University function, as per Article 26.10

### **Article 33. FAMILY AND OTHER LEAVES**

33.1 Employees, actively at work or on vacation, are entitled to the following leaves without loss of regular pay or vacation (unless otherwise indicated herein) provided the leave coincides with a day the Employee would normally work.

In all cases, an Employee must inform his/her Manager as early as possible of an upcoming absence.

If the leave falls on a paid holiday, this does not prolong the leave or result in double payment for a particular day.

#### 33.2 Bereavement

In the Event of Death of:

(a) the spouse, a child, a father, a mother, a brother or a sister, five (5) days; paid days.

One of the days in above may be reserved for a funeral ceremony taking place at a later date.

(b) the father-in-law, mother-in-law, brother-in-law, sister-in law, son-in-law, daughter-in-law, grandparents or grandchildren,: One (1) paid day. Members may request to Human Resources that the bereavement leave be extended to five days for any other person whom the member considers part of their immediate family.

#### 33.3 On the Occasion of the Wedding or Civil Union:

a. of the Employee: three (3) consecutive working days immediately preceding or following the day of the ceremony;

b. of the child, brother, sister, father, mother: the day of the ceremony.

#### 33.4 Upon the Birth or Adoption of a Child or Upon Termination of Pregnancy From The 20th Week Of Pregnancy:

The Employee may receive a leave of two (2) working days with pay, and may take up to three (3) additional days from their banked time (overtime and vacation) provided the leave is taken within 15 days of the child's arrival at home, or where applicable, the termination of pregnancy. If the mother is already on maternity leave, this leave does not apply.

#### 33.5 For Family Responsibilities:

(a) Unpaid leave may be granted for up to 10 days per year for family responsibilities. This leave cannot be unreasonably refused.

- (b) An Employee may be on unpaid leave for not more than 12 weeks during a 12 month period to care for a member of his/her immediate family due to serious illness or serious accident. Employees may qualify for Compassionate Care leave under the Labour Standards.

In the case of a minor child, this unpaid absence may be up to 104 weeks from the start of the absence.

In such cases of extended unpaid leave, the Employee may continue to participate in group insurance and pension plans provided the Employee pays his/her own share of the premiums during the leave, and provided such is possible under the master policies.

- (d) Upon return from such leave, the Corporation shall reinstate the Employee in his/her former position with the same benefits, including the salary to which the Employee would have been entitled to had the Employee remained at work.
- (e) In the case where the position held by the Employee no longer exists when the Employee returns to work, the Corporation shall recognize all rights and privileges to which the Employee would have been entitled to if she/he had been at work at the time the position ceased to exist.

33.6 On the Occasion of Moving:

The Employee shall be entitled to one (1) day of paid leave per calendar year for the purpose of moving to a new principal residence provided this day does not fall within the scheduled annual vacation.

33.7 For Public Duty:

- (a) An Employee who is requested to act as a juror or as a witness in a legal proceeding where he/she is not a party, shall maintain his/her regular salary as if he/she was working during the period of the absence, provided the compensation, excluding reimbursed expenses, received as a witness or juror is remitted to the University.
- (b) If the presence of an Employee is required in a civil, administrative, or penal court, in a legal proceeding in which the Employee is a party, the Employee shall be entitled to use any accumulated vacation, and/or banked time, and/or apply for an unpaid leave.
- (c) An Employee elected to a School Board, or a Municipal Council, is entitled to a leave without pay for meetings or official activities of his/her function.
- (d) An Employee serving on a fire department is entitled to a leave without pay when called out. The Employee may use banked time or make up the time taken at a later date.

**Article 34. MATERNITY/PATERNITY/ADOPTION/PARENTAL LEAVE**

General Provisions

The employee who has to reimburse the Quebec Parental Insurance Plan (Q.P.I.P.) for overpayments will not be reimbursed by the Corporation for these amounts.

This article does not grant an employee a benefit, which she/he would not have had if she/he had remained at work.

Maternity Leave

34.1 A pregnant employee is entitled to a maternity leave of a maximum of fifteen (15) or eighteen (18) weeks duration in conjunction with Q.P.I.P.

34.2 During the period of the maternity leave, a Regular employee who has accumulated twenty (20) weeks of service at Bishop's University within the last two years prior to the beginning of her maternity leave, shall receive from the Corporation an amount equal to the difference between the Q.P.I.P. benefits received by the employee and 100% of the employee's basic weekly salary.

34.3 Where there is an interruption of pregnancy preceding the expected date of delivery, the Employee is entitled to a sick leave for a period of up three weeks. This leave may be extended upon presentation of a medical certificate.

However, when there is an interruption of pregnancy after the 19th week, in accordance with Q.P.I.P., the employee is entitled to a Maternity leave as defined in 34.1.

#### Notices

34.4 The maternity leave may be taken after giving written notice of no less than three weeks to the Corporation, stating the date on which the leave will begin and the date on which the employee expects to return to work. The notice must be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery.

34.5 In the case of a termination of pregnancy or a premature birth, the employee must, as soon as possible, give written notice to the Corporation informing the Corporation of the event and the expected date of her return to work, accompanied with a medical certificate attesting to the event.

The notice may be of less than three weeks if the medical certificate attests that the employee needs to stop working within a shorter time.

#### Medical Certificate

34.6 From the sixth week preceding the expected date of delivery, the Corporation may, in writing, require a pregnant employee who is still at work to produce a medical certificate attesting that she is fit to work.

34.7 If the employee refuses or neglects to produce the certificate within eight days, the Corporation may oblige her to take her maternity leave immediately by sending her a written notice to that effect giving reasons.

34.8 Notwithstanding the notice in Article 34.6, the employee may return to work before the expiry of her maternity leave. However, the Corporation may require a medical certificate from an employee who returns to work within the two weeks following delivery, attesting to the fact that she is fit to work.

#### Paternity Leave

34.9 In conjunction with the Q.P.I.P., the father has a right to up to 5 continuous weeks of absence without pay at the time of the birth of his child. Paternity leave may not begin before the week during which the child is born and must end not later than 52 weeks after the child's birth. The Paternity Leave cannot be fractioned unless there is an agreement with Corporation or in such cases as specified by law.

34.10 During such a leave, a Regular employee who has accumulated 20 weeks of service during the last two years and whose request under Q.P.I.P. is approved may receive during the period of Paternity Leave, as specified in Article 34.9, from the Corporation for a period of three (3) weeks, the difference between his Q.P.I.P. benefits and 100% of his nominal salary.

#### Adoption Leave

34.11 In conjunction with the Q.P.I.P., an employee who adopts a minor child has a right of up to 37 continuous weeks of absence to take care of the child. Adoption leave may not begin before the week during which the child is entrusted to the employee within the framework of an adoption procedure or the week during which the Employee leaves his/her work to go to a place outside Quebec in order that the child be entrusted to him/her.

34.12 During such a leave, a Regular employee who has accumulated 20 weeks of service during the last two years and whose request under Q.P.I.P. is approved and who is the primary care giver of the adopted child, may receive, a maximum of 12 continuous weeks during which he/she receives Q.P.I.P. benefits, additional compensation equal to the difference between 100% of her/his basic weekly salary and the Q.P.I.P. benefit.

34.13 Upon the adoption of a child the parent who is not the primary care giver has a right to a leave of two working days with pay. (See Article 33.4 Family and Other Leaves)

34.14 Articles 34.12 and 34.13 do not apply to an employee who adopts her or his spouse's child.

#### Parental Leave

34.15 The Parental leave can be taken by either parent or shared by both parents (simultaneously or consecutively), to take care of a new child. The Parental leave can be up to 32 consecutive weeks and is without pay. (See Q.P.I.P.)

#### General Considerations

34.16 During a Maternity leave with or without pay, Paternity leave with or without pay, an Adoption leave or a Parental leave, the Employee benefits continue as if the Employee was actually at work, provided he/she makes continuous regular payments of the Employee's portion of the contributions required for the said benefits, provided that it is permitted under the master policies.

34.17 Upon return from Maternity, Paternity, Parental or Adoption leave, the Corporation shall reinstate the Employee in the Employee's former position with the same benefits, including the salary to which the Employee would have been entitled had the Employee remained at work.

34.18 In the case where the position held by the employee no longer exists when the employee returns to work, the Corporation shall recognize all rights and privileges to which the employee would have been entitled to if she/he had been at work at the time the position ceased to exist.

34.19 The basic weekly salary of a part-time Employee is the average weekly salary received during the 20 weeks worked prior to the Maternity leave or Adoption Leave.

34.20 An Employee excluded from receiving Q.P.I.P. benefits or declared ineligible for them is not entitled to Maternity, Adoption or Parental Leave compensation.

### **Article 35. SELF FUNDED LEAVE WITH DEFERRED SALARY**

#### Purpose and Effect of the Leave of Absence

- (a) The purpose of a Self-Funded Leave with Deferred Salary is to allow a Regular Employee to engage in an activity of a personal or professional nature, which may include studies or research projects.
- (b) The effect of the leave is to allow the salary normally earned in either a four (4) or four and a half (4.5) year period to be paid spread over a five (5) year period, thus allowing the Employee to be on leave with pay during the last year or half-year of the five year period.
- (c) At the end of the leave, as per Revenue Canada regulations, the Employee agrees to remain employed by the Corporation for at least an amount of time equivalent to the duration of the leave period.

- 35.2 Eligibility
- (a) Any Regular Employee may apply for a Self-Funded Leave with Deferred Salary.
  - (b) The Employee must have been employed by the Corporation on a regular basis for a minimum of five (5) continuous years prior to the start of the leave.
  - (c) An Employee may not take more than two leaves under this policy, during their life-time at the Corporation.
  - (d) In combination with the Leave of Absence without Pay (Article 36), no more than three (3) leaves in total may be taken during their life-time at the Corporation.
  - (e) The Employee must have worked at least five (5) years between two leaves of three months or more (either without Pay or Self-Funded).

- 35.3 Application
- An eligible Employee who wishes to benefit from a Self-Funded Leave of Absence must apply by submitting the application form entitled "Application for a Self-Funded Leave of Absence With Deferred Salary" (available from the Human Resource office) to his Manager at least six months prior to the intended start of the Contract Period (see 35.05 a).
- The application for the leave shall contain:
- (a) Information regarding the intended start and end dates of the leave and financing.
  - (b) A statement of any benefits to be continued or discontinued while on leave.
  - (c) The signature of the applicant and date of application.

- 35.4 Approval
- (a) The Corporation has twenty working days to respond to the request.
  - (b) All Leaves are subject to approval by the Corporation
  - (c) An approved application becomes a Contract.

- 35.5 Period Covered
- (a) Contract Period = Working Period + Leave Period. The period preceding the leave when the Employee works is known as the "Working Period" and the period when the Employee is away on leave is known as the "Leave Period". The combined length of the "Working Period" and the "Leave Period" is the "Contract Period".
  - (b) Upon return from such leave, the Corporation shall reinstate the Employee in the Employee's former position with the same benefits, including the salary to which the Employee would have been entitled had the Employee remained at work.
  - (c) In the case where the position held by the Employee no longer exists when the Employee returns to work, the Corporation shall recognize all rights and privileges to which the Employee would have been entitled to if she/he had been at work at the time the position ceased to exist.

- 35.6 Duration
- (a) The Contract Period shall be for 5 years and shall only commence at either the beginning of a fiscal year or at the beginning of a calendar year.
  - (b) The Leave Period shall be for either six (6) consecutive or twelve (12) consecutive months, commencing immediately after the end of the Working Period.

- 35.7 Financing the Leave
- (a) In order to fund the leave, during each of the five (5) years contemplated by the Contract Period, the Employee shall only receive a percentage of the salary to which she/he would be entitled were it not for the Self-Funded Leave. The percentages applicable are:

Leave Period	Contract Period 5 years
1 Year	80% of Salary
6 months	90% of Salary

This percentage shall apply to all remuneration including vacation, sick pay and holidays with pay, excluding overtime.

- (b) Subject to the provisions specified in this article, the Employee shall be entitled, for the duration of the Leave Period, to the rights and benefits that she/he would have under the terms of her/his employment with the Corporation.

Contributions by both the Employee and the Corporation to the various benefit plans of the Corporation will be based on 100% of normal salary.

- (c) Each of the years or half-years referred to in the Contract Period shall count as a period of service for the purpose of any pension plan in force, provided this is permitted by the pension plan texts.

#### 35.8 Early Termination

In the event of early termination of the Contract of a Self-Funded Leave, the remaining deferred salary owed shall be paid to the Employee (or beneficiary/estate if applicable) without interest:

- (a) In the event of the retirement, resignation or dismissal of the Employee, the Contract shall terminate on the date of such retirement, or resignation, or effective date of dismissal.
- (b) An Employee may ask Corporation to terminate his/her Contract at any time for valid reasons. However, Corporation may withhold approval.

#### 35.9 Maternity, Parental or Adoption Leave

Should a Maternity, Parental or Adoption Leave (MPA) take place during the Contract Period of a Self-Funded Leave, the following provisions apply:

- (a) If the MPA Leave starts before the Leave Period:

The Contract Period shall be interrupted for the duration of the MPA leave and shall be extended accordingly following the end of the MPA leave. During the interruption, applicable articles concerning Maternity, Parental and Adoption leaves shall apply as usual.

- (b) If the MPA Leave starts before the Leave Period and continues into the planned Leave Period:

The Employee shall choose:

- i. To defer the "Leave Period" to another year; or
- ii. To terminate the Self Funded Leave contract, in which case the provisions of Article 35.08 shall apply.

- (c) If the Leave takes place entirely during the Leave Period or extends beyond the end of the planned Leave Period:

The Leave Period shall be interrupted for the duration of the MPA leave and shall be extended accordingly following the termination of such a leave; the Contract Period shall also be extended accordingly. During the interruption, applicable articles concerning maternity, paternity and adoption leaves shall apply as usual.

#### 35.10 Family Leaves

- (a) An Employee under a Contract Period of a Self-Funded Leave may apply for a Family Leave (Article 33). In this case, the duration of the Contract Period shall be extended by the Leave period.

(b) Should the total of one (1) or more Leaves exceed twelve (12) months, the Contract of a Self-Funded Leave shall terminate automatically and the provisions of Early Termination shall apply.

(c) All Leaves included, the Contract Period of a Self-Funded Leave may not exceed seven (7) years.

35.11 Disability

The same provisions as stated under Maternity, Parental or Adoption Leave shall apply replacing MPA with disability as needed.

35.12 This plan is subject to applicable income tax legislation.

**Article 36. LEAVE OF ABSENCE WITHOUT PAY**

The Corporation shall normally grant a leave of absence without pay under the terms and conditions as defined below.

36.1 Eligibility

- (a) Any Regular Employee may apply for a full-time leave of absence.
- (b) The Employee must have been employed by the Corporation on a regular basis for a minimum of five (5) continuous years prior to the start of the leave of absence.
- (c) An Employee may not take more than two leaves under this policy, during their life-time at the Corporation. Leaves granted before 2004 will not be included in this maximum of two.
- (d) In combination with the Self-Funded Leave with Deferred Salary policy (Article 35), no more than three leaves in total may be taken. Leaves granted before 2004 will not be included in this maximum of three.
- (e) The Employee must have worked at least five years between two leaves.

36.2 Duration

A full-time leave of absence may be granted for a period of three to twelve consecutive months.

36.3 Application

An eligible Employee who wishes to benefit from a full-time leave of absence must apply by submitting the application form entitled "Application for a Full-Time Leave of Absence Without Pay" (available from the Human Resource office) to his/her Manager at least six months prior to the intended start of the leave of absence.

The application for a leave of absence shall contain:

- (a) Information regarding the intended start and end dates of the leave.
- (b) A statement of any benefits to be continued or discontinued while on leave of absence.
- (c) The signature of the applicant and date of application.

36.4 Approval

All leaves are subject to approval by the Corporation. However, the Corporation has twenty (20) working days to respond in writing to the request, at which time the Corporation may also require that the start of the leave be advanced or delayed by up to three (3) months before or after the initially requested date. The Corporation and the Employee may agree to further advance or deferral should there be unusual circumstances.

36.5 Benefits

An Employee on a Leave of Absence:

- (a) May continue to participate in Group Insurance and continue to contribute to his/her Pension plan, provided that they are permitted by the Pension plan texts and provided that the entire amount of

the required premiums and contributions are paid by the Employee. Arrangements for benefits (including post-dated cheques and coverage confirmation) must be made prior to the commencement of the Leave of Absence. No retroactive buy-back of pension service will be possible at a later date.

- (b) Is not entitled to compensation for Holidays with Pay (Article 32) that occur during the leave of absence.
- (c) Upon return from such leave, the Corporation shall reinstate the Employee in the Employee's former position with the same benefits, including the salary to which the Employee would have been entitled had the Employee remained at work.
- (d) In the case where the position held by the Employee no longer exists when the Employee returns to work, the Corporation shall recognize all rights and privileges to which the Employee would have been entitled to if she/he had been at work at the time the position ceased to exist.

Provisions of Educational Assistance (Article 39), Vacation (Article 37), Sick Leave (Article 38), and provisions on Seniority in the Seniority (Article 15) apply, as determined in each of these articles.

During a fiscal year when a Leave of Absence occurs, only the time worked by the Employee on Leave will be considered for advancement in pay rate steps.

36.6 Early Termination

An Employee may not terminate early his/her Leave of absence without the prior approval of the Corporation.

36.7 Notice of Return

An Employee on a Leave of absence of four (4) months or more must confirm in writing to his/her manager their intention to return to work or not to return to work no less than four (4) months prior to the end of the leave of absence. An Employee who fails to do so will be considered as having irrevocably submitted his/her immediate resignation to the Corporation, resulting in an immediate termination of benefits.

36.8 Exceptional Requests

Exceptional requests outside of these terms and conditions may be considered for approval by the Corporation.

**Article 37. VACATION**

37.1 Reference Year

The reference year for vacation purposes aligns with the University Fiscal Year from May 1<sup>st</sup> to April 30<sup>th</sup>.

Bishop's will provide an advanced vacation model whereby Regular full-time employees may take anticipated vacation in the same reference year without accruing it first. It is understood that if the member's employment ends, any vacation used and not accrued will be deducted from their final pay.

37.2 Vacation Pay

Unless otherwise noted herein, vacations are paid at the Employee's regular rate of pay, on hours of work stated in their offer letter and on the scheduled pay dates.

37.3 Scheduling Vacation Time

Scheduling of vacations is the responsibility of the manager who must ensure that all Employees are given their full vacation entitlement while taking into account, maintenance of efficient department service, seniority and the preferences of staff.

A manager may request that Employees in the department schedule the vacations they want to take during the vacation peak period (i.e., from the week of June 24 to Labour Day) before the end of April of each year. Vacations taken during that time may be limited in order to allow a maximum number of people the possibility of taking a vacation during that time.

An Employee may change their previously planned vacation period with the agreement of their manager provided that the vacation periods of other Employees and the service requirements of the department are respected.

Pursuant to the Labour Standards, a vacation may be divided into more than two periods if requested by the Employee, provided the manager agrees.

#### 37.4 Effect of Paid Holidays and Paid Leaves

A paid holiday that occurs while the Employee is on vacation is paid as a holiday and has the effect of postponing the day of vacation that coincides with the paid holiday.

A special paid leave that coincides with a planned vacation has the effect of postponing equivalent vacation days.

#### 37.5 Illness and Vacation Scheduling

An Employee unable to take their annual vacation at the scheduled time due to illness, accident or occupational injury occurring before the beginning of their vacation period may defer their annual vacation to a later date. However, they must notify their manager as soon as possible prior to the date set for the beginning of their vacation period. Upon their return to work, the Employee must work out a new vacation period with their manager.

An Employee hospitalized as a result of illness or an accident which occurs during their vacation, after communicating with Human Resources, may defer the balance of their vacation either to the end of their disability or to a later date agreed upon with their manager.

An Employee unable to use their full vacation during the reference year as result of an illness or accident may defer the balance of their vacation to the next reference year.

#### 37.6 Effect of Absences on Vacations

Pursuant to the Labour Standards, an Employee on Disability Leave who has worked at least a part of the reference year will be entitled to vacation as if they had been at work during the disability leave. An Employee who is on disability leave for the whole of the reference year does not accumulate vacation credits for that year.

An Employee who is on Maternity or Paternity Leave paid in part by the Corporation but who otherwise would have been at work is entitled to a vacation credit as if they had been at work during that period of time.

An Employee who is on an Adoption Leave paid in part by the Corporation is entitled to a vacation credit as if they had been at work, provided they would otherwise have been at work.

An Employee who is on an Adoption or Parental Leave which is not paid by the Corporation or on a leave of absence without pay for one month or more, does not accumulate vacation credit.

#### 37.7 Effect of Termination of Employment

Upon terminating employment, an Employee will receive in the form of a lump sum an indemnity equal to their vested vacation that has not yet been taken. Any vacation used and not accrued will be deducted from their final pay.

37.8

Regular Full-Time Employees Eligibility and Length of Vacations

- (a) All Regular Full-Time Employees are entitled to paid vacations, in accordance with vacation entitlements determined as of the beginning of the reference year.
- (b) New employees hired during the vacation period will receive the following prorated vacation:
  - 0 to 3 months remaining in the vacation period equals 5 vacation days
  - 4 to 6 months remaining in the vacation period equals 10 vacation days
  - 6 to 11 months remaining in the vacation period equals 15 vacation days
- (c) A Regular Full-Time Employee with one (1) or more years of service as of May 1st will accumulate 20 days of vacation each year.
- (d) A Regular Full-Time Employee shall be entitled to 21 days of vacation after 5 years of service.
- (e) A Regular Full-Time Employee shall be entitled to 22 days of vacation after 10 years of service, 23 days after 15 years of service, 24 days after 20 years of service, 25 days after 25 years of service

Years of Service are determined by your employment start date as a Regular or Temporary employee.

37.9

Employees Other Than Regular Full-Time

Employees other than Regular full-time earn vacation using an accrual model. Vacations are earned over a period of 12 consecutive months. This period runs from May 1 to April 30 and is known as the vacation reference year. Vacation is earned during one reference year, to be taken during the following year.

The Vacation indemnity is based on the gross earnings the employee earned during the vacation reference year.

- (a) An Employee who has less than one (1) year of continuous service at the end of the reference year has the right to 1.25 days for each full month of continuous service, up to a maximum of 3 weeks, to be taken during the following year. The indemnity for this vacation is 6% of the earnings of the reference year.
- (b) An Employee who has one (1) year up to less than five (5) years of continuous service at the end of the reference year is entitled to three (3) weeks of vacation each year. The indemnity for this vacation is 6% of the earnings of the reference year.
- (c) An Employee who has five (5) or more years of continuous service at the end of the reference year is entitled to four (4) weeks of vacation each year. The indemnity for this vacation is 8% of the earnings of the reference year.
- (d) The indemnity for the vacation earned during the reference year will be paid at the end of April each year prior to the vacation being taken, or at termination of employment if the employment is interrupted.

**Article 38. SICK LEAVE**

Short term sick leave is for absence due to an illness or disability of the employee and does not exceed seventeen (17) weeks.

38.1

Regular Full-Time Employees

- (a) A Regular Full-time Employee will be allocated eleven (11) days (sick bank) per calendar year for Sick Leave purposes. At time of hire, the new employee will receive a sick bank prorated to their date of employment. Unused sick days will be banked.

- (b) When an employee is on Sick Leave, the first five (5) continuous working days of absence due to sickness will be paid from the sick bank if available. If not, the employee will have the possibility to use their overtime or vacation hours for the first five (5) days. If the sickness continues after those initial five (5) days, the employee will move to Short Term Disability and be paid  $\frac{3}{4}$  (75%) of their regular salary for a period of up to sixteen (16) weeks. The remaining  $\frac{1}{4}$  (25%) of their regular salary will be paid from their accumulated sick bank until the bank is depleted. If so an employee will have the possibility to use their overtime bank or vacation hours.
- (c) At the end of the sixteen (16) week period mentioned above salary will cease and the Long Term Disability plan will apply if the employee qualifies under the plan.

### 38.2

#### Employees Other Than Regular Full-Time

- a) An employee hired between January 1<sup>st</sup> until December 31<sup>st</sup> is granted two (2) sick days at the start of employment, for the first calendar year of employment.
- b) The sick days below are allocated on January 1<sup>st</sup> following the date of employment.

The number of sick days allocated to an employee's sick bank in a calendar year for sickness is the greater of the hours worked by the employee in the previous calendar year, or the number of hours projected in their letter of appointment, divided by the number of regular hours in a similar full-time position, multiplied by 11. Example: a person who has worked 1000 hours in the previous calendar year where a similar full-time position has 2000 hours:  $1000/2000 \times 11 = 5,5$  days. Unused sick days will be banked.

When an employee is on Sick Leave, the first five (5) continuous working days of absence due to sickness will be paid from the sick bank if available. If not, the employee will have the possibility to use their overtime or vacation hours for the first five (5) days (the days which the employee would have worked had it not been for the sickness). If the sickness continues after those initial five (5), the employee will move to Short Term Disability and be paid  $\frac{3}{4}$  (75%) of their regular salary for a period of up to sixteen (16) weeks. The remaining  $\frac{1}{4}$  (25%) of their regular salary will be paid from their accumulated sick bank until the bank is depleted. If so, an employee will have the possibility to use their overtime bank or vacation hours.

- c) All payments under Sick Leave will be based upon an employee's average regular salary of the preceding fourteen (14) pay periods.
- d) At the end of the sixteen-week period mentioned above, salary will cease and the Long-Term Disability plan will apply if the employee qualifies under the plan.
- e) In order to benefit from Sick Leave, an employee must be actively at work when the sickness begins.
- f) In the case of an employee hired on a temporary basis, short term sick leave and long-term disability plan do not apply.

### 38.3

#### General

- (a) All Sick Leaves must be reported to the employee's supervisor before the beginning of the employee's shift.
- (b) Medical certificates will be required for any illness or disability that lasts more than five (5) consecutive working days and periodically thereafter if the illness/disability continues.
- (c) Medical certificates will also be required in the case of repetitive or patterned absences and treatments.

- (d) After twenty-five (25) consecutive working days of short-term sick leave, the claim will be adjudicated by an independent medical insurance provider who will determine the length of the sick leave based on the information provided.
- (e) Five (5) sick days a calendar year may be used as personal days. Personal days are defined as individual days (or ½ days) that may be used at the employee's discretion.
- (f) Sick days within the sick bank are cumulative but not redeemable.
- (g) This leave can also be taken to fulfill obligations relating to the legitimate illness or disability of the member's immediate family. Medical certificates for family members must be provided by the Employee if the sickness lasts for more than three (3) consecutive working days.
- (h) When it is impossible to secure appointments outside of regular work hours, the hours used for visits to doctors, dentists, and certified medical professionals will be taken from the Employee's sick bank. Employees may use this clause to accompany members of their immediate family (their spouse, children or parents) to medical appointments if necessary.
- (i) Appointments during working hours will be taken from the employee's sick bank or banked time.
- (j) If an Employee receives an income replacement indemnity from a government sponsored plan (i.e., CNESST, SAAQ), the Employee will be paid from their sick bank if available, a top-up representing the difference between the gross indemnity received and 100% of their calculated net pay (calculated net pay is defined as 100% of gross regular salary less government deductions i.e. QPP, EI, QPIP, Federal and Provincial income taxes).
- (k) Upon return from Sick Leave, the Corporation shall reinstate the employee in their former position with the same benefits; including the salary to which the employee would have been entitled, had they remained at work.

## **Article 39. EDUCATIONAL ASSISTANCE**

### Tuition Waiver

#### 39.1 Eligibility

This article applies to Regular Employees only who have completed six (6) months of employment.

For the purpose of this article, dependents are defined as those children of the Employee who are under 25 years of age or for whom the Employee could claim as a dependent for income tax purposes.

#### 39.2 Tuition Benefit

Employees, and retired employees, their spouses and their dependents are entitled to a waiver of tuition fees within the limits of this article for any credit course taken at Bishop's University. Other fees, such as student service fees, application fees, practicum fees, etc., are not covered.

The limit of tuition amount to be waived is the tuition applicable to Quebec resident students.

#### 39.3 Credit Courses taken by the Employee during working hours are subject to the following restrictions:

- (a) Only one course (up to three credits) may be taken during working hours per semester.

- (b) The prior written approval of the Manager of the department is required for each course. Application forms may be obtained at the Human Resource office.
- (c) Arrangements must be made in advance with the Manager to work compensating hours for any time off required to attend courses during normal working hours. Requests to work this compensating time cannot be unreasonably refused. The hours required to take the course are to be made up or deducted from their pay.
- (d) The course must be taken on campus.

- 39.4 Upon the death of the Employee, the spouse and the dependents are eligible for the Tuition Benefit.
- 39.5 Employees on a Leave of absence without pay are eligible for the Tuition Benefit for themselves. The spouse and dependents of an Employee on a leave of absence without pay are not eligible for this benefit.
- 39.6 The Tuition Benefit ceases at the end of the semester in which employment is terminated.
- 39.7 Any benefit under this article is subject to income tax regulations.
- 39.8 The Tuition Benefit provisions will cease should the government withdraw its funding for the students covered by this policy.

**Article 40. GROUP INSURANCE BENEFITS**

The underlying principle of Group Insurance Benefits is that the coverage, eligibility and the overall cost sharing are maintained as per the current policy.

The Corporation will provide access to the Benefit details of the current policy to all members within 30 days of the signing of this Collective Agreement.

- 40.1 For the duration of the Collective Agreement, the following Group Insurance Benefits will be maintained for the eligible Employee with the cost sharing as identified.
  - (a) **Health** (medical, hospital and travel), coverage and eligibility as per current policy for staff, premium entirely paid by Corporation. There is no eligibility where the duration of the position is planned to be less than one year.
  - (b) **Life Insurance**, coverage and eligibility as per current policy for staff, premium shared equally between Employee and Corporation.
  - (c) **Long-term disability**, coverage and eligibility as per current policy for staff, premium entirely paid by Employee. There is no eligibility where the position is planned to be less than one year.
- 40.2 A Staff Joint Benefits Advisory Committee is established to review and advise on Group Insurance Benefit issues. The composition of the committee will be two representatives from the staff bargaining unit and two representatives named by the Corporation. Each party will name their representatives within 15 days of the signing of the collective agreement.
- 40.3 Any increased cost of maintaining coverage as described in 40.01 above will be paid according to the premium ratio for the type of coverage.

**Article 41. PENSION**

41.1 The following Pension Plans are maintained for the Employees:

- Pension Plan for Full-Time Employees of Bishop's University
- Simplified Pension Plan of Bishop's University

41.2 Eligibility is as per current Plans.

41.3 The Corporation and the Association agree to maintain the Pension Committee for Full-Time Employees constituted in accordance with the relevant legislation and the provisions of the Pension Plan.

41.4 The two Pension Committee members of the Pension Plan for Full-time Employees of Bishop's University shall be designated by the APBU Staff Bargaining Unit. Such Committee members shall be active participants in the plan.

Members of the Simplified Pension Plan Information Committee shall be elected by the members of the Plan.

41.5 The Pension Plan for Full-Time Employees may not be amended without the written agreement of the Association and the Corporation.

The Simplified Pension Plan of Bishop's University may not be amended without consultation with members of the Plan.

**Article 42. SALARY ADMINISTRATION**

Salary Rates

42.1 The salary rates are those indicated in Appendix I, II, III.

Appendix I Unionized Staff Salary Scales as of July 1st, 2025, 3.48% over July 1st 2024

Appendix II Unionized Staff Salary Scales as of July 1st, 2026, 3.48% over July 1st 2025

Appendix III Unionized Staff Salary Scales as of July 1st, 2027, 3.48% over July 1st 2026

42.2 An Employee shall receive, at time of hiring, a salary rate that is at least equal to the minimum of the salary scale for their class.

42.3 The normal starting salary rate at the time of employment is the minimum of the pay scale for the class. Taking into consideration the Employee's previous relevant experience, the starting salary rate may be higher than the minimum of the salary scale.

42.4 Employees who have completed their probation period or who are currently on a trial period will be eligible for a salary step increase on July 1<sup>st</sup> of each year.

42.5 Notwithstanding the above, if as a result of reclassification an Employee has a salary rate that is higher than the maximum of their classification, the Employee shall be considered "red-circled" and will not be eligible for salary scale, or salary rate step increases until those increases bring the maximum for that class up to the red circled rate.

Promotion

42.6 A promotion shall be defined as a transfer to a new position with a higher class such that the salary scale minimum of the class of the new position is higher than the salary scale minimum of the class of the Employee's previous position.

42.7 An Employee receiving a promotion will be granted the salary rate that is equal to the greater of:

- a) The step that is closest to a minimum five percent (5%) increase without exceeding the maximum of the applicable salary scale: or
- b) The amount necessary to raise the Employee's salary to the minimum of the salary scale of the new class.

Transfer

42.8 Lateral Transfer

- (a) A lateral transfer shall be defined as a transfer to a position belonging to the same class of the previous position.
- (b) No salary adjustment shall be made in the event of a lateral transfer.

42.9 Downward Transfer

- (a) A downward transfer shall be defined as a transfer to a position, such that the salary scale minimum of the class for the new position is lower than the salary scale minimum of the class of the Employee's previous position.
- (b) The salary of an Employee who voluntarily transfers to a position at a lower class will decrease to the step that is closest to a five percent (5%) reduction if the salary is within the salary scale of the lower class, without going below the minimum of the class. If the reduced salary exceeds the salary scale maximum of the new class, the salary will be reduced to the maximum of the new class.

42.10 Lead Hand Position

- (a) A Lead Hand is defined as a unionized staff who has been designated by the department manager to provide support and guidance to staff in the department, but does not replace the manager. They act as a liaison between the department manager and provide guidance to the department staff for operational, technical or project issues. They may be also be required to offer support to student employees for scheduling and training purposes.
- (b) The Lead Hand will receive a \$6,000.00 per annum stipend in addition to their regular rate of pay. This sum is pensionable, divided by 26 and paid out as part of the regular biweekly salary payments.
- (c) The length of Lead Hand positions will be between three months to a maximum of a two-year term, which is eligible for renewable at the discretion of the Corporation.

42.11 Payment of Salaries

The parties agree that as of July 1<sup>st</sup> 2011 the salaries of the staff employees shall be paid by direct deposit to any bank or Caisse Populaire in Canada.

**Article 43. CHANGES TO 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 provisions of the Labour Code.

**Article 44. UNIVERSITY STATUTES**

Where any conflict exists between the University Statutes and this agreement the provisions of this agreement shall be used and not the provisions of the Statutes.

**Article 45. 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.

**Article 46. TERMS AND CONDITIONS OF THE AGREEMENT**

46.1 Upon signature the present Collective Agreement is retroactive to July 1<sup>st</sup> 2025 and remains in effect until June 30<sup>th</sup>, 2028.

46.2 The Collective Agreement shall remain in force and bind the parties until such a time as a new Collective Agreement is signed, between the Association and the Corporation.

46.3 The Corporation will make available a copy of this agreement to all members within 30 days of the signing of the Collective Agreement. The Corporation will provide a written copy to any Employees on request.

**Article 47. UNIVERSITY COMMITTEES**

47.1 Staff Council is responsible for the selection of staff members to sit on all University Committees with staff representation, except where the committees in question specify representation.

**Article 48. JOB CLASSIFICATION MAINTENANCE PROCEDURE**

48.1 Mandate of The Joint Job Evaluation Committee (J.J.E.C.)  
The mandate of the J.J.E.C. is to review requests regarding the evaluation of a position in the following two cases, according to the procedure outlined below:

- (a) After a minimum of twelve months in the position, a staff employee may consider that his or her tasks or responsibilities have been modified substantially compared to the position's Job Description.
- (b) When Corporation substantially modifies a position after the last effective evaluation and that new or revised tasks or responsibilities have an impact on the position's classification.

All newly created Staff positions will be evaluated by the Human Resources Office, using the Evaluation Tool.

48.2 THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- a) The J.J.E.C. will consist of five members:
  - One party will be two designated representatives from Corporation,
  - The other party will be two elected representatives from the Association and
  - The fifth member will be a non-voting representative from the Human Resources Office.

- b) The mandate for the party representatives shall be two years. In the first year of the J.J.E.C one of the two representatives from each party will serve a one year term. The representatives of the two parties can serve more than one term but not more than two consecutive terms. In the case when a party representative goes on leave from the University they can be replaced for the remainder of the original mandate.
- c) Quorum will consist of the four voting members.
- d) The J.J.E.C. shall operate as set out in this procedure.
- e) The J.J.E.C. must base its work and decisions using the Evaluation Tool and Job Analysis Questionnaire.
- f) The HR Representative will act as the committee chairperson and be responsible for:
  - i) Chairing committee meetings;
  - ii) Scheduling committee meetings;
  - iii) Establishing the priority of matters to be acted upon by the committee.
- g) Job evaluation decisions shall require a unanimous decision from the J.J.E.C. with each party having one vote and decisions shall be final and binding.
- h) Minutes will be kept for all decisions made by the committee.

#### 48.3 JOB DESCRIPTIONS

- (a) As per the Staff Collective Agreement, Corporation has the right to modify, abolish or create a position, define the contents of the tasks and determine the required qualifications.
- (b) The job description will be sent to the incumbent(s) by the Human Resources Office upon request.

#### 48.4 MODIFICATION OR REQUEST TO REVIEW A JOB CLASSIFICATION AS A RESULT OF CHANGES IN THE POSITION

- (a) A unionized staff employee or the Association may request a job evaluation review for changes in the position that take place after the final posting of the job classification as outlined in article 48.4 by completing and submitting the Request for Review Form (Appendix IV) to the Human Resources Office, addressed to the J.J.E.C.
- (b) When there is more than one employee in a same position, at least 51% of the incumbents will have to sign the Request for Review Form to render the request official.
- (c) The Corporation (as represented by the Human Resources Office) may also request a job evaluation review for changes in the position that take place after the final posting of the job classification as outlined in article 48.4 by completing and submitting the Request for Review Form (Appendix IV) to the Human Resources Office, addressed to the J.J.E.C.
- (d) The J.J.E.C. will meet 4 times per year (January, April, July and October) to review the requests received under article 48.6. The J.J.E.C. will review all requests received by the last day of the month preceding the scheduled meeting.
- (e) Upon receipt of a completed Request for Review Form, the J.J.E.C. will evaluate the position with the information provided. If necessary, the committee may request further information (e.g. interviews, visits to the workplace, etc.)
- (f) The party who submitted the Request for Review Form, the Association, and Corporation will each be informed, in writing, of the J.J.E.C. decision, within 30 days of the decision. Decisions become effective immediately and are final. The grievance and arbitration clause included in Article 14 of the Staff Collective Agreement does not apply.
- (g) If the position's classification is modified, the incumbent(s) will be granted the salary of the new class at the same current step.
- (h) If the position classification is increased, the new salary will be effective as of the date of the request.
- (i) If the position classification results in a reduced salary, the incumbent may be red circled, effective on the decision date.

- (j) If no decision can be reached at J.J.E.C. the request will be sent to the Staff Joint Committee as outlined in article 48.8.
- (k) Requests for Review can only be submitted once every two years from the last time a position was evaluated or a request for review was made. If a significant change in the position occurs within that two year period a request can be made to the Staff Joint Committee to permit the J.J.E.C to reevaluate the position.

48.5 ARBITRATION PROCEDURE

- (a) If unable to reach unanimity, the J.J.E.C. will present the complete file to the Staff Joint Committee who shall make a decision in a prompt, just and equitable manner.
- (b) The grievance and arbitration clause included in Article 14 of the Staff Collective Agreement does not apply to decisions taken by either the J.J.E.C. or the Staff joint Committee under this article of the Staff Collective Agreement.

**Article 49. RETIREMENT BENEFITS**

The Corporation and the Association agree that it is in the interest of the University to offer continuing privileges to members who are retired and to encourage their participation in the activities of the University. Thus retired employees will be granted the following entitlements:

1. A Bishop's University ID card
2. Free access to the Library
3. Free access to the Sports Complex
4. Employees who retired on or before December 31<sup>st</sup>, 2025, will be grandfathered and remain eligible for free access to an "@ubishops.ca" email address. Accounts maintained in this fashion that remain inactive for 180 consecutive days will be permanently deleted.
5. Free Parking on Campus
6. Free access to student productions in Bandeen Hall, Turner and Centennial Theatre.
7. Health and other insurance benefits as outlined in the BU Retiree plan Booklet –Desjardins Policy No. Q1696, Class 033.

Any benefit under this article is subject to the relevant tax regulations.

**Article 50. PERMANENT & TEMPORARY CHANGE**

Where the University implements changes in the form of work methods, tools, equipment, new technology or materials, which will result in significant changes to the working conditions of employees, the Corporation will seek ways and means of minimizing adverse effects on employees which might result from such changes.

Permanent Change:

The Corporation anticipates that the proposed changes will result in permanent changes to the employee's job. The Corporation will indicate at Joint Committee the time in which these changes will take effect.

Temporary Change:

When the proposed changes will revert back to their original state after a pre-determined period. The Corporation will indicate at Joint Committee the time in which these changes will start and revert back.

A long-term change is defined as a change that will occur for a period longer than 12 months.

A short-term change is defined as a change that will occur for a period between 6 to 12 months.

50.1 Notice

The Corporation will advise Joint Committee of the change as soon as possible. During this period, the Joint Committee will meet to discuss the steps to be taken to assist employees who could be affected by the changes.

Planned:

When the changes have been planned in advance the Corporation will notify Joint Committee and the impacted employees of their intended protocol at least 90 days prior to the changes taking effect.

Unplanned Change:

If the changes have not been planned, the Corporation will notify the Joint Committee and the impacted employees within 30 days of the changes.

## 50.2 Training

If as a result of the changes implemented, the Corporation requires an employee to undertake additional training, the training will be given during the regular hours of work without loss of pay to the employee.

An employee whose work is significantly affected by such changes shall be provided the proper training as determined by the Corporation to enable the employee to carry out the duties of their job.

If the Corporation determines that after the proper training it did not result in the employee's skills meeting the requirements of the job, and they are unable to adapt to the required changes of their job, the employee will be entitled to the options outlined in Article 17.

**Appendix I: 2025 Salary Chart effective July 1st, 2025**

**2025 Salary Chart effective July 1<sup>st</sup>, 2025**

<b>Scale Staff July 1 2025 - June 2026</b>										
<b>GRADE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
1	21.34	21.99	22.66	23.34	24.03	24.75				
2	21.92	22.58	23.27	23.96	24.70	25.42				
3	21.97	22.61	23.31	24.00	24.73	25.47	26.22			
4	22.07	22.75	23.40	24.13	24.85	25.60	26.36	27.13		
5	22.26	22.92	23.62	24.31	25.06	25.81	26.58	27.39	28.19	
6	22.51	23.18	23.89	24.58	25.33	26.08	26.88	27.68	28.51	29.34
7	23.49	24.22	24.93	25.69	26.45	27.24	28.06	28.90	29.77	30.62
8	24.57	25.33	26.08	26.88	27.67	28.51	29.33	30.27	31.13	32.09
9	25.79	26.55	27.34	28.15	29.03	29.85	30.82	31.71	32.66	33.63
10	27.04	27.88	28.68	29.60	30.44	31.33	32.30	33.25	34.28	35.29
11	28.45	29.27	30.20	31.05	31.99	32.95	33.96	34.95	36.02	37.10
12	29.88	30.83	31.72	32.68	33.64	34.65	35.70	36.76	37.88	39.02
13	31.47	32.37	33.39	34.38	35.38	36.47	37.54	38.67	39.84	41.06
14	33.11	34.08	35.14	36.19	37.26	38.39	39.56	40.72	41.96	43.22
15	34.87	35.91	37.00	38.10	39.23	40.43	41.65	42.89	44.18	45.51
16	36.71	37.83	38.95	40.12	41.32	42.56	43.84	45.15	46.50	47.91
17	38.63	39.82	41.02	42.27	43.51	44.83	46.15	47.55	48.96	50.43
18	40.70	41.91	43.20	44.49	45.82	47.17	48.61	50.07	51.56	53.10
19	42.83	44.12	45.45	46.81	48.22	49.67	51.16	52.69	54.27	55.90
20	45.06	46.42	47.79	49.23	50.74	52.23	53.80	55.43	57.12	58.81

**Appendix II: 2026 Salary Chart effective July 1st, 2026**

**2026 Salary Chart effective July 1st, 2026**

<b>Scale Staff July 1 2026 - June 2027</b>										
<b>GRADE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
1	22.09	22.76	23.45	24.16	24.87	25.62				
2	22.69	23.37	24.08	24.80	25.56	26.31				
3	22.74	23.40	24.13	24.84	25.60	26.36	27.14			
4	22.84	23.55	24.22	24.97	25.72	26.50	27.28	28.08		
5	23.04	23.72	24.45	25.16	25.94	26.71	27.51	28.35	29.18	
6	23.30	23.99	24.73	25.44	26.22	26.99	27.82	28.65	29.51	30.37
7	24.31	25.07	25.80	26.59	27.38	28.19	29.04	29.91	30.81	31.69
8	25.43	26.22	26.99	27.82	28.64	29.51	30.36	31.33	32.22	33.21
9	26.69	27.48	28.30	29.13	30.05	30.89	31.90	32.82	33.80	34.81
10	27.99	28.86	29.68	30.64	31.50	32.43	33.43	34.41	35.48	36.52
11	29.45	30.29	31.26	32.14	33.11	34.10	35.15	36.17	37.28	38.40
12	30.92	31.91	32.83	33.82	34.82	35.86	36.95	38.04	39.20	40.38
13	32.57	33.50	34.56	35.58	36.62	37.74	38.85	40.02	41.23	42.49
14	34.27	35.27	36.37	37.45	38.56	39.73	40.94	42.14	43.43	44.73
15	36.09	37.16	38.29	39.43	40.60	41.84	43.10	44.39	45.72	47.10
16	37.99	39.15	40.31	41.52	42.76	44.05	45.37	46.73	48.12	49.58
17	39.98	41.21	42.45	43.75	45.03	46.40	47.76	49.21	50.67	52.19
18	42.12	43.37	44.71	46.04	47.42	48.82	50.31	51.82	53.36	54.95
19	44.33	45.66	47.04	48.44	49.90	51.40	52.95	54.53	56.16	57.85
20	46.63	48.04	49.46	50.95	52.51	54.05	55.68	57.36	59.11	60.86

**Appendix III: 2027 Salary Chart effective July 1st, 2027**

**2027 Salary Chart effective July 1st, 2027**

<b>Scale Staff July 1 2027 - June 2028</b>										
<b>GRADE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
1	22.86	23.56	24.27	25.01	25.74	26.52				
2	23.48	24.19	24.92	25.67	26.45	27.23				
3	23.54	24.22	24.97	25.71	26.50	27.28	28.09			
4	23.64	24.37	25.07	25.84	26.62	27.43	28.23	29.06		
5	23.85	24.55	25.31	26.04	26.85	27.64	28.47	29.34	30.20	
6	24.12	24.83	25.60	26.33	27.14	27.93	28.79	29.65	30.54	31.43
7	25.16	25.95	26.70	27.52	28.34	29.18	30.06	30.96	31.89	32.80
8	26.32	27.14	27.93	28.79	29.64	30.54	31.42	32.43	33.35	34.37
9	27.62	28.44	29.29	30.15	31.10	31.97	33.02	33.97	34.98	36.03
10	28.97	29.87	30.72	31.71	32.60	33.56	34.60	35.61	36.72	37.80
11	30.48	31.35	32.35	33.26	34.27	35.29	36.38	37.43	38.58	39.74
12	32.00	33.03	33.98	35.00	36.04	37.11	38.24	39.37	40.57	41.79
13	33.71	34.67	35.77	36.82	37.90	39.06	40.21	41.42	42.67	43.97
14	35.47	36.50	37.64	38.76	39.91	41.12	42.37	43.61	44.95	46.29
15	37.35	38.46	39.63	40.81	42.02	43.30	44.60	45.94	47.32	48.74
16	39.32	40.52	41.72	42.97	44.25	45.59	46.95	48.36	49.80	51.31
17	41.38	42.65	43.93	45.28	46.60	48.02	49.43	50.93	52.44	54.01
18	43.59	44.88	46.27	47.65	49.08	50.52	52.07	53.63	55.22	56.87
19	45.88	47.25	48.68	50.13	51.64	53.19	54.80	56.43	58.12	59.87
20	48.26	49.72	51.19	52.73	54.34	55.94	57.62	59.36	61.17	62.98

**LETTER OF INTENT 2026-01S**

**Letter of Intent 2026-01S**

The Corporation and the Association agree that all letters of Intent (LOFI) signed after 2023 and the following LOFI's previously signed by both parties are carried over to the Staff collective agreement and remain in force.

<b>LOFI</b>	<b>LOFI</b>
2010-02	2023-02S
2013-01	2024-01S
2014-1S	2025-01S
MOA 2016-A	2025-03S
2022-02S	2025-05S
	2025-06S

**LETTER OF INTENT 2010-02**

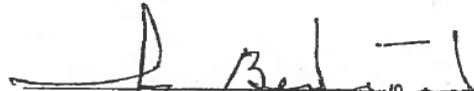
Letter of Intent 2010-02

**Letter of Intent 2010-02**

**Casual Positions Excluded from the Bargaining Unit**

The parties agree that an employee working under a 60 working-day contract is eligible for an extension of additional hours. The total hours worked within the reference year (September to August) shall not exceed 699.

  
Association

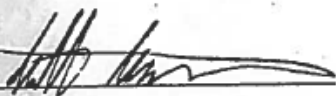
  
Corporation

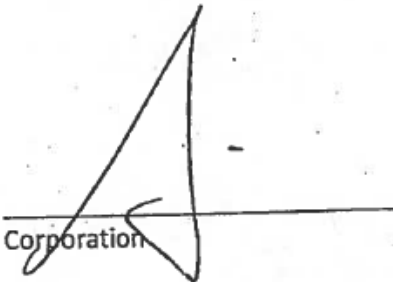
## Letter of Intent 2013-01

### Committees

The Corporation and Association agree that Staff will continue as member of all committees on which they are currently represented including by not limited to the following:

Board of Governors	1
Finance Committee	1
Sustainable Development	1
Information Technology and Policy Committee	1
Harassment	1+Alternate
Parking	1
Toponymy	1
Staff Award	1
Senate – Library Committee	1
Health and Safety	1
Full time Pension Plan Committee	2

  
\_\_\_\_\_  
Association

  
\_\_\_\_\_  
Corporation

Date: July 16/13

**LETTER OF INTENT 2010-02**

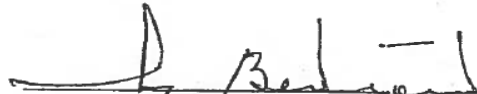
Letter of Intent 2010-02

Letter of Intent 2010-02

**Casual Positions Excluded from the Bargaining Unit**

The parties agree that an employee working under a 60 working-day contract is eligible for an extension of additional hours. The total hours worked within the reference year (September to August) shall not exceed 699.

  
Association

  
Corporation

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LETTER OF INTENT 2014-15



Letter of Intent 2014/15

Notwithstanding Article 16.1 b), the Corporation and the Association agree to the contracting out of the cleaning services for the John H. Price Sports and Recreation Centre. This agreement to contracting out is limited to the cleaning services of the Sports Complex.

In addition, the Corporation and the Association agree that a minimum of seventeen and half (17.5) Regular Full-time positions and two (2) Regular Part-time positions of 8 months will be maintained on Campus.

The Corporation and the Association further agree that this agreement to contract out does not set a precedent of any kind.

Corporation:

Michael Gaultier.  
A.

Association:

[Signature]  
[Signature]

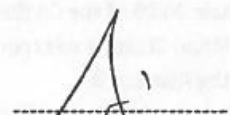
Date: Oct. 30 '14

**MEMORANDUM OF AGREEMENT 2016-A**

**MEMORANDUM OF AGREEMENT 2016-A**

Notwithstanding Article 3 and Letter of Intent 2013-02, the Corporation and the Association agree that the Varsity Coaches positions will be excluded from the Staff bargaining unit.

  
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APBU

  
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Corporation

## LETTER OF INTENT 2022-02S

SIGNED VERSION: February 7, 2023

### Letter of Intent 2022-02S

Considering that both the University and the Association are willing to make improvements to the work schedule of the Association members working in Security, and considering that the attached schedule would contravene the current Collective Agreement;

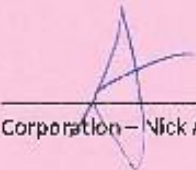
The parties agree the Collective Agreement remains in effect with the following amendments:

- The employee mentioned in the first four shifts listed on the attached schedule will rotate each week on Sunday at 00h00. The person in slot 1 moving to slot 2, the person in slot 2 moving to slot 3, the person in slot 3 moving to slot 4, and the person in slot 4 moving to slot 1.
- The employee mentioned in slots 5 and 6 of the schedule will rotate each Sunday at 00h00.
- Regardless of the selected number of hours worked, which can vary from 32 to 48, the employees in the two groups cited above are considered to have worked a 40 hour week. They will be paid as such and will have all deductions based on a 40 hour week.
- These members will receive a shift premium as defined in article 31.02.
- Overtime, at time and one half, will be paid for all hours in excess of the actual number of hours as scheduled that week for the employees in the two groups cited above, the member can choose to be paid or to bank overtime hours. The total number of hours banked cannot exceed 160.
- Holidays with pay will be paid as per article 32. For holidays with pay, the employees in the two groups cited above will receive 8 hours straight pay. If required to work, they will be compensated for the hours worked at time and a half in addition to the holiday pay mentioned.
- In order for the actual number of annual hours worked to equal 2080 the attached schedule can only be changed at the beginning of a four-week cycle. The reference to changes at the beginning of the three terms in article 25.05 of the CA does not apply but the requirement for 30 days' notice remains in force. Changes will require the consultation with the employees and the agreement of the Association.
- The hours defined for the part time employees (PT) are required as part of the whole schedule. These hours will be allocated to the part-time employees.
- Regardless of mention of "days" in the CA, sick day allocation, vacation and banked time will be recorded and deducted in hours.
- The University, at the end of any four-week cycle, may with consultation with the employees and the Association, return to a schedule in compliance with the Collective Agreement

Security Schedule Fig.1

<b>BISHOPS UNIVERSITY SECURITY SCHEDULE</b>												
Week of	Oct-23	to	Oct-25	SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL	YEAR
SCHEDULE	GUARD	TIMES		23	24	25	26	27	28	29		
<b>WEEK 1</b>												
1	FT-1	16H00-24H00		8	8	8	8					2080
		08H00-20H00	12						OFF	OFF	44	
2	FT-2	20H00-24H00		4	4					4		2080
		00H01-08H00			8	8						
		12H00-24H00							12			
			OFF					OFF			40	
3	FT-3	20H00-24H00					4	4				2080
		00H01-08H00	8	8			8	8				
						OFF				OFF	40	
4	FT-4	00H01-08H00				8	8	8				2080
		08H00-20H00								12		
			OFF	OFF					OFF		36	
1	RPT-1	08H00-16H00							8			2080
		08H00-20H00					12	12				
		20H00-24H00	4									
		00H01-08H00	8									
				OFF	OFF					OFF	44	
1	RPT-2	20H00-24H00								4		2080
		00H01-08H00								8		
		08H00-20H00		12	12						36	
LH	FT-5	01H00-04H00	4									2080
		00H01-01H00						1	1			
		13H00-24H00					11	11				
		08H00-16H00			8							
				OFF						OFF	36	
FT	FT-6	16H00-24H00								8		2080
		00H01-01H00			1	1				1		
		13H00-24H00		11	11				11			
			OFF					OFF			44	

  
 APBU - Jayson Crook

  
 Corporation - Nick Andrews

## **LETTER OF INTENT 2026-02S**

### **Letter of Intent 2026-02S**

The parties agree to create a Parity Committee that will establish a Performance Process for Staff to ensure the implementation of Article 20.6

Dr. Mike Teed, Professor Williams School of Business will Chair the committee.

The purpose of the Staff Performance Process purpose is to establish a consistent, fair, and transparent process for setting expectations, evaluating performance, supporting Staff growth, and aligning individual goals with organizational priorities.

#### **The Guiding Principles are:**

- Clarity: Staff understand what is expected of them.
- Consistency: Process applies uniformly across departments.
- Growth-Focused: Emphasizes development, coaching, and continuous improvement.
- Evidence-Based: Assessments rely on observable behaviours and measurable outcomes.
- Two-Way Engagement: Staff and Managers both contribute to the process.

#### **Roles and Responsibilities for Staff:**

- Set goals, track progress, participate actively in discussions
- Seek feedback and learning opportunities
- Communicate challenges

#### **Roles and Responsibilities for Manager:**

- Review job description and provide clear expectations and coaching
- Offer timely, constructive feedback
- Remove barriers and support development
- Document performance throughout the year

**Evaluation Tool**  
**Job classification and Pay Equity for**  
**Staff and Management**  
**2011**

**SUB-FACTOR 1: EDUCATION**

**SUB-FACTOR 2: EXPERIENCE**

**SUB-FACTOR 3: DEXTERITY**

**SUB-FACTOR 4: UPDATING OF KNOWLEDGE AND/OR SKILLS**

**SUB-FACTOR 5: KNOWLEDGE OF LANGUAGES**

**SUB-FACTOR 6: COMMUNICATION**

**SUB-FACTOR 7: ATTENTION TO THE HEALTH AND SAFETY OF MYSELF AND/OR OTHERS**

**SUB-FACTOR 8: IMPACT OF WORK**

**SUB-FACTOR 9: SUPERVISORY RESPONSIBILITY**

**SUB-FACTOR 10: INNOVATION AND CREATIVITY**

**SUB-FACTOR 11: AUTONOMY**

**SUB-FACTOR 12: COMPLEXITY OF WORK**

**SUB-FACTOR 13: CONCENTRATION AND SENSORY ATTENTION**

**SUB-FACTOR 14: PHYSICAL EFFORT**

**SUB-FACTOR 15: EMOTIONAL EFFORT**

**SUB-FACTOR 16: WORKING ENVIRONMENT**

## **Knowledge and skills**

### **SUB -FACTOR 1: EDUCATION**

What is the **minimum** level of Education required to **qualify** for this position?

The answer **should be based** on the **minimum** level that you believe is required, and not necessarily on the level of education that was required when the incumbent was hired; the level may be indicated in the job description.

- 1- High School diploma (DES) or Professional diploma requiring less than or equal to 900 hours of studies (DEP)
- 2- Professional diploma requiring more than 900 hours of studies (DEP)
- 3- College diploma (Technical D.E.C normal duration of 3 years)
- 4- Bachelor's Degree
- 5- Bachelor's Degree with professional accreditation requiring a minimum of 1 year of additional study (ex: C.M.A or engineer)
- 6- Master's Degree
- 7- PhD

#### **Notes to Evaluators:**

Use current standards of the educational system as defined by the *Ministère de l'Éducation, Loisirs et Sports*.

For jobs coming from an apprenticeship program, only the classroom time is measured in this sub-factor. Time spent on the job is measured under the Experience sub-factor.

## **Knowledge and skills**

### **SUB-FACTOR 2: EXPERIENCE**

Considering the level of education specified in the preceding question, what is the minimum amount of relevant experience required to **qualify** for this position?

The experience may be acquired in any related work, whether or not of the same importance, and in any other relevant work or life experience.

1-None

2-Up to 1 year

3-Over 1 year and up to 3 years

4-Over 3 years and up to 5 years

5-Over 5 years and up to 8 years

6-Over 8 years

#### **Notes to Evaluators:**

This sub-factor does not measure the actual experience of the incumbent(s) and bears no relation whatsoever to the hiring practice of the organization.

**Knowledge and skills**

**SUB-FACTOR 3: DEXTERITY**

This sub-factor measures the level of dexterity required by the position. The levels of dexterity are determined by considering the elements of **speed** and/or hand/eye (or hand/foot) **coordination**.

This sub-factor is not measuring work pace but the **speed and coordination** necessary to do a task

1- Examples of **coarse movements** are: using long handled tools such as mops and shovels, lawn mowers, stocking shelves, loading and unloading of trucks, folding laundry, filing documents, sorting and delivering mail, etc.

2- Examples of **fine movements** are: keyboarding skills, floor polishers, arc welding, drafting, repairing fine instruments/equipment, dispensing oral medication and locksmith.

3- Examples of **extra fine movements** are: giving injections, precise measuring in laboratory.

**Level of speed**

Speed consideration is determined by the necessity of performing tasks within a specific period of time.

- 1. **Minor:** Speed is not a significant requirement when undertaking tasks.
- 2. **Moderate:** Speed matters in undertaking tasks but other considerations are at least as important.
- 3. **Major:** The speed with which tasks are undertaken is central to the nature of the work

**Please choose the highest level that applies in the course of a normal workday.**

<b>DEXTERITY MOVEMENT</b>	<b>SPEED CONSIDERATION</b>		
	<b>Minor</b>	<b>Moderate</b>	<b>Major</b>
Coarse	1	2	3
Fine	2	3	4
Extra Fine	3	4	5

## Knowledge and skills

### **SUB-FACTOR 4: UPDATING OF KNOWLEDGE AND/OR SKILLS**

The knowledge and/or skills required for some positions change continually, whereas for other positions they remain relatively stable. This is directly related to how the job evolves (e.g. technological or scientific changes, changes in rules and legislation, etc.).

Changes referred to here are primarily changes that require training courses, onsite or external learning sessions or self-training.

Please circle the statement that best describes the **necessity** to remain up-to-date in the changing requirements of the position.

1. The knowledge and/or skills required for this position are **stable**.
2. The knowledge and/or skills required for this position are **fairly stable, but change over time**. There are a certain number of changes every **two or three years** that require some development to maintain the required knowledge and/or skill level.
3. The knowledge and/or skills required for this position **change often, i.e., every year**, since there are **major** changes in how the work is done. **Some retraining** is necessary to maintain the required knowledge and/or skill level.
4. The knowledge and/or skills required for this position **change frequently, i.e. several times a year**, since there are major changes that require **continual retraining**.

#### **Notes to Evaluators:**

When considering the level required for updating of knowledge or skills for a position, **do not** consider the complexity of the work which is measured by another sub-factor.

**Knowledge and skills**

**SUB-FACTOR 5: KNOWLEDGE OF LANGUAGES**

This sub-factor measures the level of knowledge of English and French that is necessary to effectively perform tasks in a typical day.

**SPOKEN LEVEL OF ENGLISH**

**SPOKEN LEVEL OF FRENCH**

0 **No Knowledge**

1 **Basic Knowledge**

2 **Working Knowledge**

3 **Fluent Knowledge**

1 **Basic Knowledge**

2 **Working Knowledge**

3 **Fluent Knowledge**

**WRITTEN LEVEL OF ENGLISH**

**WRITTEN LEVEL OF FRENCH**

0 **No Knowledge**

1 **Basic Knowledge**

2 **Working Knowledge**

3 **Fluent Knowledge**

1 **Basic Knowledge**

2 **Working Knowledge**

3 **Fluent Knowledge**

	<b>English Spoken</b>	<b>French Spoken</b>	<b>English Written</b>	<b>French Written</b>
<b>Proficiency</b>				
<b>Basic</b>	1	1	2	2
<b>Working</b>	2	2	3	3
<b>Fluent</b>	3	3	4	4

<b>SUM OF VALUES</b>	<b>LEVEL</b>
6 to 7	1
8 to 9	2
10 to 11	3
12 to 13	4
14	5

**Notes to Evaluators:**

Knowledge of English and French must be assessed on the level of mastery of the language required by the position. **Do not consider** the responsibilities associated with communications which are measured by another sub-factor.

Definitions: **SPOKEN**

### **Basic knowledge**

Is the minimum level of knowledge of English or French for positions that require simple and repetitive use of the language in routine work situations. A person speaking at this level can:

- ask and answer simple questions;
- give simple instructions;
- give uncomplicated directions relating to routine work situations.

A person at this level has a very basic level of grammar, pronunciation, vocabulary and fluency, which may interfere with the clarity of the message. Repetition of what others are saying may be required in order to understand what is being said at a normal rate of speech.

### **Working knowledge**

Is the minimum level of knowledge of English or French for positions that require a routine use of the second language.

A person speaking at this level can:

- sustain a conversation on concrete topics;
- report on actions taken;
- give straightforward instructions;
- provide factual descriptions and explanations.

A person with a working knowledge has a level of grammar, pronunciation, vocabulary and fluency that would not seriously interfere with communication. A person at this level would have a limited ability to deal with situations involving hypothetical ideas and should not be expected to cope with situations that are sensitive or that require the understanding or expression of subtle or abstract ideas.

### **Fluent knowledge**

Is the level of oral proficiency in English or French for positions that require handling sensitive situations where the understanding and expression of subtle, abstract, or complicated ideas are required or where unfamiliar work-related topics must be dealt with. A person with fluent knowledge can support opinions, understand and express hypothetical and conditional ideas.

## **KNOWLEDGE AND SKILLS**

Definitions: **WRITTEN**

### **Basic knowledge**

Is the minimum level of ability in written expression in English or French for positions that require writing or reading simple units of information. A person writing or reading at this level can:

- Read and write isolated words, phrases, simple statements or questions on very familiar topics using vocabulary related to time, places or people.

At this level errors in grammar, vocabulary, and spelling are acceptable as long as the message is understandable.

### **Working knowledge**

Is the minimum level of ability in written expression in English or French for positions that require writing short descriptive or factual text. A person writing or reading at this level can:

- Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. A person at this level can communicate basic information, but the text will require some corrections in grammar and vocabulary as well as revision for style.

### **Fluent knowledge**

Is the level of ability in written expression in English or French for positions that require writing explanations or descriptions in a variety of informal and formal work-related situations. A person writing or reading at this level can:

- Write texts where ideas are developed and presented in a coherent manner. A person at this level will use vocabulary, grammar, and spelling that are generally appropriate and require few corrections. A person at this level can also modify or correct texts to improve meaning, tone, clarity and conciseness.

## Responsibilities

### SUB-FACTOR 6 : COMMUNICATION

This sub-factor measures the responsibilities of communications that are required in this position, taking into account the nature and frequency of the communications. The communications can be written, verbal or non-verbal.

It is necessary to first determine the nature of the communications then to identify the frequency, within the framework of the responsibilities and the tasks.

#### **Nature of the communications**

This element measures the responsibilities, i.e. the role given to the incumbent in the transmission of information, the connections with other people (internal and/or external) as well as the role of representation for the University with external people or organizations.

#### **Frequency of the communications**

This element measures the level of importance of communications in this position in relation to the time dedicated to this role.

#### **Nature of Written and/or Oral Communications**

1. Minimal communications.
2. **Transmit and receive** factual information.
3. **Explain** information or interpretations.
4. **Collaborate:** participate in or initiate talks with one or several people in order to reach common goals
5. **Advise or counsel:** have discussions with people to advise or guide, using professional experience or specialized knowledge.
6. **Persuade and influence:** help others take certain measures or decisions, or adopt points of view that have a significant impact on the department/service/university.
7. **Negotiate:** deal with others in order to conclude major agreements or settlements on behalf of the Department/Service/University.

#### **Frequency:**

- A. **Occasionally: Once in a while in the course of most weeks.**
- B. **Usually: Several times per week in the course of most weeks.**

**Note to Evaluators:**

Please choose the level that best represents the nature of the communication that applies in the course of a **normal workday regardless of the contact.**

<b>Frequency</b>	<b>Nature of Communications</b>						
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
A. Occasionally	1	2	3	4	5	6	7
B. Usually	1	3	4	5	6	7	8

## Responsibilities

### **SUB-FACTOR 7: ATTENTION TO THE HEALTH AND SAFETY OF MYSELF AND/OR OTHERS**

All persons have a personal responsibility for the health and safety of themselves and others, including the safety of their colleagues. However, in certain positions, the tools or location may pose a greater hazard than others and thus require a higher level of responsibility.

The responsibilities related to the determination, supervision and / or application of regulations on health and safety at work must be taken into account in this sub-factor.

#### **Notes to Evaluators:**

The term "person" does not refer only to co-workers, but includes everyone in the work environment.

This sub-factor is not to be seen as conflicting with any and all health and safety regulations in the workplace, nor is it an evaluation of such regulations. Unlikely situations **should not** be considered.

#### **Please circle the appropriate level:**

Level	Description
1	<b>Non-dangerous</b> Work requiring that <b>basic</b> safety rules be respected which might have a slight impact on physical and mental well-being. The work requires a <b>minimum level</b> of responsibility. OR Assure the application of <b>basic</b> safety rules that could have a <b>slight impact</b> on physical and mental well-being. The work requires a <b>minimum level</b> of responsibility in a non-hazardous environment.
2	<b>Slightly dangerous</b> Work that requires prudence and the knowledge of rules and procedures determined by health and safety regulations in order to avoid any risk that could have a moderate impact on physical and mental well-being. The work requires a <b>moderate level</b> of responsibility. OR Assure the application of health and safety rules and regulations in order to avoid any risk that could have a <b>moderate impact</b> on physical and mental well-being. The work requires a <b>moderate level</b> of responsibility in a slightly dangerous environment. OR Act as resource person in order to give expertise and advice to employees responsible for the compliance of health and safety regulations and procedures.
3	<b>Dangerous</b>  Work that requires prudence and the application of rules and procedures determined by regulations in order to avoid any risk that could seriously affect physical and mental well-being and that requires a <b>significant level</b> of responsibility. OR Assure the application of health and safety rules and regulations in order to avoid any risk that could have an <b>important impact</b> on physical and mental well-being. The work requires a <b>significant level</b> of responsibility in a dangerous environment. OR

	Determine the rules and procedures regarding health and safety while taking into account the obligations and objectives of the University and assure the supervision for appropriate application.
4	<p><b>Very dangerous</b> Work that requires prudence and the application of health and safety regulations in order to avoid any risk that could have a <b>severe impact</b> on physical and mental well-being. The work requires a <b>major level</b> of responsibility.</p> <p>OR</p> <p>Assure the application of health and safety rules and regulations in order to avoid any risk that could have a <b>severe impact</b> on physical and mental well-being. The work requires a <b>major level</b> of responsibility in a <b>very dangerous</b> environment.</p>

### Responsibilities

#### SUB-FACTOR 8 : IMPACT OF WORK

Choose the statement that best describes **the positive or negative** impact of actions or decisions involved in this position. These actions or decisions can affect personnel and clients, as well as the University's image, goals, costs, budgets and assets (information, equipment, buildings, vehicles, services etc.).

Please choose the level that best describes **the positive or negative** impact of actions or decisions of this position.

1. **Minor effect**
2. **Moderate** but **temporary** effect
3. **Moderate** effect
4. **Major** and **temporary** effect
5. **Major** and **prolonged** effect

#### NOTES TO EVALUATORS

1. Consider accountability in terms such as:
  - Handling money
  - Damage or loss involving equipment, supplies or property
  - Disruption or delay of service
  - Loss of time in detecting and correcting an error
  - Inaccuracy of reports or records
  - Safeguarding of restricted information
  - Morale of others
  - The seriousness of an error
  - Embarrassment to the organization or department

2. **Do not** consider decisions that are unlikely to have an impact.
3. Consider the nature of the more serious probable errors of the job (regardless of the type or cause), at what stage errors would be detected and their effect.

<b>Responsibilities</b>
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<b>SUB-FACTOR 9 : SUPERVISORY RESPONSIBILITY</b>
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This sub-factor measures the level of responsibility for staff associated with the position.

**Coordination** involves the assignment, distribution and verification of work carried out by others.

**Direct supervision** means the overall responsibilities for managing the personnel reporting directly to the incumbent: hiring, performance evaluation, etc.

Includes coordination and direct supervision of **full-time, part-time, and casual employees, volunteers, students, contractors or sub-contractors.**

This position requires:

Level of supervision and coordination:	% of time				
<b>No</b> direct supervision of personnel	1	2	3	4	5
Occasionally requires that the incumbent assists other employees by providing them with information or on-the-job training	1	2	3	4	5
<b>Coordination</b> on a regular basis of the work of other employees and/or sub contractors.	1	2	3	4	5
Direct <b>supervision</b> of employees.	1	2	3	4	5

**Percentage of Time Spent Supervising or Coordinating the Work of Others**

(On an annual basis for Full-time employees and on a normal work period for non-full time employees)

1. None.
2. Less than 10% of the time.
3. 10% to less than 30% of the time.
4. 30% to less than 50% of the time.
5. 50% or more of the time.

LEVEL	Percentage of time (annual basis)				
	NONE	LESS 10%	10 to 29%	30 to 49	50%
<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>3</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>4</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**Effort**

**SUB-FACTOR 10: INNOVATION AND CREATIVITY**

Innovation and creativity refer to the requirement to change the way things are done, to come up with new ideas, or to develop new methods, techniques, tools, products, services, programs or procedures, **in the normal course of work**.

Choose the statement that best describes the **regular requirement** of the position to use innovation and creativity.

1. May suggest ideas for improving the efficiency and quality of work.
2. **Improve or make minor changes to existing** methods, techniques, tools, products, services, programs or procedures.
3. **Restructure or make major changes to existing** methods, techniques, tools, products, services, programs, or procedures.
4. **Develop new** methods, techniques, tools, products, services, programs or procedures.

**Notes to Evaluators:**

Keep in mind that this sub-factor measures the level of innovation and creativity required in a position and not the amount of autonomy the position has in making changes or developing new ideas. Autonomy is measured by another sub-factor.

**Effort**

**SUB-FACTOR 11: AUTONOMY**

Autonomy refers to the degree of leeway given to the incumbent to carry out the tasks of the position.

Choose the statement that best describes the level of autonomy required for the position **on a regular basis**.

This position:

1. Allows **little leeway** because tasks, work methods and schedules are **detailed and well defined**.
2. Requires that the incumbent **organizes** the daily work schedule. Tasks and work methods are **determined and known**.
3. Requires that the incumbent **selects** the appropriate methods, procedures or techniques to achieve expected results and meet deadlines.
4. Requires that the incumbent **adapts** methods, procedures, techniques, work plans and deadlines to carry out action plans and defined projects under the position's responsibility.
5. Usually requires that the incumbent be **involved in developing** action plans and **proposes** how to use existing resources required to implement **directions and general principles**.

6. Usually requires that the incumbent **develops** action plans and **decides** how to use existing resources required to implement **directions and general principles**.

**Note to Evaluators:**

This question does not refer to **physical autonomy** on the position (e.g., being the only employee on duty at a given time or working outside the University premises).

**SUB-FACTOR 12: COMPLEXITY OF WORK**

This sub-factor measures the difficulty and the importance of reasoning required to carry out the tasks of the position. It measures the level of effort required to analyse and process the information and to choose appropriate solutions. Complexity of work also considers the amount and nature of information that needs to be considered to make choices related to this position.

Please circle the statement that best describes the level of complexity of the tasks associated with this position:

1. Involves **simple, routine** tasks generally carried out in accordance with **established procedures**. A minimal amount of information has to be considered.
2. Involves relatively **simple, diverse** tasks generally carried out in accordance with **instructions, guidelines or procedures**. Situations are similar or usual and a limited amount of practical information has to be considered to make the appropriate choices.
3. Involves **moderately complex** tasks. Situations are **sometimes new** and require research and reflection to take into account a **moderate amount** of information with unclear relationships.
4. Involves **complex** tasks. Situations are **fairly often new** and require research and critical analysis, to take into account new elements or an **important amount** of information with unclear relationships, or to deal with **major problems** or make new interpretations.
5. Involves **very complex** tasks. Situations are **often new** and require critical analysis to research and assess a **large amount** of information with complex relationships.

**NOTES TO EVALUATORS:**

The level of complexity of the work is the result of the nature, quality, quantity, uniqueness and variety of information and situations.

**Effort**

**SUB-FACTOR 13: CONCENTRATION AND SENSORY ATTENTION**

This sub-factor measures the degree of concentration and sensory attention required to perform the duties of the position during a normal work day. This includes activities such as listening, interpreting, reading, watching, driving, inputting data, or when a combination of the five senses (sight, taste, smell, touch, and hearing) are used resulting in mental and sensory fatigue.

It considers the **degree of concentration**, the **duration**, the **frequency** and **disturbances and interruptions** which may make concentration more difficult, such as interruptions and requirements for simultaneous processing of information (ex: maintaining concentration despite frequent interruptions or changes in work priorities).

<b>Level of Concentration and Sensory Attention</b>	
<b>GENERAL</b>	➤ Mental or sensory attention level required for the employee to complete <b>general</b> day-to-day activities. (Examples would include tasks such as: typing documents, reading work instructions, completing work-orders, providing standard information, retrieving information, routine verification, hoeing, digging, painting walls, etc.).
<b>ENHANCED</b>	➤ Mental or sensory attention level required for the employee to complete tasks with <b>enhanced</b> attention to details. (Examples would include tasks such as: checking of documents for completeness or correctness, undertaking inspections, writing standard documents, providing detailed information, performing calculations, making electrical connections, driving, pruning with shears, painting window frames, etc.).
<b>FOCUSED</b>	➤ Mental or sensory attention level required when the employee needs to be particularly <b>alert and focused</b> . (Examples would include tasks such as : controlling traffic, being alert to the actions of others to avoid potential safety issues, performing tasks requiring a high level of accuracy, taking minutes at a meeting, scrutinizing or writing important reports, performing complex calculations, conclusions and recommendations in report writing or in the preparation of a presentation, electrical diagnostics, using power tools such as chainsaws, etc.).

**Duration**

1. **Short:** Up to and including one hour.
2. **Intermediate:** Over one hour and up to and including two hours.
3. **Long:** In excess of two hours.

**Frequency**

1. **Occasionally:** Occurs once in a while, but not everyday.
2. **Regularly:** Occurs several times daily, almost everyday.
3. **Almost Continuously:** Most working hours for at least an average of four days per week.

**Interruptions and Disturbances**

- A. "LIMITED" - for example, the employee is able to determine his/her own priorities; OR the employee is unaffected by interruptions; OR the employee is able to concentrate on the task at hand, etc.

**B. "CONSIDERABLE"** - for example, deadlines primarily determined by the requirements of the *workload or the service* over which the employee has **less** control, OR the employee is able to deal with interruptions later; OR the incumbent is required to switch between a *number* of tasks, etc.

**C. "HIGH"** - for example, imposed deadlines over which the employee has **no** control, final mail collection time or preparation of reports for committee cycle; *OR the employee is required to concentrate on repetitive work*; OR interruptions which are unavoidable; OR the employee needs

	Short	Intermediate	Long	Occasionally	Regularly	Almost Continuously	Limited	Considerable	High	TOTAL
General	1	1	1	1	1	1	1	2	3	
Enhanced	2	4	6	2	4	6	1	2	3	
Focused	6	8	10	6	8	10	1	2	3	

to deal immediately with simultaneous or conflicting demands OR the employee is required to switch between a range of activities, etc.

**Notes to Evaluators:**

1. Attentiveness is required for all positions, rate tasks requiring concentration.
2. Concentration includes activities such as listening, interpreting, reading, watching, driving, inputting data, or when a combination of the five senses, sight, taste, smell, touch, and hearing are required in the course of doing the job that result in mental/sensory fatigue.
3. Consider components such as interruptions and requirements for simultaneous processing of information (ex: maintaining concentration despite frequent interruptions or changes in the work priorities).
4. **Reading a text is usually considered a general level** of sensory attention.

**Total = Duration + Frequency for the 2 highest categories + result of Interruptions and Disturbances**

<b>Level of Concentration and Sensory Attention</b>	<b>Duration</b>	<b>Frequency</b>	<b>Interruptions and Disturbances</b>
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**SUM OF VALUES      LEVEL**

<b>0 to 8</b>	<b>1</b>
<b>9 to 16</b>	<b>2</b>
<b>17 to 24</b>	<b>3</b>
<b>25 to 32</b>	<b>4</b>
<b>33 to 35</b>	<b>5</b>

## Effort

### SUB-FACTOR 14: PHYSICAL EFFORT

This sub-factor refers to the nature, frequency, duration and intensity of the dynamic or static physical effort required by the position.

Choose the **one level both** occasional and regularly that applies in the course of a normal workday for this position.

Physical activities	
<b>Light exertion:</b>	<ul style="list-style-type: none"><li>• Sitting <b>with opportunity</b> to change position</li><li>• Driving</li><li>• Walking on <b>even</b> surfaces</li><li>• Lifting weights <b>not exceeding 10 kg.</b></li><li>• Any equivalent effort</li></ul>
<b>Medium exertion:</b>	<ul style="list-style-type: none"><li>• Sitting <b>with little opportunity</b> to change position</li><li>• Standing <b>with opportunity</b> to change position.</li><li>• Climbing stairs.</li><li>• Walking on <b>uneven</b> surfaces.</li><li>• Lifting weights <b>from 10 to 20 kg.</b></li><li>• Constant repetitive motions that <b>do not involve weights.</b></li><li>• Any equivalent effort</li></ul>
<b>Heavy exertion:</b>	<ul style="list-style-type: none"><li>• Standing <b>with little opportunity</b> to change position.</li><li>• Climbing up and down ladders.</li><li>• Working in particularly uncomfortable positions (stooping, kneeling, crouching)</li><li>• Lifting weights <b>more than 20 kg.</b></li><li>• Repetitive motions that <b>involve weights</b></li><li>• Any equivalent effort</li></ul>

#### Duration:

In determining the duration of time consideration is given to the task during the normal workday or shift.

<b>Short</b>	Up to and including one hour.
<b>Intermediate</b>	Over one hour and up to and including three hours.
<b>Long</b>	In excess of three hours.

#### Frequency:

In determining the frequency of the physical effort consideration must be related to the work carried out on a regular basis throughout the year.

<b>1.</b>	<b>Occasionally</b>	Occurs once in a while, but not every day.
<b>2.</b>	<b>Regularly</b>	Occurs several times daily, almost every day.

**Total = Duration + Frequency for the 2 highest categories**

Level	Duration			Frequency	
	1	2	3	1	2
LIGHT	1	1	1	1	1
MEDIUM	2	4	6	2	4
HEAVY	4	8	12	4	8

**SUM OF VALUES      LEVEL**

<b>2 to 8</b>	<b>1</b>
<b>9 to 14</b>	<b>2</b>
<b>15 to 20</b>	<b>3</b>
<b>21 to 26</b>	<b>4</b>
<b>27 to 30</b>	<b>5</b>

## Effort

### SUB-FACTOR 15: EMOTIONAL EFFORT

This sub-factor attempts to measure the actual effort that specifically requires emotional responses and not the consequences of the demanding or conflicting work situations on job incumbents

Emotional effort is directly related to the type of client needs and the circumstances under which the needs arise and assistance is given. Emotional effort can result from dealing directly with people and groups who are confused, angry, distrustful, upset, unreasonable, or demanding; psychologically or emotionally impaired; under the influence of drugs or alcohol; or who are dangerous.

This sub-factor does **not** measure the working environment or relationship between departmental co-workers, and managers, but is focused on the working relationship between incumbents and clients.

#### Frequency

**A. Occasionally:** Occurs once in a while, but not everyday.

**B. Regularly:** Occurs several times daily, almost everyday  
n/a; not applicable

1	My job requires that I discuss factual information and demonstrate professional courtesy. Contacts with clients are incidental and not an integral part of my job.
2	My job requires that I exhibit professional courtesy while interacting with clients in order to maintain the University's image.
3	My job requires that I manage and absorb the emotional reactions of others, or to motivate, coach, or train others internal or external to the organization in non-sensitive situations.
4	My job requires that I exercise considerable tact, patience, and understanding, to reassure or comfort others in sensitive situations. It may involve subduing or restraining others in moderately difficult situations.
5	My job requires that I exercise interpersonal skills while committing to the welfare of clients. It requires providing comfort where people are in considerable emotional or physical distress, in drug-induced, unpredictable, and physically violent or emotional states.

Please choose the highest level that applies in the course of a **normal workday**.

Frequency	Level of Emotional Effort				
	1	2	3	4	5
a. Occasionally	1	2	3	4	5
b. Regularly	1	3	4	5	6

## Working Conditions

### SUB-FACTOR 16: WORKING ENVIRONMENT

Definition:

This sub-factor measures the type and frequency of disagreeable conditions or hazards under which an employee is required to carry out the job duties throughout the year. This sub-factor also measures the unpleasant and uncomfortable psychological conditions related to the position.

#### NOTES TO EVALUATORS

1. Evaluators should consider the many and varied conditions that prevail in the workplace. The types of disagreeable conditions are as follows:

<b>MINOR</b>	
Conditions	<ul style="list-style-type: none"> <li>• 1. Minor conditions of dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, inclement weather, poor ventilation, radiation from equipment.</li> <li>• 2. Interruptions , lack of privacy, limited travel,</li> <li>• 3. Exposure to rudeness or profanity.</li> <li>• 4. Emotional situation requiring listening, help or support.</li> <li>• 5. Temporary workload increase. Simultaneous or tight deadlines.</li> </ul>
Hazards	Minor health and accident hazards involving more serious cuts, bruises, muscle strain or some exposure to disease or contamination and the possibility of loss time.
<b>MAJOR</b>	
Conditions	<ul style="list-style-type: none"> <li>• Extreme conditions of dust, dirt, fumes, heat, cold, noxious odours, noise, vibration, poor lighting, radiation from equipment. inclement weather, poor ventilation,</li> <li>• Confined workspace,</li> <li>• overnight travel ,</li> <li>• Exposure to verbal and physical abuse, behaviourally difficult clients, residents, patients, members of the public, etc.</li> <li>• Situations involving hostility, conflict or violent interactions. Presence of possible threat against the security of the individual or family.</li> </ul>
Hazards	Health and accident hazards of serious nature involving dangerous equipment or procedures or work with hazardous materials. Exposure to infectious disease, serious injuries that require medical attention and involve loss of time.

2. The frequency of exposure to undesirable working conditions must be related to work carried out on a regular basis throughout the year.

Rarely:	Condition/hazard seldom occurs.
Occasionally	Condition/hazard occurs once in a while (on a weekly basis, but not every day).
Regularly	Condition/hazard occurs often (not constantly exposed).
Frequently	Condition/hazard occurs almost every day (constantly exposed, almost all of the time).

3. Do not consider conditions that are recognized and provided for under the terms of the collective agreement. (ex: Shift Premium)

	<i>N/A</i>	<i>rarely</i>	<i>Occasionally</i>	<i>Regularly</i>	<i>Frequently</i>
<b>Minor</b>	0	1	2	3	4
<b>Major</b>	0	3	6	9	12

SUM OF VALUES	LEVEL
<b>0 to 3</b>	<b>1</b>
<b>4 to 6</b>	<b>2</b>
<b>7 to 9</b>	<b>3</b>
<b>10 +</b>	<b>4</b>



**Appendix VI: SIGNATURES**

**SIGNATURES**

For the Corporation:



Nancy Laplame, Human Resources



Scott Stoddard, CIO



Kylie Côté, VP Finance & Administration

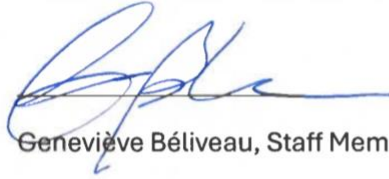


Nick Andrews, AVP Human Resources  
Chief Negotiator



Dr. Sébastien Lebel-Grenier, Principal

For the Association:



Geneviève Béliveau, Staff Member



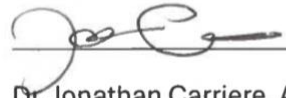
Michael Doherty, Staff Member



Stephanie Forgues, Staff Member



Shahn Nadeau, Staff Member  
Chief Negotiator



Dr. Jonathan Carriere, APBU President

Date: 03/23/2026