

Faculty Bargaining Services (“FBS”) SERVICE AGREEMENT

Date revised: March 2025

This agreement outlines the terms and conditions applicable to FBS services.

Background

Faculty Bargaining Services (FBS) was formed in 2004 as a service within the Canadian Association of University Business Officers (CAUBO) to support Canadian universities in academic labour relations. The objective was to encourage members of its community, large or small, unionized or not, to share information and collectively enhance their knowledge and expertise related to employment and working conditions of faculty, librarians, faculty paid by the course, teaching and research assistants, post-doctoral fellows, research professionals, etc.

Eligibility for FBS Services

Participating Institutions are those CAUBO members¹ that are both eligible to receive FBS Services and also pay the FBS Annual Service Fee.

I. FBS Services and Responsibilities

FBS provides four complementary services (Support from Field Representatives, Professional Development, Data Insights and Resources, and Custom Research and Sector Insights). FBS Services continue to evolve based on the needs of participating institutions. Participating institutions are informed of major changes to FBS Services via the FBS website, bi-annual newsletters, and emails. FBS makes every reasonable effort to deliver FBS Services by the dates established by it and/or requested by participating institutions, however, service delivery is subject to the availability of resources.

Service 1 – Support from Field Representatives

Each participating institution is assigned a designated Field Representative – an experienced professional who serves as the primary point of contact for support in academic labour relations. Field Representatives play a key role in advancing FBS’ mission by providing:

- Bargaining and Contract Administration Support – Responding to member inquiries on academic bargaining and contract administration.
- Research and Reporting – Developing reports, conducting research, and creating training materials to support members at participating institutions.

¹ Eligibility for FBS Services falls into two categories: first, universities and colleges that have “regular membership” in CAUBO are eligible. These are “institutional members” of Universities Canada (UC). Second, institutions that have “affiliate membership” with CAUBO may be approved for FBS Services if they share in the community of interest consistent with FBS’ mission and demonstrate institutional objectives consistent with institutions that have CAUBO “regular membership”. Institutions in this second category must submit a letter of application signed by the President and/or designate to the FBS Director for approval to participate in FBS.

- Strategic Analysis – Analyzing the implications of environmental and policy changes on academic labour relations and offering actionable recommendations.

Service 2 – Professional Development

FBS offers exclusive access to professional development activities that address the most pressing issues in academic labour relations and help members build essential skills:

- Summit and Annual Conference – Events featuring subject matter experts and peer networking opportunities.
- Webinars – Covering a wide range of topics based on member feedback.
- Interactive workshops – Available for in-house training on specific skills and strategic approaches to collective bargaining.

Service 3 – Data Insights and Resources

The FBS website provides comprehensive tools and resources to support members:

- Resource Centre – Access to collective agreements, legal rulings, benefit plans and other key documents from participating institutions.
- Interactive Dashboards – Comparative analysis of faculty salary statistics, across-the-board increases, salary floors and ceilings, and more.

Service 4 – Custom Research and Insights

FBS analysts are available to provide research and data analysis to support members. Additionally, the bi-annual FBS newsletter keeps members informed on the latest developments in academic labour relations and collective bargaining. It provides analysis of sector-wide trends and updates on FBS activities.

II. Participating Institutions’ Responsibilities

In consideration for use and access to FBS Services, the participating institution agrees as follows:

1. That all FBS Services are consultative and advisory, and are provided by FBS “as is”, that is, with all faults, and without any representation, warranty, guarantee, or condition, express or implied or statutory, including without limitation any warranty or condition of merchantability, merchantable quality, durability, title, fitness for purpose, or non-infringement of third party rights, all of which are hereby disclaimed by FBS and waived by the Participating Institution. FBS does not guarantee any results from use of the FBS Services. Further, FBS does not warrant that the FBS Services, or any information, materials or reports obtained through the FBS Services, will either meet the participating institution’s specific requirements or be free from errors or both.
2. To cover its own costs and charges, including telecommunication charges, if any, to access the online resources.
3. To notify FBS of the Participating Institution’s authorized users of FBS’s online resources and any changes to its authorized users, and to notify FBS of any breach of security including unauthorized use of the user’s’

password provided to him/her by FBS. All authorized users of the online resources must be approved and registered by FBS.

4. To abide by any additional terms and conditions related to use of the online resources that are posted on the FBS website.
5. To cover travel and other expenses related to participating in training and/or professional development activities.
6. To make reasonable efforts to provide FBS with, and to update from time to time as necessary, accurate institutional academic bargaining, labour relations and grievance information for inclusion in the FBS online repository. The Participating Institution acknowledges that FBS may also obtain this information from the Participating Institution's websites and may use, classify, organize, adapt, store, interpret, and disclose this information and create reports from it in order to provide FBS Services to the Participating Institution itself and to all other Participating Institutions. The information referred to in this paragraph may continue to be used after the Participating Institution's participation in FBS Services terminates for any reason.
7. To use information, materials or reports obtained through the FBS Services for the Participating Institution's administrative, management, governance, labour and employment, and collective bargaining purposes ("Permitted Purposes"). The Participating Institution may make reasonable copies, modifications, disclosures, and excerpts from the information, materials or reports solely for the Permitted Purposes. In respect of certain documents, when the document is supplied by FBS in confidence and for the purposes concerning collective agreement negotiation, FBS reserves the right not to permit the Participating Institution to cite or distribute the document or to provide the source of the document to third parties. Any such restriction will be noted on the document. If a request is received for the restricted document under any access to information laws, the Participating Institution shall both promptly notify FBS of the request and oppose the request and disclosure asserting the available grounds and undertaking the available procedures against disclosure under access to information laws.
8. To accept and abide by CAUBO's privacy policy. It is available on request or posted on the CAUBO website.

III. FBS Annual Service Fee

- a. The FBS annual service fee ("FBS Annual Service Fee") is approved by the CAUBO Board annually (fiscal year ending March 31) based on the Participating Institution's revenue from government grants and student tuition fees. The FBS Annual Service Fee is invoiced after the start of the current fiscal year and is prorated to the nearest quarter for any partial years. Invoices are payable by the Participating Institution to FBS within 30 days of the invoice date. Any Participating Institution that does not pay the FBS Annual Service Fee by the end of the current fiscal year (March 31) will be required to pay both the overdue FBS Annual Service Fee and the applicable FBS Annual Service Fee for the new fiscal year (commencing April 1) by June 1 of the new fiscal year; failing appropriate payment, access to FBS Services by the overdue Participating Institution will be terminated.

- b. Payment of fees or use any of FBS Services constitutes acceptance by the Participating Institution of the terms and conditions as outlined in this Service Agreement without any reservations, modifications, additions or deletions.

IV. Termination

- a. The Participating Institution may voluntarily terminate its use of FBS Services at any time on written notice to FBS. However, any fees paid will not be refunded to the terminating Participating Institution.
- b. FBS may terminate provision of FBS Services upon written notice if: (i) the Participating Institution is no longer eligible to receive FBS Services; (ii) FBS ceases to operate for any reason; (iii) the Participating Institution fails to pay the FBS Annual Service Fee (see above); or (iv) there is material failure to comply with the Participating Institution's responsibilities (see above), which is not remedied within 30 days after written notice given by FBS.

V. Reinstatement

A Participating Institution whose FBS Services terminate or lapse for any reason will normally be ineligible to apply for renewed FBS Services for a period of three years. At the end of this period, the former Participating Institution may reapply for FBS Services. Approval may be granted at FBS' discretion and conditioned on (i) payment of the current year's FBS Annual Service Fee together with a reinstatement fee equal to 75% of the current year's FBS Annual Service Fee; and (ii) the Participating Institution's commitment to continue the resumed FBS Services and pay the FBS Annual Service Fee for a minimum of three years, and (iii) its agreement to provide collective agreements, legal decisions and any other relevant documentation it would have provided to FBS had it continued to participate in FBS.. These terms may be modified or waived in exceptional circumstances at the discretion of the FBS Management Committee.

VI. Miscellaneous

1. Limitations of Liability agreed and accepted by Participating Institutions:

- a. In no event shall the aggregate liability of FBS, CAUBO, their management committee or board members, committee members, employees, directors, officers, contractors or agents arising out of or relating to this Service Agreement exceed \$10.00.
- b. FBS, CAUBO, their management committee or board members, committee members, employees, directors, officers, contractors or agents, will not be liable for any special, incidental, consequential or indirect damages, or for lost revenues or lost savings, whether or not they have advised of the possibility of such damages.
- c. The restrictions on liability contained in the immediately preceding subparagraphs a. and b. will apply regardless of the basis of the legal action, whether based in contract, tort (including negligence), strict liability, or any other legal theory or basis of legal liability, including under any statute or regulation. In addition to FBS and CAUBO, every management committee or board member, committee member,

employee, director, officer, contractor or agent of FBS or CAUBO will be entitled to the benefit of and to enforce the restrictions on liability contained in the immediately preceding subparagraphs a. and b.

2. Governing Law

This Service Agreement is governed by the laws of Ontario and the laws of Canada applicable in Ontario, without regard to any conflicts of law rule that would apply a different body of law.

3. Entire Agreement

This Service Agreement is the entire agreement and supersedes all previous agreements with respect to the subject matter of this Service Agreement effective from the date of revision noted above. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Service Agreement, oral or in writing, other than as expressed in writing in this Service Agreement.