

**THIRTEENTH  
COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF GOVERNORS OF  
ACADIA UNIVERSITY**

**AND**

**THE ACADIA UNIVERSITY  
FACULTY ASSOCIATION**

**01 JULY 2010 – 30 JUNE 2014**

## TABLE OF CONTENTS

|               |  |     |
|---------------|--|-----|
| Article 0.00  | Preamble .....   | 4   |
| Article 1.00  | Definitions .....  | 5   |
| Article 2.00  | Recognition .....  | 8   |
| Article 3.00  | No Discrimination and Employment Equity .....                            | 9   |
| Article 4.00  | Membership and Dues .....  | 11  |
| Article 5.00  | Academic Freedom .....   | 12  |
| Article 6.00  | No Strikes or Lock-outs .....  | 13  |
| Article 7.00  | Information on Board Decisions .....                                     | 14  |
| Article 8.00  | Provision of Facilities .....  | 15  |
| Article 9.00  | Personal Files .....   | 16  |
| Article 10.00 | Professorial Appointments .....  | 18  |
| Article 11.00 | Part-time Employees .....  | 28  |
| Article 12.00 | Renewal, Tenure and Promotion .....                                      | 32  |
|               | Appendix I .....   | 46  |
|               | Appendix II .....  | 48  |
|               | Appendix III .....   | 49  |
| Article 13.00 | Resignations and Termination of Appointment .....                        | 53  |
| Article 14.00 | Reprimand, Discipline, Suspension and Dismissal .....                    | 54  |
| Article 15.00 | Policies and Practices in Departments and Schools .....                  | 57  |
|               | Appendix I .....   | 62  |
|               | Appendix II .....  | 64  |
| Article 16.00 | Appointment and Review of Heads .....                                    | 65  |
| Article 17.00 | Academic Responsibilities and Working Conditions .....                   | 69  |
| Article 18.00 | Grievance .....  | 82  |
|               | Appendix I .....   | 84  |
| Article 19.00 | Arbitration .....  | 85  |
| Article 20.00 | Tenure-Stream Position Complement .....                                  | 87  |
| Article 21.00 | Remuneration of Employees .....  | 88  |
| Article 22.00 | Anonymous Material .....   | 90  |
| Article 23.00 | Pensions .....   | 91  |
| Article 24.00 | Leaves, Absences, Vacations and Exchanges .....                          | 92  |
|               | Appendix I .....   | 104 |
| Article 25.00 | Professional and Personal Development Allowances .....                   | 106 |
| Article 26.00 | Group Insurance, Health and Dental Benefits .....                        | 110 |
| Article 27.00 | Copies of this Agreement .....   | 112 |
| Article 28.00 | Financial Information .....  | 113 |
| Article 29.00 | Amendments to the Acadia University Act .....                            | 115 |
| Article 30.00 | Joint Committee for the Administration of this Agreement .....           | 116 |
| Article 31.00 | Amalgamation, Consolidation, Merger or Expansion of the University ..... | 117 |
| Article 32.00 | Validity .....   | 118 |
| Article 33.00 | Intellectual Property .....  | 119 |
| Article 34.00 | Transition to the Agreement .....  | 126 |
| Article 35.00 | Continuing Existing Practices .....                                      | 127 |
| Article 36.00 | Employee Representatives on the Board of Governors .....                 | 128 |
| Article 37.00 | Appointment and Review of Directors .....                                | 129 |
| Article 38.00 | Retirement Incentives .....  | 133 |
| Article 39.00 | Pay Equity .....   | 137 |
| Article 40.00 | Academic Administrators .....  | 139 |
| Article 41.00 | Commencement and Duration of Agreement .....                             | 141 |

|               |  |     |
|---------------|--|-----|
| Article 42.00 | Assistant Deans .....  | 142 |
| Article 43.00 | Instructors.....   | 143 |
| Article 44.00 | Open Acadia .....  | 149 |
|               | Appendix I .....   | 150 |
| Article 45.00 | Professional Librarians.....   | 153 |
| Article 50.00 | Librarian Appointments .....   | 154 |
| Article 51.00 | Continuing Appointment and Promotion of Librarians.....                                    | 162 |
|               | Appendix I .....   | 169 |
|               | Appendix II.....   | 171 |
|               | Appendix III .....   | 172 |
| Article 55.00 | Policies and Practices in the Library.....   | 175 |
|               | Appendix I .....   | 179 |
| Article 56.00 | Collegial Governance .....   | 181 |
| Article 57.00 | Acadia University Child Care .....   | 182 |
| Article 60.00 | General .....  | 183 |
| Appendix C    | Grid Principles .....  | 184 |
|               | 01 July 2010 – 30 June 2011 Grid .....   | 185 |
|               | 01 July 2011 – 30 June 2012 Grid .....   | 186 |
|               | 01 July 2012 – 30 June 2013 Grid .....   | 187 |
| Appendix H    | Full Time Employee Per Course Stipend Table .....  | 188 |
| Appendix I    | Part-Time Employee Stipend Table.....  | 189 |
| MOA           | Regarding the Interim Award of the Arbitration Board concerning Post-65 Benefits.....      | 190 |
| MOA           | Regarding the Association Assuming Responsibility for Group Benefits for Its Members ..... | 191 |
| MOA           | Regarding Temporary Vacancies in the Bargaining Unit.....                                  | 192 |

**Article 0.00 Preamble**

0.01 The purposes of this Agreement are:

- (a) to promote and maintain harmonious and well-defined relationships within the University by adhering to principles that are consistent with its overall objectives;
- (b) to ensure equity in the treatment of Employees through fair procedures which are published for all Employees; and
- (c) to provide means acceptable to both Parties for settling differences which may arise between them from time to time.

0.02 The Parties to this Agreement acknowledge that the University serves both its own members and society by advancing learning and disseminating knowledge through teaching, research, scholarship, and other creative activities. The Parties agree:

- (a) to work in cooperation towards developing the quality and effectiveness of the education provided by the University;
- (b) to encourage a climate of freedom, responsibility, justice and mutual respect in the pursuit of the above mentioned purposes; and
- (c) to jointly pursue the above objectives with care and diligence.

0.03 The preamble may be used as a guide to interpretation of the Agreement but, of itself, has no independent validity as a source of rights or obligations; as such it cannot in itself be the subject of any grievance.

**Article 1.00 Definitions**

In this Agreement,

- 1.01 Academic Unit means one of the listed Departments or Schools of Acadia University.
- 1.02 Academic Vice-President means the Vice-President (Academic) of Acadia.
- 1.03 Academic Year means the period from 1 July to the following 30 June, both dates inclusive.
- 1.04 Acadia means that entity which includes, but is not limited to the Board, Faculty members, Senate, students, Alumni, and all those employed by Acadia.
- 1.05 Anonymous material referred to in this Agreement does not include formal course evaluations by students.
- 1.06 Association means the Acadia University Faculty Association, Wolfville, Nova Scotia, a Trade Union certified as Bargaining Agent for certain Employees of Acadia by the Labour Relations Board of Nova Scotia by Order Numbers 2285, 2420, 3338, 3675, 4914 and 5093.
- 1.07 Board means the Governors of Acadia University, a body corporate, created by the Laws of Nova Scotia.
- 1.08.01 Tenure Stream Position Complement: the sum of filled full- and half-time tenure and tenure-track Professor positions held by Employees, excluding Canada Research Chairs and CLTs. Half-time positions shall be counted as half a position. In accordance with Articles 1.15, 36 and 40, Board of Governors representatives and academic administrators are not included in Tenure Stream Position Complement.
- 1.09 Constitution of Faculty means the Constitution of the Faculty of Acadia University.
- 1.09.01 Conflict of interest shall refer to any instance where an Employee has existing or reasonably foreseeable professional, financial or other interests that impair or appear to impair his or her independent, unbiased judgment in the discharge of his or her responsibilities to the University; or where an Employee is aware that a member of his or her family has professional, financial or other interests that would impair or appear to impair his or her independent, unbiased judgment in the discharge of his or her responsibilities to the University. For the purposes of this provision, a 'family member' is defined as spouse, parent, sibling, or child of the Employee; or the parent, sibling, or child of the spouse of the Employee; or the spouse of a child of the Employee or the Employee's spouse. Also for the purposes of this provision, a 'spouse' includes persons married to each other; or persons who have gone through a form of marriage and have lived together as spouses within the preceding twelve (12) months; or persons who are living together as spouses.
- 1.10 Dean means the Dean of a Faculty, or where the context so requires, the University Librarian.
- 1.11 Instructors are those appointed under Article 43 whose duties and responsibilities are outlined in Articles 17.06-17.07.
- 1.12 Department means one of the academic units or the Research Services Sector into which Employees are classified for the execution of the educational activities of the University and includes, where the context so requires, a School of the University.

- 1.13 Director means the Director of a School within the Faculties of the University. In the implementation of the relevant Articles of this Agreement, in the case of Schools substitute “Director” for “Head”.
- 1.14 Elections Officer means the elections officer specified in the Constitution of the Faculty.
- 1.15 Employee when printed with an upper case letter shall mean a person included in the Bargaining Unit defined by the Nova Scotia Labour Relations Board Order Numbers 2285, 2420, 3338, 3675, 4914, 5093 and those persons referred to as half-time Employees in Article 10 or Article 50 and those persons referred to as lecteurs/lectrices in Article 1.152 and those persons referred to as PAD lecturers in Article 1.153. A full-time Employee is an Employee appointed to a tenure, tenure-track, CLT, probationary, or continuing appointment on a full-time basis. Employees with a fractional full-time appointment are full-time Employees for the fractional period.
- 1.151 Part-time Employees are Employees appointed and governed by the terms of Article 11 and shall mean a member of the bargaining unit with full responsibility to teach credit courses pursuant to Certification Order 4914 and who are Part-time Employees paid by the University. The term ‘part-time Employee’ does not include any full-time Employee.
- 1.152 Lecteurs/lectrices are full-time Employees appointed by and governed by the terms of exchange agreements between the universities of Poitiers and Rouen, in France and between the Canadian and French Ministries of Education.
- 1.153 Pädagogischen Austauschdienstes lecturers (PAD lecturers) are full-time Employees appointed and governed by the terms of exchange agreements between the Canadian and German Ministries of Education.
- 1.154 Employer shall mean the Board.
- 1.155 Faculties refers to the Faculty of Arts, Faculty of Professional Studies, Faculty of Pure and Applied Science.
- 1.16 Faculty Member means a member of the Faculty of Acadia University as specified in the Constitution of Faculty.
- 1.17 A professorial position is one of the numbered professor complement positions at Acadia University; replacement positions do not add to professorial complement.
- 1.20 Head means the Head of a Department in the Faculty of Arts, Faculty of Professional Studies, Faculty of Pure and Applied Science, or the Research Services Head in the Library. In the implementation of the relevant Articles of this Agreement, in the case of Schools substitute “Director” for “Head”.
- 1.21 Librarians are those appointed in accordance with Article 50 whose duties are specified in Articles 17.01, 17.02 B or 17.02 C as appropriate, 17.03 B, 17.04, 17.05. For the purposes of this Agreement, Archivists shall be considered Librarians and shall be members of the Research Services Sector.
- 1.22 Parties means the Board and the Association.
- 1.23 President means the President of Acadia.

- 1.24 Professors are those appointed under Article 10 holding the rank of Lecturer, Assistant Professor, Associate Professor and Full Professor whose duties are specified in Articles 17.01, 17.02 A, 17.03 A, 17.04, 17.05.
- 1.25 Sector means the Research Services Sector in the Library into which Employees are classified for the execution of the activities of the Library.
- 1.26 Senate means the Senate of Acadia as specified by the laws of Nova Scotia.
- 1.27 University Librarian means the person appointed by the Board of Governors as the chief administrative officer for the University Library.
- 1.28 University means Acadia.
- 1.29 “University degree credit course” is a course leading to an academic degree, or diploma, or certificate conferred by Senate. For greater certainty, this does not mean or include non-credit courses.
- 1.30 Working day means a day between Monday and Friday inclusive, not including statutory holidays or any other day proclaimed as a holiday by the University. Where a deadline falls on a weekend, statutory holiday or any other day proclaimed as a holiday by the University, the Parties agree that the deadline shall be postponed until the next working day. Where the Parties agree, a deadline may be extended.

**Article 2.00 Recognition**

2.10 The Board recognizes the Association as the sole and exclusive bargaining agent for the Employees.

2.20 Subject to the provisions of this Agreement, the Association acknowledges that it is:

- (a) a function of the Board to hire and promote Employees; and
- (b) the right of the Board to discipline, suspend or discharge Employees for just cause.

2.30 The Association recognizes that the Board has retained, shall possess and may exercise all rights, functions, powers, privileges and authority vested in it by the laws of Nova Scotia, excepting only those matters specifically relinquished or varied by this Agreement.

**Article 3.00 No Discrimination and Employment Equity**

- 3.10 The Parties agree that there shall be no discrimination (except as may be necessary for correction of inequities by the implementation of employment equity programs as may be agreed between the Parties and provided for in the Collective Agreement), restriction, harassment (as defined in the current University's Policy Against Harassment and Discrimination), or coercion of any person in the employ of the Board in respect of salary, employment benefits provided by this Agreement, pension, appointment, reappointment, rank, promotion, tenure, dismissal, sabbatical or other leave, because of age, race, creed, national or ethnic origin, political or religious affiliation or belief, gender, sexual orientation, marital status, family status, physical handicap, kinship to any person in the employ of the Board, place of residence or by reason of membership or activity or non-membership or non-activity in the Association or in any other lawful organization.
- 3.20 The Parties agree to the principle of employment equity for Aboriginal peoples, African Nova Scotians, persons with disabilities, visible minorities, women, persons of any sexual orientation or gender identity, and such other groups as may be designated by legislation. This principle ensures opportunities in hiring, renewal, tenure, promotion, and appointment to Head and Director positions, for members of the above groups, and ensures that no systemic barriers exist to the full participation of these groups in the workplace of Acadia University.
- 3.30 Consistent with the principle of employment equity, the Parties agree that:
- (a) the primary criterion for appointment to positions to the University is academic and professional excellence; and
  - (b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 3.40 Consistent with the principle of employment equity, the Parties shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention, and promotion of members of designated groups.
- 3.50 Consistent with the principle of employment equity, the Parties agree that in the assessment and evaluation of candidates for appointment, renewal, tenure and promotion, and appointment to Head and Director positions, the criteria adopted shall not systemically discriminate against members of designated groups and shall be reviewed periodically.
- 3.60 Employment Equity Committee
- The Parties agree to establish an Employment Equity Committee (EEC) to identify discriminatory barriers to employment equity, which shall be constituted of two (2) representatives of the Employer and two (2) representatives of the Association. A representative of the Employer and a representative of the Association shall jointly chair the Committee.
- 3.61 The EEC shall
- (a) develop a confidential Employment Equity Self-Identification Form which encourages potential candidates for positions at Acadia University to indicate whether they belong to one of the five (5) designated groups identified by the Employment Equity Act and Provincial Human Rights Legislation (Aboriginal peoples, African Nova Scotians, persons

with disabilities, visible minorities, and women) as well as persons of any sexual orientation or gender identity, and such other groups as may be designated by legislation. Applicants for positions at Acadia University shall be encouraged to complete and submit this form as part of the hiring process. This form shall be developed not later than 1 September 2010;

- (b) develop and conduct a workforce survey by 30 June 2011 to be used in the employment systems review. Subsequent workforce surveys shall be conducted every three years;
- (c) undertake an employment systems review of current policies and practices to determine whether they pose barriers to employment equity. The EEC shall determine its own employment systems review methods. The EEC shall complete its employment systems review by 30 June 2012;
- (d) develop an Employment Equity Plan by 1 January 2013 that aims to reduce the barriers that restrict the hiring and promotion of designated groups, taking into account the results of the workforce survey and the employment systems review.

### 3.62 Employment Equity Plan

In establishing the Employment Equity Plan, the EEC shall:

- (a) establish employment equity goals for hiring, training and promotion;
- (b) establish a work plan to achieve employment equity goals;
- (c) adopt special measures to ensure achievement of goals;
- (d) develop, implement and monitor procedures to review progress and results;
- (e) develop and deliver employment equity workshops, including those referred to in Articles 10.53, 12.01 (b) and 50.53.

3.63 The Employment Equity Plan shall be implemented forthwith by the Employer to the extent that doing so does not interfere with the Collective Agreement or other legal rights.

3.64 Should the Employment Equity Plan require changes to the Collective Agreement, the Parties shall meet within twenty (20) days to discuss the possibility of such changes. Any such changes to the Collective Agreement shall require the approval of both Parties, and shall be subject to such ratification procedures as required.

**Article 4.00      Membership and Dues**

4.10              Membership

Employees are not required to join the Association as a condition of employment. However, whether or not Employees are members of the Association they shall, as a condition of employment, pay the equivalent of union dues to the Association.

4.20              Dues Check-off

The Board shall deduct dues as assessed by the Association from the earnings of all Employees on a continuing basis.

4.30              Remittance of Dues

The Board shall, once in every month during the life of this Agreement, remit the dues deducted in Accordance with Article 4.20 to the Association no later than the 15<sup>th</sup> day of the following month.

4.31              The Board shall provide the Association union officer and treasurer monthly with an accurate electronic list of the names and earnings of those Employees from whose earnings deductions have been made and the amount so deducted.

4.32              At the commencement of this Agreement, the Association shall advise the Board in writing of the amount of its regular membership dues. Thereafter, the Association shall advise the Board in writing of any changes in the amount of the regular membership dues and the Board shall take no more than one month to put these changes into effect provided however that such changes shall not be made more frequently than once each year.

4.33              The Association agrees and shall indemnify and save harmless the Board from any liability or action of any kind that may arise out of deductions made from the pay of any Employee pursuant to Article 4.20, 4.30, 4.31, 4.32.

4.40              In the Event of a Strike or Lock Out

Articles 4.20, 4.30-4.32, are immediately suspended in the event of a strike by, or lock-out of, Employees. The suspension shall last for the duration of any strike or lock-out and the Board shall have one month from the end of the strike or lock-out to reinstate these Articles.

**Article 5.00 Academic Freedom**

- 5.10 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research.
- 5.20 Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes intellectual discourse, critique, and commitment possible.
- 5.30 Employees are entitled, regardless of prescribed doctrine, to:
- (a) freedom in carrying out research, and in publishing the results thereof;
  - (b) freedom of teaching and of discussion;
  - (c) freedom in producing and performing creative works;
  - (d) freedom to critically evaluate societal institutions;
  - (e) freedom to engage in service to the institution and the community;
  - (f) freedom to acquire, preserve, and provide access to documentary material in all formats;
  - (g) freedom to participate in professional and representative academic bodies;
  - (h) freedom from institutional censorship.
- 5.40 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising such freedom, Employees have a responsibility to respect the academic freedom and rights of other members of the University community.
- 5.50 The Parties agree that they shall not infringe or abridge in any way the academic freedom of Employees.
- 5.60 The Parties shall scrupulously adhere to and protect these principles against threats from inside and outside the University.

**Article 6.00      No Strikes or Lock-outs**

6.10            There shall be no strikes or lock-outs for the duration of this Agreement, except if the Parties have bargained collectively, pursuant to the Trade Union Act of Nova Scotia, and have failed to conclude revisions to the Collective Agreement.

6.20            In the event of a lockout, or legal strike, Employees who require access to University facilities in order to prevent irreparable damage (such as danger to human, plant or animal life or decomposable material or to the personal property of the Employees) shall be granted timely, supervised access, if their request is approved by the Vice-President (Academic) or his/her designate.

6.30            In the event of a lockout or legal strike, Employees receiving pay and benefits for leave approved under Article 24 shall have the option to continue to receive such pay and benefits. Employees choosing to continue such pay and benefits shall agree not to engage in any strike-related activities.

6.40            In the event of a lockout or legal strike, the Association shall have the right to pay both Employee and Employer portions of health insurance premiums on behalf of all Employees not on leave.

**Article 7.00 Information on Board Decisions**

7.10 Decisions of the Board on appointment, renewal of appointment, promotion, tenure, continuing appointments, and leave shall be communicated in writing to the President of the Association at the same time as the candidate is informed.

7.30 The Board shall provide to the President of the Association in electronic form the agenda and approved minutes of all meetings of the Board and its Executive Committee. In addition, the agenda, minutes and attachments shall be placed in the University Archives within one month of approval of the minutes.

**Article 8.00 Provision of Facilities**

8.10 The Board shall provide the Association with two adjacent serviced wheelchair accessible offices, free of charge, and the use of the internal University postal service.

8.20 The Board shall provide suitable meeting rooms for on-site meetings, as required, free of charge.

8.30 In return for payment at stipulated rates, where appropriate, the Board shall make available to the Association the University duplicating services, computing facilities, audio-visual equipment, mailing labels of members of the Association, and the like.

8.40 The Board shall arrange a courtesy account for the use of the Association. Charges incurred by the Association shall be debited to this account and the Association agrees to abide by the accounting procedures laid down by the Board.

8.50 Employees of the Association shall be treated as if they were in the employ of the Board so far as access to the University facilities, parking, and the like are concerned. Payment of salaries to persons employed by the Association (not to exceed three), including deduction of income tax, Canada Pension Plan and Employment Insurance payments shall be effected through Human Resources.

8.60 The provisions of Articles 8.10 through 8.50 shall be null and void during a strike or lock-out.

**Article 9.00      Personal Files**

9.10              Location of Personal File

Data pertaining to the employment of Employees shall be placed in personal files, herein called "the Files". Material held confidential shall be held in the President's office and nowhere else; this file shall herein be referred to as "the President's File". Other material may also be held in the office of the Vice-President (Academic) and the appropriate Dean, University Librarian or Head and the Department of Human Resources. The Board shall hold no material confidential to the Employee except that specifically mentioned in this article. The Employee shall have access to any Equity Officer file on the Employee.

9.11              Any information held in personal files in electronic format shall be governed by the Articles herein.

9.20              Content of The Files

The Files may include the following types of information:

- (a) pre-employment material such as college transcripts, letters of application, curriculum vitae, and letters of reference;
- (b) all recommendations of the University Review Committee or its predecessors concerning renewal, promotion, tenure or continuing appointment;
- (c) health records;
- (d) copies of correspondence with the Employee or made with the knowledge of the Employee, including copies of materials related to discipline;
- (e) copies of material reflecting professional development and achievements;
- (f) copies of material reflecting the salary history of the Employee;
- (g) information arising from annual Career Development Meetings.

9.21              Letters of reference and assessments solicited by Employees or by their Dean, University Librarian, the Vice-President (Academic), or the President, with the consent of the Employee, shall upon request of the author be held confidential and be held only in the President's File.

Letters of reference and assessments shall not be sought without the consent of the Employee. Unsolicited letters of reference or assessments shall not be held confidential to the Employee. The Employee shall be notified when any material is added to the President's File.

9.22              The Files must not contain any anonymous material as defined by Article 1.05.

9.23              The Files shall contain an inventory of all the material contained within them. Any confidential material held in the President's File shall be listed by author, substantive summary and date. The Employee has the right of examination of this inventory. The President's File shall not include any confidential assessments by Deans, University Librarian and Department Heads.

9.30              Access to The President's File

Employees shall have the right to access the entire contents of the President's File, with the exception of confidential information, during regular office hours upon written request to the President.

9.31              With one working day's notice to the appropriate office, Employees shall have the right to access any file on that Employee, including but not limited to the files of the Vice-President (Academic), Dean, the University Librarian, the Head or Director, and the Department of Human Resources.

- 9.32 Employees or their duly authorized representative shall examine the President's File only in the presence of the President or a person appointed by the President for this purpose, and shall not be allowed to remove the File or any part thereof from the office of the President. The foregoing procedure applies, mutatis mutandis, to examination of Files kept in the offices of the Vice-President (Academic), Employees' Dean, University Librarian or Head or elsewhere.
- 9.40 Maintenance and Use of the Files
- Employees shall have the right to have included in their Files written comments on the accuracy or the meaning of any of the contents of the Files and to add any relevant third-party document to the Files.
- 9.41 Employees, at their own expense and upon written request to the President, Vice-President (Academic), or their Dean, University Librarian or Head as appropriate, may obtain copies of the documents within their Files to which they have the right of examination with the exception of confidential information.
- 9.42 No information contained in the Files shall be made available to third parties except with the express, prior, written consent of the Employee concerned.
- 9.43 Article 9.42 notwithstanding, the Association's Legal Counsel, the Board's Legal Counsel, and Arbitrator or Arbitration Board shall have access to any information in the Files, including confidential material, which they decide is relevant to the issue under consideration.

## Article 10.00 **Professorial Appointments**

10.01 Except as may be necessary for the correction of inequities as agreed between the Parties, the standards of Article 3.00 shall be applied in making new appointments.

10.02 Each Faculty has a defined complement of professor positions which is a combination of tenure-stream and CLT positions. Each position is identified by an assigned number. Positions may be moved among academic units within the Faculty or among Faculties in accordance with Article 20.

10.03 Only the following types of appointments may be made:

- (a) tenured
- (b) tenure-track (probationary)
- (c) contractually limited term (CLT)
- (d) temporary
- (e) part-time
- (f) lecteur/lectrice
- (g) PAD lecturer

Tenured, tenure-track (probationary), CLT, lecteur/lectrice and PAD lecturer positions may be filled on a half-time basis. The duties of a half-time Professor shall be one-half of the responsibilities of full-time Professors.

10.04 Appointment with Tenure

Appointment with tenure means permanency of employment up to retirement, subject to the right of the Board to dismiss for just cause in accordance with the relevant provisions and procedures of this Agreement.

10.05 Tenure-Track (Probationary) Appointments

Tenure-Track (Probationary) appointment means appointment without tenure to a tenure-track position. A first probationary appointment shall be for a term of three years. During the course of this appointment, the Employee shall be considered for a second probationary appointment in accordance with the procedures given in Article 12.00. Professors who have been placed on leave (other than Doctoral Study Leave as defined in Article 24.98 or Exchanges as defined in Article 24.90) for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during his/her probationary appointment shall be granted a twelve month extension for each such leave. The extension must be requested prior to the deadline cited in Article 12.02.

10.06 A second probationary appointment shall be for a term of up to three years. In the penultimate year of this appointment, the Professor shall be considered for an appointment with tenure in accordance with procedures given in Article 12.00. Professors who have been placed on leave (other than Doctoral Study Leave as defined in Article 24.98 or Exchanges as defined in Article 24.90) for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during his/her probationary appointment shall be granted a twelve month extension for each such leave. The extension must be requested prior to the deadline cited in Article 12.02.

10.07 Seniority Towards Tenure

An appointee to a tenure-track position may be granted initial seniority towards the award of tenure as a condition of appointment as specified in Article 10.70 (f). Initial seniority may be of either one or two years.

- (a) Where two years of seniority is granted, the Professor shall be appointed to a three-year probationary term, during the third year of which he/she shall be considered for tenure. If tenure is not granted, an additional one-year terminal appointment shall be offered.
- (b) Where one year's seniority is granted, the Professor shall be appointed to a three-year probationary term, renewable under the terms of Article 12.00 for a further two year term. During the first year of the second probationary term he/she shall be considered for tenure. If tenure is not granted, the appointment shall be terminated at the end of the second year of the existing appointment.

10.08 Contractually Limited Term Appointment

A Contractually Limited Term Appointment (CLT) may be made for varying periods of time up to and including thirty-six (36) months at any given time. CLT appointments of less than twelve (12) months shall begin at least one (1) month prior to commencement of classes, if the appointment can be completed by that date. Nine-and-one-half-month (9.5) CLT appointments shall begin on 1 August prior to commencement of classes and end 15 May after the end of classes, and five- (5) month CLT appointments shall begin on 1 August prior to commencement of classes or 1 December prior to commencement of classes, provided that a Professor who receives a second CLT appointment in the same academic year shall commence that appointment no earlier than 1 January and it shall be for a maximum of four-and-one-half (4.5) months.

10.08.1 CLT appointments that do not replace Professors on leave are intended to provide staffing flexibility in the delivery of academic programs. The number of positions shall be no less than twenty (20).

10.08.2 A transdisciplinary position may be allocated to a Faculty or a group of Faculties, or to a group of Departments within the Faculty. Two (2) or more Departments shall seek approval for authorization and shall recommend a home Department for the position.

10.09 CLT Appointments – Credit Towards Tenure

A Professor who has held (a) CLT appointment(s) and who is the successful candidate for a tenure-track appointment shall, at the Professor's option, receive seniority towards tenure consideration for the number of years served.

No Professor who has held (a) CLT appointment(s) may receive tenure without being recommended for tenure by the University Review Committee.

10.09.1 (a) Any of the CLT positions which do not replace Employees on leave under Article 24.00 or Article 26.30, or do not replace Professors holding academic administrative positions, and have been filled by appointees under 10.08 for five (5) consecutive years, shall be continued as tenure-track positions, in which case the appointment procedures outlined in 10.50 shall be followed. The requirement to continue a position as tenure-track may be waived at the request of the Department concerned in consultation with their respective Dean and subject to approval of the Vice-President (Academic) and the Association.

- (b) In cases where a Department has waived the requirement that a position be continued as tenure-track, the Employee who holds the CLT position at the time this requirement is waived shall be reviewed by his/her Department for a continuing appointment, the terms of which shall be no less than his/her current appointment, in accordance with Article 10.08, provided the Employee has five (5) years or more of continuing CLT service or seven (7) years or more of total CLT service. This review shall take place no later than 31 October of the fifth (5<sup>th</sup>) or seventh (7<sup>th</sup>) year of service, as appropriate. A continuing appointment means permanency of employment subject to the terms of the Collective Agreement. An Employee who holds a continuing appointment under the terms of Article 10.08.1 of the 12<sup>th</sup> Collective Agreement shall be considered already to have such permanency of employment.
- (c) The review for a continuing appointment shall be carried out by a committee made up of the Head and three (3) additional members elected from among the eligible members of the Department as defined in Article 12.10 (e). All departmental members shall be invited to submit written comments on the performance of the candidate to the review committee. These comments shall be noted in the record of the review. The results of the review shall be transmitted in a letter by the Head to the Dean of the Faculty with a copy of the letter to the Employee. The Dean shall notify the Vice-President (Academic) in writing. The Vice-President (Academic) shall transmit the decision to the President, who shall send the decision to the candidate by registered letter. The President shall transmit a recommendation in favour of the Employee to the Board.
- (d) If a continuing appointment is denied for any reason, the Employee may appeal to the UAC (as in Articles 12.50 and 12.60). If the candidate wishes to appeal the decision of the committee, then within ten working days of receipt of the registered letter, a notice of appeal shall be sent to the Chairperson of the UAC with copies to the Dean and the Department Head.
- (e) The procedures of Article 12.60 shall apply with the DRC and URC committees being replaced by the committee described in Article 10.09.1 (c), with continuing appointment replacing all references to tenure.

#### 10.10 Conversion to Half-time Appointments

Tenured or probationary Professors may request a half-time appointment, subject to the following conditions.

An application by a full-time tenured or probationary Professor must be made to the President, with copies to the Head, Dean and Vice-President (Academic) by the 31 December prior to the 1 July of which the change of status shall become effective. The Head, Dean and Vice-President (Academic) must all be in agreement with the change. This agreement must also include the length of time that the half-time status shall be in effect.

The President shall provide a new appointment letter reflecting the halftime status.

#### 10.11 The duties of a half-time Professor who is employed on a twelve- month basis shall be one-half of the responsibilities of full-time Professors (including teaching) as indicated in Article 17.01.

Duties may be spread over the twelve-month period, or may be condensed, depending upon the agreement reached by the Professor and her/his academic unit.

10.12 The half-time Professor shall retain her/his status, rank and seniority.

10.15 All Articles of this Collective Agreement shall apply to all half-time Professors.

10.20 Visiting Appointment

A Visiting Appointment may be made for up to sixty months where external funding is available. Such appointments shall not be used in substitution of any other type of appointment but shall normally be used for bringing distinguished academics to the University. A Visiting Professor is not included in the full-time complement of the academic unit or the University.

10.21 Externally Funded Chairs

- (a) When an agency or inter-agency group, external to Acadia University, provides funding for a Chair, not more than two delegates appointed by the agency or inter-agency may participate as voting members on the Selection Committee (Article 10.53) and participate fully in the interview and selection process.
- (b) If the appointee is to be eligible for tenure consideration at Acadia University while holding the Chair, such opportunity must be so stated in the letter of offer and the unit assigned the Chair must designate one of its numbered complement positions for the Chair holder. The designated complement position must be open on the effective date of the granting of tenure or the first date at which Acadia University begins to contribute to the Chair holder's salary, whichever comes first. This clause excludes CRC Chairs.
- (c) If at some future date the Chair holder is to have access to tenure consideration at Acadia University, the conditions of Article 10.21(b) apply.
- (d) If the Chair holder is to have access to promotion considerations under the Collective Agreement, with or without access to tenure considerations, such conditions must be so stated in the letter of offer.

10.22 Canada Research Chairs

- (a) If a Department has authorization to appoint an internal or external candidate to a Canada Research Chair the procedures described in 10.53 shall apply.
- (b) If the Canada Research Chair is allocated to a Faculty or to a group of Departments within the Faculty, any eligible members of the Faculty or the group of Departments may nominate any other eligible member to serve on the selection committee; members of the committee shall be chosen by election. In this instance, the selection committee shall normally be chaired by the Dean, and shall consist of no fewer than three members.

Following majority approval of the members of the Selection Committee, the Committee shall make a recommendation that a specific candidate be appointed, with a rationale of the candidate's suitability in relation to other candidates. The recommendations shall include any special conditions of appointment. The Committee shall recommend an appropriate

home Department, in consultation with the candidate. The remaining candidates on the short-list who are deemed acceptable by the Selection Committee shall be listed in order of priority. All votes on appointment recommendations shall be by secret ballot.

- (c) Any internal appointees to a Canada Research Chair shall retain all rights and seniority towards tenure, promotion or sabbatical leave provided under this Agreement. Professors appointed to a Canada Research Chair shall retain their salary levels and grid placements on completion of their terms in these chairs.
- (d) Any external appointee to a Canada Research Chair may be appointed with tenure.

10.31 In cases where a Professor resigns from a tenured or tenure-track position after the 1<sup>st</sup> day of December, or in cases where insufficient time is available to follow normal appointment procedures, a CLT appointment may be made. Every effort shall be made to avoid delays in the hiring procedures.

10.32 Where a Professor is granted half-time status, and where a replacement for the reduction to the academic unit is authorized by the President on the recommendation of the academic unit, the Dean and the Vice-President (Academic), the level of replacement may be part-time or CLT, and for all of the period during which the half-time arrangement is in place.

#### 10.45 Temporary Appointments

In certain circumstances not otherwise provided for by this Agreement such as sickness, death, or late resignation, the Board may act through its academic administrative appointees to fill vacancies in Department complement. Appointments so made shall be for a limited period not exceeding twelve months and the appointment procedures laid down in this Agreement shall be followed to the extent that is possible under the circumstances. All efforts shall be made to avoid delays in the process of hiring.

When a Professor is, for medical reasons, suddenly unable to fulfill her/his teaching obligations, the following guidelines shall be used in making arrangements to cover the courses affected by the Professor's absence:

- (a) If the anticipated absence is for a period of less than two (2) weeks, it is assumed that other members of the Department will, whenever possible, assist in the supervision and instruction of the classes concerned.
- (b) If the anticipated absence is for a period of more than two (2) weeks, steps shall be taken to secure part-time assistance. Where such part-time assistance is not available, other members of the Department may assume responsibility for the courses and shall be remunerated for their services in accordance with the basic part-time credit course stipend.

#### 10.50 Procedures for Appointment

Faculty members who have tenure or tenure-track appointments or have completed two (2) consecutive years' service in a CLT position may participate in any appointment procedure. Employees on leave pursuant to Article 24 who have rights to vote as specified in this Article may exercise these rights during the leave. They shall be notified of such rights by the Head sending an e-mail to the Employees' e-mail address and must respond and exercise such rights no later than three (3) working days after the e-mail is sent.

Where conflict of interest exists, the faculty member having such conflict shall withdraw completely from the appointment procedure.

10.51 Authority to Recruit

- (a) Recruitment of Employees requires the authorization of the President or Vice-President (Academic). Failed searches for authorized positions do not require reauthorization.
- (b) Authorizations to recruit CLT and part-time Employees for the following academic year shall normally be given to Department Heads and Directors no later than 1 January.

10.52 Advertising

- (a) Positions shall be advertised on the advice of the Selection Committee and the Dean(s) through the office of the Vice-President (Academic) in appropriate electronic media, academic and professional journals, including Canadian publications relevant to the particular discipline as established by the Selection Committee once the authority to fill the position has been granted.

The advertisement shall designate rank, but not "step" (e.g., entry level Assistant Professor).

No search is required in the case of a position being filled under the auspices of Article 43.24 (b).

- (b) All Advertisements shall include the following statement:

“The University invites applications from all qualified individuals. Acadia University is committed to employment equity and diversity in the workplace and welcomes applications from Aboriginal people, African Nova Scotians, persons with disabilities, visible minorities, women, and persons of any sexual orientation or gender identity.” A self-identification form (Article 3.61(a)) shall be sent to all applicants as part of the hiring process.

- (c) Applications shall be directed to the Chair of the appropriate Selection Committee.

- (d) All tenure-track positions shall be advertised.

- (e) All CLT positions to be filled by a full-time Employee shall be advertised, except:

No advertisement is necessary where a Department wishes to retain for further contractually limited appointment the services of a Professor whose contractual limited appointment is about to expire, if two thirds of the Department are in favour of retaining the Professor, provided that an authorized vacancy still exists.

- (f) All part-time credit courses shall be advertised in electronic media as deemed appropriate by the Head in consultation with the Dean in accordance with the procedures of Article 11.10.

- (a) Each Department shall have a Selection Committee elected by the Department from within the Department, or where this is not possible, from cognate Departments as determined by the members of the Department in which the vacant position exists. In the case of transdisciplinary positions the Selection Committee shall comprise at least three (3) persons with at least one (1) representative from each Department. For the purposes of this Article, when a member of a cognate Department is required for the Selection Committee, the decision of the Selection Committee goes directly to the Dean without being considered by the Department under 10.53 (d). The Head of the Department shall normally be the Chair of the Selection Committee which shall consist of at least three (3) persons. For trans-disciplinary appointments the Head of the home Department shall normally be the Chair of the Selection Committee.

Instructors shall have input into hiring procedures. The Department may choose to add an Instructor to the Selection Committee.

Faculty Members who have a CLT position shall have input into hiring procedures where possible. Students shall have input into hiring procedures where possible.

A quorum shall be fifty per cent (50%) plus one (1) of the faculty members on the committee.

Faculty members elected to serve on Selection Committees may only carry out their duties after completing a workshop which shall cover the principles, objectives, recent history, best practices, and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the Parties, with advice if necessary from an advisor on equity agreed to by the Parties.

- (b) With reference to the criteria in Article 10.60, the Selection Committee shall establish a short list of candidates which shall be made available to the members of the Department(s). Members of the Department(s) who wish to comment on the short list drawn up by the Committee shall have two (2) working days from the time of the distribution of the list to make their views known to the Committee. The Committee shall then finalize the short list which shall be redistributed to the members of the Department(s) and copies thereof provided to the Dean(s), Vice-President (Academic) and President.
- (c) The Chair shall arrange for interviews of a minimum of two (2) and no more than three (3) candidates in the first instance, unless only one (1) qualified candidate has been found; further candidates may be interviewed on the approval of the Vice-President (Academic). Interviews shall be conducted by the Selection Committee. Each candidate shall meet the Dean(s) or her/his delegate, either the President or the Vice-President (Academic), and a representative of AUFA designated by the AUFA Executive. Whenever possible, all members of the Department(s) shall have an opportunity to meet with the candidates, each of whom shall, whenever possible, deliver a lecture or participate in a seminar involving students.

In the case of appointments of one (1) year or less, on-site interviews, or travel by Professors for the purpose of interviewing, shall be authorized only with the approval of the Vice-President (Academic) upon recommendation of the Selection Committee.

The short-listed candidates shall receive a copy of the Collective Agreement from the President or Vice-President (Academic) during their visit.

- (d) (i) The Selection Committee shall make a recommendation to the Department(s) that a specific candidate be appointed, with a rationale for the candidate's suitability in relation to the other short-listed applicants, and with reference to the criteria in Article 10.60.
- (ii) In keeping with the principle of employment equity in Article 3.20, when two (2) or more candidates are otherwise equal and one (1) of the groups specified in Article 3.20 is under-represented within the unit, preference shall be given to the candidate of the under-represented group identified in that case.
- (iii) The Selection Committee should ensure that it has advertised in Canadian publications and that the offer is made to a suitable candidate who is a Canadian citizen or landed immigrant. If a suitable candidate cannot be found in the above category, the search may be widened and an offer made to a non-Canadian.
- (iv) Following majority approval by the Department(s), the Selection Committee shall make a recommendation that a specific candidate be appointed, with a rationale of the candidate's suitability in relation to other candidates. The recommendations shall include any special conditions of appointment such as, but not limited to, start-up funds, seniority towards tenure, and credit towards sabbatical leave. The Committee shall recommend an appropriate rank and suggest a salary. The remaining candidates on the short list who are deemed acceptable by the Department shall be listed in order of priority. All votes on appointment recommendations within units shall be by secret ballot of those eligible to vote.

10.54 The recommendation of the Selection Committee shall be sent in a letter to the Dean in confidence with a copy to the President of the Association. This letter shall include: where and when the position was advertised, a copy of the candidate search advertisement, a list of the selection committee members, dates of selection committee meetings, and candidate interview date(s). For appointments that are designated as replacements positions, the letter shall indicate who is being replaced. The President of the Association shall scrutinize all recommendations of appointments to ensure that they have been made in conformity with the terms of the Collective Agreement.

The Dean(s) shall comment in a letter on the recommendations of the Selection Committee before sending them on to the Vice-President (Academic), who in turn shall comment on the recommendations in a letter and shall forward these and any comments to the President of Acadia University.

10.55 The President or Vice-President (Academic) or the Dean(s) may request the Department(s) to reconsider the proposed appointment, giving reasons for the request based on the criteria in Article 10.61. Following this reconsideration, in instances where it is requested, the recommendation(s) of the Committee shall be forwarded to the officer requesting the reconsideration for action. This correspondence shall be copied to the President of the Association.

10.56 A Presidential letter of recommendation to the Board to reject the recommendation from a Department shall be only on the basis of academic criteria set out in Article 10.61. This letter shall be copied to the President of the Association.

10.57 Notification of Acceptance

The Employer shall forward a copy of the letter of acceptance of a job offer to the Association within five (5) working days of receipt.

10.60 Criteria for Appointment

10.61 The factors to be considered in assessing applicants for appointment to the University shall be as follows:

- (a) verifiable academic qualifications, i.e., earned degrees, diplomas, and the like, or an acceptable combination of education and experience, as in Article 12.00;
- (b) performance and potential as a teacher and lecturer. Both qualitative and quantitative aspects shall be considered. These shall include such factors as the number of years in the present rank, supervision of Honours students and graduate students, evaluation of past teaching performance and ability and potential to participate in and contribute to the academic programs of the unit;
- (c) scholarly activity, including, but not limited to, research and publications;
- (d) previous contribution to a department, faculty, or university, including course and program development;
- (e) contributions to the Professor's discipline or profession, including but not limited to, service or activities in professional organizations, service programs, and the like.

10.62 The above factors shall be considered in the priority order stated except in the case of appointments where the advertised terms of appointment differ from the activities of most faculty. In such exceptional cases, the Selection Committee shall state the criteria to be used for evaluation, and their relative emphasis prior to reading the letters of application for each vacancy.

10.70 Mode of Appointments

The President shall provide to each new or reappointed Professor a letter of appointment which shall include the following:

- (a) the effective date of appointment;
- (b) the terminating date of appointment;
- (c) the type of appointment as specified in Article 10.03;
- (d) the rank and salary of the Professor as of the effective date of the appointment;
- (e) the Department to which the Professor shall be attached;
- (f) special conditions, if any, including initial seniority in rank, or initial seniority toward award of tenure or sabbatical leave, start-up funding, or an emphasis on the criteria for

appointment, promotion, renewal and tenure should these differ from the requirements for most teaching faculty, or nature of the transdisciplinary appointment;

- (g) appointments normally begin on 1 July, but they may become effective on other dates; if so, Professors shall enjoy all appropriate benefits from the date of appointment, but seniority towards renewal, tenure, promotion and sabbatical leave shall begin from 1 July, following the commencement of employment;
- (h) a statement indicating if the Professor has the appropriate academic qualifications or whether further qualifications must be obtained, and indicating the year by which they should apply for tenure.
- (i) An Employee who has been granted a leave in accordance with Article 24.40, 24.60 or 24.61 shall be granted an extension equal to the duration of the leave to any deadline specified in the letter of appointment.

10.71 Each individual to whom an offer is made shall receive a copy of this Agreement prior to the letter of appointment being sent. The letter shall state that the appointment is subject to the terms and conditions of this Agreement.

10.72 One copy of the letter of appointment shall be sent to each of the Head of the Department, the Dean of the Faculty, the Vice-President (Academic) the Associate Vice-President (Finance) and Treasurer, the Executive Director of Human Resources and the President of the Association, and the Chair of the University Appointments Committee, as described in Article 10.81.

10.80 Adherence to Procedures

No candidate shall be appointed without adherence to the above procedures.

10.81 There shall be a University Appointments Committee, consisting of two elected members of the Association and two members of the University Administration. This Committee shall monitor and report on all appointments made in any given academic year. The Committee shall also report on adherence to Articles 10.08, 10.70(f), 43.27 and 50.08. The Committee shall meet once in the Fall and once in the Spring. A representative of the Board and a representative of the Association shall jointly chair the Committee and shall together be responsible for preparing and distributing the agenda for meetings and shall alternate in presiding over meetings.

**Article 11.00 Part-time Employees**

11.01 Part-time Employees

This Article 11 only applies to part-time Employees covered by Certification Order #4914 and 5093 and in this Article 11, "Employee" means a Part-time Employee as defined in Article 1.151.

11.02 Nothing herein shall prevent the performance of instructional duties by students or lecturers/lectrices under the supervision of an Employee.

11.03 (a) Part-time Employees shall have all the rights of this Collective Agreement excepting Articles 10, 12, 13, 15.20, 15.50(h), 15.50(i), 15.50(j), 15.61-15.65, 15.68, 16, 17, 20, 23, 24, 25, 26, 33, 37, 38, 39, 40, 43, 45, 50, 51, 55 and 56.

(b) Notwithstanding Article 11.03(a), part-time Employees have the rights of Articles 10.03, 10.51 (b), 17.15-17.17, 17.23, 17.32, 17.82, 17.90-17.95, 25.54, 25.55, and 26.63.

11.04 Copies of the Agreement

The Employer shall provide each Employee with a copy of the Collective Agreement.

11.10 Posting/Advertising for Appointment

(a) All positions authorized as part-time positions for the teaching of credit courses shall be posted by Human Resources and may also be advertised by the Department Head in accordance with the procedures of Article 10.52.

(b) Postings and advertisements for part-time positions shall include, but not be limited to, application deadline, course(s) to be taught, academic qualifications and previous teaching experience required, as well as the schedule of the courses to be taught.

(c) The Head shall forward a copy of postings/advertisements for part-time positions to Human Resources and to the Union Officer so that they may be posted on the HR and AUFA websites. To the extent feasible, part-time positions shall be advertised for ten (10) working days.

(d) Applications in response to postings and advertisements for part-time positions shall be submitted in writing to the Department of Human Resources which shall forward them to the appropriate Department.

(e) In the event of an emergency or if a vacancy occurs within four (4) weeks of the start date of the position, or if a posted part-time credit course is not filled through the posting/advertising procedure, the Employer shall address the assignment giving consideration to Articles 11.12 (a) and (b).

11.11 Procedures for Appointment

(a) All offers of employment are conditional.

- (b) Notwithstanding 11.10 (c), the Employer shall mail Offers of Employment by the following dates: 15 July for the Fall term, 15 November for the Winter term, and 15 March for the Spring/Summer Intersessions.

Candidates shall inform the University, in writing, promptly after receipt of their appointment letter/contract and advise whether or not they accept the position. The Employer shall forward a copy of the letter of acceptance to the Association within five (5) working days of receipt of the letter.

- (c) An employment contract to instruct on-campus, Fall or Winter, three- (3) or six- (6) credit-hour courses shall if possible begin two (2) weeks prior to the start of the first scheduled class.
- (d) Where a letter/contract of appointment has been accepted/signed by the applicant and the course is subsequently cancelled by the University, the applicant shall be paid a cancellation stipend of two hundred dollars (\$200) if the cancellation occurs within two (2) weeks prior to the start of class during the academic year.

#### 11.12

#### Precedence

- (a) Applicants for part-time positions shall have precedence for appointment based on the number of credit courses previously taught at Acadia University on a part-time basis providing they meet all the qualifications and requirements for the position as stated in the advertisement. In the event that more than one applicant meets the requirements and has equal precedence under this provision, the final recommendation for the appointment shall be made by the Dean.
- (b) An Employee shall also earn course-specific precedence. In a competition for appointment to teach a course, the applicant with the most accumulated course-specific precedence for a particular course shall be offered the position. When two or more applicants have the same course-specific precedence for a particular course, overall precedence shall determine who is offered the position.
- (c) Human Resources shall maintain an accurate, up-to-date Precedence List which records entry and exit dates for Employees. The Precedence List shall be used to determine precedence relative to the closing date of application for positions. Human Resources shall provide an updated copy of the Precedence List to the Head on the closing date of each competition.
- (d) An Employee shall be on probation until he/she has taught part-time the equivalent of nine (9) credit hours at Acadia University extending over at least three (3) academic years.
- (e) Following the successful completion of the probationary period an Employee shall be placed on the precedence list.
- (f) Precedence at Acadia shall be earned and calculated on a go-forward basis.
- (g) An Employee shall earn precedence for credit courses taught on a part-time basis at Acadia University. Precedence shall be calculated in units of credit hours.

- (h) An Employee who teaches under a contractually limited term (CLT) appointment and who subsequently returns to the part-time unit shall earn precedence for one course per semester that she/he teaches under that appointment.
- (i) By 31 July in each year Human Resources shall submit for approval to the Association a Precedence Report, updated to 30 June of that year, monitoring the status of the Precedence List.
- (j) Any questions regarding the accuracy of the precedence list shall be directed to the Department of Human Resources by 31 August of that year. Agreed-upon amendments shall be made by 15 September if possible. Once amended, the list shall be considered to be accurate and shall be effective until the following 30 June.
- (k) Precedence ceases to apply if:
  - (i) An Employee has been dismissed and not reinstated under Article 14.
  - (ii) An Employee has not taught a credit course at Acadia within the last three (3) years. An Employee's name is removed from the Precedence List thirty-six (36) months from the termination date of his or her last academic appointment.
  - (iii) An Employee has received unsatisfactory evaluations in accordance with Article 15 for two (2) of three (3) consecutive and/or concurrent appointments.
- (l) Precedence shall not be earned for a course from which an Employee has resigned.

#### 11.14 Conversion to Instructor Appointment

An Employee who, upon successful completion of the probationary period in accordance with Articles 11.12 (d) and 11.12 (e), has taught part-time the equivalent of a full-time teaching load (as defined in Articles 17.31, 44.04, and 44.05) over a period of three (3) academic years, including intersession, shall be offered a position as Instructor.

#### 11.15 Office Space and Facilities

- (a) The Employer shall provide Employees teaching on-campus courses with the use of appropriately furnished shared office space containing ergonomically sound furnishings (chair and desk), a telephone, bookshelves, a filing cabinet, and network access from that office. The office shall include ceiling to floor walls with sound insulation; lockable doors; lighting sufficient for reading, writing, and computer work; appropriate window and floor coverings; temperature maintained in normal room temperature range; and acceptable air circulation and quality. For the efficient performance of the duties and responsibilities of the Employee, the Employer shall ensure that no more than three (3), and make every reasonable effort to ensure that no more than two (2), people share a given office.
- (b) Employees teaching on-campus courses shall have the same rights as full-time Employees regarding library privileges, access to a laptop computer and associated services (i.e., to e-mail, Internet access, personal webpage). Requests for laptops from part-time Employees teaching off-campus courses will not unreasonably be denied.

These privileges shall commence two (2) weeks prior to the contract start date and shall terminate two (2) weeks subsequent to the contract end date of the Employee's contract.

Employees who have a confirmed appointment for an upcoming academic session shall retain their library privileges, laptop computer and associated services for the break between appointments.

- (c) Employees teaching on campus courses shall have access to the faculty dial-in services without charge for use of the line.

11.16 Leave of Absence

- (a) If an Employee is absent for up to six (6) teaching hours per course per fall and winter term, or six (6) teaching hours per course for intersession, because of illness or a death in the family, there shall be no loss of pay for the time missed. The Employee shall notify the Department in advance with as much notice as possible of any absence.
- (b) Upon written request, supported by a copy of the summons, an Employee who is absent for up to six (6) teaching hours per course per fall and winter term, or six (6) teaching hours per course for intersession, because of jury duty shall suffer no loss of pay for the time missed. Jury duty extending beyond the above noted time(s) shall be granted as leave without pay.

11.17 Vacations and Compensation

- (a) In lieu of time off with pay, all vacation entitlement is included in the Employee's stipend as per Article 21.00 Appendix I.
- (b) Compensation
  - (i) The Employer shall pay Employees in accordance with Article 21.00 Appendix I attached hereto.
  - (ii) Employee's participation in the Acadia University Pension Plan shall be determined by the regulations of the plan.

- (c) Employment Insurance

For purposes of calculating hours of work for Employment Insurance, each three (3) or six (6) credit hour course shall constitute ten (10) hours of employment per week of employment. The hours of employment shall be pro-rated for spring and summer sessions.

11.18 Intellectual Property

- (a) All Intellectual Property is owned by the Employee who solely creates it except where there is a written contract to the contrary assigning the ownership rights of the intellectual property to the Employer or a third party.
- (b) Employees shall retain ownership of class notes, lectures, and other materials that they have solely created pertaining to their course development and teaching, as well as to educational products resulting from teaching, except where Employees have negotiated otherwise with the Vice-President, Academic or his/her representative.

11.19 Enrolment for courses, or sections of courses, taught by Part Time Employees shall not exceed 60.

**Article 12.00 Renewal, Tenure and Promotion**

- 12.01 (a) The Head shall ask Professors by 15 June if they wish to apply for renewal, tenure or promotion and Instructors whether they wish to apply for promotion. Professors wishing to be considered for renewal, tenure or promotion and Instructors wishing to be considered for promotion shall indicate their intent by 15 July.
- (b) The Association and the Board shall cooperate to offer annual workshops to prepare members for participating on Departmental/Library Review Committees and the University Review Committee. The purpose of these workshops shall be to make DRC/LRC/URC members aware of procedures and assessment criteria stipulated by the Collective Agreement. In these workshops, DRC/LRC/URC members shall also receive training on equity issues (as provided in Article 3.62 (e)) and alternative career paths.

12.02 If one or more Professors or Instructors indicate that they intend to apply for renewal, tenure or promotion, then the Head shall so inform the Dean of the Faculty and the Chair of the University Review Committee (“URC”) and, in accordance with Article 12.10, establish a Departmental Review Committee (“DRC”) by 31 August.

Professors wishing to request an extension for renewal or tenure under the terms of Articles 10.05 or 10.06 must do so by 15 July.

- 12.03 Professors wishing to be considered for renewal, tenure or promotion and Instructors wishing to be considered for promotion shall by 1 September provide the Head with a dossier which contains the following:
- (a) a complete up-to-date professional resume which adheres to the form described in Appendix II of this Article;
  - (b) a copy of the letter of appointment and any other letters relating to the candidate’s current responsibilities;
  - (c) a covering letter indicating progress since the candidate’s initial appointment or the last promotion, whichever is the more recent;
  - (d) all records and associated correspondence of career development meetings as specified in Article 15, and copies of sabbatical report as per article 24.23. The candidate is responsible for including a summary sheet of course evaluations for all courses taught since the candidate’s initial appointment or in the past six years (whichever is less). The candidate is responsible for consulting the Head, Dean or Registrar to assure that the evaluation information is complete.

Should the candidate provide information on course evaluations in addition to the ones specified in the Collective Agreement, the candidate shall summarize the responses for each course with reference to the specific items assessed and the rating scales. If the candidate wishes to include students’ written comments then all comments should be included. The absence of comments shall not be used as evidence against the candidate’s application. The teaching evaluation forms themselves need not be included.

- (e) any other material which the candidate deems to be pertinent to the application.

- (f) The dossier shall be contained in a single binder. The dossier shall contain a detailed table of contents, listing every individual document with a unique index code for each document. In addition to the paper dossier, the materials in (a) and (c), and the dossier's table of contents shall be submitted in electronic form to the Secretary of the DRC. Before passing the dossier from the DRC to the URC, the candidate and the chair of the DRC shall confirm that all material listed in the index is in fact present. Electronic documents are also to be sent by the Secretary of the DRC to the Secretary of the URC.
- (g) Candidates applying for promotion to Full Professor shall indicate in the cover letter the nature of their distinctive contribution to academic life.

## 12.10

### Departmental Review Committees

- (a) In each Department there shall be a Departmental Review Committee ("DRC") for each application for renewal, tenure or promotion.
- (b) It shall be the responsibility of the DRCs to receive and review all applications for renewal, tenure or promotion and to make recommendations to the URC.
- (c) Those eligible to elect the DRC members shall be those in the Department holding the rank of Lecturer, Assistant Professor, Associate Professor, or Professor, as well as Instructors, excepting those in the first year of appointment.
- (d) Each DRC shall have a membership of six and be composed of:
  - (i) the Dean who shall be Chair but shall not vote except to break a tie;
  - (ii) the Head;
  - (iii) three (3) additional members elected from among the eligible members of the Department, subject to the terms in (e) below, one of whom shall be secretary to the committee; two (2) of these members shall serve on all DRCs in the Department within a given academic year;
  - (iv) one tenured Professor or Librarian selected using the process in 12.10(d)(vi);
  - (v) if there are insufficient eligible members of the Department, then an additional number to make a total of five shall be selected using the process in Article 12.10(d)(vi). Should the need for replacement cognate Department members exceed the capacity of those Departments to provide replacements with appropriate expertise, external sources may be used for up to two of the five members of the DRC for the Department.
  - (vi) the Department shall consult with the candidate, to draw up a cognate list of eligible and willing members of other Departments whose interests and expertise make them appropriate members of the candidate's DRC. This list shall include a sufficient number of cognate members to meet the requirements of Articles 12.10 (d) (iv) and (v). Should the consultation result in a list of cognates exceeding the number required by 12.10 (d) (iv) and (v), the Department members eligible to elect members to a DRC shall elect members from the aforementioned list.

(vii) The quorum for the DRC shall be five (5) members including the chair.

- (e) Eligible Professors are those Tenure-track Professors who have held their positions for a minimum of two (2) consecutive years; who are not applying for renewal, tenure or promotion during the year of the committee membership; who do not otherwise have a conflict of interest.; and who have attended at least one (1) of the workshops described in Article 12.01 (b) during the term of this Collective Agreement.
- (f) If the Head is applying for renewal, tenure or promotion, or has a conflict of interest with the candidate, then, during the year of application, the Head's duties on the committee shall be performed by an alternate eligible member of the Department, elected by the Department members eligible to elect members to a DRC. The replacement shall be for the entire academic year in which the Head is applying.
- (g) If the Dean is applying, or has a conflict of interest with the candidate, then the Dean shall be replaced by an alternate eligible Professor, jointly appointed by the President of the University and the President of the Association. The replacement shall be for the entire academic year in which the Dean is applying.

12.20 Departmental Review Committee Procedures

12.21 The DRCs shall review all applications for renewal, tenure and promotion and make recommendations to the URC according to the following schedule:

- (a) Renewal: no later than 15 November of the academic year in which the appointment terminates.
- (b) Tenure, Combined Tenure and Promotion to Associate Professor, and promotion to Associate Professor: no later than 15 December of the academic year during which the application for tenure is made.
- (c) Promotion to Full Professor: no later than 31 January of the academic year during which the application for promotion is made.

12.22 Each DRC must adhere to the following:

- (a) It must not use anonymous material, except for formal course evaluations by students (see Article 1.05).
- (b) The DRC shall meet at least twice. At its first meeting, the DRC shall confirm that it has been properly constituted and shall select a secretary who shall record minutes of each meeting, keep a file of all documents consulted, and ensure completion of the DRC procedure form. At this meeting, the DRC shall verify that the dossier satisfies the requirements of Article 12.03. Should the candidate's application be incomplete, the DRC must give the candidate the opportunity to resubmit his/her completed application. Candidates shall have five (5) working days to resubmit their completed application.

- (c) Once the dossier is complete, the DRC must invite all eligible members of the Department as defined in 12.10 (c) above other than members of the DRC, to submit their views in writing on the suitability of the candidate's application. Eligible members of the Department shall be given five (5) working days to submit their views. The written submissions become part of the candidate's dossier.
- (d) When the candidate is applying for promotion to the rank of Full Professor, the DRC must seek the written advice of two (2) external referees as described in Article 12.23. The candidate shall provide two (2) additional copies of the dossier to be sent to the external referees.
- (e) At least three (3) working days before its second meeting, the DRC must make available to the candidate any materials in the candidate's dossier which were not submitted by the candidate.
- (f) At its second meeting, the DRC shall review the application. The candidate shall be invited to discuss the contents of the dossier. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be used as evidence against the candidate's application. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its recommendation in camera. The candidate may choose to be accompanied to the meeting by an Employee who may advocate for the candidate.
- (g) If members of the committee have concerns over any aspect of the dossier, the candidate shall be given an opportunity to respond to those concerns. In the event that the candidate fails to respond, the committee may freely debate the issue(s) of concern.
- (h) The DRC must base its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement.

12.23 The external referees shall be recognized in the specific field of the candidate and shall have no conflict of interest with the candidate. By 15 September, the Chair of the DRC in consultation with the members of the DRC and the candidate shall endeavour to agree upon the choice of the external referees. Failing agreement, one shall be appointed by the DRC and one shall be appointed by the candidate. In either event the candidate shall provide a written statement of the degree of his or her professional relationship with the chosen referees.

Initial contact with the external referees shall be in the form of a letter. The external referees shall be provided with a copy of the candidate's dossier, a complete copy of Articles 17 and 12 and any additional material which the candidate or the committee deems relevant. The referees' reports become a part of the candidate's dossier. In assessing distinction, the DRC and the URC shall normally be guided by the external assessments. Where the assessments differ, the DRC and the URC shall identify such differences in their reports and shall give reasons for the way in which their decisions were made in light of the differences. Where the DRC or the URC makes a decision on distinction that differs from the two external referees' assessments, it shall give reasons for so doing in its report or letter.

12.24 In arriving at its recommendation, the DRC may consider no material in addition to that contained in the dossier or made available during the procedure outlined in Article 12.22.

12.25 The DRC shall decide by simple majority its recommendation. The recommendation shall be based on the criteria and qualifications in Articles 12.80 and 12.90 for Professors, or 43.50 and 43.60 for Instructors. In cases of tenure the DRC may recommend, with the written consent of the candidate, deferral on the basis of clearly stated conditions based on the criteria in the relevant articles of this Collective Agreement.

12.26 At least five (5) working days prior to forwarding its recommendation to the URC, the DRC shall write a letter to the candidate, recording the recommendation of the committee and summarizing the views expressed by members of the DRC both for and against the recommendation. The candidate may reply to this letter to correct errors of fact within three (3) working days.

The DRC shall then revise the letter if necessary and forward it to the Chair of the URC, with a copy to the candidate. The candidate may also write to the URC at this time.

12.27 The Secretary of the DRC shall forward minutes of its meetings and the candidate's dossier, including the electronic copies of the dossier's contents as defined in Article 12.03 (f), and the signed DRC procedure form to the Chair of the URC.

12.30 University Review Committee

12.31 There shall be a University Review Committee which shall review all recommendations from the DRC/LRC for renewal, promotion and tenure and make recommendations to the President. The purpose of the URC is to ensure that the DRC/LRC has followed proper procedure, has used the appropriate criteria and qualifications, as identified in the table below, and that the criteria are applied consistently across the academic units.

|             | Procedure       | Criteria and Qualifications |
|-------------|-----------------|-----------------------------|
| Professors  | 12.10 and 12.20 | 12.80 and 12.90             |
| Librarians  | 51.10 and 51.20 | 51.80 and 51.90             |
| Instructors | 12.10 and 12.20 | 43.50 and 43.60             |

12.32 The URC shall be composed of:

- (a) The Vice-President (Academic), who shall be the chair.
- (b) Six tenured Professors, two from each Faculty but not from the same Academic Unit, to be elected by that Faculty for a term of three years. Elections shall take place on or before 30 September. (In the first instance, the two members from each Faculty shall serve staggered terms of two and three years.) Elected members must have attended at least one of the workshops described in 12.01(b) during the term of this Collective Agreement. When the URC is considering a promotion application for an Instructor, an Instructor elected by the Instructors shall be added to the URC. When the URC is considering a promotion application from a Librarian, a Librarian elected by the Librarians shall be added to the URC. Candidates for renewal, tenure or promotion are not eligible to serve on the URC in the year of their application.
- (c) A quorum shall be five members including the chair; in considering applications for Instructors, quorum must include the elected Instructor; in considering applications for Librarians, quorum must include the elected Librarian.

- (d) The URC shall select its own secretary. A non-voting recording secretary may be added as secretary of the committee. The URC secretary shall keep minutes of each meeting, including attendance and decisions, and a file of all documents consulted.

12.33 Should an elected member of the URC have a conflict of interest with respect to a particular candidate, or be a member of the Academic Unit concerned, or have served on the candidate's DRC in the same academic year, or be absent for an extended time, that person shall be replaced in this instance by a Professor elected from the same Faculty.

Should the Vice-President (Academic) have a conflict of interest with respect to a particular candidate, that person shall be replaced as Chair in this instance by an elected member of the URC, chosen by the elected members of the URC. The individual chosen to be the replacement Chair shall be replaced by a Professor elected from the same Faculty as the replacement Chair.

If an elected member of the URC is applying for promotion, he or she shall withdraw from participation in all proceedings of the URC for that year. Once no longer a candidate for promotion, the elected member may complete his/her term of office on the URC, which shall be extended for an additional year.

12.40 University Review Committee Procedures

12.41 The URC shall complete its work according to the following schedule:

| Review Type   | 15 December | 28 February | 31 March |
|---|-------------|-------------|----------|
| Renewal (Professor)                                 | X           |             |          |
| Tenure (Professor)                                  |             | X           |          |
| Tenure/Promotion (Associate Professor)              |             | X           |          |
| Promotion (Associate Professor)                     |             | X           |          |
| Promotion (Full Professor)                          |             |             | X        |
| Continuing Appointment and Promotion (Librarian II) |             | X           |          |
| Promotion (Librarian III)                           |             | X           |          |
| Promotion (Librarian IV)                            |             |             | X        |
| Promotion (Instructor II)                           |             | X           |          |

12.42 (a) The URC shall study the candidate's dossier and the recommendation of the DRC. It shall not consider anonymous material.

(b) The URC shall follow these procedures:

- (i) The URC shall first consider whether the DRC/LRC has properly followed procedures in 12.20 or 51.20 and whether the recommendation letter of the DRC/LRC and the candidate's dossier provide sufficient information to decide whether the DRC/LRC's recommendation adheres to the criteria and qualifications in 12.80 and 12.90, 43.50 and 43.60, or 51.80 and 51.90, as appropriate. If the URC decides it has sufficient information, the procedure moves to that indicated in Article 12.42 (b) (iv). If the URC decides it does not have sufficient information, the procedure moves to that indicated in Article 12.42 (b) (ii) and/or (iii), as appropriate.

- (ii) If the URC finds that the DRC/LRC has not followed proper procedure or that the recommendation letter of the DRC/LRC does not provide sufficient information, it shall request clarification either in a revised letter or through a meeting with the chair, secretary and/or other members of the DRC/LRC as appropriate. If a revised letter is requested, the DRC/LRC shall have five working days to provide it. If the DRC's clarification provides sufficient information for the URC to proceed, the procedure moves to that indicated in Article 12.42 (b) (iv). Otherwise, the procedure moves to that indicated in Article 12.42 (c).
- (iii) If the URC finds that the candidate's dossier does not provide sufficient information, it shall request the candidate to submit additional information either in writing or through a meeting. Candidates shall have five (5) working days to submit additional written information, whereupon the procedure moves to that indicated in Article 12.42 (b) (iv). Otherwise the procedure moves to that indicated in Article 12.42 (c).
- (vi) Where the URC has sufficient information, it shall then decide by simple majority whether the recommendation of the DRC/LRC adheres to the criteria and qualifications in 12.80 and 12.90, 43.50 and 43.60 or 51.80 and 51.90 as appropriate. If it decides in the affirmative, the procedure moves to that indicated in Article 12.43 (b), unless the DRC/LRC has rejected the application, whereupon the procedure moves to that indicated in Article 12.42 (c).
- (v) Should the URC find that the decision of the DRC/LRC did not adhere to the criteria in 12.80 and 12.90, 43.50 and 43.60, or 51.80 and 51.90 as appropriate, the procedure moves to that indicated in Article 12.42 (c).
- (c)
  - (i) Where procedure requires, the URC shall meet with the candidate and the Chair of the DRC/LRC. The purpose of the meeting shall be to provide an opportunity for the candidate to present the case for renewal, tenure and/or promotion and for the URC to initiate discussion of the candidate's dossier.
  - (ii) Whenever invited to appear before the URC, the candidate may choose to be accompanied to the meeting by an Employee who may advocate for the candidate.
  - (iii) During the meeting, the candidate shall have an opportunity to update the dossier. The update shall be limited to changes in the status of material initially included in the dossier.
  - (iv) The URC and/or the candidate may invite other persons to the meeting for the purpose of clarifying information in the dossier. Minutes of the meeting shall be made available to the candidate within five (5) working days of the meeting.
  - (v) At the conclusion of the meeting the URC shall consider its decision in camera. In the event further clarification is necessary, the URC may recall any person they met with while reviewing the application.
  - (vi) In arriving at its recommendation, the URC may not consider material other than that contained in the dossier or made available during the procedure outlined

in 12.42 (a) through (c). The recommendation of the URC shall adhere to the criteria and qualifications in 12.80 and 12.90, 43.50 and 43.60 or 51.80 and 51.90 as appropriate.

(d) The URC secretary shall keep minutes of each meeting, including attendance and decisions, and a file of all documents consulted.

12.43

(a) The URC shall decide by simple majority whether or not the application is recommended for approval. In cases involving tenure, the URC may recommend deferral based on the procedures of 12.74. The URC shall not make its final decision until it has reviewed all recommendations within a given year, to ensure consistency of process.

(b) The URC shall report its decision to the candidate in a registered letter, a copy of which shall be sent to the DRC/LRC through its Chair. The letter shall detail the reasons for the URC's decision.

Should the URC find that the decision of the DRC/LRC did not adhere to the criteria in 12.80 and 12.90, 43.50 and 43.60, or 51.80 and 51.90 as appropriate, or that the DRC/LRC has applied those criteria in a manner that is not consistent with that of other DRCs, or that the DRC/LRC made procedural errors, the URC shall report this to the DRC/LRC through its chair in a separate letter. This letter shall specify the criteria that were not adhered to by the DRC/LRC, areas in which consistency is absent, and procedural errors. This letter shall be sent to the DRC/LRC at least ten (10) working days prior to the URC forwarding its recommendation to the President. This letter shall be forwarded to the President with the URC's recommendation.

12.44

If the candidate and/or the DRC/LRC, wishes to appeal the decision of the URC, then, within ten (10) working days of receipt of the registered letter, a notice of appeal must be sent to the Chair of the UAC with a copy to the Chair of the URC. If there is no notice of appeal, the URC shall make its recommendation known in a letter to the President with copies to the candidate, the Chair of the DRC/LRC and the President of the Association.

12.50

University Appeals Committee

12.51

There shall be a University Appeals Committee (UAC) which shall hear all appeals against decisions of the URC.

12.52

Appeals against decisions of the URC may be made to the UAC, by either the candidate or the DRC/LRC, or the candidate jointly with the DRC/LRC. The candidate may not lodge an appeal based on a procedural error committed by the candidate. The DRC/LRC may not lodge an appeal based on a procedural error committed by the DRC/LRC.

12.53

Appeals shall be based only on the procedures of this Collective Agreement as it applies to the review process (Articles 12.01 to 12.44) and/or the application of the criteria and qualifications (12.80 and 12.90, 43.50 and 43.60, or 51.80 and 51.90 as appropriate) by the URC.

12.54

Notice of appeal against a decision of the URC shall be submitted in accordance with Article 12.44. This notice shall include the evidence on which the appeal is based and it shall form the basis on which the appeal is to be heard by the UAC.

- 12.55 (a) The membership of the UAC shall be as follows:
- (i) An academic Dean from a Faculty other than the candidate's to act as a non-voting Chair.
  - (ii) Four (4) tenured Professors, representing three Faculties, jointly appointed by the Association and the Board for a three- (3) year term. If an application from a Librarian is being appealed, one of these four (4) Professors shall be replaced by a Librarian. If an application from an Instructor is being appealed, one (1) of these four (4) Professors shall be replaced by an Instructor.
  - (iii) One tenured Professor jointly appointed by the Association and the Board. This individual shall be a member of a Department related to the candidate's field of expertise.
  - (iv) A silent non-voting observer appointed by the Association. A copy of the observer's notes shall be provided to the Vice-President (Academic) within five working days of the UAC meeting.

If any member of the committee has a conflict of interest with respect to a particular appeal or is a member of the appellant's Department, the Association and the Board shall jointly appoint a replacement for that appeal.

- (b) No individual may serve on the URC and the UAC during the same academic year.

12.60 University Appeals Committee Procedures

- 12.61 (a) The University Appeals Committee may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate and/or the DRC/LRC (Article 12.53) are deemed not to be substantive and, thus, not material to the URC's decision. In that case it shall not hear the appeal but shall uphold the URC's decision. Where the grounds are substantive, the UAC must hold a hearing. Where there is to be a hearing, the UAC shall begin to hear the appeal within fifteen working days of receipt of the notice of appeal.
- (b) In considering consistency of application the UAC shall consider only the evidence which was presented to the URC, and shall take into account recommendations of the URC which have occurred within the time frame of the current Collective Agreement.
- (c) The UAC shall invite the candidate, who shall be allowed to bring an Employee to act as advocate, and two (2) representatives of each of the DRC/LRC and the URC.
- (d) The candidate and advocate, DRC/LRC and URC representatives shall be invited to be present throughout the hearing and shall have the opportunity to address the grounds for appeal. Each party to the appeal shall be allowed to make a presentation and question the other parties to the appeal. The UAC shall inform participants of their rights and duties prior to the commencement of any testimony.
- (e) At the conclusion of the hearing the UAC shall consider its decision in camera. The decision shall be by simple majority. The UAC shall render a decision within five (5) working days of the conclusion of the hearing.

- (f) In rendering a decision, the UAC may either uphold the recommendation of the URC or determine that the grounds for the appeal have been substantiated.
  - (i) If the UAC upholds the appeal, then it must review the application following the procedures set down for the URC. The UAC must not base its decision on the grounds for appeal alone but rather on an overall assessment of the candidate and the criteria for renewal, tenure or promotion. It may not recommend that renewal, tenure or promotion be granted solely on the basis of a procedural error. The UAC shall review all applications in the cohort without meeting with individual applicants.
  - (ii) Decisions of the UAC shall be binding on the Board and may be grieved by the Association only on procedural grounds as defined in 12.53.
  - (iii) The UAC shall, through its Chair, make its recommendations known in writing to the candidate with copies to the President, the DRC/LRC, the URC and the Association, stating its reasons based on the appropriate criteria in this Collective Agreement, the candidate's letter of appointment, and the specific grounds in the notice of appeal.
- (g) The Chair of the UAC shall arrange to keep minutes of each meeting, including a record of attendance and decisions, and a file of all documents consulted.

12.70 Procedures Relating to Decisions on Renewal, Tenure and Promotion

- 12.71 The President shall transmit decisions of the UAC or recommendations of the URC in favour of the candidate to the Board.
- 12.72 If the Board decides not to adopt the recommendation of the URC, it shall do so only on the basis of the criteria stated in the relevant articles of this Collective Agreement and shall give written reasons for its decision to the candidate, the URC, the DRC/LRC, the President and the Association.
- 12.73 In cases of tenure, if the UAC's or Board's decision is that it be denied, the candidate's appointment shall terminate at the end of the current probationary term unless the candidate is in the last year of such a term, in which case a one-year terminal appointment shall be offered.
- 12.74 Decisions on tenure shall be deferred only with the written agreement of the candidate and on the basis of clearly stated conditions based on the criteria in the relevant articles of this Agreement. The meeting of these conditions shall result in the award of tenure. Final decisions must be reached within two (2) years, and the candidate's probationary term shall be extended to make deferral possible.
- 12.75 The President shall communicate the Board's decisions on renewal, tenure or promotion according to the following schedule:
- (a) Renewal of Appointment – no later than 31 January of the academic year during which the appointment terminates.

- (b) Tenure, Combined Tenure & Promotion to Associate Professor, and Promotion to Associate Professor – no later than 31 March of the academic year in which the application for tenure is made.
- (c) Promotion to Full Professor – no later than 31 May of the academic year in which the application for promotion is made.

12.76 An annual report which summarizes the activities of the URC shall be prepared by the Chair and distributed to Professors by 30 June. The report shall include, but is not necessarily limited to, the following statistics separately for each of tenure and promotion:

- (a) the number of candidates recommended by their DRC;
- (b) the number of candidates not recommended by their DRC;
- (c) the number of recommendations in (a) which were overruled by the URC;
- (d) the number of recommendations in (b) which were overruled by the URC.

12.77 An annual report which summarizes the activities of the UAC shall be prepared by the Chair of the UAC and distributed to Professors by 30 June. The report shall include, but is not necessarily limited to, the following statistics separately for each of tenure and promotion:

- (a) the number of candidates who appealed to the UAC, who were recommended by their DRC but not by the URC;
- (b) the number of candidates who appealed to the UAC, who were not recommended by either their DRC or the URC;
- (c) the number from (a) where the UAC reversed the recommendation of the URC;
- (d) the number from (b) where the UAC reversed the recommendation of the URC.

12.80 Criteria for Renewal, Tenure and Promotion (Professors)

12.81 Consideration for Promotion

A Professor is eligible for consideration for promotion at any time, the essential element in any promotion being the demonstration of a record of achievement. Time of service in a particular rank may not be used to deny promotion to a higher rank.

12.82 A candidate's record of achievement includes scholarship, teaching, and service at other institutions, either prior to employment at Acadia or in parallel.

12.83 The factors to be considered in assessing performance of a Professor in relation to renewal, tenure and promotion to ranks above Assistant Professor shall be:

- (a) academic qualifications
- (b) performance as a teacher
- (c) scholarly activity
- (d) service

All of these criteria must be present in an application for renewal, tenure and promotion although they need not be present to the same degree. It is the overall assessment of the candidate which must guide the DRC's, URC's, and UAC's decisions. Remuneration received in connection with the criteria shall in no way diminish their value in consideration for renewal, tenure and promotion.

(a) Academic Qualifications

The normal criterion shall include an earned doctorate at the Assistant rank and higher. Equivalent qualifications and/or experience may be substituted, such as professional qualifications in fields where doctorates are not normally available, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline. The Letter of Appointment should state whether or not the Professor has the appropriate academic qualifications, or whether further qualifications must be obtained. Once a candidate has been recognized as having appropriate academic qualifications either by Letter of Appointment or by a ruling of the DRC and URC during consideration for renewal, tenure or promotion, the criterion of academic qualifications shall be deemed satisfied for future consideration under this article.

(b) Performance

Performance in teaching, scholarly activity, and service shall be evaluated in relation to the duties expected of Professors in Article 17 and in relation to the Annual Career Development Meetings and supplemented by other materials provided under Article 12.03.

12.84 The Parties recognize that the nature of teaching duties, scholarly activities and service contributions may vary from discipline to discipline and, as a consequence, the evidence used to demonstrate levels of performance will depend on an individual Professor's Department or School affiliation. Further, the Parties also recognize that performance as a teacher cannot be evaluated solely on the basis of course evaluations but must consider the full range of activities in Appendix I (a). To assist Professors with the preparation of their dossier and professional resume, lists of activities which might be used to demonstrate the required level of competence in the various criteria at each rank have been appended as Appendix I. The list of activities is neither inclusive nor exclusive.

12.85 The assessment of Professors shall take due account of performance in the specified spheres of teaching and non-teaching activities, giving such performance the same relative emphasis as indicated by their order in Article 12.83 unless stated otherwise in the candidate's letter of appointment or as indicated by the candidate's current responsibilities.

For candidates holding a Canada Research Chair (CRC), the applicant shall demonstrate progress towards a record of research excellence consistent with the expectations of the CRC program with a greater degree of external recognition and research funding than expected of Professors who do not hold a Research Chair. Evaluation of teaching shall be adjusted in terms of quantity but not quality in respect to CRC's reduced participation in teaching.

12.86 Joint Application for Tenure and Promotion (Professors)

Employees holding the rank of Assistant Professor may make a single application for tenure and promotion to the rank of Associate Professor. If the Employee meets the criteria for Associate Professor, tenure shall also be granted. However, as the criteria for promotion to Associate Professor exceed those for tenure, the DRC and/or the URC may determine that it is appropriate to award tenure but not promotion to Associate Professor.

12.90 Qualifications for Renewal, Tenure and Promotion (Professors)

12.91 Renewal

The qualifications for renewal of a probationary appointment shall include evidence of suitability as a teacher, evidence of developing scholarly activity and evidence of contribution to the academic community as indicated in the reports of annual Career Development Meetings and by other materials provided under Article 12.03.

12.92 Tenure

The qualifications for tenure shall be:

- (a) possession of an earned doctorate or its equivalent as specified in Article 12.83 (a);
- (b) evidence of good performance as a teacher;
- (c) evidence that the candidate has established the foundation of an enduring and productive involvement in scholarly activity;
- (d) evidence of participation in activities which contribute to the function of the University.
- (e) the records of annual Career Development Meetings and other materials provided under Article 12.03 shall be a primary source of information in assessing (b) – (d) above.

12.93 Assistant Professor

The qualifications for promotion to Assistant Professor shall be possession of an earned doctorate or its equivalent as specified in Article 12.83 (a). According to whether all degree requirements are successfully completed before or after 31 December, such promotion shall become effective either the previous 1 July or the following 1 July.

12.94 Promotion to ranks beyond Assistant Professor shall be based upon the criteria, with the same priority, as specified in Articles 12.83 and 12.85.

12.95 Associate Professor

Promotion to the rank of Associate Professor shall be based upon a record of accomplishment:

- (a) evidence of a positive record of performance as a teacher;
- (b) evidence of accomplishment in the discipline to be demonstrated by scholarly activity which is supported by external recognition of the candidate's work;
- (c) evidence of service to the University and academic community, the discipline and/or the community;
- (d) the records of annual Career Development Meetings and other materials provided under Article 12.03 shall be a primary source of information in assessing (a) – (c) above.

The qualifications for promotion to the rank of Full Professor must include continuing performance consistent with the rank of Associate Professor and a distinctive contribution to academic life above the standard required for promotion to Associate Professor.

Distinction is defined in the following ways:

- (a) To be recognized as a distinctive teacher, the candidate must present evidence of superior performance as a teacher and evidence of superior contributions to the teaching of the discipline.
- (b) Distinctive scholarly activity is scholarly activity recognized at national or international levels. Both the quality and quantity of such work shall be considered by the DRC, the URC and the external referees.
- (c) Distinctive service to the University and academic community would be evidenced by the candidate having made contributions of leadership and innovation involving decisions and policies which have had a major beneficial influence. The holding of any office, administrative position or memberships are not, in themselves, meritorious but must be accompanied by evidence of contributions which are recognized as outstanding examples of service.
- (d) The records of annual Career Development Meetings and other materials provided under Article 12.03 shall be a primary source of information in assessing (a) – (c) above.

## Article 12.00 Appendix I

Lists of activities which might be used to demonstrate the required level of competence in the various criteria at each rank are presented below. Such evidence may include both quantitative and qualitative aspects. The list of activities is neither inclusive nor exclusive, nor does it imply expectations of performance. The lists are not presented in order of preference with regard to renewal, tenure or promotion but reflect activities which Employees perform in carrying out their normal Academic Responsibilities as required in Article 17.01, 17.02 A, 17.03 A, 17.04 and 17.05.

### (a) Performance as a Teacher and Lecturer

#### (i) Teaching Activities

- Academic counseling
- Classroom teaching
- Open Acadia teaching
- Course coordination
- Course revisions
- Course work (course outlines, manuals, etc.)
- Development of teaching aids
- Guest lecturing
- Laboratory and studio teaching
- New course development and design
- Participation in seminars and colloquia
- Preparation of laboratory and course material
- Supervision of advanced and graduate students, honours and graduate theses, practical internships, field work, and co-op programs
- Teaching innovations

#### (ii) Teaching Activity Assessment

Candidates shall present evidence of their teaching activities as part of their dossier. Where the evidence relates to classroom performance, it should be based on direct observation by peers and/or academic administrators or by students' written evaluations, through a formal course evaluation as in Article 17.02 A (n).

### (b) Scholarly Activity

Examples of scholarly activities which may be presented by a candidate for evaluation are listed below. The list is not ranked but the candidate should be aware that materials adjudicated by external referees carry significantly more weight than do non-refereed materials. It may be useful to the DRC and URC to indicate the nature of the review process for the materials included in the dossier. Materials produced for external use would, in general, be of more significance than materials produced for internal use.

Active participation in and leadership given to professional conferences, workshops, symposia, etc.

Applications of learning technology developed under commission

Audio-visual materials and computer software/ courseware available commercially or through a publishing house provided the materials are related to scholarly activities

Awards in recognition of scholarly achievement

Books  
 Commercialized Courseware  
 Commissioned reports for external circulation  
 Commissioned works and special assignments  
 Contract research  
 Consulting and other professional activities which require research or scholarly competence  
 Creative work and performances  
 Editorial and refereeing duties  
 External reader on theses  
 Monographs  
 Obtained research grants and funding  
 Papers delivered at professional meetings, conferences and seminars  
 Papers in refereed and non-refereed journals  
 Papers/works/research in progress  
 Participation in external panels, seminars, etc.  
 Participation on editorial boards or juries for the evaluation of scholarly or creative work  
 Patents  
 Public speaking engagements related to one's academic expertise  
 Scholarly Translations (books, poems, etc.)  
 Service on external grant committees

(c) Service

(i) Service to the University and Academic Community

Service to the University and the academic community includes contributions to the development and effective functioning of the University through contribution to student activities, membership on Department, School, Faculty, Senate, University, Board and Association committees and councils; and contribution to the administrative functioning of the University as an Academic Administrator, or through other administrative assignments inside and outside the Bargaining Unit; active participation in local, provincial, national and international organizations and programs related to the candidate's discipline.

(ii) Community Service

Service to the wider community includes active participation in a wide variety of governmental, societal and community institutions, programs and services, where such participation is based on the candidate's academic or professional expertise.

Article 12.00      **Appendix II**

Curriculum Vitae Format

1.        Name

2.        Academic Qualifications including a university and professional educational history with dates for degrees and certification;

personal continuing education such as attendance at short courses, workshops, leadership training, etc.;

awards such as scholarships; employment history at Acadia and elsewhere including dates of previous promotions.

3.        Performance as a Teacher

Candidates shall be required to clearly document teaching performance, and should refer to Appendix I for the type of information which must be included in the section.

4.        Scholarly Activity

Candidates should refer to Appendix I for suggestions as to the type of information which must be included in this section.

5.        Service

Service is classified into service to the University and academic communities (Article 17.04), and community service (Article 17.05); examples of the type of service which shall be considered are found in Appendix I.

**Article 12.00 Appendix III**

Departmental Review Committee Procedures Form

This Procedure Form is a procedural requirement intended to aid DRCs in satisfying their obligations to the URC, especially as pertaining to Article 12.31, 12.42 (b) (i) and 12.43 (b), which generally require: (12.31) “that the DRC/LRC has followed proper procedure, has used the appropriate criteria and qualifications, as identified in the table below, and that the criteria are applied consistently across the academic units.”

|             | Procedure       | Criteria and Qualifications |
|-------------|-----------------|-----------------------------|
| Professors  | 12.10 and 12.20 | 12.80 and 12.90             |
| Instructors | 12.10 and 12.20 | 43.50 and 43.60             |

The Procedure Form is subject to the terms and conditions of the Collective Agreement which take precedence over the Procedures Form. If any part of the Procedure Form is at variance with the terms and conditions of the Agreement, the Procedure Form shall stand corrected by those terms and conditions.

Department: \_\_\_\_\_  
 Candidate: \_\_\_\_\_  
 Application: \_\_\_\_\_

Members of DRC:  
 Dean/Replacement \_\_\_\_\_  
 Head/Replacement \_\_\_\_\_  
 Cognate \_\_\_\_\_  
 Dept. Member/Cognate \_\_\_\_\_  
 Dept. Member/Cognate \_\_\_\_\_  
 Dept. Member/Cognate \_\_\_\_\_

Enter Y (Yes), N (No), or N/A (Not Applicable) in the far left column as appropriate.

| DRC Procedures |                  |  |
|----------------|------------------|--|
|                | 12.10, 12.22 (b) | This DRC was properly constituted.   |
|                | 12.22 (b)        | Candidate’s application is complete.   |
|                | 12.22 (b)        | Candidate was given 5 working days to resubmit if incomplete.  |
|                | 12.22 (c)        | Eligible members of the Department were invited to submit their views in writing on the suitability of the application, when dossier complete. |
|                | 12.22 (e)        | Candidate had 3 working days to see any additions to the dossier before meeting with the DRC.  |
|                | 12.22 (f)        | Candidate was invited to a meeting to discuss contents of the dossier.   |
|                | 12.22 (f)        | Candidate chose to be present at the meeting.  |
|                | 12.22 (f)        | Candidate chose to be accompanied by an Employee advocate.   |
|                | 12.22 (g)        | Candidate was given the opportunity to respond to concerns about the dossier.  |
|                | 12.22 (f)        | DRC considered its recommendations in camera.  |
|                | 12.22 (a)        | DRC made no use of anonymous material, as defined in Article 1.05.   |
|                | 12.24            | DRC considered no material other than candidate’s dossier (including that added by 12.22).   |
|                | 12.25            | DRC based its recommendation on criteria and qualifications of 12.80 and 12.90.  |
|                | 12.26            | DRC sent an initial Letter of Recommendation (LR) to the candidate at least 5 working days   |

|  |                |   |
|--|----------------|---|
|  |                | before DRC forwarded its recommendation to the URC.   |
|  | 12.26          | Initial LR recorded the DRC's recommendation and summarized views expressed by members of DRC both for and against the recommendation.                      |
|  | 12.26          | DRC revised the LR, if necessary, before forwarding to URC.   |
|  | 12.26          | DRC copied its LR to the candidate.   |
|  | 12.26          | DRC advised candidate of his/her right to write to the URC at this time.  |
| <b>Responsibilities to URC</b>   |                |   |
|  | 12.31          | LR demonstrates DRC's recommendations adhere to criteria and qualification of 12.80 and 12.90.  |
|  | 12.31          | LR provides information sufficient for considerations of URC in 12.42 (b) (i) and 12.43 (b).  |
|  | 12.31          | DRC Procedure Form demonstrates DRC followed procedures of 12.20.   |
|  | 12.27          | Secretary of the DRC is forwarding minutes of its meetings and the candidate's dossier and the signed DRC procedure form to the Chair of the URC.           |
| <b>Checklist A: External Referees for Applications to Rank of Full Professor</b> |                |   |
|  | 12.23          | The external referees are recognized in the specific field of the candidate.  |
|  | 12.23          | The external referees have no conflict of interest with the candidate.  |
|  | 12.23          | Each external referee was provided with a copy of the dossier and any additional material which the candidate or DRC deemed relevant.                       |
|  | 12.23          | Each external referee was provided with a complete copy of Articles 12 and 17.  |
|  | 12.23          | The external assessments are included in the dossier.   |
|  | 12.23          | The external assessments guided the DRC in assessing distinction.   |
|  | 12.23          | The DRC has made a decision on distinction that differs from the 2 external assessments.  |
|  | 12.23          | The DRC has given reasons for differing from the two external assessments in its report or letter to the URC.   |
| <b>Checklist B: Candidate's Dossier</b>  |                |   |
|  | 12.03 (f)      | Dossier is contained in a single binder.  |
|  | 12.03 (f)      | The dossier includes a table of contents listing every document in dossier with unique index code.  |
|  | 12.03 (a)      | The dossier includes CV that conforms with Appendix II.   |
|  | 12.03 (b)      | The dossier includes a copy of Letter of Appointment.   |
|  | 12.03 (c)      | The dossier includes any other letters relating to candidate's responsibilities.  |
|  | 12.03 (c), (g) | The dossier includes an appropriate covering letter.  |
|  | 12.03 (d)      | The dossier includes Career Development correspondence since initial appointment or last promotion.   |
|  | 12.03 (d)      | The dossier includes Career Development records since initial appointment or last promotion.  |
|  | 12.03 (d)      | The dossier includes a copy or copies of Sabbatical reports since initial appointment or last promotion.  |
|  | 12.03 (d)      | The dossier includes a summary sheet of formal course evaluations for all courses taught since initial appointment or the past 6 years (whichever is less). |
|  | 12.03 (d)      | The dossier includes an optional summary sheet of additional course evaluations for each course, specifying items assessed and rating scales.               |
|  | 12.03 (d)      | The dossier includes optional complete records of student's written comments for additional Course Evaluations.   |
|  | 12.03 (e)      | The dossier includes other material deemed pertinent by the candidate.  |
|  | 12.03 (f)      | Contents of dossier were confirmed by candidate and Chair of DRC.   |
|  | 12.03 (f)      | Electronic copies of CV, covering letter and table of contents were submitted to the Secretary of the URC.  |
| <b>Checklist C: Criteria for Renewal, Tenure and Promotion</b>                   |                |   |
|  | 12.80          | The DRC makes its recommendation based on the criteria for Renewal, Tenure, and   |

|  |           |  |
|--|-----------|--|
|  |           | promotion established by Article 12.80.  |
|  | 12.83     | The 4 criteria for assessment were academic qualifications, performance as a teacher, scholarly activity, and service.   |
|  | 12.83     | All factors are present to some degree in the candidate's application.   |
|  | 12.83 (a) | The Candidate's dossier provided evidence of passion of an earned doctorate or its equivalent.   |
|  | 12.83 (b) | Performance was evaluated in areas of teaching, scholarly activity, and service, irrespective of time in rank.   |
|  | 12.83 (b) | Performance was evaluated in relation to the annual Career Development meetings as a primary source of information in assessing evidence of qualifications.                          |
|  | 12.83 (b) | Performance was evaluated in relation to other materials provided under Article 12.03.   |
|  | 12.84     | Performance as a teacher was evaluated solely on the basis of more than just course evaluations.   |
| <b>Checklist D: Qualifications for Renewal, Tenure and Promotion</b> |           |  |
| <b>Renewal of a Probationary Appointment</b>                         |           |  |
|  | 12.91     | The candidate has demonstrated evidence of suitability as a teacher.   |
|  | 12.91     | The candidate has demonstrated evidence of developing scholarly activity.  |
|  | 12.91     | The candidate has demonstrated evidence of contribution to the academic community.   |
| <b>Tenure</b>  |           |  |
|  | 12.92 (a) | The candidate has demonstrated possession of an earned doctorate or its equivalent (see 12.83(a)).   |
|  | 12.92 (b) | The candidate has demonstrated evidence of good performance as a teacher.  |
|  | 12.92 (c) | The candidate has demonstrated evidence of having established the foundation of an enduring and productive involvement in scholarly activity.  |
|  | 12.92 (d) | The candidate has demonstrated evidence of participation in activities which contribute to the functioning of the University.  |
| <b>Promotion to Assistant Professor</b>                              |           |  |
|  | 12.93     | The candidate has demonstrated possession of an earned doctorate or its equivalent (see 12.83 (a)).  |
| <b>Promotion to Associate Professor</b>                              |           |  |
|  | 12.95     | The candidate has demonstrated a record of accomplishment.   |
|  | 12.95 (a) | The candidate has demonstrated evidence of a positive record of performance as a teacher.  |
|  | 12.95 (b) | The candidate has demonstrated evidence of accomplishment in the discipline demonstrated by scholarly activity which is supported by external recognition of the candidate's work.   |
|  | 12.95 (c) | The candidate has demonstrated evidence of service to the University and academic community.   |
|  | 12.95 (c) | The candidate has demonstrated evidence of service to the discipline.  |
|  | 12.95 (c) | The candidate has demonstrated evidence of service to the community.   |
| <b>Promotion to Full Professor</b>                                   |           |  |
|  | 12.96     | The candidate has demonstrated continuing performance consistent with the rank of Associate Professor.   |
|  | 12.96     | The candidate has demonstrated a distinctive contribution to academic life above the standard required for promotion to Associate Professor.   |
|  | 12.96 (a) | The candidate has demonstrated distinctive teaching evidenced by superior performance as a teacher.  |
|  | 12.96 (a) | The candidate has demonstrated distinctive teaching evidenced by superior contributions to the teaching of the discipline.   |
|  | 12.96 (b) | The candidate has demonstrated distinctive scholarly activity evidence by recognition at national and international levels.  |
|  | 12.96 (b) | The candidate has demonstrated distinctive scholarly activity in both quality and quantity.  |
|  | 12.96 (c) | The candidate has demonstrated distinctive service to the University and academic community evidence by contributions which are recognized as outstanding examples of service in the |

|  |           |   |
|--|-----------|---|
|  |           | holding of any office, administrative position or memberships.  |
| <b>Checklist E: Criteria for Promotion (Instructors)</b>       |           |   |
|  | 43.50     | The 4 criteria for assessment were academic or professional qualifications, performance as an Instructor, contributions to academic programs, and service.                        |
|  | 43.51     | All factors are present in the candidate's application.   |
|  | 43.51 (a) | Candidate's dossier includes evidence of possession of an earned Master's degree or equivalent academic qualifications and/or experience as evidenced by a letter of appointment. |
|  | 43.51 (b) | Performance was evaluated in relation to the duties expected of Instructors in Article 17.  |
|  | 43.51 (b) | Performance was evaluated in relation to the annual Career Development Meetings.  |
|  | 43.51 (b) | Performance was evaluated in relation to other materials provided under Article 12.03.  |
| <b>Checklist F: Qualifications for Promotion (Instructors)</b> |           |   |
|  | 43.60 (a) | The Candidate has demonstrated evidence of a positive record as an Instructor.  |
|  | 43.60 (b) | The candidate has demonstrated evidence of continuing contribution to the development of academic programs.   |
|  | 43.60 (d) | Additional qualifications such as a Ph.D. or other professional certification or degrees offered by the candidate were taken into consideration.                                  |

In accordance with Articles 12.22 (b) and 12.27, I hereby submit the completed DRC Procedure Form:

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Secretary of the DRC

**Article 13.00 Resignations and Termination of Appointment**

- 13.01 Professors and Instructors wishing to terminate their employment on 30 June shall give written notice to the President, with copies to their Head and Dean no later than 30 April. Those wishing to terminate their employment on 31 December shall give written notice to the President, with copies to the Head and Dean no later than 31 October. Librarians wishing to terminate their employment shall give at least two month's written notice to the President, with copies to the Head and University Librarian.
- 13.02 Employment may be terminated by mutual written agreement at any time. The President of the Association shall be notified of any termination.
- 13.03 Employees terminating a first appointment before the expiry of such appointment shall repay to the Board, on a pro rata basis, any moving expenses paid to them.

**Article 14.00 Reprimand, Discipline, Suspension, and Dismissal**

- 14.01 Discipline of Employees shall be only for just cause, and shall not be based on anonymous information. The disciplinary measures taken shall be commensurate with the just cause.
- 14.02
- (a) When a Dean has been informed according to the procedure of Article 15.50 (g) of an Employee's deficiency or area of neglect in which there has not been acceptable improvement, the Dean may call a meeting of the Employee and the Head, when applicable, in an attempt to resolve the issue. A representative appointed by the Faculty Association shall be present.
  - (b) If the issue is not resolved at the meeting, the Dean shall undertake an inquiry to determine whether there is just cause for disciplinary action against an Employee. If as a result of the inquiry the Dean considers that just cause exists, she/he shall give written notice and recommendation to the Vice-President (Academic), with particulars thereto, and shall inform the Employee of the action that she/he has taken, giving specific details of the alleged cause for disciplinary action. A copy of this correspondence shall be sent to the Senior Grievance Officer of the Association along with a report on the details of the Dean's inquiry.
  - (c) Where applicable, and taking into account the protection of students, this statement shall include all names, places and dates in relation to alleged incidents. Complaints must be written and signed but names may be protected until reaching Article 14.03.
- 14.03 If the Vice-President (Academic), on review and consideration of the report and details of the Dean's inquiry determines that just cause exists to warrant further action respecting the discipline of the Employee, she/he shall notify the Employee and the Senior Grievance Officer of the Association, giving specific details of the allegations, and shall initiate procedures for informal mediation. The Vice-President (Academic) shall arrange a meeting with the Employee, the Senior Grievance Officer of the Association or his/her delegate, the Head, and the Dean, in an attempt to reach a settlement.
- 14.04 Within ten (10) working days of the meeting, the Vice-President (Academic) shall notify the Employee in writing either that the matter shall not proceed further or that the Employee shall be disciplined on the grounds included in the written submission. Copies of the Dean's correspondence with the Vice-President (Academic) shall immediately be sent to the Senior Grievance Officer of the Association.
- 14.05 If the Vice-President (Academic) has determined that disciplinary action is warranted, she/he shall give written notice through registered mail to the Employee, with copies to the Head, the Dean, the Senior Grievance Officer and the President of the Association, that one of the following penalties is being invoked, and the particulars thereto:
- (a) a formal letter of reprimand to the Employee, specifying the grounds. This reprimand shall be placed in the President's File of the Employee. Letters of warning or reprimand must be clearly identified as being disciplinary measures;
  - (b) written notice of suspension with pay with Group Insurance Benefits for up to fourteen (14) calendar days. Notice to include reasonable details for the suspension and commencement date of the suspension;
  - (c) written notice of suspension without pay for up to thirty (30) calendar days. Group Insurance Benefits only shall be maintained and only the Board's portion shall be paid by the

University. Notice to include details for the suspension and commencement date of the suspension;

- (d) a recommendation to the President that the Employee be dismissed according to the procedures of Article 14.

- 14.06 The Association has the right to grieve discipline levied. Failure of the Association to grieve any disciplinary measure shall not be deemed an admission of the validity or invalidity of the disciplinary measure. The Association wishing to contest disciplinary action other than dismissal must, within fourteen (14) calendar days of receipt of the notice, file a grievance as per Article 18. If the Association wishes to contest dismissal, within fourteen (14) calendar days of receipt of notice, the matter shall proceed directly to arbitration.
- 14.07 Copies of written reprimands shall be removed from the Employee's Personal File after three (3) successive years have elapsed during which there was no further record of disciplinary action, or such shorter period as the President may determine.
- 14.08 In the event that the behaviour giving rise to the disciplinary action was related to mental health or the use of alcohol or drugs, the Employee shall be given the opportunity to voluntarily seek treatment/ counseling for the problem. If the Employee participates in an active treatment program, the Vice-President (Academic) shall mitigate or suspend the disciplinary action pending the outcome of the treatment/counseling as certified by the University Physician. In this case Article 24.60 may apply.
- 14.09 If an Employee poses a real and present danger to the safety of any member of the University community, or a serious and immediate threat to the functioning of the University, he or she may be suspended with full pay and benefits pending resolution of any grievance challenging such suspension or the expiry of the time limits applicable to the filing of such a grievance. The Association shall be informed as soon as possible of this action.
- 14.10 In the case of suspension without pay, an Employee's salary and Group Insurance Benefits shall continue without interruption until grievance and arbitration processes (if any) have concluded.
- 14.11 If disciplinary procedures are in progress while an Employee is being considered for renewal, tenure, promotion or sabbatical, at the request of the Employee the consideration process shall be deferred until the disciplinary process has been concluded. If procedures interrupt the normal renewal, tenure, promotion or sabbatical cycle, the consideration process and, if appropriate, dates of appointment, shall be extended to the next application cycle.
- 14.21 A decision by the President to terminate shall be in writing, sent by registered mail, with a copy to the President of the Association. It shall include a detailed rationale for the dismissal and the effective dates.
- 14.23 Termination of the employment of an Employee who has permanent tenure or a continuing appointment, or whose probationary or term appointment has not expired, other than by resignation, shall be in accordance with the dismissal procedures following.
- 14.24 No Employee shall be dismissed unless and until the procedures in Article 14.30 have been followed.
- 14.30 Hearings in Cases of Proposed Dismissal for Cause

- (a) When it is proposed according to Article 14.05 (d) that an Employee be dismissed for just and proper cause, the President shall inform the Employee in writing, with a copy to the President of the Association, and invite the Employee and the President of the Association or the President of the Association's representative, to meet with him/her or the Vice-President (Academic) at a time and place specified in the communication, with at least seven (7) working days' notice being given.
- (b) At the meeting of the Employee and the President or Vice-President (Academic), and the President of the Association, or the President of the Association's representative, the discussion shall be directed toward resolving the situation in a manner satisfactory to the Employee and the Board. The meeting may be attended by two (2) relevant appointees as advisors to the Board and two (2) appointees as advisors to the Employee, one (1) appointed by the Employee and one (1) appointed by the Association. All those attending the meeting shall be entitled to participate in the discussion.

Both the Board and the Employee concerned shall have the right to replace one of its advisors by a consultant from outside the University after giving written notice to the other of this intention at least two working days before the scheduled meeting. The written notice shall give the name, address and occupation of the consultant. In this case, the other side shall automatically have the right to replace one of its advisors by a consultant from outside the University.

- (c) If for any reason the meeting provided for in Article 14.30 (b) does not take place, or if no mutually satisfactory resolution of the situation is reached at the meeting, the Employee shall be given detailed written reasons for the proposed dismissal no later than seven (7) working days after the meeting or after the date of the meeting referred to in Article 14.30 (a) should that meeting not take place. The statement of these reasons shall constitute the Board's case for dismissal of the Employee. Where applicable, and taking into account the protection of students, this statement shall include all names, places and dates of alleged incidents.

- 14.31 Article 19.10 notwithstanding, if the Association wishes to bring the matter to Arbitration, notice in writing to this effect shall be given by the Association to the President no later than fourteen (14) calendar days from the receipt of the written reasons for the proposed dismissal.
- 14.38 The salary and Group Insurance Benefits of the Employee shall continue at least until the Arbitrator or Arbitration Board has handed down a decision.
- 14.39 At her/his discretion, the President may at the time of giving notice of the proposed dismissal referred to in Article 14.31 relieve the Employee of her/his duties. Such relief of duties shall not be considered to be suspension as described in Article 14.05, and salary and group life/health benefits shall continue as in Article 14.38.
- 14.40 All written communications from the Board to the Employee and from the Board to the President of the Association or her/his representative in matters of reprimand, suspension and dismissal shall be by personal service or registered mail.
- 14.41 University Library  
In relation to the Library in this Article, substitute Research Services Head (Library) for Head, and University Librarian for Dean.

**Article 15.00 Policies and Practices in Departments and Schools**

15.10 Each Department shall have a Head who represents the Department in other areas of the University and works to achieve, in cooperation with other bodies of the University, progress and development in all matters affecting the academic well-being of the Department and Faculty as well as other Departments, Faculties and Schools.

15.20 In establishing and implementing policy within a Department, the Head shall consult fully with Department members to determine what the majority sentiment is, and shall normally proceed in accordance with this majority sentiment.

If the Head wishes to implement a policy that does not have majority support, he/she shall inform the Dean of the situation. Should the Dean decide in favour of the majority sentiment, that view shall be implemented. Any decision by the Dean against the majority sentiment shall be taken only on proper academic grounds, on budgetary grounds or on the ground that the majority sentiment is not consistent with Faculty and University policy at Acadia, and such grounds shall be given to the members of the Department in writing.

15.30 Heads are responsible to the Dean of the Faculty for the efficient administration of their Departments in accordance with the present Agreement. If a Head has been advised by a Dean of a deficiency or an area of neglect, and no acceptable improvement results, then the provision of Article 15.50 (g) shall apply, with the appropriate substitution of Dean for Head.

15.40 The Head remains at all times a scholar for whom scholarly activity is a fundamental responsibility.

15.50 While generally responsible for communication, organization and administration within the Department, the Head shall exercise the following particular responsibilities:

- (a) Initiate and formulate departmental academic policies and the planning and development of academic programs, including continuing education.

In regard to courses offered through Open Acadia, the Head is responsible for approving course formats developed for the Department's courses, recommending Employees to teach the Department's courses, and reviewing associated course evaluations. The scheduling as well as interactions with students and Employees pertaining to these courses are managed by Open Acadia.

- (b) Supervise generally the programs and progress of students in the Department.
- (c) Make known and carry out University policies as they affect the Department.
- (d) Conduct a career development meeting with each full-time Employee once a year before 15 May. Employees on sabbatical leave during the winter academic term or on a full sabbatical may elect to waive the annual career development meeting in which case it shall be replaced by the filing of the Employee's sabbatical report per 24.23. Employees who are on another form of leave may elect to defer the meeting until they return from the leave.
- (e) Have a discussion about teaching development with each part-time Employee no later than one month after course grades have been submitted.

- (f) Advise Employees of their professional responsibilities, and bring to the attention of colleagues concerned any reported neglect of these responsibilities which may, if not addressed, invite disciplinary action. In such cases, the Head shall address the issue in a letter to the Department member concerned. The letter shall outline the nature of the problem(s) and the potential solutions. This letter shall not be interpreted by either party as a disciplinary measure.
- (g) Where a member of the Department has been advised of a deficiency under 15.50(f) without showing an acceptable improvement, the Head shall address the issue in a letter to the Department member concerned. The letter shall outline the nature of the problem(s) and the solutions attempted. A copy of that letter and any response shall be submitted to the Dean. The Employee has the right of a response which, if written, shall be appended to all copies of the letter.
- (h) Prepare, after consultation with all members of the Department, an allocation and schedule of teaching responsibilities. The Head shall follow the Senate Guidelines for Timetabling and shall submit the schedule to the Registrar. The Head shall work with the Registrar to adjust the schedule to fulfill the Department's objectives in the context of the overall schedule.

This consultation shall be made as early as possible. It shall normally be completed by 1 February of the year concerned and shall be communicated to the Dean. Members of the Department who are dissatisfied with their allocation of teaching duties shall have the right to put their dissatisfaction to the Dean for a decision. The Dean shall normally make a decision within fifteen (15) working days of receiving the request. After consultation with the affected member(s) and the Head, the Dean has the right to change the duties of any member. An appeal can be made to the Vice-President (Academic) whose decision shall be final.

- (i) After consultation with all Department members and with the agreement of the Dean, take necessary action to cancel courses or alter sections of courses as need arises. Should a course offered via Open Acadia attract insufficient registration, the Head may consult with the Director of Open Acadia and the Dean to determine whether the course should (1) remain cancelled, (2) be provided as part of a Professor's or Instructor's regular teaching responsibilities (Article 44.04), or (3) be supplemented by funds from the Faculties.
- (j) Prepare departmental budget in consultation with members of the Department and submit it to the Dean.
- (k) Administer the departmental budget as authorized.
- (l) With due notice, call and chair meetings of the Department at least once each term and as need arises, provide the Dean with an electronic copy of the approved minutes of each meeting.
- (m) Make arrangements for the discharge of her/his duties as a Head during annual vacations and other occasional absences by appointing a Designated Head from eligible Employees within the unit in accordance with Articles 16.21 and 16.22. Except in cases of annual vacation or other occasional absences, the Head shall not delegate signing authority.

- (n) Select, assist and supervise academic support staff and cooperate with the Department of Human Resources in the administration of terms of employment.
- (o) Before exercising the foregoing responsibilities, the Head shall, whenever it is possible to do so, carry out full prior consultation with all the members of the Department.

15.51 On request of a Head, her/his academic teaching load shall be reduced below the normal by one-half course or equivalent for Departments with a professorial complement of four (4) to six (6), by one (1) full course for Departments with a faculty complement of seven (7) to ten (10), and by one and one-half full courses for Departments with a faculty complement of more than ten (10).

15.55 Employees shall conduct a course evaluation of each course they instruct. Employees shall use either a digital or scannable version of the course evaluation form. When using a paper version of the form, each Employee shall designate a student to distribute the course evaluations in class and to be responsible for delivering immediately the completed course evaluations to the Head/Director of the unit. When using an electronic version of the form, the Employee shall direct students to the appropriate web site. The Employee shall leave the classroom while the students complete the evaluation. In the case of courses offered by the Head/Director, evaluations shall be delivered directly to the Dean.

The Head shall arrange for all quantitative data to be delivered to the appropriate Dean who shall arrange for the data to be processed. The Dean's office shall be responsible for producing a Summary Data Sheet including the averages and frequency of responses for each item of each course and a Unit Summary Data Sheet. The Dean shall ensure that all information contained on the Summary Data Sheet remains confidential. The Dean's office shall forward all summary data sheets, other than those of courses offered by the Head/Director to the Head/Director who shall review the evaluations and return a copy of the Summary Data Sheet and the unit's Summary Data Sheet to the Employee within three weeks following submission of grades for the course. The evaluations shall be discussed with the Professor or Instructor as part of the career development meeting as stated in Article 15.60. The purpose of the evaluations is to provide Employees with an opportunity to enhance their teaching development. The evaluations belong to the Employee.

The Professor or Instructor and the Dean shall retain the Summary Data Sheets for use in any procedures outlined in Article 12.

15.60 Responsibilities of the Head for Career Development Meetings

15.61 The Head has the responsibility for meeting once a year with each full-time Employee who holds an ongoing appointment in the Department for the purpose of discussing the Employee's career profile, encouraging its positive development, and evaluating performance. This requirement may be modified as specified in Article 15.50(d). The discussion shall be based on the responsibilities stated in Article 17.01–17.07, the criteria stated in Article 12.80, or 43.40 as appropriate and the information provided in 15.62. By 15 June of each academic year the Career Development Meeting Report, the curriculum vitae, and comments if any (Article 15.65) shall be sent to the Dean for review.

15.62 The Head shall solicit from each full-time Employee (excepting those exercising the sabbatical option in Article 15.50(d) ) before the Employee meets the Head an updated version of the Employee's curriculum vitae in a form that is compatible with Article 12, Appendix II, and a completed Career Development Meeting Report, Article 15, Appendix I or Appendix II as appropriate. The Head shall conduct a career development meeting with Employees returning from a leave during which the meeting was deferred in accordance with Article 15.50(d).

In the case of a CRC holder, a copy of the CRC report shall be forwarded to the Dean of Research and Graduate Studies.

The Career Development Meeting shall include all documentation or information the faculty member or Head deems necessary, including, but not limited to information pertaining to teaching activities inside and outside the classroom and all student course evaluations. If the Head or Dean wishes clarification of any item that cannot be adduced immediately, she/he may reconvene the meeting within three (3) months when the faculty member or the Head shall introduce such clarification to the discussion.

15.63

The objectives of the meeting are:

- (a) To recognize and reinforce the positive contributions made by the full-time Employee and to obtain an accurate written record of such contributions for inclusion in the President's Annual Report and unless the Employee makes written instructions to the contrary, the eventual announcements of them to the public by the administration. The foregoing does not limit Employees from publicizing their contributions as they see fit.
- (b) To discuss the immediate and long-range plans of the Employee for academic research and the development of courses to be taught at Acadia taking into consideration her/his other legitimate academic commitments and the needs of the Department.
- (c) To discuss with Professors the financial and time requirements of research and development of courses and to initiate steps to obtain grants from SSHRC, NSERC, CIHR, CFI, other external funding agencies, or the University Research Fund to facilitate such projects.
- (d) For Professors, to plan and discuss the suitability of the full-time Employee's application to the DRC for tenure and/or promotion, including time of application, criteria for such evaluations, and her/his performance relative to the criteria.

For Instructors, to discuss plans for review and promotion under Articles 43.40 and 43.50, including time of application, criteria for such evaluations, and her/his performance relative to the criteria.

- (e) The Employee shall indicate in this report any use of University support staff, equipment, materials, computer services, laboratories, or office space for personal use or for the use of external organizations.
- (f) The Head and Employee shall develop a plan to improve areas of unsatisfactory performance.

15.65

For Professors, the Head shall assess and comment on the four areas of performance outlined in Article 12.83 in a letter to the Employee. For Instructors, the Head shall assess and comment on the four areas of performance outlined in Article 43.51 in a letter to the Employee. If the Head assesses performance to be unsatisfactory in any of the four areas, the Head shall give reasons for the assessment and outline the agreed-upon plan for remedies in accordance with Article 15.50 (g). The letter shall be copied to the Dean. If the Employee disagrees with the Head's evaluation of any area, the Employee may append written comments to the letter.

15.66

The Head shall write a letter to each part-time Employee commenting on the discussion that was held regarding teaching development. For fall-term courses, this letter shall be submitted by 1 February and

by 1 June for winter term courses. The letter shall be copied to the Dean. If the Employee disagrees with the Head's comments, the Employee may write a letter to the Dean.

- 15.67 The Employer agrees to publicize the academic achievements of each Employee which she/he and the Head have deemed suitable for inclusion in the Vice-President's Annual Report to the Senate and shall endeavour to make these achievements known to the wider public in the local and provincial media without prejudice to the achievements of any one Employee unless the Employee specifically requests that information be withheld from the public.
- 15.68 The Employer agrees that an Employee will find it easier to improve performance in an atmosphere of adequate working conditions, as specified in, but not limited to, Articles 17.11, 17.15, 17.20, 17.80 and 17.90 in order that an Employee has an opportunity to meet her professional duties as specified in this Article.
- 15.69 In the case of the Head, the career development meeting shall take place between the Head and the Dean within the dates and in the same manner described in Article 15.60.

PROFESSOR ANNUAL CAREER DEVELOPMENT MEETING REPORT

|                 |  |                   |  |
|-----------------|--|-------------------|--|
| Name            |  | Signature         |  |
| Head/Director   |  | Signature         |  |
| Date of Meeting |  | Department/School |  |

| Teaching Activity  |           |
|--|-----------|
| List courses taught or coordinated:  | Comments: |
| List advanced students supervised (honours, masters, advanced studies, fieldwork, internship). Indicate whether completed or in progress. Include thesis committee work.                             |           |
| New course development and design. Comment on any activity that led to the revision or creation of new teaching material or techniques.  |           |
| Teaching activity more broadly defined. Comment on any other teaching activity including academic counselling, guest lectures, continuing education teaching.  |           |
| List any publication or production of material related to pedagogy.  |           |
| Comment on any other teaching activities.  |           |
| Summarize explorations of learning technologies (Article 17.09).   |           |
| Comment on teaching plans for the upcoming year.   |           |
| Research Activity  |           |
| List any new books, monographs, or publications that appeared in print or were accepted for publication in the past year. For journal publications, indicate whether they were refereed with an "R". |           |
| List any creative work, patents, performances, commissioned work, technical reports, or special assignments.   |           |
| List current and new grants and sources of funding to support research and creative work.  |           |
| List papers and attendance at professional meetings and seminars.  |           |
| Papers/works/research in progress.   |           |

| Summary of activity related to Article 33.  |           |
|---|-----------|
| Public speaking engagements, colloquia related to research activity.                                      |           |
| Support of research: list any editorial, reviewing or grant adjudication activity that supports research. |           |
| Comment on research mentoring activities.   |           |
| Comment on any other research achievements.   |           |
| Comment on consulting activities re: Article 17.71.   |           |
| Comment on research plans for the future.   |           |
| Service Activity  |           |
| List committees served on at Acadia:  | Comments: |
| List committees served on in the broader community/government/profession related to your discipline:      | Comments: |
| Comments on any other service activity.   |           |
| Comment on service activities for the coming year.  |           |

Article 15.00 Appendix II

INSTRUCTOR'S ANNUAL CAREER DEVELOPMENT MEETING REPORT

|                 |  |                   |  |
|-----------------|--|-------------------|--|
| Name            |  | Signature         |  |
| Head/Director   |  | Signature         |  |
| Date of Meeting |  | Department/School |  |

| Teaching Activity   |           |
|---|-----------|
| List courses taught or supported:   | Comments: |
| List advanced students aided (honours, masters, advanced studies, fieldwork, internship).   |           |
| New course development and design. Comment on any activity that led to the revision or creation of new teaching material or techniques.                       |           |
| Teaching activity more broadly defined. Comment on any other teaching activity including academic counselling, guest lectures, continuing education teaching. |           |
| List any publication or production of material related to pedagogy.   |           |
| Comment on any other teaching activities.   |           |
| Comment on teaching plans for the upcoming year.  |           |
| Research Activity   |           |
| List conferences/workshops attended pertaining to academic discipline.  |           |
| List workshops attended of a technical nature.  |           |
| Comment on other aspects of professional development.   |           |
| Service Activity  |           |
| List committees served on at Acadia:  | Comments: |
| List service activities within the Acadia community, e.g., open house, High School Student Programs, See Earth, parent/student tours, etc.                    |           |
| List committees served on in the broader community/<br>government/ profession related to your discipline:   | Comments: |
| Comments on any other service activity.   |           |
| Comment on service activities for the coming year.  |           |

**Article 16.00 Appointment and Review of Heads**

16.01 Eligible Members

For purposes of Articles 16.04, 16.09, 16.12, 16.13 (b), 16.14 (b) and 16.18 (a), “eligible members of the Department” shall be deemed to mean all full-time Instructors and full-time Professors within the Department, including those in their second consecutive year of a Contractually Limited Term Appointment within the same Department.

For purposes of Articles 16.13 (a) and 16.14 (a), “eligible members of the Department” shall be deemed to mean all tenured or tenure-track Professors in the Department.

For purposes of this Article, where “Department” refers to the Research Services Sector, “eligible members of the Department” shall be deemed to mean all those within the Research Services Sector holding the rank of Librarian I, II, III, or IV, including those in their second consecutive year of a Contractually Limited Term Appointment within the Research Services Sector.

16.02 Term as Head

The headship term shall normally be three (3) years.

Time spent on sabbatical leave shall not be included in the three (3) years mentioned above nor shall such leave be construed as interfering with continuity as Head.

16.04 Election of Head or Acting Head

Departments may elect a Head for a three- (3) year period, or an Acting Head for periods of less than three years. When a Head or an Acting Head leaves office before the end of his/her term, or goes on leave for a period exceeding one (1) year, the Dean/University Librarian shall call and chair a meeting of the eligible members of the Department in order to determine whether the Department wishes to elect a Head or an Acting Head. If a majority of the Department is in favour of an Acting Head, and the Dean/University Librarian concurs, then the procedures of Article 16.14 shall apply. Otherwise a search (Article 16.08) shall be initiated. When a Head goes on leave for a period not exceeding one year, an Acting Head shall be elected, according to the procedures of Article 16.14.

16.08 Search Procedures

Internal, or Internal/External

When a search is to be undertaken the Dean/University Librarian shall inquire of the Vice-President (Academic) whether the search is to be internal or both internal and external. If a tenure-track position is available the President may authorize an internal and external search.

16.09 Dean/University Librarian Seeks Nominations

Where a search is to be internal only, by 30 November of the last year of the Head’s term, the Dean/University Librarian shall call for nominations, then hold an election in which all eligible members of the Department may vote. Successive rounds of voting shall be held, if necessary, until one candidate has a majority. If the Department members are evenly divided, the Dean/University Librarian shall cast the deciding vote. The Dean/University Librarian shall forward the results of the election to the Vice-President (Academic).

16.10

Only One Candidate or No Candidates

- (a) Where there is only one (1) candidate, and the Dean/University Librarian has ascertained that the individual is willing to serve, then each eligible member of the Department shall indicate in writing to the Dean/University Librarian whether or not the candidate is acceptable to her/him. If the majority is affirmative, the Dean/University Librarian shall notify the Vice-President (Academic). Upon receipt of this information, the Vice-President (Academic) shall process the information as though it had come from a Search Committee. If the majority is not in favour, the Dean/University Librarian shall set up the Search Committee described in Article 16.12.
- (b) When there are no candidates in the Department, the Dean/University Librarian shall temporarily assume the responsibilities as Head.
- (c) Should circumstances arise in which the appointment of an Acting Head in a Department has been authorized but cannot be implemented, the President, acting on the recommendation of the appropriate Dean of Faculty and the Vice-President (Academic) may appoint a substitute from another unit, as follows:
  - (i) The individual appointed shall be known as the Acting chair of the Department and shall carry out the administrative functions of the Department (which would normally be the responsibility of the Head).
  - (ii) The Acting Chair may be appointed for a period of not less than six (6) months and beyond that, not longer than is required to appoint a Head or Acting Head from within the unit under the procedures of the Collective Agreement.
  - (iii) The Acting Chair shall receive the administrative stipend which would have been paid to the Head (Article 21.07) and, if appropriate, the course remission provided in Article 15.51. If course remission is given, the Department/School of the Acting Chair shall be compensated for any reduction in teaching capacity.

16.11

Advertising

Where the search is internal/external, advertising shall take place as per Article 10.52(a).

16.12

Search Committee

Where the search is to be both internal and external, when there are two or more candidates, or when the sole candidate does not receive majority endorsement of the eligible members of the Department, the Dean/University Librarian shall convene a search committee having the following membership:

- (a) the Dean/University Librarian who shall be the Chair;
- (b) three (3) eligible members elected by the Department;
- (c) for Departments, one Professor from a cognate Department or School selected by the Faculty of which the Department is a part; for the Research Services Sector, one Professor elected by the Faculty;
- (d) a person distinguished in the discipline/profession from another institution, chosen by the five (5) person mentioned above. This requirement may be waived if the Department, by a

majority vote so requests, and the Dean/University Librarian and the Vice-President (Academic) concur;

- (e) one senior or graduate student to be elected by or under the auspices of the Student Representative Council; for Departments, the student shall be from the Department concerned.

16.13

#### Short List

- (a) All eligible members of the Department concerned shall have the opportunity to apply and to nominate other eligible members, subject only to the provision that no one may run for Head whose own appointment contract does not encompass the term of Headship.
- (b) After consultation with the eligible members of the Department, and in accordance with the criteria in Articles 3.50 and 10.60/50.60, the Search Committee shall draw up a short list of not more than three candidates and shall arrange for those on the short list to meet the members of the Department, and present a public lecture. This lecture shall take place even if there is only one short-listed candidate for the position.
- (c) Thereafter the Search Committee shall give full consideration to the preferences of members of the Department before making a recommendation for the position.
- (d) The Search Committee shall have the right to recommend an acting Headship, subject to Article 16.15, unless by agreement by both Parties, and the provisions of 16.14 shall thereafter apply.
- (e) Except in the case where the Search Committee recommends an acting Headship, the recommendation of the Search Committee shall be forwarded to the Vice-President (Academic). The Vice-President (Academic) shall have the right to request the Search Committee to reconsider, giving reasons for the request. Following this reconsideration, if any, the recommendation of the Search Committee shall be forwarded to the Board for action.

16.14

#### Acting Head

##### Selection Process

Where an Acting Head is to be appointed, the Dean/University Librarian shall carry out the following procedures:

- (a) Call for nominations by and from the eligible members of the Department.
- (b) Following the close of nominations, call and chair a meeting of all eligible members of the Department to elect an Acting Head by a majority vote.
- (c) If the vote results in a tie, the Dean/University Librarian shall give the Department the opportunity to take a second ballot within one week. If the result of the second ballot is still a tie, the Dean/University Librarian shall cast the deciding vote.
- (d) The Dean/University Librarian shall forward the Department's recommendation to the Vice-President (Academic) for transmission to the Board.

16.15 Duties, etc.

An Acting Head has the duties, responsibilities and remuneration of Head. The period of appointment is for not more than one year, renewable only once. If an Acting Head is appointed Head the year following his or her appointment as Acting Head, the service as Acting Head shall not count in the term of service as Head.

16.18 In-term Review

- (a) At Any time during the service of a Head or an Acting Head, eligible members may request a review or vote non-confidence by a simple majority. That vote shall be reported to the Dean/University Librarian, who shall then attempt to mediate between the Department and the Head (or Acting Head). If such mediation fails, the Dean/University Librarian shall within two weeks of being notified of a request for a review or a non-confidence vote, establish an in term Review committee as in (c) below.
- (b) At any time in the service of a Head, the Board may request a review of the performance of the incumbent. Within one month of such a request being received, the Dean/University Librarian shall set up a Review Committee.
- (c) The Review Committee shall have the composition of the Search Committee defined in Article 16.12 of this Agreement and shall have the duty of advising the Vice-President (Academic) as to whether the appointment of the Head should be continued to the end of the existing term, or terminated sooner. The Vice-President (Academic) shall have the right to request the Review Committee to reconsider, giving the reasons for the request. Following this reconsideration, if any, the recommendation of the Review Committee shall be forwarded to the Board for its action.
- (d) Assessment of the Head shall be based upon her/his ability to perform the administrative duties of the position as defined in Article 15.

16.19 If a recommendation concerning a Head or Acting Head is rejected by the Board, the rejection shall be on the basis of proper academic grounds or on the administrative performance of the candidate.

16.20 Designated Head

16.21 In accordance with Article 15.50 (m) / 55.50 (k), the Head shall designate a temporary replacement from eligible Employees within the Department during annual vacations and other occasional absences. In Departments, eligible Employees shall be those within the Department holding the rank of Lecturer, Assistant Professor, Associate Professor, or Professor, as well as Instructor, excepting those in the first year of appointment. In the Research Services Sector, eligible Employees are Librarians holding the rank of Librarian I, II, III, or IV, excepting those in the first year of appointment. The name of the Designated Head shall be circulated by e-mail to the Heads and Directors and to the Administrative Assistant and all members of the Department, with copies to the appropriate Dean/ University Librarian and the President of the Association.

16.22 The Designated Head shall be vested with the signing authority of the Head while serving in that capacity.

**Article 17.00 Academic Responsibilities and Working Conditions**

**17.01 Academic Responsibilities**

In general, the responsibilities of Professors, and Librarians, and Archivists are:

- (a) dissemination of knowledge through undergraduate and graduate teaching; in the case of Librarians, dissemination of knowledge through provision of Library services and programs; or in the case of Archivists, preservation of archival materials and dissemination of knowledge through provision of archival services and programs;
- (b) research, scholarly or other creative activity;
- (c) service to the University and academic community, and where applicable, their profession.

**17.02 Dissemination of Knowledge**

**A. Professors**

The dissemination of knowledge includes undergraduate and graduate teaching as well as research and in certain instances, community or clinical service. Professors are expected:

- (a) to develop and maintain scholarly competence and effectiveness as teachers within their discipline;
- (b) to prepare and organize their subject matter and revise that subject matter as appropriate;
- (c) to be available for the academic counselling and supervision of students, the supervision of examinations, and other related activities as may be deemed necessary by the Parties to this Agreement;
- (d) to contribute to the delivery of academic programs;
- (e) to supervise students' research and practical work and assist in thesis supervision as well as to participate in the evaluation of students' research and theses, consistent with Article 17.34 of this Agreement;
- (f) to make recommendations to the Head of the Department or Director of the School to delegate whenever necessary lecturing duties in their courses to others (it is agreed that others may include graduate students, teaching assistants, or visiting academics, or part-time instructors or professional experts);
- (g) to conduct their classes within the relevant academic regulations as agreed to by the Parties to this Agreement and maintain an orderly and productive academic environment;
- (h) to meet each class personally (with the exception of discussion groups) and to be present for the full classroom period;

- (i) to inform students of the bases of evaluation, and methods of instruction indicating the Professor's plans for the use of information technology in their courses at the beginning of each term. The Head or Director, as the case may be, shall be provided with copies of such information, within two weeks of the commencement of the course. The Dean shall be provided with such information upon the Dean's request;
- (j) to comply with all procedures and deadlines approved by the Senate concerning the reporting and reviewing of the grades of their students and such other formally approved and published procedures and deadlines as may be necessary for the well ordered operation of the teaching programs of the University which are agreed upon by the signatories to this Agreement;
- (k) to complete their duties as examiners within seven working days of each examination, unless prior arrangement is made with the Department and Registrar;
- (l) to cancel instruction only for good cause and to notify the Head or Director if such cancellation is necessary. If possible, Professors shall give their students advance notice of such cancellation and Professors shall make every reasonable effort to reschedule the cancelled instruction, including laboratories;
- (m) to be present during the academic year up to and including the last day of an examination period and up to and including the Spring Convocation, except with the written approval of the Head of their Department or the Director of their School;
- (n) Faculty members shall conduct a course evaluation of each course they instruct (see Article 15.55). The evaluation shall be conducted during the last two weeks of regular classes. An evaluation shall be conducted in each section of multi-section courses. Courses that continue for both Fall and Winter terms shall be evaluated in the Winter term. Care should be taken in the preparation, completion and collection of evaluation instruments to ensure the anonymity of the respondents, and that only students registered in the course participate in the evaluation. Care should be taken in the processing of completed evaluations to ensure confidentiality.

B. Librarians

Librarians disseminate knowledge by teaching information literacy, delivering information services and managing the development of the library collection. Librarians are expected to:

- (a) develop and deliver information literacy programs, which involves teaching research resources and methods within academic disciplines;
- (b) deliver information services which are designed to answer specific questions or provide information on a specific topic;
- (c) manage the development and maintenance of the library collection in all its formats;

- (d) advise on the selection of library materials in support of the teaching and research needs of the University;
- (e) assist in the management of the library, including developing library policies and procedures;
- (f) lead library program and project teams;
- (g) participate in professional development activities designed to maintain currency in their field of expertise or develop new areas of expertise;
- (h) promote library services and collaborative programs with faculty members;
- (i) contribute to the delivery of library programs.

C. Archivists

Archivists disseminate knowledge foremost through the care and preservation of archival records, providing access to those records, and delivering archival programs, by teaching information literacy, delivering information services and managing the development of the library collection. Archivists are expected to:

- (a) develop and deliver archival programs, which involves teaching archival resources and research methods;
- (b) deliver archival information services which are designed to answer specific questions or provide information on a specific topic;
- (c) manage the development and maintenance of the archival collections in all their formats, including the care and preservation of the materials in those collections;
- (d) advise on the selection of archival materials in support of the teaching and research needs of the University;
- (e) assist in the management of the archives, including developing archival policies and procedures;
- (f) lead archival program and project teams;
- (g) participate in professional development activities designed to maintain currency in their field of expertise or develop new areas of expertise;
- (h) promote archival services and collaborative programs with faculty members;
- (i) contribute to the delivery of archival programs.

17.03

Scholarly Activity

The Parties agree to respect guidelines and procedures for ethical research that have been approved by the Senate of Acadia University.

A. Professors

This involves the creation of new knowledge, the creative use of existing knowledge, the organization and synthesis of existing knowledge, or creative expression such as music, art, drama, in the Professor's discipline. It may also involve active participation on editorial boards, and as referees or on committees and juries for the evaluation of scholarly work and creative arts.

Professors shall be encouraged and are expected to devote a reasonable portion of their time to meaningful research, scholarly or other creative activities, related to their discipline. Appropriate dissemination of research findings is expected and encouraged.

B. Librarians and Archivists

This involves the creation of new knowledge, the creative use of existing knowledge, or the organization and synthesis of existing knowledge in the field of librarianship or in another academic discipline related to their work. It may also involve active participation on editorial boards, and as referees or on committees and juries for the evaluation of scholarly work and creative arts.

Librarians and Archivists shall be encouraged and are normally expected to devote 10% of their time to meaningful research, scholarly or other creative activities related to librarianship, archival studies, or another discipline related to their work. Appropriate dissemination of research findings is expected and encouraged.

The Parties recognize that the nature of scholarly activities may vary from Librarian to Librarian (or from Archivist to Archivist) and from time to time according to program assignments. As a consequence, the time devoted to scholarly activity may also vary.

17.04

Service to the University, the Profession and the Academic Community

Consistent with their primary duties, full-time Employees have the right and responsibility to participate actively in the work of the University, the profession, and academic community through active membership on appropriate bodies, councils, committees, Senate, editorial boards, and as referees or on committees and juries for the evaluation of scholarly work and creative arts, etc. Employees have the right and are encouraged by the Board to participate actively in the work of all such academic and professional Associations, especially when holding executive positions. Should this activity require significant amounts of time the Boards shall provide some release time, up to a maximum of one half course for full-time Professors, or for Librarians and Archivists up to a maximum of seven (7) hours per week, upon the recommendation of the Head, Dean, or University Librarian and the Vice-President (Academic). Where requested by the Department/School, the Board may provide the necessary funds to employ a replacement.

Full-time Employees have the right and the responsibility to participate in the functioning of their Academic Units or Sectors, Faculties and the University. Such participation includes development of content and requirements for academic programs. Service to the University shall include, where relevant, administrative duties and committee service of Employees.

17.05

### Community Service

Full-time Employees are encouraged by the Parties to engage in community service. Such service, if it be of a lasting nature, should be reported to the individual's Head or Director, or University Librarian, as the case may be. Community service is seen as being beneficial to the full-time Employee and to the University, as well as to the wider community.

Community service includes participation in activities and organizations outside the University where the full-time Employee's academic, professional, and/or research interests and competencies form the basis for such participation.

17.06

### Instructors

17.06.1

#### Profile

Instructors are academically and administratively responsible to the Department through the Head. When an Instructor's course is a co-requisite of a lecture course, the Instructor shall collaborate with the listed Professor(s) for that lecture course. Their duties shall in general consist of some of the following:

- (a) assist students with meeting the objectives of the laboratory/studio/workshop activities;
- (b) prepare laboratory manuals, handouts, instructions, exercises and/or reviews. This may include the use of electronic media;
- (c) prepare and give pre-laboratory lectures;
- (d) prepare laboratories/studios/workshops for instruction. Supervise technical help;
- (e) develop and implement methods for evaluating student performance;
- (f) supervise assistants and markers. Participate in their selection and hiring;
- (g) supervise field trips, practica and/or student outreach;
- (h) anticipate and order supplies; this may involve keeping financial records;
- (i) provide student counseling on both content and write-up of activities;
- (j) set, supervise and mark laboratory/studio examinations;
- (k) the teaching load for Instructors is defined in Article 17.50;
- (l) teach non-credit courses;
- (m) work with individuals and groups in remedial activities;
- (n) instruct students on the proper use of equipment and on workspace safety;
- (o) oversee maintenance and repair of equipment;

- (p) the Technical Director for all Acadia Theatre Company productions shall be an Instructor and shall supervise all areas of production. She/he shall interview students and recommend them for appointments to the various technical areas and supervise student crew chiefs;
- (q) perform other appropriate duties as agreed upon with the Head.

17.07

#### Responsibilities

The responsibilities of an Instructor include some or all of:

- (a) the dissemination of knowledge through undergraduate teaching;
- (b) laboratory, studio or theatre instruction and development;
- (c) administration and maintenance of workplaces and relevant equipment associated with 17.07 (b);
- (d) academic and professional service;
- (e) community service;
- (f) participation in professional development activities designed to maintain currency in their field of expertise or develop new areas of expertise.

17.08

#### Part-time Employees

The responsibility of Part-time Employees is the dissemination of knowledge through undergraduate and graduate teaching.

Article 17.02 A (with the exception of 17.02 A (e) and 17.02 (A) (m)) applies to part-time Employees. Part-time Employees are expected to be available throughout the academic terms(s) for which they are employed and up to and including the last day of an examination period except with the written approval of the Head of their Department or the Director of their School.

17.08.1

#### Lecteurs/Lectrices

The responsibilities of Lecteurs/Lectrices include the dissemination of knowledge through undergraduate teaching, tutorials, office hours, and other duties as may be assigned by the Head to a maximum of twelve (12) hours per week during the fall and winter semesters, or by amendments to the conventions governing exchanges of teaching assistants between Canada and France. Lecteurs/ Lectrices shall receive nine-and-a-half (9.5) month half-time CLT appointments and shall be remunerated according the Salary Grid in Appendix C.

Article 17.02 A (with the exception of 17.02 A (e)) applies to Lecteurs / Lectrices.

17.08.2

#### Pädagogischen Austauschdienstes (PAD lecturers)

The responsibilities of PAD lecturers include the dissemination of knowledge through undergraduate teaching, tutorials, office hours, and other duties as may be assigned by the Head to a maximum of 12

hours per week during the fall and winter semesters, or by amendments to the conventions governing exchanges of teaching assistants between Canada and Germany. PAD lecturers shall receive nine-and-a-half (9.5) month half-time CLT appointments and shall be remunerated according the Salary Grid in Appendix C.

Article 17.02 A (with the exception of 17.02 A (e)) applies to PADs.

- 17.09 The Parties recognize the importance of the Acadia Advantage initiative. Employees commit to exploring the use of information technology in developing effective means to meet pedagogical needs and using information technology when, in the Employee's judgment, it enhances the learning environment, and/or advances student and Faculty scholarship. The Parties shall support this commitment.
- 17.10 Standard Office Facilities
- 17.11 The Board shall provide each Employee with a private office containing ergonomically sound furnishings (chair and desk), telephone, bookshelves, and a filing cabinet. "Private" shall be assumed to include ceiling to floor walls with sound insulation; lockable doors; lighting sufficient for reading, writing, and computer work; appropriate window and floor coverings; temperature maintained in normal room temperature range; and acceptable air circulation and quality.
- The Board shall provide an annual budget administered by a committee consisting of the Deans to address proactively the requirements of Article 17.11.
- 17.12 Except as provided in Article 17.13, Employees' offices shall not be occupied or used without their written consent.
- 17.13 If Employees are absent from their offices for more than three (3) months, their offices may be used temporarily for other purposes. The Head, Dean or Vice-President (Academic) as appropriate, shall give the Employees concerned and the President of the Association written notice of its intentions so that such Employees may remove their personal belongings from their offices if they so desire. In the event of an absence of more than three (3) months, the Employer shall have the right to remove the Employee's personal belongings to a secure area if the Employee declines the opportunity to remove his or her personal belongings. The Association shall be invited to provide a witness to the relocation process. All personal belongings removed by the Employer shall be returned to the Employee's office in the same condition in which they were removed before the Employee returns to the office.
- 17.14 Personal Files
- (a) The Board shall treat Employee files and communications as confidential and shall not examine or disclose information without just cause nor disclose information to a third party unless it is for use in a disciplinary or criminal investigation or has been the subject of a subpoena served on a representative of the Board. Authorization to search, access or disclose personal data shall require the approval of the Vice-President (Administration). The Association shall be notified of any exercise of this clause and the circumstances leading to that exercise.
- (b) The Parties agree that members have a right to privacy in their personal and professional communications and files, whether on paper or in an electronic form.

17.15

#### Computer Access

- (a) The Board recognizes the value to the Employee of having ready access to computing facilities and shall maintain them. Charges may be levied for computer facilities and services used in contract work or consulting. The Board shall provide each Employee with a computer, mouse, keyboard, keyboard tray, and network access. If the computer is a laptop model, a docking station where applicable and necessary cords and cables shall be provided upon request. Access to computers and network accounts commences two weeks prior to the Employee's contract start date and terminates two weeks subsequent to the contract end date of the Employee's contract.
- (b) Employees who have a confirmed appointment for an upcoming academic session shall retain their library privileges, laptop computer, and associated services for the break between appointments.
- (c) Employee files and personal communications, including those that are stored or transferred electronically on University computer systems, are private. The Employer reserves the right to monitor and access user accounts in order to maintain the integrity of the computer system in a secure and reasonable manner. Only authorized personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities. The Association shall be provided with a list of these personnel annually; an updated list shall be provided to the Association upon request.
- (d) If discipline is to be imposed for any alleged misuse of University telecommunications or mail systems, it must be imposed in accordance with the provisions of Article 14 of this Agreement.

17.16

Off campus access to Acadia's computer system shall be maintained and provided from the internet free of charge to Employees. The number of dial-in lines that are available for use shall be no less than ten (10).

17.17

The Board shall not appropriate any course materials provided through the Acadia computer network by Employees without the Employee's written permission.

17.20

#### Scheduling of Classes and Laboratories

17.21

Classes and laboratories taught by Employees shall normally be scheduled between 8:30 am and 6:30 pm. Employees are not required to teach more than one (1) three- (3) hour course or laboratory per term between the hours of 6:30 pm and 10:30 pm consistent with the regulations of the T.I.E. Committee. Scheduling of classes and laboratories is arranged as in 15.50(h).

17.22

No Employee shall be required to teach more than two hours consecutively of class time, or more than three hours consecutively of lab or studio time, except in offering a single course. For the purposes of this clause, two separate sections of the same course shall be interpreted as being two different courses.

17.23

#### Adequate Classroom Space

The Board shall make a reasonable effort to provide classroom and library space which meets the pedagogical needs of the various academic subjects. Appropriate classroom size, level of permissible background noise, appropriate blackboard space and library facilities, and the need for access to

audiovisual equipment shall all be considered when allocating classrooms. Employees with mobility disabilities shall be assigned to workspaces in wheelchair accessible buildings.

17.30 Teaching Expectation

17.31 Professors have a teaching expectation of fifteen (15) credit hours. The Parties recognize that teaching patterns vary appreciably from one academic discipline to another.

New tenure-track Employees shall have a teaching load of twelve (12) credit hours in the first year of employment.

A Professor's teaching load may be increased by six (6) credit hours and no more, only if the Head requests the increase in writing to the Dean on the basis of program needs and, only if the Dean and the Employee agree in writing. Should an increase above the normal teaching load occur, Professors shall receive remuneration at the basic rate specified in accordance with Appendix H. Copies of the request and the agreements shall be sent to the President of the Association.

17.32 Each hour of a music studio or laboratory period or other regularly scheduled teaching, which is supplementary to the classroom activity, shall be considered to be equivalent to one-half hour of a classroom period. Employees must be present and teaching for the period for which they are claiming teaching credit. When an Instructor is assigned to a course, the Professor shall claim no teaching credit for that course. An enrolment of six (6) students for one academic term in individual instruction of applied music courses requiring one (1) hour per week of individual instruction is equivalent to a three- (3) hour course assignment; for an enrolment of fewer students the fulfillment of teaching expectation is adjusted proportionally. Instruction of ensembles in the School of Music shall be credited at one-half (0.5) times one (1) credit hour of each hour of weekly ensemble.

17.33 Professors' responsibilities extend beyond the classroom. Professors shall be available for consultation with students and to contribute to the administrative work of the Department and of the University for at least two hours per week for each three- (3) hour credit course to a maximum of six- (6) hours per week at stated times. At least one-half of these hours shall be offered in their office between 8:30 am and 6:30 pm Monday through Friday. The remainder of these hours may be offered live "online."

17.34 The supervision of advanced students shall be voluntary on the part of Employees. The University recognizes the value of Honours and Graduate programs, and the necessity for conscientious supervision of students writing theses in these programs.

17.35 The President of the Association shall, on request, have her/his teaching expectation reduced by a six hour credit course, or equivalent. If requested by the Department/School, the Board shall provide the necessary funds to employ a replacement.

The Association may buy release time for up to twenty-four (24) credit hours. The cost of such release time shall be that set forth in Article 21.04.

17.36 With the exception of Professors who are teaching at this university for the first time or teaching in a new program, no Professor shall be required in an academic year to prepare for more than the equivalent of nine (9) credit hours which she/he has not taught at least once during the previous four (4) years.

17.37 Canada Research Chairs shall teach at least one three (3) credit hour undergraduate course during each academic year plus participate in additional teaching (e.g., a multi-Professor IDST course, graduate course) and thesis supervision. They shall normally participate in an annual symposium organized by the Office of Research and Graduate Studies.

17.39 The Board recognizes the value of faculty research and shall not charge overhead costs to any external research grant, (as defined by the Guide to the Administration of Research Grants and Contracts) beyond what is provided for in the grant.

#### 17.40 Standard Workload for Librarians and Archivists

- (a) The workload for a Librarian shall be determined by the University Librarian in consultation with the Research Services Head and the Librarian. Individual schedules of work for each Librarian are arranged in consultation with the Research Services Head.

The workload for an Archivist shall be determined by the University Librarian in consultation with the Research Services Head and the Archivist. Individual schedules of work for each Archivist are arranged in consultation with the Research Services Head.

- (b) The hours of work scheduled for full-time Librarians in the performance of their duties shall normally be thirty-five (35) hours per week. The normal hours of scheduled availability in the library shall not exceed twelve (12) per week and shall be fairly and equitably distributed during the operating hours of the library.

The hours of work scheduled for full-time Archivists in the performance of their duties shall normally be thirty-five (35) hours per week. The normal hours of scheduled availability in the archives shall not exceed twelve (12) per week and shall be fairly and equitably distributed during the operating hours of the Archives.

- (c) The schedules of Librarians may include weekend hours as part of the normal work week. Such assignments are to be shared equitably among Librarians.
- (d) Librarians normally shall not be assigned more than one (1) evening shift per week. Evening and weekend assignments shall be such that Librarians carry equitable loads.
- (e) Librarians and Archivists scheduled to work on a paid holiday as defined in Article 24.82 shall be compensated at the rate of one and one-half hours for each hour worked. Such assignments shall be fairly and equitably distributed among Librarians and Archivists.
- (f) On request of the Librarian and with the approval of the University Librarian and the Research Services Head, a Librarian's duties may be reduced.

On request of the Archivist and with the approval of the University Librarian, an Archivists' duties may be reduced.

#### 17.50 Standard Teaching Expectation (Instructors)

- (a) Instructors involved with laboratory/studio/theatre instruction shall have a maximum teaching expectation of eighteen (18) contact hours per week. This amount shall be decreased proportionately as other duties as defined in Articles 17.06.1 and 17.07 are assigned or if the position is half-time other than full-time.

- (b) Instructors may teach the equivalent of one six- (6) hour credit course during the Fall and Winter terms. Instructors in the School of Music may teach up to the equivalent of three (3) six- (6) hour courses during the Fall and Winter terms.
- (c) Instructors teaching credit courses shall receive a reduction of two (2) hours per week from their studio/laboratory contact hours per hour of classroom teaching.
- (d) Instructors shall be available in their offices for consultation with students for at least three (3) hours per week at stated times between the hours of 8:30 am - 6:30 pm, Monday through Friday.
- (e) Employees who have been offered an Instructor position pursuant to Article 11.14 shall have a teaching expectation of fifteen (15) credit hours.

17.70 Outside Employment

17.71 The University recognizes the value of Professors, Librarians and Archivists serving as consultants in ways that enhance their professional, scholarly and scientific competence. Full-time Employees may therefore engage in consultancy activities insofar as these are compatible with their University responsibilities and the general educational goals of the University. Such consultancy activities should not exceed one (1) working day per week for full-time Employees. Consultancy activities should not interfere with the normal timetable for lectures and laboratories or with the normal provision of library services. Employees shall notify their respective Dean, or for Librarians/Archivists the University Librarian, of consultancy activities via the Employee's Career Development Report in Article 15 and Article 55 respectively.

17.72 Commitments outside the University which are intended to be or probably will become of a major or continuing nature require the recommendation of the Head following consultation with the Department and written approval by the Dean or University Librarian, which shall be obtained prior to acceptance of the commitment.

17.73 The use of University equipment, for consulting purposes, is permitted subject to the following conditions:

- (a) Priority use of the equipment shall be teaching and research or library service.
- (b) Use of facilities or equipment for consulting purposes beyond occasional, incidental use requires the Professor or Librarian/Archivist to negotiate with the Dean of Research and Graduate Studies and the Head/Director of the Department/School or University Library to establish a reasonable rate for the use of the equipment or facilities. The rate shall take account of any commercial rate for similar equipment and incidentals, such as solvents, gases, paper, etc., provided by the Department/School.
- (c) In the case of teaching equipment, funds shall be credited to the Department/School/Library budget. In all other cases an equitable distribution between the Department/School/Library and research accounts must be agreed upon by the faculty member and the Department/School/Library.
- (d) Items (b) and (c) must have the written approval of the Faculty Dean or University Librarian.

- 17.74 Teaching commitments or library/archival commitments outside the University require the written approval of the appropriate Dean/University Librarian and the Head, Director, or Research Services Head. Such approval shall be obtained prior to acceptance of the commitment.
- 17.80 Research Assistance
- 17.81 Professors, Librarians and Archivists are expected to engage in research as part of their University duties and the Board shall encourage research and other scholarly and creative endeavours as its resources and priorities permit.
- 17.82 The Vice-President (Academic) shall work with the Dean of Research and Graduate Studies in assisting Employees in applying for external grants and contracts. The Dean of Research and Graduate Studies shall report annually to the Association on all efforts to assist Employees in applying for external grants and contracts.
- 17.83 Department Secretaries shall assist Employees by typing research material whenever time is available, as determined by the Head. Such research material shall be submitted through the Head.
- 17.84 If research grants are not available to assist in the necessary costs incurred in the publication of research in professional journals, the Board shall attempt to meet requests for aid if the proposed publication has been accepted by a refereed journal, or has been submitted to a refereed journal which demands a submission fee.
- 17.90 Occupational Health, Safety, Security, and Accessibility
- The Parties agree that the health and safety of Employees is an important mutual concern. The Parties agree that they shall cooperate in promoting the health and safety of Employees at the University and in effecting compliance with the Nova Scotia Occupational Health and Safety Act (the Act) ([http://www.gov.ns.ca/legislature/legc/statutes/occp\\_h\\_s.htm](http://www.gov.ns.ca/legislature/legc/statutes/occp_h_s.htm)).
- 17.91 The University Joint Occupational Health and Safety Committee (JOHSC) shall oversee health and safety in the campus community and monitor compliance with the Act.
- 17.92 The Employer agrees:
- (a) to act promptly on recommendations of the JOHSC;
  - (b) that the Association shall have the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety, security, and accessibility of Employees as they carry out their responsibilities;
  - (c) that quarterly inspections of the workplace shall be carried out by the JOHSC.
- 17.93 The Employer shall provide insofar as the Act specifies:
- (a) facilities, supplies, procedures, and services necessary to ensure the health, safety, security, and accessibility of Employees as they carry out their employment responsibilities on the Employer's premises;

- (b) information requested by the JOHSC to carry out its duties, including, but not limited to: all reports required by health and safety legislation; a list including place, date, and time of enquiries or complaints about health, safety, security, and accessibility issues made by Employees; and reports on inspections and responses to Employee enquiries and complaints;
- (c) protective equipment whenever such equipment is either required by the Act or the regulations pertaining to the Act or identified by the JOHSC for the safe performance of the Employee's responsibilities of employment;
- (d) training required by the provincial health and safety legislation and any other training as identified by the JOHSC.

17.94 Refusal to Work

In accordance with the Nova Scotia Occupational Health and Safety Act (sections 43/44; [http://www.gov.ns.ca/legislature/legc/statutes/occp\\_h\\_s.htm](http://www.gov.ns.ca/legislature/legc/statutes/occp_h_s.htm)), Employees have the right to refuse to work in an unsafe work environment.

17.95 Accessibility

- (a) The Employer agrees to provide access to buildings for persons with disabilities as per the Building Access Act ([www.gov.ns.ca/legislature/legc/statutes/buildacc.htm](http://www.gov.ns.ca/legislature/legc/statutes/buildacc.htm)).
- (b) The Employer shall provide Employees who qualify for and possess an Accessible Parking Identification Permit or Plate issued by the Province of Nova Scotia with designated parking immediately adjacent to the building housing their office. It is recognized that this may necessitate the relocation of the Employee's office. Upon the Employee's request, the Employer shall instead provide a designated parking space in an agreed upon location.

**Article 18.00**

**Grievance**

18.10 The Parties shall use every effort to encourage informal, amicable and prompt settlement of potential grievance arising from the administration of this Agreement. (See Article 30.23) However, the Parties recognize that one of the cornerstones of collective bargaining is a viable grievance procedure allowing for prompt and fair hearing of matters arising from the interpretation and application of the Collective Agreement. There shall be no discrimination, harassment or coercion of any kind against an Employee who elects to use these procedures.

18.11 Except as otherwise specified in this Agreement, the procedures detailed hereunder shall be the sole method to be used for the resolution of complaints or grievances arising from the interpretation and application of this Agreement.

18.12 All pending or unsatisfied grievances brought to the attention of either Party prior to the execution of this Agreement shall be subject to the grievance and arbitration procedures of this Agreement.

18.20 Definition of "Grievance"

A grievance is any complaint arising out of the interpretation, application, administration or alleged violation of this Collective Agreement or existing and approved practice if not in conflict with Articles of this Agreement, in which case the latter have precedence.

18.30 Who May Grieve

(a) The Association may grieve on behalf of any one Employee or a group of Employees or the bargaining unit as a whole.

(b) The Board may grieve.

18.50 Grievance Procedures

18.51 It is expected that the Parties shall attempt resolution of potential grievances through informal discussion between the Association and persons at the appropriate administrative levels. Employees shall be represented by designated member(s) of the Association Grievance Committee during such discussions. The Employer shall be represented by the appropriate administrator or by an administrator designated by the Vice-President (Academic) or the President.

If informal resolution attempts are unsatisfactory to the Parties, they may initiate formal grievance procedures.

18.52 Within thirty (30) working days of first learning of the event giving rise to the complaint, the Party wishing to initiate formal grievance procedures shall write to the Vice-President (Academic) notifying her/him of that intention, outlining the problem, and indicating attempts at an informal resolution. The Grievance shall be submitted using Appendix I in the Collective Agreement.

18.53 Where the Association is grieving on behalf of any one (1) Employee or a group of Employees the Vice-President (Academic) shall, within five (5) working days of receiving the grievance, arrange a meeting with the Employee or those Employees and the Association President or her/his representative. Where the Association is grieving on behalf of the bargaining unit as a whole, the Vice-President (Academic) shall, within five (5) working days of receiving the grievance, arrange a meeting with the Association President or her/his representative. This meeting shall take place within

ten (10) working days of the time the Vice-President (Academic) received the grievance, unless the Parties agree to extend this time limit.

Where the Board is grieving, the Vice-President (Academic) shall, within five (5) working days of receiving the grievance, arrange a meeting with the Association and the appropriate levels of administration.

- 18.54 At the above meeting, the Vice-President (Academic) or her/his representative shall indicate any steps that he/she feels might resolve the grievance, and shall take an active part in initiating those steps. She/he shall give her/his response to the grievance in writing within ten (10) working days of this meeting.
- 18.55 If a grievance involves the conduct of the Vice-President (Academic), the President shall carry out the functions of the Vice-President (Academic) specified in this Article.
- 18.56 If the grievance has not been resolved within ten (10) working days after receipt of the letter described in Article 18.54 either Party may file for arbitration.
- 18.80 Rights and Responsibilities of Grievors
- 18.81 The Association shall be present at all steps of the grievance and arbitration procedure and shall represent Employees throughout those processes. The Board shall be present at all steps of the grievance and arbitration procedure.
- 18.83 Failure of the Vice-President (Academic) to act within specified time limits allows the Association to proceed to arbitration.
- 18.83.1 Failure of the Parties to settle a grievance through the Grievance procedures allows either Party to file for arbitration.
- 18.84 A failed grievance may not be re-introduced.
- 18.86 Time Limits
- The time limits fixed in the grievance procedures may be extended by mutual agreement between the Parties.

Article 18.00 Appendix I

GRIEVANCE FORM

Employee's Name \_\_\_\_\_ Phone \_\_\_\_\_

Department/School \_\_\_\_\_

Employee Address \_\_\_\_\_

*Street/PO Box*

\_\_\_\_\_  
*Town*

\_\_\_\_\_  
*Province*

\_\_\_\_\_  
*Postal Code*

1. Nature of the Dispute:

2. Section(s) of the Agreement violated:

3. Facts of the Case: (attach separate page, if necessary)

4. Remedy sought:

5. Results of informal stage of settlement:

6. Signature of Employee

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

7. Signature of AUFA Representative

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Article 19.00 Arbitration**

19.10 No matter shall go to arbitration unless it has first been raised as a grievance, except in cases covered by Article 18.83 and cases of dismissal as indicated in Article 14.06.

19.20 If either the Association or the Board decides that a case should proceed to arbitration, it must serve notice within 10 working days of receipt of the letter described in Article 18.54.

19.30 Single Arbitrator

The Parties shall normally agree to use a single Arbitrator.

19.31 In cases requiring academic judgment, the Arbitrator shall be a current or former member of a faculty of a Canadian university other than Acadia University.

19.32 Within five (5) working days of receipt of notice provided for in Article 19.20, the Parties shall meet and appoint by mutual agreement an Arbitrator from the following list:

1. Brian Bruce
2. Susan Ashley
3. Bruce Outhouse
4. Milton Veinot

By mutual agreement, the Parties may appoint as Arbitrator a person not on the above list.

If the Arbitrator selected is not available within two (2) months of the date on which he or she is notified of his/her appointment a second shall be selected by mutual agreement. If the latter is not available within two (2) months then either of the Parties may ask the Minister of Labour for Nova Scotia to appoint an Arbitrator, informing the Minister of the provisions of Article 19.31.

If the Parties cannot come to mutual agreement on the appointment of an Arbitrator from the above list, then an appointment from the above list shall be determined on a rotating basis. If a person is not available within two (2) months of the date on which he or she is notified of appointment as Arbitrator, the next person in order of rotation shall be appointed. Whichever person is appointed, the next arbitration case shall be heard by the next person in rotation. If none of the persons is available within two (2) months of the date on which he or she is notified, then the person available at the earliest date shall be appointed Arbitrator or either of the Parties may ask the Minister of Labour for Nova Scotia to appoint an Arbitrator, informing the Minister of the provisions of Article 19.31.

19.33 The Arbitrator shall hold its first hearing within a reasonable time after his/her appointment.

19.34 Should the Arbitrator resign for any reason, the Parties shall appoint a replacement according to 19.32.

19.35 The Arbitrator shall not have the right to alter any matter covered by this Agreement.

19.36 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding on all Parties. The decision shall be put into effect without delay.

- 19.37 Expenses of the Arbitrator
- Each of the Parties shall jointly share the fees and expenses of the Arbitrator and other expenses of the hearing. Costs of counsel shall be borne by the Party retaining same.
- 19.40 Arbitration Board
- In some cases, instead of a single Arbitrator, the Parties may agree to use an Arbitration Board.
- 19.41 In cases requiring academic judgment, the members of the Arbitration Board shall be current or former members of a faculty of a Canadian university other than Acadia University.
- 19.42 The Arbitration Board shall be composed of three (3) persons: one (1) appointed by the Association, one (1) appointed by the Board, and an Arbitrator, appointed by mutual agreement according to 19.32, who shall act as Chair.
- 19.43 The Arbitration Board shall hold its first hearing within a reasonable time after its constitution.
- 19.44 A quorum of the Arbitration Board shall be all three (3) members.
- 19.45 Should a member of the Arbitration Board resign for any reason, a replacement shall be designated by the Party or Parties who originally appointed that member.
19. 46 Decision of the Arbitration Board
- The decision of the majority shall be the decision of the Arbitration Board. When there is no majority decision, the decision of the chair shall be the decision of the Arbitration Board.
- 19.47 The Arbitration Board shall not have the right to alter any matter covered by this Agreement.
- 19.48 Expenses of the Arbitration Board
- Each Party shall pay the cost of its appointee. Each of the Parties shall jointly share the fees and expenses of the chair and other expenses of the hearing. Costs of counsel shall be borne by the Party retaining same.
- 19.50 Technical and Formal Irregularities
- Technical and formal irregularities in processing a grievance shall not prevent the rendering of a valid decision by the single Arbitrator or by the Arbitration Board on the substance of the dispute.
- 19.60 Time Limits
- The time limits fixed in the grievance and arbitration procedures may be extended by mutual agreement between the Parties.

**Article 20.00 Tenure-Stream Position Complement**

20.01 Except with the consent of both Parties, there shall be no layoff of Employees for redundancy, or for any financial reason, during the lifetime of this Agreement. Termination of employment during the period of appointment shall only be by resignation or for just cause (as set forth in Article 14).

20.02 The Tenure-Stream Position Complement is defined in Article 1.08.01.

There shall be a minimum Tenure-Stream Position Complement of 182. This Complement number shall be the count on 1 July.

20.03 The Board may leave unfilled vacancies caused by natural attrition, or by the expiry of contractually limited term appointments; or, it may transfer such positions to other academic units.

Such decisions which have not been made by Senate and which result in a net permanent reduction of the authorized complement of a unit, or which result in a change in the type of position within a unit (e.g., tenure to CLT), may be appealed by the unit through the Head to the Teaching Complement Committee. Such appeal must be made within fourteen days of the decision being communicated to the Head of the unit by the Dean.

20.04 The Teaching Complement Committee shall consist of three members of faculty appointed by the Association (one from each Faculty), three members of the administration who also hold academic appointments chosen by the Board, and the Vice-President (Academic) of the S.R.C. A chair shall be jointly chosen from the preceding by the Association and the Board, and shall have a vote.

20.05 The Teaching Complement Committee shall meet and reach a decision on the appeal within fourteen days of receipt of the appeal. In reaching its decision the Committee shall invite a representative of the Department and a representative of the Board to appear before it. The Committee shall consider all evidence presented which shall include consideration as to whether the unit will remain academically viable in the face of the proposed reduction, academic viability involves maintenance of coherent programs which meet national standards as defined within the academic discipline.

20.06 In the event that the Teaching Complement Committee agrees with the appeal it shall forward its recommendation to Senate via a member of Senate, for a decision on the matter by Senate. If Senate agrees with the appeal it shall send the matter forward to the Board for reconsideration giving reasons for supporting the appeal. In the event that the Teaching Complement Committee rejects the appeal, the issue shall end at that point as far as this Collective Agreement is concerned.

20.07 Professors appointed during the period of the Collective Agreement so staff newly approved and externally-funded programs are excluded from this Article.

**Article 21.00 Remuneration of Employees**

21.01 A salary grid incorporating the principles agreed appears as Appendix C for all full-time Employees and Appendix I for part-time Employees for each of the years of this Agreement, with effective dates as noted.

On 1 July of each year this Collective Agreement is in effect beginning in 2010, all Employees covered by Appendix C shall move up one (1) full grid step until the ceiling of the scale is reached.

21.02 Contractually Limited Term Appointments

During the term of this Agreement it is understood that all Employees on Contractually Limited Term Appointments (Article 10.08 and Article 50.08) where the number of months worked in any academic year is less than twelve (12), shall receive salaries that are a fraction (where the numerator is the number of months worked and the denominator is twelve) of the appropriate grid salary in Appendix C.

21.03 Retroactive Salary

Retroactive salary increases for Employees shall be distributed no later than the end of the month which follows the signing of the Agreement.

21.04 Per Course Payment

Effective 1 July 2010, the per course payments shall be 1/10 of step 1 of the Lecturer scale, in accordance with Appendix H and I. Placement on the part-time signed grid shall be determined by precedence.

Per course payments are inclusive of vacation pay.

A course that is normally supplemented by a laboratory period shall be remunerated in accordance with article 17.32, up to a maximum of 1.5 times the above fee.

21.05 Correspondence Courses

An Employee offering correspondence courses during the period of this Agreement shall be remunerated according to the rate in Appendix H for each full credit course registrant.

21.07 Effective 1 July 2010 and for the remainder of this Collective Agreement, Employees service as heads shall during the period they serve as heads, receive a stipend in addition to their base salary, computer by the following formula:

\$1,725 per annum plus \$210 times the number of filled Tenure Stream, CLT and Instructor positions in their Department, excluding the Head. The Research Services Head in the Library shall receive a stipend of \$1,725 plus \$210 times the number of full-time Academic Librarian positions.

21.08 Assistant Deans

Assistant Deans shall receive a stipend of \$2,000 each.

21.09

For Canada Research Chairs, the Board shall supplement the base salary associated with an Employee's rank and step with a stipend on an annual basis ranging from \$5,000 to \$15,000 for Tier 2 Chairs or from \$10,000 to \$30,000 for Tier 1 Chairs, pro-rated for partial years or months of service in the position. The stipend is in effect only for the period during which an Employee holds the Chair as funded by the Canada Research Chairs program.

**Article 22.00     Anonymous Material**

Anonymous material shall not be used in the implementation of any Article of this Agreement and shall be destroyed by the Parties with the exception of student evaluations as provided for in Article 15.55.

**Article 23.00 Pensions**

23.10 Pension Plan

The plan shall follow the provisions described in the Acadia University Revised Staff Pension Plan effective June 1, 1971 as revised from time to time.

23.20 Changes in the Pension Plan

The Pension Committee shall continue to oversee the plan and make recommendations concerning changes in the plan.

23.21 The Association shall have representation on any committee dealing with changes in the Pension Plan.

Changes in the Pension Plan shall be put to a vote (secret ballot) by all participants in the Plan, and their decision shall be determined by a simple majority of votes cast.

**Article 24.00 Leaves, Absences, Vacations and Exchanges**

**24.10 Sabbatical Leave**

Sabbatical leave is the earned right of any Professor or Librarian who is granted leave by the Sabbatical Leave Committee.

Sabbatical leave is intended to provide an opportunity for Professors and Librarians to pursue scholarly interests which are related to their academic and professional responsibilities and which would be of sufficient scholarly or pedagogical contribution to justify its being granted. Such leaves will normally be pursued at other locations such as universities.

Those Employees who are eligible to apply are:

- (a) full-time Professors with permanent tenure who are in their third or subsequent year of service;
- (b) non-tenured Professors who are in their sixth or subsequent year of consecutive service and who have not been denied tenure;
- (c) Librarians with a continuing appointment who are in their sixth or subsequent year of consecutive service.

24.11 Periods of leave may be for a full or half University year, the period being 1 July to 30 June for a full sabbatical, and 1 January to 30 June or 1 July to 31 December for half sabbaticals. Professors or Librarians who are eligible for a six- (6) month leave on 1 July of an academic year, but opt to take their leave from 1 January to 30 June of that year shall be given six (6) months of credit toward a subsequent leave. The salary for leave shall be according to the following scale:

12-Month Leaves

| <u>Eligible Service<br/>(years)</u> | <u>Sabbatical Salary<br/>(per cent)</u>  |
|-------------------------------------|--|
| less than 6                         | 13.3% per year   |
| 6 or more than 6                    | 80%  |
| first leave                         | 100% for the first twelve (12) months of sabbatical leave except for those first appointed at the Associate Professor or Full Professor Rank |

6-Month Leaves

| <u>Eligible Service<br/>(years)</u> | <u>Sabbatical Salary<br/>(per cent)</u> |
|-------------------------------------|---|
| 3 and more                          | 80%                                     |

In the determination of years of service at Acadia, interrupted service may be totalled if such provision is included in the most recent letter of appointment.

Professors or Librarians with six (6) or more years eligibility, whose applications have been approved, and who have been asked by their Sector to delay for one (1) year, shall be granted leave the next year and shall receive one (1) year of credit toward a subsequent Sabbatical Leave.

In all cases, full group insurance benefits shall be provided.

- (a) Salaries for Professors and Librarians on Sabbatical Leave who have accumulated years of eligibility in both full-time and half-time status shall be calculated on a pro rata basis. For example, a Librarian with six (6) years of eligibility who has been full-time for four (4) years and half-time for two (2) years would be paid at:

Full-time salary x 80% x 10/12

24.12 There shall be a Sabbatical Leave Committee which shall:

- (a) review and make decisions on all applications for Sabbatical Leave based on the information provided under Article 24.13; a decision to defer the leave shall be made only after consultation with the applicant's Department;
- (b) maintain records of Sabbatical Leave applications and reports.

24.13 Procedures for Applying for Sabbatical Leave

- (a) Employees who are eligible for Sabbatical Leave may make an application on the appropriate form (as contained in Appendix I) in writing to the Head and send a letter stating the dates of an intended Sabbatical Leave to the vice-president (Academic) by 1 October of the year preceding the year in which the Leave is to be undertaken. An up-to-date Curriculum Vitae shall form part of the application. The Employee shall submit a Sabbatical Leave project which demonstrates to the satisfaction of the Department and the Committee that the Leave will be of sufficient scholarly or pedagogical contribution to justify its being granted.

Professors or Librarians who wish to defer their application for sabbatical leave for one year shall submit a letter by 1 October of the year preceding the year in which the leave would normally have been undertaken to their Head with a copy to the appropriate Dean or University Librarian outlining the reasons for their deferral. If this deferral is approved by their Department they shall be granted one year of credit towards a subsequent sabbatical leave. Professors or Librarians who have been granted a one-year deferral shall apply the following year.

- (b) If the Department envisions that granting leave to an individual will severely limit the program of study of a number of students, or the delivery of library services, the Department may ask that the applicant's leave be deferred. Such a recommendation for deferment should be made to the Sabbatical Leave Committee by 21 October of the year in which the application is made with copies to the applicant and the appropriate Dean or University Librarian. To minimize such deferrals, the Department should undertake long-range planning for Sabbatical Leaves.
- (c) In all cases, the Department shall forward, using the form in Appendix I, the complete application together with its recommendation to the Dean or University Librarian by 21

October. Where the Sabbatical Leave project is directed primarily toward enhancement of teaching, the Department shall indicate how the project fits into its overall instructional program. For Employees, the plan shall indicate how it will impact on the factors outlined in Article 17.01-17.07. Where the leave project is directed toward enhancement of a Librarian's professional skills or ability to deliver service, the Department shall indicate how the project fits into the overall plan for the Library.

- (d) The Dean or University Librarian, with consideration of the Department's overall sabbatical plan and for its proposed replacement plan, shall submit a recommendation using the form in Appendix I to the Sabbatical Leave Committee by 30 October. The Dean's/ University Librarian's report shall clearly indicate the impact of the leave on the Department's ability to carry out its academic or library programs and provide service to students.

24.14 The Sabbatical Leave Committee shall be composed of:

- (a) the Vice-President (Academic);
- (b) one (1) Professor appointed by the President;
- (c) four (4) members elected by Professors and Librarians. The elected Committee members shall serve for three (3) years. No elected member shall be eligible for re-election to the Committee for a subsequent term until one (1) year without service has elapsed. Elections shall take place annually on or before 1 March;
- (d) one student appointed under the auspices of the Students' Representative Council.

24.15 Should a member of the Committee have a conflict of interest with respect to a particular candidate or should any member of the Committee be a member of the Department concerned, such member shall withdraw from the Committee during deliberation on such applications. Should a member of the Committee decide to apply for leave, that person shall be required to resign from the Committee before submitting an application for leave. An elected member shall be replaced by a member named by the Committee. An appointed member shall be replaced by the President.

24.16 The difference between an Employee's salary and her/his sabbatical salary shall be used to fund replacements for Employees on sabbatical leave.

24.17 Because of a particular situation in a Department, a leave for which an Employee is eligible may have to be postponed (see Article 24.11).

24.18 The Sabbatical Leave Committee shall, through its Chair, make its decision concerning leaves known to the President in writing, with copies to the applicants and the appropriate Head, and the appropriate Dean or University Librarian. The Committee shall render a decision based on its evaluation of the items identified in 24.13.

The Dean of each Faculty and University Librarian, after consultation with the unit Head(s), shall recommend the distribution of replacements within the units on the basis of the funds available.

24.20 Employees shall be notified by 31 December whether or not leave is to be granted and shall confirm acceptance of an offered leave by 1 February. The Department shall be notified on the same date. Once an Employee's plan for Sabbatical Leave has been accepted, he or she is expected to carry it out.

Employees may only be granted an exemption if the Head, Dean or University Librarian and Vice-President (Academic) are all in agreement.

- 24.21 Leaves of absence without pay as per 24.70 shall not be counted as time gained in eligibility for Sabbatical Leave.
- 24.22 In determining eligibility for Sabbatical Leave, the possibility of taking into account years of service at another university must be stated in the letter of appointment.
- 24.23 On return to the University, the recipient of Sabbatical Leave shall submit a written report to the Vice-President (Academic) with copies to the Dean or University Librarian and Head, as well as the Sabbatical Leave committee. Such a report shall be submitted within ten (10) weeks of the completion of the leave. These reports on Sabbatical Leaves shall be reviewed by the Sabbatical Leave Committee. If requested by the Sabbatical Leave Committee or the Dean, the Employee shall present a public lecture on the scholarly developments made during the leave. The Dean/University Librarian shall establish a schedule of such lectures during the academic year immediately following the end of the leave.

The Professor's or Librarian's total employment income shall not exceed 120% of the salary they would have received had they remained at the University. Any excess above that amount shall be remitted to the University within ninety (90) days of the end of the leave period.

Returning Professors and Librarians are required to submit a financial statement to the Vice-President (Academic) within sixty (60) days of the end of the leave period.

- 24.24 The Employee shall have to make a formal request prior to 1 April preceding the approved period of Leave for any major changes in the Employee's plan for Leave. The request shall be addressed to the Dean or University Librarian who shall consult with the Department.

24.25 Conversion of Portion of Salary to Research Grant Income

In accordance with the regulations of the Canadian Revenue Agency, the Employer shall assist a recipient of Sabbatical Leave in converting up to 5% of their annual salary to grant income. The Parties agree that the conversion of salary income to grant income adhere to the following guidelines:

- (a) Grant income shall not be treated as employment income, but rather as T4A (other) income.
- (b) The Employee shall be responsible for claiming allowable research expenses (see Canada Revenue Agency Interpretation Bulletin IT-75R3) against the grant income.
- (c) Grant income shall be included with salary income in the calculation of University Pension contributions, Group Life Insurance and Long Term Disability Coverage.
- (d) The calculation of CPP and EI contributions shall only be based on salary income.
- (e) An Employee wishing to convert up to 5% of their annual salary to grant income shall notify the Director of Human Resources, no later than 1 June prior to the start of their sabbatical leave, of the amount to be converted.

24.26 Employees who have been granted a leave in accordance with Article 24.40, 24.60 or 24.61 during a sabbatical leave are entitled to defer their sabbatical leaves for the period covered by the second leave. Terms for the resumption of the sabbatical leave shall be determined by the Employee and the Vice-President (Academic) in consultation with the relevant Department and the Association.

24.30 Political Leave of Absence

The Board recognizes that Employees ought to be as free as are members of any profession to participate in public life. It shall, therefore, upon written request, grant leaves of absence to Employees who are candidates in a federal or provincial election, but subject to the following conditions.

24.31 Employees shall be entitled to leave of absence with full salary and Group Insurance Benefits during the election campaign as follows:

- (a) for election to the parliament of Canada: one (1) month's leave;
- (b) for election to the Legislature of Nova Scotia: one (1) month's leave.

24.33 Employees who are elected shall be entitled to leave of absence as follows:

- (a) to the Parliament of Canada: full-time leave of absence without pay during one (1) term of office;
- (b) to the Nova Scotia Legislature: full-time leave of absence during one (1) term of office without pay.

24.34 Jury Duty

24.35 Employees summoned to be court witnesses or for Jury duty shall notify their Dean or University Librarian as soon as possible.

24.36 Employees summoned to be witnesses or for Jury duty shall be entitled to full salary and allowances.

24.40 Family Leave

Family leave is a combination of maternity and parental leave. The maximum combined maternity and parental leave to which an Employee is entitled is fifty-two (52) weeks. Eligible full-time Employees shall be granted such leave in accordance with the following provisions.

24.41 A. Maternity Leave

Maternity leave is available to the birth mother or surrogate mother for a maximum of seventeen (17) weeks. The maternity leave may begin eight (8) weeks prior to the expected date of delivery, or at the week she gives birth, and end not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the leave began.

If the newborn child is hospitalized, then the seventeen (17) week limit can be extended for every week the child is hospitalized up to fifty-two (52) weeks following the week of the child's birth. In cases where complications arise from the pregnancy and prior to the date of delivery, she shall be entitled to sick leave as provided under Article 24.60.

An Employee requesting maternity leave:

- (a) shall notify her Head at least ten (10) weeks in advance of the expected due date that she is pregnant and specifying the anticipated date of delivery.
- (b) shall notify her Head at least four (4) weeks in advance of the date she shall begin her maternity leave and the date she shall return to work unless the Employee is taking the maximum to which she is entitled. These dates can be amended with four (4) weeks' notice to the Head.

B. Parental Leave

Employees are eligible for parental leave for up to fifty-two (52) weeks, less any time taken for maternity leave. Parental leave begins upon the expiry of the maternity leave without the Employee returning to work, or anytime following the birth or arrival of the child(ren) into the Employee's home and ends not later than fifty-two (52) weeks after the child(ren) first arrives in the Employee's home. The Employee shall give four (4) weeks notice to the Head of the date the leave shall begin and four (4) weeks notice of the date of the return to work unless the Employee chooses to take the maximum leave to which the Employee is entitled.

24.42 Eligibility for parental leave is as follows:

- (a) Employees completing maternity leave may request a parental leave to be contiguous with maternity leave in 24.41. Employees may request parental leave as per 24.41(B).
- (b) Employees who have principal responsibility for the care of an infant who is less than twelve (12) months of age and who is either the natural or adoptive child, or in the full legal custody of the Employee.
- (c) Employees who adopt a child less than school age.

24.43 Appropriate Documentation

Appropriate documentation which certifies satisfaction of the requirements of 24.42 (b) and 24.42 (c) shall accompany an Employee's request for parental leave.

24.44 Deferral Option

An Employee is entitled to only one interruption and deferral of parental leave in cases where parental leave has begun, and the child is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to resume work and defer the unused portion of the parental leave until the child is discharged from hospital. An Employee who intends to use the deferral option must give the employer as much notice as possible of the dates of resumption of work and resumption of leave and provide the employer whatever proof is reasonable to support the Employee entitlement to the option.

24.45 Supplementary Family Leave Benefit

The supplemental benefit payable by the University for an approved Family Leave is an amount which combined with the employment insurance benefit shall be equal to 100% of the Employee's salary at

the commencement of the leave. The eligible Employee is entitled to a family leave benefit, payable for a maximum period of twenty-five (25) weeks. If both parents are employed at Acadia University, either one parent may take the benefit paid period or it can be split between the two parents.

24.46 The Department of Human Resources and the Employee shall mutually cooperate as necessary with respect to the benefits, pension and administrative mechanisms of the leave. Both the Board and the Employee shall maintain their respective contributions to the Group Insurance program during the family leave.

24.47 The family leave period identified as being eligible for cost-shared pension service shall be the two weeks of employment insurance waiting period and the twenty-five (25) weeks of family leave benefit (27 weeks total). Because pension service is credited in monthly increments, the twenty-seven (27) weeks shall equal six (6) months of pension service ( $27 \div 4.33 = 6.24$  rounded to 6 months). Leave periods of less than twenty-seven (27) weeks shall be pro-rated using the same formula and rounded down to the whole number. Example:  $20 \text{ weeks} \div 4.33 = 4.6$ ; rounded to 4 months. If the Employee elects to purchase this service during the leave, the Employer and the Employee shall maintain their respective contributions for this period.

If the Employee elects not to purchase this service, then it shall be treated as eligible pension service available to purchase and it shall be administered under the existing fall pension service buy-back program. Either way, the Employee shall be responsible for the full cost of the pension service purchased.

The remaining eligible pension service (family leave taken less the twenty-seven (27) weeks) shall be available to be purchased either during the leave period or during the fall buy-back program. Either way, the Employee shall be responsible for the full cost of the pension service being purchased.

24.60 Sick Leave

(a) When, either:

(i) an Employee is, for medical reasons, suddenly unable to fulfill his or her responsibilities as outlined in Article 17 because of illness, the Employee shall inform the Head of the length of his or her anticipated absence. If the absence is for a period of less than two (2) weeks, the procedures of article 10.45 or 50.45 apply. If the anticipated absence is for longer than two (2) weeks, the Employee may request, through the Head, long-term sick leave.

or

(ii) the Head, in consultation with the Dean or University Librarian, believes that illness is the basis whereby Employees are unable to carry out their responsibilities, the Board may place the Employee on long-term sick leave.

In either case, the Employee shall cooperate with the Head and the Director of Human Resources in the determining the extent of the illness.

(b) When the Head receives or makes a request for long-term sick leave, he or she shall inform the Vice-President (Academic) and the Director of Human Resources. The Vice-President

(Academic) in consultation with the Head and the Dean shall authorize replacement positions in accordance with the procedures of article 10.45 or 50.45.

- (c) The Employee shall provide a medical report from her/his physician. The Director of Human Resources, in consultation with the Head, shall determine whether a second medical opinion from the University Physician is required. Upon certification from the Employee's physician (in consultation with the University Physician in cases where a second medical opinion is required), full salary shall be paid to Employees during the first six (6) months of such illness. The Director of Human Resources shall write a letter to an Employee who has been granted long-term sick leave with copies to the Head and Vice-President (Academic), confirming the details of the leave.
- (d) Any further provisions for salary continuance after six months of illness are provided by the Group Insurance Program as applicable. Preceding a return to regular employment, the Employee's physician (in consultation with the University Physician in cases where a second medical opinion is required) shall certify to the Vice-President (Academic) that the Employee is again able to carry out her/his responsibilities.
- (e) When the University Physician has received medical advice that an Employee is unlikely ever to recover health sufficiently to return to work, the President may with the agreement of the President of the Association terminate the Employee's appointment.

24.61 Compassionate Leave

Employees requesting compassionate leave shall notify either the Head, the Dean, or the VP (Academic), stating the reasons they are requesting the leave, and the length of time of the anticipated leave. For the first eight (8) weeks of the leave, the Employer shall pay the difference between the amount received from Employment Insurance Compassionate Care Benefits and 100% of the Employee's regular salary. If the length of the leave extends beyond eight (8) weeks, the Employee's salary shall be determined by the Employee, or the Association acting on behalf of the Employee, and the Vice-President (Academic). Employees on compassionate leave shall retain full benefits for the duration of their leave.

24.62 The Vice-President shall ensure that funds are made available to cover the costs of making substitute arrangements in consultation with the Dean or University Librarian for the loss of service due to maternity, family, adoption, sick and compassionate leave.

24.70 Leaves of Absence

Leaves of absence without pay may be granted to Employees. The Board, if requested, shall replace such Employees in a manner deemed appropriate by the Dean or University Librarian. Such leaves include the privilege of continued participation up to a total of two (2) consecutive years in the Group Insurance Plan, provided that the Employee on leave pays both his or her and the University's obligations in this regard. Leaves of absence may be granted for a variety of reasons such as further studies, special service for the Government and Canadian International Development Agency. Only in exceptional circumstances can leave of absence be extended beyond two (2) years, and in no case can a leave be extended beyond three (3) years.

Employees shall notify Human Resources prior to the commencement of the leave, of their intention regarding Group Insurance coverage. Except in the case of Family Leave, an Employee returning to

work shall do so at the current pay rate for the grid step they were on at the commencement of the unpaid leave.

- 24.71 The Employee shall submit his or her application to the Dean or University Librarian, with a copy to the Head, by 1 December of the year preceding that for which leave is being sought. The Dean or University Librarian, after consultation with the Head and Department, shall recommend to the Vice-President (Academic) with written reasons whether or not the leave should be granted. The Vice-President (Academic) may ask the Dean or University Librarian to reconsider her/his recommendation and give reasons for such request. The Vice-President (Academic) shall then make a recommendation to the President. Following this reconsideration, the Employee shall be notified of the President's decision by 31 December and shall accept or reject any offer by 1 February.
- 24.72 If the request for leave of absence is denied, the applicant shall be given written reasons for the denial.
- 24.73 Employees on any leave under this Article shall have voting rights within the unit or faculty on any matter during the period of the leave. The Head or Dean shall notify the Employee of any upcoming votes within the unit by sending an email to the Employee's University email account. Where possible, the Employee shall be given no less than three (3) working days to exercise his or her voting rights, and shall be allowed to vote by e-mail.
- 24.80 Vacations, Absences, Holidays
- 24.81 The full-time employment year shall normally be from 1 July to the following 30 June.
- a) Every full-time Employee is entitled to vacation annually for one month's duration during that part of the year when the University is not in regular Fall/Winter session.
  - b) Contractually Limited Term Professor appointments of less than twelve (12) months shall be entitled vacation pay of 8.33% of their sessional appointment earnings. This amount is paid to the Employee monthly over the course of the appointment.
  - c) Instructor appointments of less than twelve (12) months shall be entitled to vacation pay of 8.33% of their sessional appointment earnings. This amount is paid to the Employee monthly over the course of the appointment.
  - d) Librarian appointments of less than twelve (12) months shall be entitled to vacation pay of 8.33% of their sessional appointment earnings. This amount is paid to the Employee monthly over the course of the appointment.
- Employees shall cooperate with other members of their Department in making the arrangements necessary so that the business of the University can be carried on during their vacations.
- 24.82 In addition to annual vacation, Employees are entitled to the following holidays: Canada Day; Civic Holiday (if declared); Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; New Year's Day; Good Friday; Victoria Day and any other day proclaimed as a holiday by the University or as a statutory holiday by federal or provincial authorities.
- 24.83 Employees are required to spend the remainder of their time fulfilling their responsibilities under Article 17.01-17.07.

24.84 Employees shall inform their Head of their whereabouts during recesses of the University and shall cooperate in making arrangements for the handling of any departmental or University business that may arise between terms.

24.85 When, because of their absence from the University or for any other reason, Employees foresee that their regular work schedule may be interrupted, they must notify their Head to ensure that the work of the University is effectively carried on.

24.86 In all cases not covered by the provisions of Articles 24.80 to 24.85, arrangements shall require the approval of the Dean or University Librarian.

24.90 Exchanges

The Parties agree that academic/professional exchanges between Employees are particularly valuable. The Parties further agree that such exchanges shall be implemented within the following guidelines:

- (a) before an exchange may be implemented, the recommendation of the Head and the Dean of the Faculty or University Librarian shall be necessary; the exchange shall be approved by the Vice-President (Academic);
- (b) Employees wishing to become part of such an exchange must make application to the Department by the deadline provided in the Collective Agreement for the submission of applications for Sabbatical Leave;
- (c) each Exchange Employee shall retain her/his home university salary, pension rights and other benefits;
- (d) all costs of medical insurance and/or treatment relating to an Exchange Employee and her/his dependents shall be that person's responsibility;
- (e) Acadia University shall provide to the Exchange Employee who comes to this University all normal Employee facilities and shall extend all normal Employee privileges;
- (f) the exchange shall not interfere with an Acadia Employee's seniority towards tenure (Professor), promotion, or Sabbatical Leave;
- (g) an Acadia Employee who participates in an exchange shall be regarded as being on leave from Acadia University;
- (h) such exchange shall not normally be considered for more than one (1) year.

24.95 Secondment of Faculty Members and Librarians

The Parties agree that the secondment of Employees to positions in government and/or business or to other duties in the University is valuable. The Parties further agree that such secondments shall be implemented as set out in the following manner:

- (a) prior to the implementation of a secondment, the recommendation of the Head and the Dean of the Faculty or the University Librarian shall be necessary; the secondment agreement shall be approved by the Vice-President (Academic);
- (b) the Employee wishing to become seconded must make application to her/his Department by the deadline provided in this Agreement for the submission of applications for Sabbatical Leave;
- (c) the seconded Employee shall retain her/his University salary, pension rights and all other benefits. If the individual is seconded to an organization external to the University, the University shall be fully compensated by the government or organization to whom the individual has become seconded;
- (d) the duration of the secondment shall be negotiated at the time of its commencement and may be renewed with the agreement of the Board;
- (e) the responsibility of the Association for one of its members who is engaged in a secondment shall be limited to that individual's relationship to Acadia University;
- (f) where deemed appropriate and desirable by the University, the seconded Employee may attempt to work out an exchange secondment with an individual from the government or organization to which he/she is to be seconded; any seconded individual coming to Acadia University shall be bound by the same regulations as outlined in Article 24.90;
- (g) secondment to a position other than an academic position within Acadia shall be considered to be the same as a leave of absence for any Acadia Professor or Librarian in so far as seniority towards tenure, promotion and Sabbatical Leave are concerned;
- (h) such secondments shall not normally be considered for more than one (1) year.

24.98

#### Doctoral Study Leave

- (a) Eligibility for doctoral study leave shall be restricted to those on continuing or probationary appointments or to those who have completed at least twenty-seven (27) months of full-time employment at Acadia in a three consecutive year period and who are in the first or second year of a further three year CLT appointment which is contiguous with the above appointment.
- (b) Remuneration for doctoral study leave shall parallel that for Sabbatical Leave at the appropriate level of salary, with the balance reverting to the library or Faculty concerned.
- (c) The Sabbatical Leave Committee shall be reconstituted as the "Study Leave Committee" to assess the merit of study leave proposals and shall review and make recommendations on applications for doctoral study leave. The composition of the committee for the review of applications for study leave and other conditions of the leave shall be as prescribed for Sabbatical Leave under Articles 24.13 through 24.24.
- (d) Procedures for applying for doctoral study leave are as follows:

- (i) Employees who are eligible for doctoral study leave shall make application in writing by 1 October of the year preceding the year in which the leave is to be taken. The application must include an up to date curriculum vitae and a study plan which demonstrates to the satisfaction of the Study Leave Committee that the leave will allow the applicant substantially to complete his or her doctoral research and dissertation.
  - (ii) The applicant must have the majority approval of his or her unit in order to apply for doctoral study leave.
- (e) As a condition of being awarded a doctoral study leave, the Employee must agree in writing that seniority towards any future sabbatical shall date from the time when eligibility for the first sabbatical would normally have occurred.
- (f) The recipient of a doctoral study leave is expected to serve at Acadia for at least a total of six (6) years continuous employment (not including the doctoral study leave) since the time of first appointment. An individual who does not return after the doctoral study leave shall reimburse the University by the full amount of the salary received during the leave. Those who return but who choose not to serve the balance of the six- (6) year period shall provide reimbursement on a pro-rated basis. This reimbursement shall not be required should the individual lose his or her position because of University decisions.

Article 24.00 Appendix I

Acadia University  
APPLICATION FOR SABBATICAL LEAVE

Name of Applicant: \_\_\_\_\_

Present Address: \_\_\_\_\_

Office Telephone: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Department/School: \_\_\_\_\_

Date of Appointment at Acadia: \_\_\_\_\_

Present Academic Rank: \_\_\_\_\_

Date of Continuing Appointment: \_\_\_\_\_

Date of Tenure: \_\_\_\_\_

Date(s) of previous Sabbatical Leave(s): \_\_\_\_\_  
\_\_\_\_\_

Please provide the following information:

1. Nature of your most recent Sabbatical Study
2. Dates of Sabbatical Leave for which you are asking
3. Location of proposed Sabbatical activity.
4. Statement of the program and nature of your Sabbatical Plan. (Attach in greater detail on separate sheets a full description of the activities you intend to pursue while on Sabbatical, giving specific dates, places, person with whom you will work, and copies of applications for any grants you are seeking.)
5. Comment upon the relevance and benefit of this plan to you personally, your Department/ School, and to the University.
6. Should you intend to be involved in teaching through Open Acadia, indicate how this intention fits within your sabbatical plan.
7. Attach curriculum vitae (Article 24.13).
8. Date Application \_\_\_\_\_
9. Sign Application \_\_\_\_\_

From the Department

1. Departmental evaluation of the sabbatical plan's potential for making a scholarly, pedagogical or professional contribution (Article 24.13).
2. If the sabbatical focus is on teaching, how does the project fit into its overall instructional program?
3. If the sabbatical focus is on a Librarian's professional skills or ability to deliver service, how does the project fit into the Library's plan?
4. If the sabbatical focus is on an Instructor's professional skills or ability to improve expertise in his/her area of responsibility, how does the project fit into the Department's plan?
5. Is there a request for deferral (Article 24.13(b))?
6. Signature of Head \_\_\_\_\_

From the Dean/University Librarian

1. Dean's/University Librarian's evaluation of the sabbatical plan's potential for making a scholarly, pedagogical or professional contribution (Article 24.13(d)).
2. Is there a request for deferral?
3. Signature of Dean/University Librarian \_\_\_\_\_

**Article 25.00 Professional and Personal Development Allowances**

25.10 Professional Development Fund

On the recommendation of the Vice-President (Academic), the Board shall grant full tuition for courses taken as "professional development" offered by an institution other than Acadia University up to a maximum of \$1,500 in a three-year period (beginning at the date of first request) and continuing on that cycle as stated in this or previous Collective Agreements to a given Employee. The Board shall grant expenses incurred for courses, workshops, and seminars attended as professional development. The total sum expended by the University shall not exceed \$10,000 for any one year.

25.11 Grants for professional development shall not be accorded to Employees taking courses which may lead to a degree in their field of study.

25.20 Tuition Discounts

The tuition fees charged to the dependent children or spouse of a full-time Employee in respect of any or all credit courses taken at the University shall be one-half (0.5) of the standard fees.

25.21 To qualify for this benefit, a full-time Employee must be employed by the University during the academic year or term for which the allowance is being claimed.

25.30 Moving Expenses

Subject to the provisions of Article 13.03, the Board shall pay to new Employees their actual moving expenses up to the equivalent of one month's salary.

25.31 In exceptional cases, and at the discretion of the Board, actual moving expenses may be paid.

25.32 Failure to fulfill the conditions as specified in the letter of appointment shall result in the reimbursement of moving expenses on a pro rata basis.

25.40 Beginning 1 July 2011, the Board shall pay to tenure-stream Professors and to Librarians with probationary or continuing appointments a minimum of \$2,500 in start-up funds upon their first day of employment.

25.54 Travel and Professional Allowance Fund

For the fiscal year beginning 1 April 2010, the Board shall provide a sum equal to \$2,000 times the number of full-time Employees.

For the fiscal year beginning 1 April 2011, the Board shall provide a sum equal to \$2,250 times the number of full-time Employees.

For the fiscal year beginning 1 April 2012, the Board shall provide a sum equal to \$2,250 times the number of full-time Employees.

The Travel and Professional Allowance Fund shall be divided among Departments, Schools and the University Library in proportion to the number of filled full-time Employee positions in each.

Beginning in the fiscal year 1 April 2011, the Board shall provide a \$10,000 as a Travel and Professional Allowance Fund for part-time Employees. The part-time Employee Travel and Professional Allowance Fund shall be divided among Faculties in proportion to the number of part-time Employee positions in each.

Each unit shall distribute the money from this fund to members in what it believes to be the most appropriate manner and consistent with responsibilities outlined in Article 17.01-17.07. The decision shall be made annually by members of the unit and so minuted.

Unspent funds revert to the appropriate Dean or University Librarian on 31 March of each year but at the same time Departments may submit requests for the use of same.

25.55

#### University Research Fund

The Board recognizes the necessity of supporting research at Acadia and has established a research fund. A sum of \$140,000 shall be provided by the Board for the support of research in each academic year (1 July to 30 June next) of the Collective Agreement and to be administered as follows.

The sum of \$140,000 shall be available in each year of the contract for distribution to the faculties and the library. The monies shall be distributed by the allocating committee based on an open competition.

- (a) The funds shall be administered through the Office of Research and Graduate Studies which shall appoint a committee to allocate the funds. The committee shall consist of:
  - (i) Dean of Research and Graduate Studies (Chair);
  - (ii) two (2) members of each Faculty chosen from a pool of six (6) members of each Faculty, elected on an annual basis by the Faculty (elections to be held prior to 30 April for the subsequent academic year);
  - (iii) one (1) Librarian chosen from the Librarians by 30 April for the subsequent academic year).
- (b) No individual may serve on the committee during a competition in which the individual has a grant application before the committee.
- (c) There shall be two deadlines per year for the receipt of applications, namely:
  - (i) 15 October
  - (ii) 1 February

Decisions shall be announced by 15 November and 28 February respectively.

- (d) One-(1) year and two- (2) year awards may be made and the maximum amount of an award per project shall be \$3,500, and only one (1) award may be received in a given academic year. The one- (1) or two- (2) year period shall commence on the date of the letter of award notification. An individual who has received an award for a two- (2) year project may not apply for funding again until the end of the two- (2) year cycle. An automatic one- (1) year extension of deadlines shall be granted.

- (e) An individual who is eligible to apply for external funding from granting agencies may not receive funding from this source for more than two (2) years in a row unless an application has been made during that period to one (1) or more granting agencies. An individual who is eligible to apply for such external funding must make such an application before reapplying.
- (f) Subsequent requests to this fund must be accompanied by a brief report (one (1) page) on the results of the project funded by the previous award.
- (g) Application for funds must be made on Grant Application forms available from the Office of Research and Graduate Studies. Applications must also include an updated curriculum vitae of the applicant.
- (h) This Research Fund is available only to Professors, Librarians, Instructors, part-time Employees and Faculty appointees to the Board of Governors.
- (i) The monies in this fund are available on an academic year basis only, during the term of the Collective Agreement.
- (j) The committee appointed to review the applications shall determine the funding priorities and the evaluation process. The committee shall meet annually to set these priorities and determine the evaluation process. This meeting shall take place prior to the call for applications.
- (k) The funding priorities and the evaluation process shall be published with the call for applications by 15 September.
- (l) Each member of the committee shall complete the anonymous ranking score sheet in its entirety and provide comments for each application submitted, which shall be provided to the applicant.
- (m) By 31 March, Research and Graduate Studies shall submit a report to the president of AUFA outlining the disbursement of funds, specifically: the names of the successful applicants and the dollar value of the awards, the total number of applications, total value requested, the number of successful applicants, and the total amount awarded in each of the two annual competitions. The above information shall be broken down on a per faculty basis.

25.56

#### Departmental Scholarly Activities Fund

The University recognizes the necessity of supporting departmental scholarly activities that promote Acadia's role in the academic community and shall allocate Departmental Scholarly Activities Funds within the University budget. Starting on 1 April 2011, a sum of \$2,000 shall be provided to each Academic Unit every fiscal year (1 April to 31 March next) to support departmental scholarly activities such as the hosting of academic conferences, hosting of visiting speakers, hosting of workshops, or execution of ongoing departmental seminar series. Unspent funds remain in departmental budgets and may be carried forward.

25.57

Tri-council policy on eligible expenses shall apply to Articles 25.54, 25.55, and 25.56. Per diem and mileage rates for travel shall be the rates established by the National Joint Council Travel Directive, Appendices B, C and D ([www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php](http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php)).

**Article 26.00      Group Insurance, Health and Dental Benefits**

26.01            All Employees shall participate, when they become eligible, in all Group Insurance programs.

26.10            Life and Accidental Death and Dismemberment Insurance

The formula for application of insurance coverage as described in the policy of the most recently revised Group Insurance Programs for Acadia University shall be in force.

26.20            Health Care Benefits

The provisions described in the contract of the most recently revised Group Insurance Program for Acadia University shall be in force.

26.30            Long Term Disability Insurance

The provisions described in the Policy of the most recently revised Group Insurance program for Acadia University shall be in force.

26.40            Other Insurance

26.41            Liability Insurance

The University shall protect Employees through liability insurance coverage for damages up to \$5 million which may arise in the fulfillment of their duties, for example, for accidents in a laboratory, during field trips, and in other similar situations.

26.42            Fire Insurance

The University shall provide insurance adequate to compensate Employees for damage to their personal property on campus as a consequence of fire up to a maximum coverage of \$5,000 less a deductible of \$100 for each Employee.

26.50            Changes in Group Insurance Benefits

The University Standing Committee on Group Insurance shall continue to oversee all Group Insurance Benefits and make recommendations concerning changes in these benefits.

26.51            The Association shall have representation on any Committee dealing with changes in Group Insurance Benefits.

Changes in the pension plan or group insurance plan shall be put to a vote (secret ballot) by all participants in the plan. The decision shall be determined by a simple majority of votes cast.

26.60            Health Spending Account

The University agrees to commit \$300 (pro-rated for appointments that are less than twelve (12) months or half-time term) to each full-time Employee's Health Spending Account on 1 July 2010.

Beginning 1 July 2011 the University agrees to commit \$300 (pro-rated for appointments that are less than twelve (12) months or half-time term) to each full-time Employee's Health Spending Account.

Beginning 1 July 2012 the University agrees to commit \$300 (pro-rated for appointments that are less than twelve (12) months or half-time term) to each full-time Employee's Health Spending Account.

26.62 Dental Health Insurance

The Board shall provide Employer-funded dental health insurance for all Full-time and Continuing Employees and their families.

Minimum coverage shall be 80% basic (no maximum), 75% major (no maximum), 75% orthodontics (\$3000 lifetime maximum per child).

The Employer shall pay a minimum of 75% of the premium cost.

26.63 In lieu of health and dental benefits and a pension plan, part-time Employees (who have no other employment relationship with Acadia University) shall receive:

- (a) beginning 1 July 2010, an additional 2% of their stipend (Appendix I)
- (b) beginning 1 July 2011, an additional 3% of their stipend (Appendix I)
- (c) beginning 1 July 2012, an additional 4% of their stipend (Appendix I)

26.64 All Employees shall receive an Individual or Family Recreation Facility Pass as appropriate.

26.65 Those full-time Employees required to maintain professional certification and/or insurance shall have these costs covered by the Employer to a maximum of \$1,500 per year.

26.66 Benefit plans shall not violate this Collective Agreement.

**Article 27.00      Copies of this Agreement**

27.10            Within thirty (30) days of the execution of this Agreement, the Board shall prepare and provide to each Employee free of charge, one copy of this Agreement and any appendices thereto.

27.20            Upon a one-time request of the Association, the Board shall provide 100 up-to-date copies of this Agreement.

**Article 28.00 Financial Information**

28.10 On an annual basis unless otherwise specified, the Board shall provide to the Executive of the Association the following information:

- (a) detailed information on the annual budget as approved by the Board of Governors;
- (b) departmental budget information using the format of the official University financial statements;
- (c) a list of all Employees per Certification Order 2285, 2420, 3338, 3675, by name, age, rank, appointment status, date of initial appointment, salary, year of eligibility for Early Retirement Incentive, and year obtaining full pension eligibility where applicable;
- (d) by 15 October and 15 February of each year, a listing of part-time Employees per Certification Order 4914, by name, age, date of initial appointment, appointment status, and salary;
- (e) by 15 October a list of employee complement for all non-academic units;
- (f) by 15 October a list of Acadia University Professional, Administrative and Technical staff salary ranges and the number of positions in each salary range;
- (g) by 15 October a list of Employees contracted to teach credit courses during intersession through Open Acadia over each year of this contract;
- (h) by 1 July, a report on the complement as defined in Article 20.02;
- (i) by 15 October and for the period of 1 March to 1 August and 15 April for the period of 1 September to 28 February, a report listing appointments, renewals of appointment, promotions, leaves, and awards of tenure or continuing appointments granted during the preceding six months. For all appointments that are designated as replacement, the report shall indicate in each instance who is being replaced ;
- (j) by 15 October a listing of all Employees who have retired or otherwise ceased to be employed in the preceding year.
- (k) by 15 October a listing of all other employees not included in the clauses above and their annual salaries, benefits and allowances.
- (l) upon request, the total Board contribution to all University benefit plans and the amount of any surpluses and deficits.
- (m) Information provided under 28.10 (c) to (l) shall be provided in editable electronic form.

28.20 The Parties agree to continue the extant University Standing Committees on Group Insurance Benefits and on Pensions.

The Board agrees to provide these Standing Committees with copies of the contracts involving group insurance benefits and pensions and further agrees to provide these Committees with any information necessary for the accomplishment of their duties.

28.30

There shall be a Standing Committee on Financial Information which shall meet not less than three (3) times a year. The purpose of the Committee is to examine and review financial statements and information pertaining to the operation of Acadia University. Through these meetings, it is hoped that an understanding of the University's financial policy and position will evolve, thereby leading to a better informed University community.

The Committee shall have seven members, three appointed by the Association and the Associate Vice President (Finance) and Treasurer, the University Budget Officer, and the Vice-President (Academic), and the Vice-President (Finance), or designate, of the Acadia Students' Union.

**Article 29.00      Amendments to the Acadia University Act**

29.10            The Board undertakes to make known to the Association its proposals to amend the Acadia University Act, and to give consideration to any comments of the Association thereon before seeking to have such proposals implemented.

**Article 30.00      Joint Committee for the Administration of this Agreement**

- 30.10            Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to a Joint Committee for the administration of this Agreement.
- 30.11            The Committee shall consist of two representatives of the Board and two representatives of the Association.
- 30.20            Functions of the Joint Committee
- 30.21            The Committee shall not have the power to add to or in any way modify the terms of this Agreement but shall function in an advisory capacity to the Parties with the general aim of ensuring that this Agreement is administered in a spirit of cooperation and mutual respect.
- 30.22            The Committee may, within the lifetime of this Agreement, recommend to the Parties amendments to the wording hereof to remove ambiguities and to ensure that the intentions of the Parties are carried into effect. Such recommendations may be rejected by either Party within fifteen (15) working days.
- 30.23            Article 30.21 notwithstanding, the Joint Committee may authorize procedures in order to achieve ends which are within the terms and spirit of this Agreement. Such authorization may be rejected by either Party within fifteen (15) working days.
- 30.30            Procedures of the Joint Committee
- 30.31            The Committee shall determine its own procedures, subject to the following provisions:
- (a)            a representative of the Board and a representative of the Association shall jointly chair the Committee and shall together be responsible for preparing and distributing agenda for meetings and shall alternate in presiding over meetings;
  - (b)            the Committee shall meet by mutual agreement of the Chairs or, on five (5) working days' written notice, at the call of either of the Chairs;
  - (c)            a quorum shall be its entire membership;
  - (d)            its decision shall be unanimous;
  - (e)            its records of decisions, when initialed by all members of the Committee, shall constitute Memoranda of Agreement between the Parties unless rejected by either Party within fifteen (15) working days;
  - (f)            Memoranda of Agreement shall be initialed by all members of the Committee within five (5) working days of the meeting described in Article 30.31(b);
  - (g)            the Parties may, in mutual consent, expand the membership of the Committee on a parity basis.

**Article 31.00 Amalgamation, Consolidation, Merger or Expansion of the University**

- 31.10 In the event of an amalgamation, consolidation or merger of the University or any of its constituent units or sub-units with any other institution, persons eligible for membership in the bargaining unit who are not members of another bargaining unit with a current Collective Agreement in force shall immediately become members of the bargaining unit. In such an event, the terms and conditions of this Agreement shall apply immediately to all such persons.
- 31.20 In the event of an expansion or extension of the University through the creation of colleges, Schools, Institutes or Faculties, or any other academic units offering academic programs, the Employees eligible for membership in the bargaining unit in such colleges, Schools, Institutes or Faculties or other academic units or offering courses at locations other than the main campus of the University shall immediately become members of the bargaining unit.
- 31.30 The Board undertakes to make known to the Association plans for any major change to the organizational structure, as described in 31.10, either on its own initiative or in accordance with the guidelines and decisions of governmental agencies, and to give consideration to any comments of the Association before implementing any such proposals.
- 31.40 The Board undertakes to make known to the Association any proposals to sell or transfer the whole of the assets of the University, or a major portion thereof, or to amalgamate or merge with another body, and to give consideration to any comments of the Association before implementing any such proposals.
- 31.50 In the event that an academic unit or program is terminated, Employees of that unit shall at their discretion be eligible to terminate employment under 31.70 or for transfer to other units appropriate to the individual's discipline. The transfer location shall be determined by the Vice-President (Academic) in consultation with the appropriate Dean and the affected Employee. Once a new unit is identified, the Employee shall receive a new letter of appointment. There shall be no loss of rank. This letter shall specify the duties associated with the new appointment, and indicate a schedule for attaining the additional knowledge, skills, and abilities necessary for fulfilling duties associated with the new appointment. The Board shall cover the costs of approved retraining.
- 31.60 Employees who are dissatisfied with the unit to which they are reassigned may appeal this decision to a committee comprising the Head of the originally assigned unit, the Head of the preferred unit, and a Chair jointly appointed by the President and the President of the Association. This committee shall review both the recommendation of the Vice-President (Academic) and a plan for reassignment submitted by the faculty member. The decision of this appeal committee shall be binding.
- 31.70 The Board shall compensate Employees who have chosen to terminate their employment under these Articles on the following basis:
- Full-time Employee: one (1) month of base salary per year of continuing service, or equivalent notice, from a minimum of six (6) months to a maximum of twenty (20) months.
- 31.80 Notwithstanding Article 20.01, where program closures are imposed upon the University by the provincial government, Employees affected must choose only between the various options offered by the government and not the options outlined in this Article.

**Article 32.00    Validity**

- 32.10            All the provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law not existing or hereafter enacted or any decision of a court, board or tribunal shall invalidate any portion of this Agreement, the remainder of the Agreement shall not be invalidated and all other rights, privileges, and obligations of the Parties hereunder shall remain in force. Either Party, upon notice to the other, may open for re-negotiation those parts of this Agreement that have been thus invalidated and as well any other parts affected by such invalidation.
- 32.20            The Employer shall not introduce, implement, or enforce any policy that violates this Collective Agreement.

**Article 33.00 Intellectual Property**

- 33.00
- (a) In order that Employees have control over the direction, integrity and use of their scholarly work, as a general principle ownership of all types of Intellectual Property shall rest with the Employees who create it.
  - (b) In keeping with the role of the University, Employees are encouraged to publish and disseminate the results of their research. No Employee shall be obliged to provide commercial justification for her/his scholarly work; nor shall any Employee be obliged to engage in the commercialization of it.
  - (c) In recognition of the significant public contribution to supporting university research, any revenue derived from the commercialization of Intellectual Property shall be shared between the Employee/creator and the University according to the terms contained in this Article.

33.01 Definitions

The following words used in this Article shall have the following definitions:

- (a) Commercialization means any activity relating to the protection, use, sale, transfer, license, marketing, duplication, or other disposition of Intellectual Property for commercial purposes.
- (b) Course-ware, for the purposes of this Article, means Software or a Multimedia Product designed as a teaching or educational device. Course-ware does not include web pages, presentation slides, videos, recording of any works as defined in (h) such as classroom presentations and lectures, or other aids used in teaching courses otherwise primarily delivered by non-electronic means.
- (c) Employee, for the purposes of this Article, includes any partnership or corporation of which the Employee is a major shareholder, officer or director or in which the Employee has a direct or indirect beneficial interest.
- (d) Intellectual Property means the materials or results of scholarly inquiry, research or intellectual activity, whether scientific or practical, having the potential to be protected by patent or other statutory means. For purposes of this Article, Intellectual Property applies only to those materials or results made or conceived of by Employees during the course of their employment activities or responsibilities during the term of their employment or while on sabbatical leave. In addition, for the purposes of this Article, Intellectual Property does not include Works as defined in 33.01(h), but does include Software and Course-ware.
- (e) Multimedia Product, for the purposes of this Article, means a product where Software allows for interaction between the user and various media technologies such as the reproduction of sound and image.
- (f) Net Income means all revenue, equity or other consideration generated by the Commercialization of Intellectual Property less all direct expenses incurred in the evaluation or protection of intellectual property, including expenses for market assessment, patent searches, patent agent and/or legal fees, patent application fees, copyright fees or other fees reasonable paid to third parties for Commercialization, statutory protection or associated purposes.

- (g) Software means any set of instructions that is expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer in order to bring about a specific result.
- (h) Works means literary, scientific, technical, dramatic, musical and artistic work materials and other original creations capable of protection under the Copyright Act, but for purposes of this Article does not include Software and Courseware.

33.02 Principles of Ownership of Intellectual Property and Works

- (a) The Employer agrees that Employees own Intellectual Property they create as defined in 33.01(d) and that Employees have no obligation to commercialize or seek statutory protection for Intellectual Property, and that Employees have the right to publish their inventions, subject to the exceptions outlined in 33.03.
- (b) The Employer agrees that Employees own copyright to their Works as defined in 33.01(h) and are entitled to determine how and if the Work is to be disseminated and to keep any revenue derived for the Work, subject to the exceptions outlined in Article 33.04.

33.03 Special Conditions of Intellectual Property Ownership

The following are special conditions of ownership in Intellectual Property:

- (a) Where the Intellectual Property was created jointly with a member of the administrative or support staff of the Employer, the rights to such Intellectual Property may be jointly owned by the Employee and the Employer.
- (b) Where the Employee has assigned his or her ownership rights in the Intellectual Property to the Employer in accordance with Article 33.15(d), the Intellectual Property is then owned by the Employer.
- (c) Where the Intellectual Property is developed in the course of research sponsored by a third party pursuant to a written agreement between the third party and the Employer on behalf of the Employee, ownership and publishing rights are determined by specific terms of the agreement. In the case of a third party agreement, unless terms of the agreement give ownership of the Intellectual Property to the third-party, such Intellectual Property shall be assigned to the Employer until all rights, such as a license or option granted to the third party under the Agreement have been exercised or become extinguished, at which point the Intellectual Property shall be owned by the Employee, unless otherwise assigned by the Employee.

33.04 Special Condition of Ownership in Works

The following is a special condition of ownership in Works:

Where there is a written agreement between the Employee and the Employer, or between the Employer on behalf of the Employee and a third party, copyright (ownership) is determined by specific terms of the agreement.

33.06 License for University Use

Employees grant to the Employer a non-exclusive, royalty-free, non-transferable license to use, for University internal academic, teaching, research and service purposes, Intellectual Property created by Employees. Such right shall not include the right to transfer, license, exploit or use the Intellectual Property for distance education or for any purpose other than the internal use of the Employer.

33.07 Course-ware Option

Employees hereby grant the Employer the first option to acquire or license Course-ware, upon terms to be agreed on by the Employee and the Employer. The terms of any licensing agreement shall recognize the ownership or joint ownership of the creating Employee and shall articulate the intended use of the Course-ware. Any agreement shall be sent to the President of the Faculty Association to permit consultation prior to execution of the agreement.

33.10 Research Contracts

- (a) Employees shall not enter into contractual arrangements with parties external to the University where the contract places the Employee under an obligation to generate Intellectual Property using the Employer's facilities or resources. With the Employee's agreement, the Employer may enter into a contractual arrangement subject to the terms of the agreement.
- (b) The Employer shall not enter into contractual arrangements to generate Intellectual Property with parties external to the University on behalf of the Employee without the consent of the Employee.

33.12 Disclosure

(a) Intellectual Property Developed under Contractual Arrangements

Employees are required to disclose all Intellectual Property created by them that was developed under contractual arrangements to the Vice-President (Academic) and Dean (Research & Graduate Studies) within sixty (60) days (unless otherwise specified within the contract) of becoming aware that the Intellectual Property may be useful, patentable, otherwise protectable or have commercial potential. This disclosure shall be made in writing on a form appended to this Agreement, and shall be made before the Intellectual Property is publicly disclosed or before steps toward commercialization are taken. The Disclosure shall identify any financial or other relationship with a third party that might affect the rights in the Intellectual Property.

(b) Intellectual Property Developed under Non-Contractual Arrangements

Employees are required to disclose to the Vice-President (Academic) and the Dean (Research & Graduate Studies), any Intellectual Property that they wish to protect and/or Commercialize. This disclosure shall be made in writing on a form appended to this Agreement, and shall be made sixty (60) days before the Intellectual Property is publicly disclosed or steps toward commercialization are taken. The Disclosure shall identify any financial or other relationship with a third party that might affect the rights in the Intellectual Property.

33.13 Decision to Commercialize Intellectual Property

Employees who are the owners of Intellectual Property are solely responsible for the decision to protect and/or commercialize Intellectual Property except in such cases where the Intellectual Property is owned by a third party or by the Employer pursuant to Article 33.03.

33.14 Commercialization Options

Employees who wish to Commercialize their Intellectual Property may:

- (a) Make their own Commercialization arrangements, independent of the Employer at their own expense subject to the provisions contained in Articles 33.12(b) and 33.16(a), or;
- (b) Request the Employer to Commercialize the Intellectual Property in which case Articles 33.15 and 33.16(b) shall apply.

33.15 Employer Commercialization of Intellectual Property

- (a) Decision to Pursue Commercialization – If an Employee wishes to have the Employer pursue Commercialization pursuant to Article 33.14(b), within ninety (90) days of receipt of the Disclosure specified in Article 33.12, or a longer period if accepted by all parties, the Employer shall decide whether it wishes to proceed with Commercialization. The Employee shall provide assistance during this period, including disclosure of all information that may assist the Employer in making this determination.
- (b) Non-Disclosure Period – During the ninety (90) day period specified in Article 33.15(a) or during any extension granted thereof by the Employee, the Employee shall not publicly disclose the Intellectual Property, or otherwise act in a way that may jeopardize the Employer’s ability to protect or Commercialize the Intellectual Property without the Employer’s prior consent.
- (c) Employer Decision Not to Commercialize – If the Employer decides not to proceed with Commercialization, the Employer shall promptly notify the Employee who shall then be free to make Commercialization arrangements independent of the Employer at his/her own expense, subject to the provisions contained in Article 33.16(a).
- (d) Employer Decision to Proceed with Commercialization – If the Employer notifies the Employee that it wishes to proceed with Commercialization, the Employee shall assign the Intellectual Property to the Employer within thirty (30) days. The Employer shall then become the Sole owner of all rights to the Intellectual Property and shall assume the responsibility for Intellectual Property Commercialization without cost to the Employee. The Employee and the Employer shall then prepare a mutually acceptable commercialization plan outlining the options to be considered for the development of the Intellectual Property. The plan shall include items such as the need for additional evaluation or research, the need for Intellectual Property protection, target market(s), identification of licensees, etc. The plan shall also outline the responsibilities of the Employer and the Employee.
- (e) Protection of Intellectual Property – The Employer may seek statutory protection of the Intellectual Property as appropriate. The Employer may choose not to seek protection, or

may cease protection for Intellectual Property that in the Employer's judgment does not have significant commercial potential.

- (f) Commercialization Report – The Employer shall remit to the Employee(s) not later than 30 June each year a Commercialization Report outlining all actions taken with respect to Commercialization during the previous fiscal year, and a statement reporting all expenditures and income forming the calculation of Net Income for the previous fiscal year.
- (g) Decision to Cease Commercial Activities – If at any time the Employer determines that it does not wish to continue with Commercialization activities or if there has been no significant commercialization activity for a period of twelve (12) months, the Employer shall re-assign the Intellectual Property to the Employee, including any issued or pending registration for statutory protection. The Employee is then free to make Commercialization arrangements, independent of the Employer at her/his own expense, subject to the provisions contained in Article 33.16 (a).

### 33.16

#### Revenues from Commercialization of Intellectual Property

- (a) Commercialization by the Employee – Where the Employee is responsible for Commercialization, the Employee agrees to remit to the Employer a sum equal to 25% of the Net Income resulting from Commercialization activities in excess of the first \$10,000 which shall accrue to the Employee. Employees agree to submit a report containing an outline of Commercialization activities and a statement of all expenses and gross income for the previous fiscal year by 30 June.
- (b) Commercialization by the Employer – Where the Employer is responsible for Commercialization, the Employer agrees to remit to the Employee a sum equal to 50% of the Net Income resulting from Commercialization activities in excess of the first \$10,000 which shall accrue to the Employee.
- (c) Variation – While Articles 33.16(a) and 33.16(b) describe the normal provisions for revenue sharing between the Employee and the Employer, the Employer and the Employee may if both so wish enter into an agreement in which Intellectual Property ownership, responsibility for Commercialization and Net Income apportionment is dealt with in a different manner from that provided for above.
- (d) Non-Arms Length Disposition of Intellectual Property – Where the Employer or Employee(s) receives consideration from the Commercialization of Intellectual Property from a non-arms-length party, the Employer or Employee shall be deemed to have received the greater of:
  - (i) The value of the consideration paid; or
  - (ii) The fair market value that would have been received from the Commercialization from an arms-length third party. This value shall be established by agreement between the Employer and the Employee.
- (e) Equity Investments – In the event that any return on Commercialization is in the form of an equity investment, the foregoing percentages in Articles 33.16(a) and 33.16(b) shall be considered in determining an equitable sharing of monies arising from such equity between the Employer and the Employee.

- (f) Multiple Inventors – When several Employees collaborate on the development of Intellectual Property, the Employees shall provide the Dean (Research & Graduate Studies) and the Vice-President (Academic) with an agreement that is signed by all collaborators and which identifies all collaborators, their relative contributions, and the distribution of each collaborator’s share of the Net Income. If the Employer undertakes Commercialization activities, the Employer shall be responsible for apportioning the Net Income referred to in Article 33.16(b).

33.17 Net Income Distribution by Employer

The Employer’s share of Net Income pursuant to Article 33.16 shall be distributed as follows:

- (i) 50% to a fund for the enhancement of Acadia University academic and research programs to be administered by the Vice-President (Academic);
- (ii) 25% to the Faculty, Department or other unit with which the Employee(s) creating the Intellectual Property was associated at the time the work giving rise to the Intellectual Property was carried out;
- (iii) 25% to the Acadia University General Revenue Fund.

33.20 Use of Name and Trademarks of the University

Employees shall consult the Dean (Research & Graduate Studies) for approval of any use of the University name, trademarks, service marks and insignia in any commercial arrangement.

33.21 Estates

When an Employee(s) or former Employee dies, his/her estate shall retain all his/her rights and responsibilities under this Article of the Collective Agreement, unless the estate chooses to renounce its rights and transfers the rights and responsibilities in writing to the Employer or to another party.

33.22 Intellectual Property of Students

The Employer and Employees commit to respect the Intellectual Property rights of students who participate in research activities. Employees should discuss Intellectual Property issues with their student collaborators, and when necessary, have students sign student participation agreements before entering into research projects.

33.25 Committee on Intellectual Property

The Parties agree to create a continuing Committee on Intellectual Property, which shall be composed of two members appointed by the Employer and two members appointed by the Association with the chair alternating between the Employer’s representatives and the Association’s representatives at each successive meeting.

The Committee shall meet at least twice annually to:

- (a) Conduct routine business;
- (b) Make recommendations concerning the creation and maintenance of a positive University climate for the development and appropriate distribution of Intellectual Property;

- (c) Recommend to the Joint Committee on the Administration of the Agreement any problems of interpretation and proposals for modifications or changes in Article 33 of the Collective Agreement.
- (e) Report annually to the Vice-President (Academic) with a copy to the President of the Association.

33.26

#### Dispute Resolution

Any dispute arising from negotiations or agreements between individual Employees and the Employer under the provisions of Article 33 shall be handled through the following procedure:

- (a) Either party shall present the dispute in writing to the Vice-President (Academic).
- (b) Within two weeks of the receipt of the dispute, the Vice-President (Academic) shall first send written notification of the dispute to the President of the Association and shall then establish a Dispute Resolution Committee.
- (c) This Committee shall consist of three members: one chosen by the Employee, one chosen by the Employer and a third to be agreed upon by the parties to the dispute. All three shall be chosen from among Faculty Members within the University who shall be at arm's length from the parties involved in the dispute. The member jointly chosen shall act as Chair to the Committee.
- (d) The Dispute Resolution Committee shall meet within two weeks following appointment to hear the dispute. The parties to the dispute shall provide the Committee with any documentation required as background and the Committee may consult with experts if needed. Within one week of hearing the dispute, the Committee shall make a decision by simple majority and shall communicate its decision in writing to the Vice-President (Academic).
- (e) The Vice-President (Academic) shall within one week communicate the decision in writing to all parties concerned, including the President of the Association.

**Article 34.00      Transition to the Agreement**

34.10            All salary, benefits and prerogatives provided by this Agreement which can be applied retroactively shall be applied or granted as though this Agreement came into effect on 1 July 2010.

34.20            Notwithstanding any other provision of this Agreement, the Joint Committee for the Administration of this Agreement shall be responsible for making such ad hoc arrangements as are necessary to ensure an orderly transition to the provisions of this Agreement.

**Article 35.00 Continuing Existing Practices**

- 35.10 Those rights and duties of the Parties which have been openly observed during the three years prior to the execution of this Agreement, and have not been expressly modified hereby, shall continue.
- 35.20 Subject only to expressed changes, nothing in this Agreement shall be construed so as to increase or diminish any rights or duties of Employees with respect to their terms and conditions of employment, nor to deny or diminish any existing rights, privileges or responsibilities of Employees, individually or collectively, to participate directly in the formation and recommendation of policy within Acadia University and its component parts as these rights, privileges and responsibilities are provided for under established practices.
- 35.30 The Board shall maintain and support a library system at a level of staffing, collections and hours that properly support the academic and research programs of the University and its faculty.
- 35.40 The Board shall provide sufficient funds to pay all reasonable charges incurred by Employees for inter-library loan services and on-line searches.
- 35.50 Employees shall provide the Board with a list, annually, of University services utilized by the Employee (or those associated with the Employee) in carrying out consulting activities or research contracts. The University may require the Employee to reimburse the University for such services.

**Article 36.00 Employee Representatives on the Board of Governors**

36.10 This Article shall apply only to those employees who would ordinarily be members of the bargaining unit but have been excluded from the unit as defined by the Labour Relations Board because they are representatives of the employees to the Board of Governors.

Such an employee shall be governed by the Articles of this Agreement and enjoy all of its rights and privileges.

**Article 37.00 Appointment and Review of Directors**

37.00 Eligible Members

For purposes of Articles 37.40 (d), 37.50, 37.62, 37.63(b), 37.80(a), and 37.91(b), "eligible members of the School" shall be deemed to mean all full-time Instructors and all full-time Professors within the Department, including those in their second consecutive year of a Contractually Limited Term Appointment within the same School.

For purposes of Article 37.62(b), 37.63(a) and 37.91(a), "eligible members of the School" shall be deemed to mean all tenure or tenure-track Professors in the School.

37.10 Status

The Association recognizes and accepts the status of Directors of Schools as not being members of the bargaining unit.

37.20 Conditions of Employment

The Association accepts that the conditions of employment for Directors of Schools are determined by the Board.

37.30 The Director term shall be up to six years.

Time spent on sabbatical leave shall not be included in the six years mentioned above nor shall such leave be construed as interfering with continuity as Director.

37.40 End of Director's Term

- (a) By 31 December of the penultimate year of the Director's term, the Dean shall inquire of the Director whether he/she wishes to be considered for reappointment.
- (b) If the incumbent wishes to be considered for reappointment, the Dean shall conduct a ballot of the eligible members of the School.
- (c) If the majority of those voting favour reappointment, the Dean shall recommend to the Vice President (Academic) that the incumbent be reappointed. Thereafter the provisions of Articles 37.63 (e) and (f) shall apply in the same manner as to a recommendation from a Search Committee.
- (d) If the incumbent declines to be considered for reappointment; or if the majority of those voting in (c) above oppose reappointment or in any event at the conclusion of an appointment as Acting Director, the Dean shall inquire of the eligible members of the School whether members wish the search for a new Director to be internal or both internal and external.
- (e) When a search is to be undertaken, the Dean shall convey to the Vice-President (Academic) the School's preference as to whether the search is to be internal or both internal and external. If a tenure-track position is available the President may authorize an internal and external search.

37.50

#### Internal Search

Where a search is to be internal only, by 30 November of the last year of the Director's term, the Dean shall call for nominations, then hold an election in which all eligible members in the School may vote. Successive rounds of voting shall be held, if necessary, until one candidate has a majority. If the members of the school are evenly divided, the Dean shall give them the opportunity to take a second ballot within one week. If the result of the second ballot is still a tie, the Dean shall cast the deciding vote.

37.60

#### Internal/External Search

37.61

#### Advertising

Where there is an internal/external search, advertising shall take place as per Article 10.52(a).

37.62

#### Search Committee

Where the search is to be both internal and external, when there are two or more candidates, or when the sole candidate does not receive majority endorsement of the eligible members of the School, the Dean shall convene a search committee having the following membership:

- (a) the Dean of the Faculty who shall be the Chair;
- (b) three (3) Professors elected by the School concerned;
- (c) one (1) Director of a School or Professor appointed by the President;
- (d) a person distinguished in the discipline from another institution, chosen by the five persons mentioned above - this requirement may be waived if the School, by a majority vote, so request and the dean and the Vice-President (Academic) concur;
- (e) one (1) senior or graduate student from the School concerned, to be elected by or under the auspices of the Student Representative Council.

37.63

#### Short List

- (a) All eligible members of the School concerned shall have the opportunity to apply and to nominate other eligible members, subject only to the provision that no one may run for Director whose own appointment contract does not encompass the term of Directorship.
- (b) After consultation with the eligible members of the School, the Search Committee shall draw up a short list of not more than three candidates and shall arrange for those on the short list to meet the members of the School, and present a public lecture. This lecture shall take place even if there is only one short-listed candidate for the position.
- (c) Thereafter the Search Committee shall give full consideration to the preferences of members of the School before making a recommendation for the position.

- (d) The Search Committee shall have the right to recommend an acting Directorship but not in violation of 37.92, unless by agreement by both Parties, and the provisions of 37.90 shall thereafter apply.
- (e) Except in the case where the Search Committee recommends an acting Directorship, the recommendation of the Search Committee shall be forwarded to the Vice-President (Academic). The Vice-President (Academic) shall have the right to request the Search Committee to reconsider, giving reasons for the request. Following this reconsideration, if any, the recommendation of the Search Committee shall be forwarded to the Board for its action.
- (f) The Board shall make the final decision on the appointment of a Director of a School.

37.70 Director Leaves Office

When a Director leaves office prior to the end of her/his term or goes on leave for a period not exceeding one year, an Acting Director shall be appointed under the provisions of 37.90.

37.71 Acting Director Leaves Office

When an Acting Director leaves office prior to the end of his or her term, an Acting Director shall be appointed under the provisions of 37.90.

37.80 In-term Review

- (a) At any time during the service of a Director or an Acting Director, eligible members may request a review or vote non-confidence by a simple majority. That vote shall be reported to the Dean, who shall then attempt to mediate between the Department and the Director (or Acting Director). If such mediation fails, the Dean shall within two weeks of being notified of a request for a review or a non-confidence vote, establish an in term Review Committee as in (c) below.
- (b) At any time in the service of a Director, the Board may request a review of the performance of the incumbent. Within one month of such a request being received, the Dean shall set up a Review Committee.
- (c) The Review Committee shall have the composition of the Search Committee defined in Article 37.62 of this Agreement and shall have the duty of advising the Vice-President (Academic) as to whether the appointment of the Director should be continued to the end of the existing term, or terminated sooner. The Vice-President (Academic) shall have the right to request the Review Committee to reconsider, giving the reasons for the request. Following this reconsideration, if any, the recommendation of the Review Committee shall be forwarded to the Board for its action.

37.90 Acting Director

37.91 Selection Process

Where an Acting Director is to be appointed, the Dean shall carry out the following procedures:

- (a) Call for nominations by and from the eligible members of the School.
- (b) Following the close of nominations, call and chair a meeting of all eligible members of the School to elect an Acting Director by a majority vote.
- (c) If the vote results in a tie, the Dean shall give the School the opportunity to take a second ballot within one week. If the result of the second ballot is still a tie, the Dean shall cast the deciding vote.
- (d) The Dean shall forward the School's recommendation to the Vice-President (Academic) for transmission to the Board.
- (e) The Board shall make the final decision on the appointment of an Acting Director of a School.

37.92 Term and Duties

An Acting Director has the duties, responsibilities and remuneration of Director. The period of appointment is for not more than one year, renewable only once. If an Acting Director is appointed Director the year following his or her appointment as Acting Director, the service as Acting Director shall not count in the term of service as Director.

37.93 No Candidates

Should circumstances arise in which the appointment of an Acting Director has been authorized but cannot be implemented, the President, acting on the recommendation of the appropriate Dean of Faculty and the Vice-President (Academic) may appoint a substitute from another unit, as follows:

- (a) The individual appointed shall be known as the Acting Director of the School and shall carry out the administrative functions of the School (which would normally be the responsibility of the Director).
- (b) The Acting Director may be appointed for a period of not less than six months and beyond that, not longer than is required to appoint a Director or Acting Director from within the School under the procedures of the Collective Agreement.
- (c) The Acting Director shall receive the administrative stipend which would have been paid to the Director and, if appropriate, the course remission provided in Article 15.51. If the course remission is given, the School of the Acting Director shall be compensated for any reduction in teaching capacity.

37.94 Designated Director

In cases of temporary absence, the Dean shall serve as Designated Director.

**Article 38.00 Retirement Incentives**

The Parties acknowledge that nothing in this Article constitutes discrimination on the basis of age.

**38.10 Definitions**

The following definitions apply to this article:

- (a) Early Retirement Date (ERD) – the date on which an Employee commences her/his early retirement (as per eligibility requirements below)
- (b) Normal Retirement Date (NRD) – the 30 June coincident with or next following the date on which the Employee attains age sixty-five (65)
- (c) Optional Retirement Date – the first day of the month following the attainment of age fifty-five (55), on which the member’s age plus years of pensionable service is equal to at least eighty (80) (this is known as the “rule of 80”)

**38.20 Post 65 Retirement Incentive**

- (a) Employees who retire on the first day of July following the Employee’s sixty-fifth (65<sup>th</sup>) birthday shall receive a retirement incentive payment of \$40,000.
- (b) Employees who are sixty-five (65) years of age or older on 1 July 2010 shall receive a retirement incentive payment of \$30,000 if they retire by 30 June 2011.

**38.30 Early Retirement Incentive**

Early Retirement Incentive (ERI) shall be granted to all Employees who are eligible (see Article 38.32) and who give notification according to Article 38.31. There shall be no other forms or offers of ERI except as set forth in this Article.

**38.31 Procedures**

The following procedures shall be followed by any Employee seeking ERI:

- (a) Six (6) months prior to the date upon which the Employee wishes to take ERI, the Employee shall submit written notification to the Director of Human Resources with copies to their Head, Dean or University Librarian, Vice-President (Academic), and the President of the Association. This notification shall include the Employee’s early retirement date as per Article 38.32(a) and the Employee’s choice of ERI options as set out in Articles 38.34 and 38.35. Employees wishing to take ERI on 1 January 2011 will be permitted to submit written notification prior to 1 October 2010.
- (b) The Employee and the Director of Human Resources shall confirm in writing the details of the ERI within thirty (30) days of the written request. Copies of the ERI contract will be provided to the Head, Dean or University Librarian, Vice-President (Academic) and President of the Association.

38.32 Conditions of Eligibility

The following conditions of eligibility for the ERI shall apply to those Employees who have attained their Optional Retirement Date as defined by the Acadia Pension Plan.

- (a) The Early Retirement Date (ERD) shall be 31 December or 30 June of the year in which the ERI contract is signed by the Employer and the Employee.
- (b) The maximum term for the early retirement period shall be from the ERD until 30 June after the Employee's 65<sup>th</sup> birthday.

38.33 Terms of Early Retirement Incentive (ERI)

To calculate the ERI, salary at ERD shall be the Employee's salary for their rank and grid step specified by the Collective Agreement for the month preceding the ERD.

The Nominal Replacement Salary shall be a salary amount specified by the Collective Agreement for the month following the ERC. To calculate the ERI, the following shall be considered the Nominal Replacement Salary:

- (a) Lecturer Step 2 for Employees at grid steps on the Lecturer rank at ERD
- (b) Assistant Professor Step 2 for Employees at grid steps on the Assistant Professor, Associate Professor, or Professor ranks at ERD
- (c) Instructor I Step 2 for Employees at grid steps on Instructor I or II ranks at ERD
- (d) Librarian I Step 2 for Employees at grid steps on Librarian I, II, III, or IV ranks at ERD

38.34 If the Employee chooses to remain in the University Pension Plan, then the amount of the ERI shall be calculated on the following basis:

- (a) Salary at ERD minus Normal Replacement Salary = Salary Difference
- (b) Annual Incentive Amount = Salary Difference multiplied by Incentive Recovery Factor (80%).
- (c) Total Incentive Amount = Annual Incentive Amount multiplied by the difference, in years, between the Normal Retirement Date (NRD) and the ERD (NRD minus ERD) or \$225,000, whichever is less.
- (d) ERI Amount = Total Incentive Amount minus Total Pension Bridging Amount  
  
Total Pension Bridging Amount = the lesser of pensionable earnings or YMPE (as specified by the Canada Revenue Agency) multiplied by 0.7% multiplied by years of pensionable service multiplied by (NRD minus ERD)
- (e) The ERI Amount shall be payable through a series of monthly payments beginning at the end of the month following the ERD and ending 30 June following the Employee's 65<sup>th</sup> birthday.

38.35 If the Employee chooses to exercise her/his option to transfer their pension benefit out of the University Pension Plan, the amount of ERI shall be calculated on the following basis:

|     |        |    |         |                                    |
|-----|--------|----|---------|------------------------------------|
| (a) | At Age | 55 | \$2,200 | times years of pensionable service |
|     |        | 56 | \$2,200 |                                    |
|     |        | 57 | \$2,200 |                                    |
|     |        | 58 | \$2,200 |                                    |
|     |        | 59 | \$2,200 |                                    |
|     |        | 60 | \$2,200 |                                    |
|     |        | 61 | \$1,700 |                                    |
|     |        | 62 | \$1,200 |                                    |
|     |        | 63 | \$ 500  |                                    |
|     |        | 64 | \$ 500  |                                    |

(b) The ERI Amount shall be payable through a series of monthly payments beginning at the end of the month following the ERD and ending 30 June following the Employee's 65<sup>th</sup> birthday.

38.40 Phased-In Retirement

38.41 Terms and Conditions

- (a) Employees fifty-five (55) years of age or greater with at least ten (10) full years of service at Acadia University, and who will reach their optional retirement date at or before the end of their phased-in retirement period, are eligible for Phased-In Retirement
- (b) Employees may phase in their retirement over a three- (3) year to five- (5) year period.
- (c) Phased-In Retirement shall commence either on 1 July or 1 January. At the end of the phased-in period, the Employee shall retire.
- (d) Employees shall give written notice to the Director of Human Resources with copies to their Head, Dean or University Librarian, Vice-President (Academic) and the President of the Association at least twelve (12) months in advance of the date on which they plan to commence phased-in retirement.
- (e) Employees shall sign an agreement that includes the agreed-upon workload and responsibilities for each year of the Employee's phased-in retirement plan.
- (f) The terms of the agreement shall be irrevocable except under the circumstances listed under Article 38.44.

38.42 Workload and Responsibilities

- (a) In any one of the three (3) to five (5) years of phased-in retirement the Employee's workload shall be reduced by a minimum of 25% and a maximum of 75%.
- (b) Employees shall continue the full range of their normal duties (teaching, research, and service) as agreed to in consultation with the Head.
- (c) Duties shall be proportionate to the Employee's percentage workload in each year of the three- (3) to five- (5) year period.

38.43

#### Salary and Benefits During Phased-In Retirement

- (a) The nominal salary of an Employee participating in the phased-in retirement program is the salary that would have been received if the Employee was not participating in phased-in retirement. Throughout the period of phased-in retirement, the Employee's nominal salary shall be adjusted by any salary increase for which the Employee is eligible under the Collective Agreement. An Employee's actual salary during the phased-in retirement period shall be a pro-rated proportion of her/his nominal salary, concomitant with the reduced workload in each year. For pension purposes, the Employee's pensionable earnings while participating in the phased-in retirement program shall be based on her/his nominal (not actual) salary.
- (b) The Employee can elect to contribute to the pension plan based on her/his nominal or actual salary. The corresponding contribution made by the employer shall be based on the option elected by the Employee. The Employee shall accrue pensionable service during this phased-in retirement program at a rate equal to the contribution to the pension plan.
- (c) Long-term sick leave shall be paid on the basis of the participant's actual salary in each year of the phased-in retirement.
- (d) All other benefits shall continue as though the participant had a full-time workload and shall be based on her/his nominal salary in each year of the phased-in retirement program. Long-term disability benefits shall be payable only up to the participant's retirement date.

38.44

#### Revoking the Phased-In Retirement Agreement

- (a) If the Employee qualifies for long-term disability benefits during the phased-in retirement program, she/he may opt out of the phased-in retirement program and retire instead of receiving long-term disability benefits.
- (b) Upon the Employee's request, the Head and Dean may approve retirement before the end of the phased-in retirement period.

38.45

Employees participating in the phased-in retirement program are not eligible for the Early Retirement Incentive.

38.50

#### Retiree Benefits

38.51

Retirees may convert their University Group Life Insurance policy to private coverage in accordance with the Policy of the most recently revised Group Insurance Program for Acadia University.

38.52

Retirees may continue to contribute to the health insurance scheme at their own expense (i.e., to bear the full cost of their premium). Contributions and coverage in respect to income disability insurance shall be discontinued.

38.53

All Employees who retire from Acadia University shall maintain their University e-mail account and shall be included in all internal e-mail distribution lists. All Employees who retire from Acadia University shall maintain full library and gymnasium privileges. Other benefits available include tuition discounts according to Article 25.20 and eligibility for research grants and travel expenses to the extent authorized by the granting agencies. The tuition discount benefit is available for a period of ten (10) years from the date of the Employee's retirement or death.

**Article 39.00 Pay Equity**

- 39.10 The Parties are committed to pay equity for all Employees. To that end the Parties agree to establish a joint Pay Equity Committee (PEC) composed of two (2) persons appointed by the Board, two (2) persons appointed by the Association and a chairperson selected by these appointees from outside their own number but from within the University.
- 39.11 For the purposes of this Article, the word “pay” refers to total compensation, e.g., including pension and benefits.
- 39.20 The purpose of the pay equity study is:
- (a) to identify and correct anomalies in Employees’ full-time salaries within each rank, taking into consideration salaries paid to Employees of comparable qualifications, experience and accomplishments; and
  - (b) to correct employment equity anomalies.
- 39.30 The process and scope for the pay equity study, as well as frequency of future pay equity studies, shall be determined by the PEC. The PEC shall:
- (a) evaluate the various methods used to determine if pay inequities exist;
  - (b) based on its findings, decide on a procedure to be used for a pay equity study of the bargaining unit;
  - (c) undertake a pay equity study every three (3) years according to the time table of Article 33.90;
  - (d) in the event that pay inequities exist, consider what procedures, criteria, and mechanisms, including any retroactive adjustments, should be put in place to correct the pay inequities;
  - (e) make recommendations for revision of practices and procedures that have the potential to, or in fact do, adversely affect the pay or other employment opportunities of any member of groups identified in Article 3.30.
- 39.40 The pay equity study does not cover salary differences created by the policy on market differentials in Appendix C (5).
- 39.50 The Board shall establish a separate fund of \$50,000 in order to correct anomalies in base salary rates among Employees identified by the pay equity study.
- 39.60 The Board shall provide the PEC with comprehensive pay and benefits data for the purposes of the study and for ongoing maintenance of pay equity. All members of the PEC who receive employment information necessary for the work of the study shall respect privacy obligations whether they be set out in legislation, in this Agreement, or from an official employment policy of the University.
- 39.70 If amendments to the Collective Agreement are required to address pay inequities they shall be referred to the Parties to the Agreement for their consideration.
- 39.80 No Employee’s salary or benefits shall be reduced as a result of the pay equity study.

39.90

2010-2013 Time Table

- (a) The pay equity study shall commence no later than 1 September 2011.
- (b) The PEC shall report to the Parties with its recommendations no later than 30 June 2012.
- (c) The pay adjustments shall only be retroactive to 1 July 2007.

**Article 40.00 Academic Administrators**

40.10 This Article shall apply only to those academic administrators who hold academic rank, who would be members of the bargaining unit were it not for the fact that they hold administrative positions which exclude them from the unit, and who are not already covered by Article 36.00.

40.20 Promotion, Renewal and Tenure

The consideration of promotion, renewal and tenure (for Professors) or continuing appointment and promotion (for Librarians) of such academic administrators during their term of office shall be in accordance with Article 12.00 or Article 51.00 of this Agreement.

40.30 Entry and Re-entry into the Bargaining Unit

40.31 All such academic administrators who were members of the bargaining unit before being excluded by virtue of their administrative position in accordance with decisions of the Labour Relations Board and who return to their faculty positions shall re-enter the bargaining unit upon completion of their term of office, and be subject to the salary review as described in Article 40.60.

40.32 Those academic administrators who were not members of the bargaining unit before taking up their administrative positions shall be admitted to the bargaining unit providing the following conditions were met by the search committee that recommended the appointment of the academic administrators:

- (a) that the members of the Department to which the academic administrator will become affiliated have an opportunity to meet with the candidates on an individual basis;
- (b) that the Department to which the academic administrator will become affiliated be invited to submit a report to the search committee regarding the suitability of the candidate as a colleague and as fulfilling the Department's projected needs.

40.33 All such academic administrators who have entered or re-entered the bargaining unit according to the terms of Articles 40.31 and 40.32 shall henceforth be governed by the Articles of this Agreement and enjoy all the rights, privileges and duties of Employees, subject only to the restriction that they may not grieve on any issue arising from their former administrative position.

40.40 Administrative Leaves

Service as an academic administrator rendered following an in-term administrative leave shall count towards a subsequent Sabbatical Leave. If such an administrative leave is not taken, the service as academic administrator shall count as accrual for Sabbatical Leave which shall be considered under Article 24.00.

40.50 No Employee shall be displaced from the unit by the entry or re-entry of former academic administrators. If there is no vacancy in the Department/School concerned, the additional allocation shall not be at the expense of another Department/School allocation. Nothing in this Article shall be construed as contravening Article 20.00.

40.60

#### Salary on Entry or Re-entry

All academic administrators as described in Article 40.31 and 40.32 upon termination of their academic administrative appointments shall re-enter the bargaining unit and the following terms and conditions shall be fulfilled:

- (a) The President shall refer the matter of re-entry to the University Appointments Committee as described in Article 10.81.
- (b) The University Appointments Committee shall examine the professorial salary of the individuals concerned. If in the opinion of the University Appointments Committee the salary of the individual(s) re-entering the bargaining unit is not consistent with the terms and conditions of the current Collective Agreement, the University Appointments Committee shall devise a formula to ensure that the salary conditions of the Employee re-entering the unit are consistent with, and compatible to, the Collective Agreement.
- (c) The University Appointments Committee may, if it so desires, construct a salary formula for the re-entrant which would be implemented over three consecutive years. At the end of the aforementioned three-year period, the salary of the Employee re-entering shall be in conformity with the salary formula then in operation for the bargaining unit as a whole.

40.61

The above procedures shall also apply to academic administrators as described in Article 40.32 but shall be implemented only after the requirements of Article 40.32 (a) and (b) have been fulfilled.

40.62

#### Discipline

- (a) All academic administrators who, prior to their appointments as academic administrators or members of the Board of Governors, held faculty positions within the AUFA bargaining unit shall retain those faculty positions within AUFA during the time they hold academic administrative or Board member positions and may not be subject to dismissal from those faculty positions by the Board without the Board's following the procedures of Articles 14.01, 14.06, and 14.23 – 14.40, inclusive, of the Agreement. All academic administrators who did not hold faculty positions at the time of their appointment as academic administrators, if they also receive such appointments at that time, shall not be subject to dismissal by the Board from such faculty positions without the Board's following the procedures of Articles 14.01, 14.06, and 14.23 – 14.40, inclusive, of the Agreement.
- (b) Notwithstanding Article 40.33, the Board acknowledges the right of AUFA to represent such academic administrators described in Article 40.62 (a), including the right to grieve or pursue arbitration of behalf of such academic administrators pursuant to Article 18 and 19, inclusive, of the Agreement should an issue arise with respect to their rights under Article 14.01, 14.06, and 14.23 – 14.40 inclusive but only with respect to their faculty positions.
- (c) No provision in paragraphs (a) or (b) above will derogate from the Board's right to discipline or dismiss any of the said academic administrators from their positions as academic administrators, in accordance with its right to do so under the Collective Agreement or otherwise, and AUFA confirms that any such discipline or dismissal from an academic administrator position is not subject to grievance or arbitration under the Collective Agreement.

**Article 41.00 Commencement and Duration of Agreement**

41.10 Commencement

This Agreement shall come into effect on 1 July 2010.

41.20 Duration of the Agreement

This Agreement shall remain in effect until 30 June 2014, except for Articles 21, 25 and 26, which shall be re-opened for negotiation on or before 1 May 2013.

**Article 42.00     Assistant Deans**

42.10     Assistant Deans may be appointed in the Faculties of Arts, Pure and Applied Science, and Professional Studies. Such appointments shall be made on the recommendation of a committee consisting of the Vice-President (Academic), the Academic Deans, and two (2) members from the Faculty concerned elected by the full-time Employees in that Faculty. The appointment is for up to three (3) years, carries an administrative stipend as defined in Article 21.08, and a six- (6) hour course release. The Board shall supply the necessary funds to employ a replacement to cover the course release. The incumbent shall remain a member of the bargaining unit.

**Article 43.00 Instructors**

43.10 Rights and Benefits

43.11 Instructors shall have all the rights of the current Collective Agreement excepting Articles 10.03 - 10.10, Articles 10.20 - 10.21, Article 10.70, Articles 20.02 - 20.07, Article 21.07, Articles 24.10 - 24.11.

43.20 Appointment of Instructors

43.21 There shall be five (5) types of appointments for Instructors:

- (a) probationary
- (b) continuing
- (c) contractually limited term
- (d) half-time
- (e) part-time

Probationary, continuing and CLT appointments may be made on a half-time basis. The duties of a half-time Instructor shall be one-half of the responsibilities of a full-time Instructor.

43.22 Probationary Appointments

Instructors shall initially receive a probationary appointment for two (2) academic years.

- (a) Instructors converting to a probationary appointment from an Instructor CLT or part-time Instructor appointment with a minimum of two (2) academic years of experience at Acadia shall receive a probationary appointment for one (1) academic year.
- (b) Employees who are converting to a probationary appointment who have held a position with similar duties as the Instructor position shall have their time served in that position taken into consideration when determining the appropriate probationary term, which shall not exceed two (2) years.

43.23 Continuing Appointments

A continuing appointment means permanency of employment subject to the convention of the Collective Agreement.

43.24 Contractually Limited Term

- (a) A contractually limited term appointment may be made for varying periods of time in order to replace an Employee on leave or for other special circumstances.
- (b) A CLT Instructor position which does not replace an Instructor on Leave under Article 43.70 and has been filled under Article 43.21 for five (5) consecutive years, shall be continued as a probationary appointment.

If the person holding the CLT position to be continued has held that position for at least two (2) years, they shall be offered a probationary appointment for one (1) year during which time they shall be reviewed for a continuing appointment following the procedures in Article 43.40. If they decline the probationary appointment then the procedures in Article 43.27 shall apply.

43.25 Half-Time Appointment

Half-time appointments shall be made as defined in Article 43.21. Instructors wishing to convert their appointment to half-time status shall be governed by procedures set out in Article 10.11 - 10.12.

43.26 Part-time Appointments

Instructors positions or parts of positions may be authorized by the President and filled on a part-time basis.

43.27 Procedures for Appointment

- (a) The following portions of Article 10.00 of the Collective Agreement shall be considered to apply: 10.45, 10.51, 10.52, 10.53 (a), (d), 10.54, 10.55, 10.71, 10.72, 10.80, and 10.81. It is understood that advertising may be at a more local level (Article 10.52), and the Selection Committee (Article 10.53 (a) and 10.53 (d)(ii)) may have the cognate member and one faculty member deleted from its constitution.
- (b) The chair shall arrange for interviews of no more than three candidates in the first instance. Interviews shall be conducted by the selection committee.

43.28 Mode of Appointments

The President shall provide to each new or reappointed Instructor a letter of appointment which shall include the following:

- (a) the effective date of appointment;
- (b) the terminating date of appointment;
- (c) the type of appointment as specified in Articles 43.21-43.26;
- (d) the rank and salary of the Instructor as of the effective date of the appointment;
- (e) the Department to which the Instructor shall be attached;
- (f) special conditions, if any, including initial seniority in rank, or initial seniority towards award of continuing appointment, promotion, or sabbatical leave, or an emphasis on the criteria for appointment, award of continuing appointment, or promotion should these differ from the requirements for most Instructors;
- (g) appointments normally begin on 1 July, but they may become effective on other dates; if so, Instructors shall enjoy all appropriate benefits from the date of appointment, but seniority towards award of continuing appointment, promotion, or sabbatical leave shall begin from 1 July, following the commencement of employment;
- (h) a statement indicating if the Instructor has the appropriate academic qualifications or equivalent education and work experience as outlined in 43.30 or whether further qualifications must be obtained and indicating the year by which he/she should apply for continuing appointment;
- (i) an Employee who has been granted a leave in accordance with Article 24.40, 24.60 or 24.61 shall be granted an extension equal to the duration of the leave to any deadline specified in the letter of appointment.

43.30 Instructor Ranks

43.31 Instructor I shall include Instructors who hold a Masters degree or equivalent education and work experience and less than four (4) years of experience.

43.32 Instructor II shall include Instructors who hold a Masters degree or equivalent education and work experience and three (3) or more years of satisfactory Annual Career Development Meeting Reports or four (4) or more years of satisfactory work experience in a position with similar duties.

43.40 Review for Continuing Appointment

43.41 (a) An Instructor on a probationary appointment shall be reviewed by his/her Department by 31 October of the final year of the appointment. Instructors who have been placed on maternity leave, sick leave for a period of at least twenty-five (25) consecutive weeks, or family leave for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during his/her probationary appointment shall be granted a twelve month extension. The extension must be requested by 15 July of the final year of appointment (Article 12.01).

(b) The review for a continuing appointment shall be carried out by a committee made up of the Dean, as non-voting chair of the committee, the Head, and two (2) departmental members who interact professionally with the Instructor. All departmental members may submit written comments on the performance of the candidate but individuals for whom the Instructor carries out duties shall provide their written comments as part of the review process. These comments must be noted in the record of the review. The committee shall decide by simple majority its recommendation for continuing appointment based on the profile and responsibilities outlined in Articles 17.06 and 17.07. The Dean shall notify the Vice-President (Academic) in writing of the results of the review. The Vice-President (Academic) may request through the Dean that the committee reconsider its recommendation if the committee, in his/her opinion, has not adequately adhered to criteria and processes set out in this article. If the Vice-President (Academic) does not request such reconsideration, or after such reconsideration has taken place, he/she shall transmit the decision to the President, who shall send the decision to the candidate by registered letter. The President shall transmit a recommendation in favour of an Instructor to the Board.

(c) If a continuing appointment is denied for any reason, the Instructor may appeal to the UAC (as in Articles 12.50 and 12.60). If the candidate wishes to appeal the decision of the committee, then within ten working days of receipt of the registered letter, a notice of appeal must be sent to the Chairperson of the UAC with copies to the Dean and the Department Head.

(d) The procedures of Article 12.60 shall apply with the DRC and URC committees being replaced by the committee described in Article 43.41(b) with continuing appointment replacing all references to tenure.

43.50 Criteria for Promotion

There shall be two (2) Instructor ranks: Instructor I and Instructor II. An Instructor is eligible for consideration for promotion at any time, the essential element in any promotion being the demonstration of a record of achievement. Time of service in a particular rank shall not be used to

deny promotion to a higher rank.

43.50.1 A candidate's record of achievement includes teaching and service at other institutions, either prior to employment at Acadia or in parallel.

43.51 The factors to be considered in assessing performance of an Instructor for promotion to ranks above Instructor 1 shall be:

- (a) academic or professional qualifications and experience;
- (b) performance as an Instructor;
- (c) contributions to academic programs;
- (d) service.

All of these criteria must be present in an application for promotion although they need not be present to the same degree. It is the overall assessment of the candidate, according to the above noted criteria, which must guide the DRC's evaluation.

Notwithstanding the above, candidates may elect to include scholarship in their records of achievement, including scholarship at other institutions, either prior to employment at Acadia or in parallel.

- (a) Academic or Professional Qualifications and Experience

The normal criterion shall include an earned Masters at the rank of Instructor I or higher. Equivalent qualifications or experience may be substituted, such as professional qualifications in relevant fields, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline.

- (b) Performance as an Instructor

Performance as an Instructor shall be evaluated in relation to the duties of Instructor as outlined in Articles 17.06.1 and 17.07 and in relation to the Annual Career Development Meetings and supplemented by other materials provided under Article 12.03.

43.60 Qualifications for Promotion

The qualifications for promotion to Instructor II shall be possession of an earned Masters or its equivalent as specified in Article 43.51(a) and a record of accomplishment:

- (a) evidence of a positive record as an Instructor;
- (b) evidence of continuing contribution to the development of academic programs;
- (c) The records of the annual Career Development Meetings and other materials provided under Article 12.03 shall be a primary source of information in assessing (a)-(b) above.
- (d) additional qualifications such as a Ph.D. or other professional certification or degrees may be offered at the Employee's option; if offered they shall be taken into consideration.

43.61 The procedures set down in Articles 12.00 through 12.77 shall be used for promotion of Instructors.

- 43.70 Instructor Sabbatical Leave
- 43.71 Instructor Sabbatical Leave is the earned right of any Instructor who is granted leave by the Sabbatical Leave Committee.
- 43.72 Instructor Sabbatical Leave is intended to provide the opportunity for an Instructor to maintain currency in his/her field of expertise or area of academic responsibility.
- 43.73 Those Employees who are eligible are Instructors with a continuing appointment who are in their sixth or subsequent year of consecutive service as an Employee.
- 43.74 In determination of years of service at Acadia, interrupted service may be totaled if such provision is included in the most recent letter of appointment. Years of service at a different rank or in a different type of position (e.g. Lecturer or Assistant Professor) shall be counted towards an Instructor's eligibility for Sabbatical Leave.
- 43.75 Earned periods of leave shall be a six- (6) month leave for each six (6) full years of service.
- 43.76 The periods of leave may be from 1 January to 30 June or 1 July to 31 December. Instructors who are eligible for a six- (6) month leave on 1 July of an academic year, but opt to take their leave from 1 January to 30 June of that year, shall be given six (6) months of credit toward a subsequent Instructor Sabbatical Leave.
- 43.77 Instructors with six (6) or more years' eligibility whose applications have been approved and who have been asked by their Department to delay for one (1) year shall be granted leave the next year and shall receive one (1) year of credit toward a subsequent Instructor Sabbatical Leave.
- 43.78 An Instructor on Instructor Sabbatical Leave shall receive 80% of salary. The Instructor shall receive full benefits including but not limited to full group insurance and pension for the period of the leave. The Instructor shall continue to earn seniority rights and shall move normally on the grid in accordance with Article 21.00.
- The difference between an Employee's salary and her/his Instructor sabbatical salary shall be used to fund replacements for Instructors on Instructor sabbatical leave.
- 43.79 Procedures for Applying for Instructor Sabbatical Leave shall be in accordance with Article 24.12 - 24.24
- (a) The Employee shall submit a Instructor Sabbatical Leave project which satisfies the Department and the Sabbatical Leave Committee.
  - (b) For the Instructor, the proposal (24.13 (c)) shall indicate how it shall impact on the factors outlined in Articles 17.06.1 and 17.07.
  - (c) In cases where the Sabbatical Leave Committee is reviewing an application for Instructor Sabbatical Leave one of the members in 24.14 (c) shall be replaced by an appropriately elected Instructor.
  - (d) Employees who are eligible for Instructor Sabbatical Leave may opt to defer their Leave to the following year and shall be given one (1) year of credit toward a subsequent leave. Employees

shall apply for deferral in writing to the Head and send a letter stating the dates of an intended Instructor Sabbatical Leave to the Vice-President (Academic) by 1 October of the year preceding the year in which the Leave would normally have been taken.

**Article 44.00 Open Acadia**

44.01 Open Acadia is the organizational unit of Acadia University responsible for the delivery of credit courses and programs through distance education during Spring and Summer Terms or through extension.

For the purposes of Article 44, “instructor” shall mean any Employee who is responsible for an Open Acadia course.

44.02 Distance education courses are those courses in which students and instructors are physically separated for all or most of the course. Courses may be offered in synchronous or asynchronous mode, make use of a variety of media, and provide opportunities for interaction.

44.03 Employees may work on contract with Open Acadia and such contracts shall not violate the terms of this Agreement. Appendix I shall be used when Employees are contracted to develop online credit courses for Open Acadia.

All positions shall be advertised and the procedures of Article 11 shall apply.

The recommendation to teach a credit course in Open Acadia shall be made by the Head of Department.

44.04 Full-time Employees, unless otherwise stipulated in Article 17.31, shall not be required to teach courses offered through Open Acadia. However, with the assent of the full-time Employee, on the recommendation of the Head, and with the approval of the Dean and the Vice-President (Academic), a full-time Employee may teach one Open Acadia course as part of a normal teaching load. In this case, no additional stipend shall be paid to the full-time Employee, but traveling and other approved expenses shall be paid as appropriate.

44.05 Courses offered through Open Acadia except those offered under Article 44.04 shall not be counted in calculating the teaching load of a full-time Employee, nor shall the holder of a part-time teaching appointment be considered full-time because of the teaching of such courses.

44.06 Employees working on contract with Open Acadia shall comply with the provisions of Article 17.02 A, 17.06, 17.08, except as modified as follows: 17.02 A (b) for distance learning course materials, revision procedures are specified on the course development contract, (c) for distance learning courses, examinations are by external proctor, for (c), (d) and (e) specific requirements for duties other than the course for which the Employee is being contracted shall be articulated on the teaching contract as applicable, (h) does not apply to distance learning courses, (m) does not apply. Open Acadia shall manage the course evaluation process (Article 17.02 A (n)), reporting the evaluations to the Head of the appropriate Department who shall forward them to the Employee s per Article 15.55. The current course evaluation form used by the appropriate Faculty shall be used for all Open Acadia courses.

44.07 Full-time Employees shall be permitted to continue ongoing commitments to Open Acadia during Sabbatical Leave providing that they specify this commitment as part of their sabbatical plan. In cases where the Employee is unable to continue such commitment, the Employee shall inform the Director of Open Acadia, and the Director shall consult with the Head to make alternative arrangements. Course materials developed for the purpose of teaching courses offered through Open Acadia shall be made available to the interim Employee.

Article 44.00 Appendix I

DISTANCE EDUCATION COURSE DEVELOPMENT CONTRACT

This Course Development Agreement (the "Agreement") is effective as of ("Effective Date")

BETWEEN:

The Governors of Acadia University, on behalf of Open Acadia (the "University")

AND

[\_\_\_\_\_], with an address at [\_\_\_\_\_] and phone number {\_\_-\_\_-\_\_} and E-mail of {\_\_\_\_\_} (the "Course Developer").

WHEREAS:

The University and the Course Developer intend this to be a contract of service to create a distance education course ("Course") that will normally be taught by the Course Developer under a Separate teaching contract with the University;

Both parties acknowledge that the Course is an integral part of Open Acadia's program; and

The University and Course Developer acknowledge and agree that this Course may contain original expression contributed by the Course Developer and/or employees of the University; and

The University would like to obtain the rights to use the Course or portions of the Course in its distance education course offerings.

THE PARTIES AGREE AS FOLLOWS:

1. COURSE DEVELOPMENT

1.1 The Course Developer will develop or revise as indicated, or assist in said development or revision, the Course entitled \_\_\_\_\_ in the following format(s).

- Internet (online) delivery
- Print Package delivery

2. DEVELOPMENT OF THE COURSE

2.1 The parties agree that the Course will be created or revised during the period from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_. The Course Developer shall deliver the Course in all formats or modes in which it is expressed or fixed.

3. PAYMENT

3.1 The Course Developer will be paid a total fee of \$\_\_\_\_\_, on approval, in writing, of the final Course by the University. This amount includes 4% vacation pay.

4. IP OWNERSHIP

- 4.1 The University and the Course Developer acknowledge and agree that any right, title and interest in and to the Course that is conceived, produced or developed by the Course Developer shall be owned by the Course Developer.
- 4.2 The Course Developer hereby grants to the University, a fully paid-up, royalty-free, exclusive worldwide license under the Course Developer's title and interest in and to the Course, to reproduce, distribute and sell the Course, and to incorporate the Course, in whole or in part, into new course offerings in all media and all formats in the education market for a period of seven (7) years. The University will not sell, assign, license or otherwise transfer the Course or portions thereof to a third party without the prior written consent of the Course Developer.
- 4.3 The Course Developer retains the right to use all or portions of the Course for research purposes, or for publication in an alternate form such as textbooks, manuals, or the like.
- 4.4 The Course Developer will not use the Course, or any materials authored by them and incorporated in the Course, to develop, revise or deliver courses for use with other education institutions or organizations.
- 4.5 Any revisions or changes to the Course will be subject to standard University course review procedures.

5. COURSE MATERIALS AND WARRANTY

- 5.1 The Course Developer warrants that all materials contributed to the Course are original or compliant with the Copyright Act. Should the Course Developer use students, contractors or other Acadia employees (hereafter, collectively "Participants") to assist in the development or revision of the Course, the Course Developer is responsible to secure an assignment of copyright rights, including a waiver of moral rights in the Course, from said Participants. These assignments and waivers shall be provided to the University at the University's request. The Course Developer will not use materials from other copyrighted works or works in which the course Developer has previously assigned their copyright, without the prior written consent of the copyright holder. These written consents shall be provided to the University at the University's request.

6. GENERAL

- 6.1 The Course Developer agrees to abide by the academic regulations and policies of Acadia University as they may be amended from time to time, including but not limited to the Open Acadia Calendar.
- 6.2 This Agreement shall be construed and interpreted in accordance with the laws of the province of Nova Scotia.
- 6.3 This Agreement constitutes the entire agreement between the parties. This Agreement cannot be assigned or modified unless it is mutually agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Governors of Acadia University

Course Developer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director/Head of Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Open Acadia

\_\_\_\_\_  
Date

**Article 45.00 Professional Librarians**

45.01 Professional Librarians shall have all the rights of the current Collective Agreement excepting Articles 10.01 – 10.80, Article 11.00, Article 12.01 (a), Article 12.02 – 12.27 and 12.70 – 12.96, Article 15, Articles 17.20 – 17.34, Articles 17.36 – 17.37, Articles 20.02 – 20.07, Article 21.09, Article 37.00, and Article 43.00.

**Article 50.00 Librarian Appointments**

50.01 Except as may be necessary for the correction of inequities as may be agreed between the Parties, the same standards of non-discrimination and employment equity as in Article 3.00 shall be applied in making new appointments.

50.02 The President shall determine the type of appointment when filling positions in the University library. The President shall authorize recruitment for positions to replace those opened through normal attrition. There shall be a minimum continuing complement of ten (10) full-time Librarians who are members of the bargaining unit.

50.03 Only the following types of Librarian appointments may be made:

- (a) continuing
- (b) probationary
- (c) contractually limited term (CLT)
- (d) part-time
- (e) temporary

Continuing, probationary and CLT positions may be filled on a half-time basis. The duties of a half-time Librarian shall be one-half of the responsibilities of full-time Librarians.

50.05 Continuing Appointment

Continuing appointment means permanency of employment subject to the convention of the Collective Agreement.

A Librarian may be appointed to a continuing appointment:

- (a) on an initial appointment upon the recommendation of the Library Selection Committee in instances where the Librarian is leaving a continuing appointment at another Library;
- (b) upon completing a successful probationary appointment;
- (c) upon fulfilling the conditions outlined in Article 50.09.

50.06 Probationary Appointment

A probationary appointment means appointment for a specified probationary period, which leads upon successful completion to a continuing appointment.

- (a) A Librarian may be appointed to a probationary position upon the recommendation of the Library Selection Committee. The probationary period shall normally be for three (3) years, but may be reduced, based on relevant professional experience, or advanced qualifications, as recognized by the University. Probationary periods shall be no less than one (1) year. The Committee shall recommend the length of the probationary period.
- (b) In all cases, the probationary period shall begin with the date of appointment. The probationary period shall be specified in the letter of appointment (Article 50.70).
- (c) A Librarian in the first year of probation shall undertake a Career Development Meeting

with the Research Services Head-at the end of six (6) months and annually in any subsequent years of probation.

- (d) No later than six (6) months prior to the end of the probationary period, a Librarian on probation shall be considered for a continuing appointment in accordance with procedures given in Article 51.00. Librarians who have been placed on leave (other than Doctoral Study Leave as defined in Article 24.98 or Exchanges as defined in Article 24.90) for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during his/her probationary appointments shall be granted a twelve (12) month extension for each such leave. The extension must be requested prior to the deadline cited in Article 51.01.

50.08

#### Contractually Limited Term Appointment

A Contractually Limited Term (CLT) appointment may be made for varying periods of time up to and including thirty-six (36) months at any given time.

A Librarian may be appointed to a contractually limited term position upon the recommendation of the Library Selection Committee.

- (a) In the case of CLT appointments of less than six months duration, a Librarian may be appointed by an *ad hoc* CLT Committee composed of the Research Services Head as Chair, the University Librarian and two (2) Librarians elected from the eligible members as defined in Article 50.50.
- (b) A Librarian who has served on CLT appointments, and who is the successful candidate for a probationary appointment shall, upon the recommendation of the Library Selection Committee, be entitled to a reduction of the probationary period. No such reduction shall reduce the probationary period to less than one (1) year.
- (c) No Librarian who has served on CLT appointments may receive a continuing appointment without being recommended for it by the Library Review Committee.
- (d) CLT appointments that do not replace Librarians on leave are intended to provide staffing flexibility and the number of persons holding such appointments shall at no time exceed two (2), without the written consent of the Association.

50.09

#### Conversion of CLTs to Continuing Appointments

- (a) Any of the CLT positions which do not replace Librarians on leave under Article 24.00 or 26.30, or do not replace Librarians holding service or academic administrative positions, and have been filled by appointees under 50.08 for five (5) years or more continuing CLT service or seven (7) years or more of total CLT service shall be continued as continuing appointments.
- (b) The Employee who holds the CLT position shall be reviewed by the Library Review Committee for continuing appointment, the terms of which shall be no less than his/her current appointment, in accordance with Article 50.08. A review shall take place no later than 31 October of the fifth or seventh year of service, as appropriate.

- (c) The review for a continuing appointment shall be undertaken by Library Review Committee which shall be made up of the Research Services Head and three additional members elected from among the eligible members of the Sector as defined in Article 51.10 (e). All the members of the Sector shall be invited to submit written comments on the performance of the candidate to the Library Review Committee. These comments must be noted in the record of the review. The results of the review shall be transmitted in a letter by the Research Services Head to the University Librarian with a copy of the letter to the Employee. The University Librarian shall notify the Vice-President (Academic) in writing. The Vice-President (Academic) shall transmit the decision to the President, who shall send the decision to the candidate by registered letter. The President shall transmit a recommendation in favour of the Employee to the Board.
- (d) If a continuing appointment is denied for any reason, the Employee may appeal to the UAC (as in Articles 12.50 and 12.60). If the candidate wishes to appeal the decision of the committee, then within ten (10) working days of receipt of the registered letter, a notice of appeal must be sent to the Chairperson of the UAC with copies to the University Librarian and the Research Services Head.
- (e) The procedures of Article 12.60 shall apply with the LRC and URC committees being replaced by the committee described in Article 50.09 (c).

50.11 Conversion to Half Time Appointments

Librarians with continuing or probationary appointments may request a half-time appointment, subject to the following conditions.

An application by a full-time Librarian with a continuing or probationary appointment must be made to the President, with copies to the Research Services Head, University Librarian and Vice-President (Academic) by the 31 December prior to the 1 July on which the change of status shall become effective. The Research Services Head, University Librarian and Vice-President (Academic) must all be in agreement with the change. This agreement must also include the length of time that the half-time status will be in effect.

The President shall provide a new appointment letter reflecting the half-time status.

50.12 The duties of a half-time Librarian who is employed on a twelve- (12) month basis shall be one-half of the responsibilities and standard workload of full-time Librarians as indicated in Article 17.01.

Duties may be spread over the twelve- (12) month period, or may be condensed, depending upon the agreement reached by the Librarian, the Research Services Head and the University Librarian.

50.13 The half-time Librarian shall retain her/his status, rank and seniority. All half-time Librarians shall participate, when they become eligible, in all pension and group insurance benefits.

50.15 All Articles of this Collective Agreement shall apply to all half-time Librarians.

50.31 In cases where a Librarian resigns from a continuing or probationary position and insufficient time is available to follow normal appointment procedures, a CLT appointment may be made. Every effort shall be made to avoid delays in the hiring procedures.

50.32 Where a Librarian is granted half-time status, and where a replacement for the reduction to the Library is authorized on the recommendation of the Librarians, the University Librarian and the Vice-President (Academic), the level of replacement may be part-time or CLT, and for all or part of the period during which the half-time arrangement is in place.

50.40 Part-Time Appointments

Part-time appointment means appointment to a position for less than seventeen and one-half (17.5) hours per week.

A Librarian may be appointed to a part-time position upon the recommendation of the Library Selection Committee.

Copies of appointment letters for all part-time Librarians by name, salary, and hours shall be provided by the Board to the President of the Association each semester.

50.45 Temporary Appointments

In certain circumstances not otherwise provided for by this Agreement such as sickness, death, or late resignation, the Board may act through its academic administrative appointees to fill vacancies. Appointments so made shall be for a limited period not exceeding twelve months and the appointment procedures laid down in this Agreement shall be followed to the extent that is possible under the circumstances. All efforts shall be made to avoid delays in the process of hiring.

When a Librarian is, for medical reasons, suddenly unable to fulfill her/his professional obligations, the following guidelines shall be used in making arrangements to cover the services affected by the Librarian's absence;

- (a) If the anticipated absence is for a period of less than two (2) weeks, it is assumed that other members of the Research Services Sector shall, whenever possible, assist in the supervision and delivery of services concerned.
- (b) If the anticipated absence is for a period of more than two (2) weeks, steps shall be taken to secure temporary assistance. Where such assistance is not available, members of the Sector shall recommend to the University Librarian service priorities and staffing requirements for the period of the anticipated absence.

50.50 Procedures for Appointment

Librarians who have continuing or probationary appointments or who have completed two consecutive years in a CLT position may participate in any appointment procedure. Employees on leave pursuant to Article 24 who have rights to vote as specified in this Article may exercise these rights during the leave. They shall be notified of such rights by the Head sending an e-mail to the Employees' e-mail address and must respond and exercise such rights no later than three (3) working days after the e-mail is sent.

Where conflict of interest exists, the Librarian having such a conflict shall withdraw completely from the appointment procedure.

50.51 Authority to Recruit

- (a) Recruitment of Librarians requires the authorization of the President or the Vice-President (Academic). Failed searches for authorized positions do not require reauthorization.
- (b) Authorizations to recruit CLT and part-time Employees for the following academic year shall normally be given to the Research Services Head no later than 1 January.

50.52

#### Advertising

- (a) Positions shall be advertised on the advice of the Library Selection Committee through the office of the Vice-President (Academic) in appropriate electronic media, academic and professional journals, including Canadian publications relevant to the library profession as established by the Library Selection Committee, once the authority to fill the position has been granted.

The advertisement shall designate rank, but not "step" (e.g., Librarian I or II).

No search is required in the case of a position being filled under the auspices of Article 50.09.

- (b) All advertisements shall include the following statement: The University invites applications from all qualified individuals. Acadia University is committed to employment equity and diversity in the workplace and welcomes applications from Aboriginal peoples, African Nova Scotians, persons with disabilities, visible minorities, women, and persons of any sexual orientation or gender identity.” Applicants for all positions shall be encouraged to complete an Employment Equity self-identification form (Article 3.30) as part of the hiring process.
- (c) Applications shall be directed to the Chair of the Library Selection Committee.
- (d) All Librarian positions to be filled by an Employee shall be advertised.
- (e) All CLT positions to be filled by a full-time Employee shall be advertised, except:

No advertisement is necessary where the Sector wishes to retain for further contractually limited appointment the services of an Employee whose contractually limited appointment is about to expire, if two thirds of the members of the Sector are in favour of retaining the Employee, provided that an authorized vacancy still exists.

- (f) All other positions shall be advertised in electronic media as deemed appropriate by the Research Services Head in consultation with the University Librarian in accordance with the procedures of Article(s) 50.40 and 50.45.

50.53

#### Procedures within the Library

- (a) The Library shall have a Selection Committee having the following membership:
  - (i) the Research Services Head, who shall be Chair
  - (ii) the University Librarian
  - (iii) three (3) Librarians, elected from the eligible members as defined in Article 50.50
  - (iv) a Dean or Professor chosen by the Vice-President (Academic)

Librarians elected to serve on Selection Committees may only carry out their duties after completing a workshop which shall cover the principles, objectives, recent history, best practices, and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the Parties, with advice if necessary from an advisor on equity agreed to by the Parties.

- (b) With reference to the criteria in Article 50.60, the Selection Committee shall establish a short list of candidates which shall be made available to the Librarians. Librarians who wish to comment on the short list drawn up by the Committee shall have two (2) working days from the time of the distribution of the list to make their views known to the Committee. The Committee shall then finalize the short list which shall be redistributed to the Librarians and copies thereof provided to the Vice-President (Academic) and the President.
- (c) The Chair shall arrange for interviews of a minimum of two and no more than three candidates in the first instance, unless only one qualified candidate has been found; further candidates may be interviewed on the approval of the Vice-President (Academic). Interviews shall be conducted by the Library Selection Committee. Each candidate shall meet the Vice-President (Academic), and a representative of AUFA designated by the AUFA Executive. Whenever possible, Librarians shall have an opportunity to meet with the candidates, each of whom shall, whenever possible, deliver a presentation.

In the case of CLT appointments of twelve (12) months or less or part-time appointments, on-site interviews, or travel by committee members for the purpose of interviewing, shall be authorized only with the approval of the Vice-President (Academic) upon recommendation of the Library Selection Committee.

The short-listed candidates shall receive a copy of the Collective Agreement from the Vice-President (Academic) during their visit.

- (d)
  - (i) All Librarians shall be invited to submit individual written comments to the Library Selection Committee. After full consideration of the written comments of Librarians, and comment by Library staff, the Library Selection Committee shall make a recommendation to the Vice-President (Academic) that a specific candidate be appointed with a rationale for the candidate's suitability in relation to other candidates and with reference to the criteria in Article 50.60. The recommendation shall include any special conditions of appointment such as, but not limited to, start-up funds, seniority towards continuing appointment, and credit towards sabbatical leave. The Committee shall recommend an appropriate rank and suggest a salary. The remaining candidates on the short list who are deemed acceptable by the Library Selection Committee shall be listed in order of priority.
  - (ii) In keeping with the principles of employment equity in Article 3.20, when two (2) or more candidates are otherwise equal and one of the groups specified in Article 3.20 is under-represented within the Sector, preference shall be given to the candidate of the under-represented group identified in that case.
  - (iii) The Library should ensure that it has advertised in Canadian publications and that the offer is made to a suitable candidate who is a Canadian citizen or landed immigrant. If a suitable candidate cannot be found in the above category, the search may be widened and an offer made to a non-Canadian.

50.54 The recommendation of the Selection Committee shall be sent in a letter to the Vice-President (Academic) in confidence with a copy to the President of the Association. This letter shall include: where and when the position was advertised, a copy of the candidate search advertisement, a list of the Selection Committee members, dates of Selection Committee meetings, and candidate interview date(s). For appointments that are designated as replacement positions, the letter shall indicate who is being replaced. The President of the Association shall scrutinize all recommendations of appointments to ensure that they have been made in conformity with the terms of the Collective Agreement.

The Vice-President (Academic) shall comment in a letter on the recommendation of the Selection Committee and shall forward the recommendation and any comments to the President of Acadia University.

50.55 The President or Vice-President (Academic) may request the Library Selection Committee to reconsider the proposed appointment, giving reasons for the request based on the criteria in Article 50.61. Following this reconsideration, in instances where it is requested, the recommendation(s) of the Committee and the President shall be forwarded to the Board for its action. This correspondence shall be copied to the President of the Association.

50.56 A Presidential letter of recommendation to the Board to reject the recommendation from the Library Selection Committee shall be only on the basis of the criteria set out in Article 50.61. The letter shall be copied to the President of the Association.

50.57 Notification of Acceptance

The Employer shall forward a copy of the letter of acceptance of a job offer to the Association within five (5) working days of receipt.

50.60 Criteria for Appointment

50.61 The factors to be considered in assessing applicants for appointment as Librarians to the University shall be as follows:

- (a) verifiable academic qualifications, i.e., earned degrees, diplomas, and the like. The minimum academic qualification for appointment as a Librarian is a Master of Library Science or Archival Studies or its equivalent from an institution accredited by the American Library Association or an equivalent organization acceptable to the University;
- (b) performance and potential as a Professional Librarian. Both qualitative and quantitative aspects shall be considered. These shall include such factors as the number of years in the profession and records of performance. Evaluation of past performance and ability and potential to participate in and contribute to the programs of the Library shall both be considered.
- (c) previous contribution to a library, university, or institution, including library services and program development;
- (d) contributions to the library or archival profession, including but not limited to, service or activities in professional organizations, service programs, and the like;
- (e) scholarly activity, including, but not limited to, research and publications;

50.62 The above factors shall be used by the Library Selection Committee in its evaluation of candidates. The Library Selection Committee shall state the criteria to be used for evaluation, and their relative emphasis for each vacancy prior to reading the letters of application for each vacancy.

50.70 Mode of Appointments

The President shall provide to each new Librarian a letter of appointment which shall include the following:

- (a) the effective date of appointment;
- (b) the terminating date of the appointment;
- (c) the type of appointment as specified in Article 50.02;
- (d) the rank and salary of the Librarian as of the effective date of the appointment;
- (e) special conditions, if any, including initial seniority in rank, or initial seniority toward award of continuing appointment or Sabbatical Leave, or an emphasis on the criteria for appointment, promotion and/or continuing appointment should these differ from the requirements for most Librarians;
- (f) appointments may become effective at any time, but normally begin on 1 July. Librarians shall enjoy all appropriate benefits from the date of appointment. Where an appointment is made after 1 July but before or including 31 December, seniority towards a continuing appointment, promotion, and sabbatical leave shall be retroactive to 1 July preceding employment. When an appointment takes effect between 1 January and 30 June, then seniority towards continuing appointment, promotion, and sabbatical leave shall be the following 1 July;
- (g) the letter shall state that the appointment is subject to the terms and conditions of this Agreement;
- (h) a statement indicating if the Librarian has the appropriate academic qualifications or whether further qualifications must be obtained, and indicating the year by which they should apply for continuing appointment;
- (i) A Librarian who has been granted a leave in accordance with Article 24.40, 24.60 or 24.61 shall be granted an extension equal to the duration of the leave to any deadline specified in the letter of appointment.

50.72 One copy of the letter of appointment shall be sent to each of the Research Services Head, the University Librarian, the Vice-President (Academic), the Associate Vice-President (Finance) and Treasurer, the Executive Director of Human Resources, the President of the Acadia University Faculty Association, and the Chair of the University Appointments Committee, as described in Article 10.81.

50.80 Adherence to Procedures

No candidate shall be appointed without adherence to the above procedures.

**Article 51.00 Continuing Appointment and Promotion of Librarians**

51.01 Librarians wishing to be considered for joint continuing appointment and promotion, or promotion shall indicate their intent by 15 July.

51.02 If one or more Librarians indicate that they intend to apply for continuing appointment or promotion, then the Research Services Head shall so inform the University Librarian and the Chair of the University Review Committee (“URC”) and, in accordance with Article 51.10, establish Library Review Committees (“LRCs”) by 31 August.

Librarians who wish to request an extension under the terms of Article 50.06(d) must do so by 15 July.

51.03 A Librarian wishing to be considered for joint continuing appointment and promotion or promotion shall, by 1 September, provide the Head with a dossier which contains the following:

- (a) a complete up-to-date professional résumé which adheres to the form described in Appendix II of this Article;
- (b) a copy of the letter of appointment and any other letters relating to the candidate’s current responsibilities;
- (c) a covering letter indicating progress since the candidate’s initial appointment or the last promotion, whichever is the more recent;
- (d) all records and associated correspondence of the career development meetings specified in Article 55 and copies of sabbatical report as per Article 24.23;
- (e) any other material which the candidate deems to be pertinent to the application.
- (f) The dossier shall be contained in a single binder. The dossier shall contain a detailed table of contents listing every individual document with a unique index code for each document. In addition to the paper dossier, the materials in (a) and (c) and the dossier’s table of contents shall be submitted in electronic form to the Secretary of the URC. Before passing the dossier from the LRC to the URC, the candidate and the chair of the LRC shall confirm that all material listed in the index is in fact present. Electronic documents are also to be sent to the URC by the Secretary of the LRC.

51.10 Library Review Committee

- (a) There shall be a Library Review Committee (“LRC”) for each application for joint continuing appointment and promotion or promotion.
- (b) It shall be the responsibility of the LRC to receive and review all applications for continuing appointment or promotion and to make recommendations to the URC.
- (c) Those eligible to elect the LRC members shall be those in the Library holding the rank of Librarian I, Librarian II, Librarian III, or Librarian IV, excepting those in the first year of appointment.

- (d) Each LRC shall have a membership of six (6) and be composed of:
  - (i) the University Librarian who shall be Chair but shall not vote except to break a tie;
  - (ii) the Head of Research Services;
  - (iii) three (3) additional Librarians elected from among the eligible Librarians, subject to the terms in (e) below, one of whom shall be secretary to the committee; two (2) of these members shall serve on all LRCs within a given academic year;
  - (iv) If there are insufficient eligible Librarians, then an sufficient additional number to make a total of five (5) shall be selected using the process in Article 51.10 (d) (vi);
  - (v) One (1) tenured Professor elected from the cognate list in 51.10 (d) (vi).
  - (vi) The Sector shall consult with the candidate to draw up a cognate list of eligible and willing members of other Departments whose interests and expertise make them appropriate members of the candidate's LRC. This list shall include a sufficient number of cognate members to meet the requirements of Articles 51.10 (d) (iv) and (v). Should the consultation result in a list of cognates exceeding the number required by 51.10 (d) (iv) and (v), the Sector members eligible to elect members to a LRC shall elect members from the aforementioned list.
  - (vii) The quorum for LRC meetings shall be five (5) members including the chair.
- (e) Eligible Librarians are those who have held their positions for a minimum of two (2) consecutive years, or who have probationary or continuing appointments; who are not applying for continuing appointment or promotion during the year of committee membership; who do not otherwise have a conflict of interest; and who have attended at least one of the workshops described in 12.01 (b) during the term of this Collective Agreement.
- (f) If the Head is applying for continuing appointment or promotion, or has a conflict of interest with the candidate, then, during the year of application, the Head's duties on the committee shall be performed by an alternate eligible Librarian, elected by the Librarians eligible to elect members to a LRC. The replacement shall be for the entire academic year in which the Head is applying.

51.20 Library Review Committee Procedures

51.21 The LRCs shall review all applications for continuing appointment and promotion and make recommendations to the URC according to the following schedule:

- (a) Joint Continuing Appointment and Promotion or Promotion to Librarian III: no later than 15 November of the academic year in which the appointment terminates.
- (b) Promotion to Librarian IV: no later than 31 January of the academic year during which the application for promotion is made.

51.22

Each LRC must adhere to the following:

- (a) It must not use anonymous material, except for formal course evaluations by students (see Article 1.05).
- (b) The LRC shall meet at least twice. At its first meeting, the LRC shall confirm that it has been properly constituted and shall select a secretary who shall record minutes of each meeting, keep a file of all documents consulted, and ensure completion of the LRC procedure form. At this meeting, the LRC shall verify that the dossier satisfies the requirements of Article 51.03. Should the candidate's application be incomplete, the LRC must give the candidate the opportunity to resubmit a completed application. Candidates shall have five (5) working days to resubmit a completed application.
- (c) Once the dossier is complete, the LRC must invite all eligible Librarians as defined in 51.10(c) above, other than members of the LRC, to submit their views in writing on the suitability of the candidate's application. Eligible members of the Sector shall be given five (5) working days to submit their views. The written submissions become part of the candidate's dossier.
- (d) At least three (3) working days before its second meeting, the LRC must make available to the candidate any materials in the candidate's dossier that were not submitted by the candidate.
- (e) At its second meeting, the LRC shall review the application. The candidate shall be invited to discuss the contents of the dossier. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be interpreted in a negative fashion in any of the proceedings. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its recommendation in camera. The candidate may choose to be accompanied to the meeting by an Employee who may advocate for the candidate.
- (f) If members of the committee have concerns over any aspect of the dossier, the candidate shall be given an opportunity to respond to those concerns. In the event that the candidate fails to respond, the committee may freely debate the issue(s) of concern.
- (g) The LRC must base its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement.

51.24

In arriving at its recommendation, the LRC may consider no material in addition to that contained in the dossier or made available during the procedure outlined in Article 51.22.

51.25

The LRC shall decide by simple majority its recommendation. The recommendation shall be based on the criteria and qualifications in Articles 51.80 and 51.90. In cases of a joint continuing appointment and promotion, the LRC may recommend, with the written consent of the candidate, deferral on the basis of clearly stated conditions based on the criteria in the relevant articles of this Agreement.

51.26

At least five (5) working days prior to forwarding its recommendations to the URC, the LRC shall write a letter to the candidate, recording the recommendation of the committee and summarizing the views expressed by members of the LRC both for and against the recommendation. The candidate

may reply to this letter to correct errors of fact within three (3) working days. Where the Parties agree, the deadline may be extended (1.30).

The LRC shall then revise the letter if necessary and forward it to the Chair of the URC, with a copy to the candidate. The candidate may also write to the URC at this time.

- 51.27 The Secretary of the LRC shall forward minutes of its meetings and the candidate's dossier and the signed LRC procedure form to the Chair of the URC.
- 51.30 University Review Committee
- 51.31 Applications by Librarians for continuing appointment or promotion shall be reviewed by the (URC) as specified in Articles 12.30 to 12.44.
- 51.50 University Appeals Committee
- 51.51 Appeals against decisions of the URC may be made to the University Appeals Committee (UAC) as specified in Article 12.50 to 12.61.
- 51.70 Procedures relating to decisions on Continuing Appointment and Promotion
- 51.71 The President shall transmit decisions of the UAC or recommendations of the URC or the UAC in favour of the candidate to the Board.
- 51.72 If the Board decides not to adopt the recommendation of the URC, it shall do so only on the basis of the criteria stated in the relevant Articles of this Agreement and shall give written reasons for its decision to the candidate, the LRC, the President and the Association.
- 51.73 In cases of continuing appointment, if the Board's decision is that it be denied, the candidate's appointment shall terminate at the end of the current probationary term.
- 51.74 Decisions on continuing appointments shall be deferred only with the written agreement of the candidate and on the basis of clearly stated conditions based on the criteria in the relevant articles in this Agreement. The meeting of these conditions shall result in the award of continuing appointment. Final decisions must be reached within one year, and the candidate's probationary term shall be extended to make deferral possible.
- 51.75 The President shall communicate the Board's decisions on joint continuing appointment and promotion or promotion according to the following schedule:
- (a) Joint Continuing Appointment and Promotion/Promotion to Librarian III  
No later than 31 March of the academic year in which the application for continuing appointment is made.
  - (b) Promotion to Librarian IV  
No later than 31 May of the academic year in which the application for promotion is made.

51.76 Recommendations on applications by Librarian candidates for continuing appointment or promotion shall be included in the annual report summarizing the activities of the URC as specified in article 12.76.

51.77 Recommendations on applications by Librarian candidates for continuing appointment or promotion shall be included in the annual report summarizing the activities of the UAC as specified in article 12.77.

51.80 Criteria for Continuing Appointment and Promotion

51.81 Consideration for Promotion

A Librarian is eligible for consideration for promotion at any time, the essential element in any promotion being the demonstration of a record of achievement over a period of time. Time of service in a particular rank may not be used to deny promotion to a higher rank.

51.82 A candidate's record of achievement over a period of time includes scholarship and service at other institutions, either prior to employment at Acadia or in parallel.

51.83 The factors to be considered in assessing performance of a Librarian in relation to continuing appointment and promotion to ranks above Librarian II shall be:

- (a) academic qualifications
- (b) performance as a Librarian
- (c) scholarly activity
- (d) service

All of these criteria must be present in an application for continuing appointment and promotion. Nevertheless, performance as a Librarian shall receive greater relative emphasis than scholarly activity or service, unless stated otherwise in a candidate's letter of appointment or as indicated by the candidate's current responsibilities. It is the overall assessment that must guide the LRC's, URC's and UAC's decisions. Remuneration received in connection with the criteria shall in no way diminish their value in consideration for continuing appointment and promotion.

(a) Academic Qualifications

The minimum criterion is a Master of Library Science or Archival Studies from an institution accredited by the American Library Association. Equivalent qualifications and/or experience may be substituted where a candidate has accumulated experience judged to be particularly relevant and valuable. The Letter of Appointment should state whether or not the Librarian has the appropriate academic qualifications, or whether further qualifications must be obtained. Once a candidate has been recognized as having appropriate academic qualifications either by Letter of Appointment or by a ruling of the LRC and URC during consideration for continuing appointment or promotion, the criterion of academic qualification shall be deemed satisfied for future consideration under this article.

(b) Performance

Performance of library responsibilities, scholarly activity and service shall be evaluated in relation to the duties expected of Librarians in Articles 17.02 B or 17.02 C, 17.03 B, 17.04

and 17.05, and in relation to the annual Career Development Meetings and supplemented by other materials provided under Article 51.03.

- 51.84 The Parties recognize that the nature of library responsibilities, scholarly activities and service contributions may vary from Librarian to Librarian and from time to time according to program assignments. As a consequence, the evidence used to demonstrate levels of performance will also vary. To assist Librarians with the preparation of their dossier and professional résumé, lists of activities which might be used to demonstrate the required level of competence in the various criteria at each rank have been appended as Appendix I. The list of activities is neither inclusive nor exclusive.
- 51.85 The assessment of Librarians shall take due account of performance in the specified spheres of library service and non-library service activities, giving such performance the same relative emphasis as indicated by their order in Article 51.83, unless stated otherwise in the candidate's letter of appointment or as indicated by the candidate's current responsibilities.
- 51.90 Qualifications for Continuing Appointment and Promotion
- 51.92 Continuing Appointment
- The qualifications for continuing appointment shall be:
- (a) possession of a Master of Library Science or Archival Studies or its equivalent as specified in Article 51.83(a);
  - (b) evidence of satisfactory performance as a Librarian;
  - (c) evidence of involvement in scholarly activity;
  - (d) evidence of participation in activities that contribute to the functioning of the University.
  - (e) the records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (b) – (d) above.
- 51.93 Librarian II
- Promotion to the rank of Librarian II shall coincide with the awarding of continuing appointment for a Librarian appointed to a Librarian I rank in a probationary appointment.
- 51.94 Promotion to ranks beyond Librarian II shall be based upon the criteria, with the same priority as specified in articles 51.83 and 51.85.
- 51.95 Librarian III
- Promotion to the rank of Librarian III shall be based upon a record of accomplishment.
- (a) evidence of a positive record of performance as a Librarian;
  - (b) evidence of accomplishment in the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity;

- (c) evidence of service to the University and academic community, the profession and/or the community;
- (d) the records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (a)-(c) above.

51.96

Librarian IV

Promotion to the rank of Librarian IV shall be based upon:

- (a) evidence of a high record of performance as a Librarian;
- (b) evidence of significant contributions to the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity;
- (c) evidence of service to the University and academic community and/or the profession and/or the community where the Employee's academic, professional and/or research interests and competencies form the basis for such participation. Such service may include contributions of leadership and innovation involving decisions and policies which have had a major beneficial influence;
- (d) the records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (a)-(c) above.

Article 51.00 Appendix I

Lists of activities that might be used to demonstrate the required level of competence in the various criteria at each rank are presented below. Such evidence may include both quantitative and qualitative aspects. The list of activities is neither inclusive nor exclusive, nor does it imply expectations of performance. The lists are not presented in order of preference with regard to continuing appointment or promotion but reflect activities that Librarians may perform in carrying out their normal responsibilities as required in Articles 17.01, 17.02 B or 17.02 C, 17.03 B, 17.04 and 17.05.

(a) Performance as a Librarian

- Administration of library services
- Class presentations
- Contribution to the delivery of library programs
- Delivery of information services
- Development of information literacy programs (outlines for class presentations, research guides, home pages, etc.)
- Development of the library collection
- Development or revision of library policies and procedures
- Leadership of library program and project teams
- Library orientations
- Participation in professional development activities
- Promotion of library services and collaborative programs with faculty
- Selection of library materials
- Student consultation

Candidates shall present evidence of their library service activities as part of their dossier.

(b) Scholarly Activity

Examples of scholarly activities that may be presented by a candidate for evaluation are listed below. The list is not ranked but the candidate should be aware that material adjudicated by external referees carry significantly more weight than do non-refereed materials. Materials produced for external use would, in general, be of more significance than material produced for internal use.

- Active participation in and leadership given to professional conferences workshops, symposia, etc.
- Awards in recognition of scholarly or professional achievement
- Books
- Commissioned reports for external circulation
- Commissioned works and special assignments
- Consulting and other activities which require professional or scholarly competence
- Contract research
- Editorial and refereeing duties
- External reader on theses
- Monographs
- Obtained research grants and funding
- Papers delivered at professional meetings, conferences and seminars
- Papers in refereed and non-refereed journals
- Papers/research in progress

Participation in external panels, seminars, etc.  
Participation on editorial boards or juries for the evaluation of scholarly or creative work  
Patents  
Public speaking engagements related to one's academic or professional expertise  
Reports  
Scholarly translations (books, poems, etc.)  
Service on external grant committees

(c) Service

(i) Service to the University and Academic Communities

Service to the University and the academic community includes contributions to the development and effective functioning of the University through contribution to student activities, membership on Library, Faculty, Senate, University, Board and Association committees and councils; and contribution to the administrative functioning of the University as an Academic Administrator, or through other administrative assignments inside and outside the Bargaining Unit; active participation in local, provincial, national and international organizations and programs related to the candidate's discipline.

(ii) Community Service

Service to the wider community includes active participation in a wide variety of governmental, societal and community institutions, programs and services, where such participation is based on the candidate's academic or professional expertise.

**Article 51.00      Appendix II**

Curriculum Vitae Format

1.            Name

2.            Academic Qualifications including a university and professional educational history with dates for degrees and certifications;

              personal continuing education such as attendance at short courses, workshops, leadership training, etc.;

              awards, such as scholarships;

              employment history at Acadia and elsewhere including dates of previous promotions.

3.            Performance as a Librarian:

              Candidates shall be required to clearly document performance of library responsibilities and should refer to Appendix I for the type of information which must be included in the section.

4.            Scholarly Activity:

              Candidates should refer to Appendix I for suggestions as to the type of information which must be included in this section.

5.            Service:

              Service is classified into service to the University and academic communities (Article 17.04), and community service (Article 17.05); examples of the type of service which shall be considered are found in Appendix I.

Article 51.00 Appendix III

Library Review Committee Procedure Form

This Procedure Form is a procedural requirement intended to aid LRCs in satisfying their obligations to the URC, especially as pertaining to Article 12.31, 12.42 (b) (i) and 12.43 (b), which generally require: (12.31) *“that the DRC/LRC has followed proper procedure, has used the appropriate criteria and qualifications, as identified in the table below, and that the criteria are applied consistently across the academic units.”*

|            | Procedure       | Criteria and Qualifications |
|------------|-----------------|-----------------------------|
| Librarians | 51.10 and 51.20 | 51.80 and 51.90             |

The Procedure Form is subject to the terms and conditions of the Collective Agreement which take precedence over the Procedures Form. If any part of the Procedure Form is at variance with the terms and conditions of the Agreement, the Procedure Form shall stand corrected by those terms and conditions.

Candidate: \_\_\_\_\_  
 Application: \_\_\_\_\_

Members of LRC:  
 UL/Replacement \_\_\_\_\_  
 Head/Replacement \_\_\_\_\_  
 Cognate \_\_\_\_\_  
 Dept. Member/Cognate \_\_\_\_\_  
 Dept. Member/Cognate \_\_\_\_\_  
 Dept. Member/Cognate \_\_\_\_\_

Enter Y (Yes), N (No), or N/A (Not Applicable) in the far left column as appropriate.

| LRC Procedures |                  |  |
|----------------|------------------|--|
|                | 51.10, 51.22 (b) | This LRC was properly constituted.   |
|                | 51.22 (b)        | Candidate’s application is complete.   |
|                | 51.22 (b)        | Candidate was given 5 working days to resubmit if incomplete.  |
|                | 51.22 (c)        | Eligible members of the Sector were invited to submit their views in writing on the suitability of the application, when dossier complete. |
|                | 51.22 (d)        | Candidate had 3 working days to see any additions to the dossier before meeting with the LRC.  |
|                | 51.22 (e)        | Candidate was invited to a meeting to discuss contents of the dossier.   |
|                | 51.22 (e)        | Candidate chose to be present at the meeting.  |
|                | 51.22 (e)        | Candidate chose to be accompanied by an Employee advocate.   |
|                | 51.22 (f)        | Candidate was given the opportunity to respond to concerns about the dossier.  |
|                | 51.22 (e)        | LRC considered its recommendations in camera.  |
|                | 51.22 (a)        | LRC made no use of anonymous material, as defined in Article 1.05.   |
|                | 51.24            | LRC considered no material other than candidate’s dossier (including that added by 51.22).   |
|                | 51.22 (g)        | LRC based its recommendation on the contents of the candidate’s dossier and the terms and conditions of the Collective Agreement.          |
|                | 51.25            | LRC decided its recommendation by simple majority.   |
|                | 51.26            | LRC sent an initial Letter of Recommendation (LR) to the candidate at least 5 working days   |

|   |           |   |
|---|-----------|---|
|   |           | before LRC forwarded it recommendation to the URC.  |
|   | 51.26     | Initial LR recorded the LRC's recommendation and summarized views expressed by members of LRC both for and against the recommendation.                      |
|   | 51.26     | Candidate had 5 working days to reply to the initial LR to correct errors of fact before LRC forwarded its recommendation to URC.                           |
|   | 51.26     | LRC revised the LR, if necessary, before forwarding to URC.   |
|   | 51.26     | LRC copied its LR to the candidate.   |
|   | 51.26     | LRC advised candidate of his/her right to write to the URC at this time.  |
| <b>Responsibilities to URC</b>  |           |   |
|   | 12.31     | LR demonstrates LRC's recommendations adhere to criteria and qualification of 51.80 and 51.90.  |
|   | 12.31     | LR provides information sufficient for considerations of URC in 12.42 (b) (i) and 12.43 (b).  |
|   | 12.31     | LRC Procedure Form demonstrates LRC followed procedures of 51.20.   |
|   | 51.27     | Secretary of the LRC forwarded minutes of its meetings and the candidate's dossier and the signed LRC procedure form to the Chair of the URC.               |
| <b>Checklist A: Candidate's Dossier</b>                                     |           |   |
|   | 51.03 (f) | Dossier is contained in a single binder.  |
|   | 51.03 (f) | The dossier includes a table of contents listing every document in dossier with unique index code.  |
|   | 51.03 (a) | The dossier includes CV that conforms with Appendix II.   |
|   | 51.03 (b) | The dossier includes a copy of Letter of Appointment.   |
|   | 51.03 (b) | The dossier includes any other letters relating to candidate's responsibilities.  |
|   | 51.03 (c) | The dossier includes an appropriate covering letter.  |
|   | 51.03 (d) | The dossier includes Career Development correspondence since initial appointment or last promotion.   |
|   | 51.03 (d) | The dossier includes Career Development records since initial appointment or last promotion.  |
|   | 51.03 (d) | The dossier includes a copy or copies of Sabbatical reports since initial appointment or last promotion.  |
|   | 51.03 (e) | The dossier includes other material deemed pertinent by the candidate.  |
|   | 51.03 (f) | Contents of dossier were confirmed by candidate and Chair of LRC.   |
|   | 51.03 (f) | Electronic copies of CV, covering letter and table of contents were submitted to the Secretary of the URC.  |
| <b>Checklist B: Criteria for Continuing Appointment and Promotion</b>       |           |   |
|   | 51.80     | The LRC makes its recommendation based on the criteria for continuing appointment and promotion established by Article 51.80.                               |
|   | 51.83     | The 4 criteria for assessment were academic qualifications, performance as a Librarian, scholarly activity, and service.                                    |
|   | 51.83     | All factors are present to some degree in the candidate's application.  |
|   | 51.83 (a) | The Candidate's dossier provided evidence of passion of an ALA-accredited MLS or MAS or its equivalent.   |
|   | 51.83 (b) | Performance was evaluated in areas of performance as a Librarian, scholarly activity, and service, irrespective of time in rank.                            |
|   | 51.83 (b) | Performance was evaluated in relation to the annual Career Development meetings as a primary source of information in assessing evidence of qualifications. |
|   | 51.83 (b) | Performance was evaluated in relation to other materials provided under Article 51.03.  |
| <b>Checklist C: Qualifications for Continuing Appointment and Promotion</b> |           |   |
| <b>Continuing Appointment</b>   |           |   |
|   | 51.92 (a) | The candidate has demonstrated possession of an ALA-accredited MLS or MAS or its equivalent (see 51.83(a)).   |

|                                   |           |  |
|-----------------------------------|-----------|--|
|                                   | 51.92 (b) | The candidate has demonstrated evidence of satisfactory performance as a Librarian.  |
|                                   | 51.92 (c) | The candidate has demonstrated evidence of involvement in scholarly activity.  |
|                                   | 51.92 (d) | The candidate has demonstrated evidence of participation in activities which contribute to the functioning of the University.  |
| <b>Promotion to Librarian III</b> |           |  |
|                                   | 51.95     | The candidate has demonstrated a record of accomplishment.   |
|                                   | 51.95 (a) | The candidate has demonstrated evidence of a positive record of performance as a Librarian.  |
|                                   | 51.95 (b) | The candidate has demonstrated evidence of accomplishment in the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity.  |
|                                   | 51.95 (c) | The candidate has demonstrated evidence of service to the University and academic community, the profession and/or the community.  |
| <b>Promotion to Librarian IV</b>  |           |  |
|                                   | 51.96 (a) | The candidate has demonstrated evidence of a high record of performance as a Librarian.  |
|                                   | 51.96 (b) | The candidate has demonstrated, by scholarly or professional activity, evidence of significant contributions to the profession or a relevant academic discipline to their work.  |
|                                   | 51.96 (c) | The candidate has demonstrated evidence of service to the University and academic community and/or the profession and/or the community, such as contributions of leadership and innovation involving decisions and policies which have had a major beneficial influence. |

In accordance with Articles 12.22 (b) and 12.27, I hereby submit the completed LRC Procedure Form:

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Secretary of the LRC

**Article 55.00 Policies and Practices in the Library**

55.10 The Library shall have a Research Services Head who represents the Research Services Sector in other areas of the Library and the University and works to achieve, in co-operation with other areas of the Library, progress and development in all matters affecting the well-being of the Sector and the Library as well as other areas of the University.

55.20 In participating in establishing and implementing Library policy with the Sector, the Head shall consult fully with members of the Sector to determine what the majority sentiment is, and shall normally proceed in accordance with this majority sentiment.

If the Head wishes to implement a policy that does not have majority support, he/she shall inform the University Librarian of the situation. Should the University Librarian decide in favour of the majority sentiment, that view shall be implemented. Any decision by the University Librarian against the majority sentiment shall be taken only on proper operational or academic grounds, on budgetary grounds or on the ground that the majority sentiment is not consistent with Library and University policy at Acadia, and such grounds shall be given to the members of the Department in writing.

55.30 The Research Services Head is responsible to the University Librarian for the efficient administration of the Research Services Sector in accordance with the present Agreement. If the Head has been advised by the University Librarian of a deficiency or an area of neglect, and no acceptable improvement results, then the provision of Article 55.50 (f) shall apply, with the appropriate substitution of University Librarian for Head.

55.40 The Research Services Head remains at all times a Librarian for whom librarianship is a fundamental responsibility.

55.50 While generally responsible for communication, organization and administration within the Library's Research Services Sector, Research Services Head shall exercise the following particular responsibilities:

- (a) Formulate and recommend to the University Librarian library policies, and the planning and development of library teaching and research services, including services in support of distance and continuing education.
- (b) Supervise generally the provision of services provided by the Sector and the effectiveness of these services in meeting the needs of Library users.
- (c) Make known and carry out Library and University policies.
- (d) Conduct a career development meeting with each Librarian in the Sector once a year before 15 May. Librarians on sabbatical leave during the winter term or on a full sabbatical may elect to waive the annual career development meeting in which case it shall be replaced by the filing of the Librarian's sabbatical report per 24.23. Employees who are on another form of leave may elect to defer the meeting until they return from the leave.
- (e) Advise Librarians in the Sector of their professional responsibilities, as outlined in Article 17.02 B or 17.02 C as appropriate and bring to the attention of colleagues concerned any reported neglect of these responsibilities which may, if not addressed, invite disciplinary action. In such cases, the Head shall address the issue in a letter to the Librarian concerned. The letter shall outline the nature of the problem(s) and the potential solutions. The letter shall not be interpreted by either party as a disciplinary measure.

- (f) When a Librarian has been advised of a deficiency under Article 55.50(e) without showing an acceptable improvement, the Research Services Head shall address the issue in a letter to the Librarian concerned. The letter shall outline the nature of the problem(s) and the solutions attempted. A copy of that letter and any response shall be submitted to the University Librarian. The Librarian has the right of a response which, if written, shall be appended to all copies of the letter.
- (g) Prepare, after consultation with the Librarians and the University Librarian, an allocation of Library responsibilities. This consultation shall be made as early as possible. It shall normally be completed by the first day of July of the year concerned and shall be communicated to the University Librarian. Librarians who are dissatisfied with their allocation of duties shall have the right to put their dissatisfaction to the University Librarian for a decision. The University Librarian shall normally make a decision within fifteen (15) working days of receiving the request. In attempting to resolve the dissatisfaction, the University Librarian does not have the right to change the duties of a satisfied Librarian without consultation with the affected Librarian. An appeal can be made to the Vice-President (Academic) whose decision shall be final.
- (h) After consultation with the Librarians, and with the agreement of the University Librarian, take necessary action to cancel or alter services as need arises.
- (i) Participate, in consultation with the members of the Sector, in the planning, development and expenditure of the Library budget.
- (j) With due notice, call and chair meetings of the Sector at least once each term and as need arises.
- (k) Make arrangements for the discharge of her/his duties as a Head during annual vacations and other occasional absences by appointing a Designated Head from eligible Employees within the unit in accordance with Articles 16.21 and 16.22. Except in cases of annual vacation or other occasional absences, the Head shall not delegate signing authority.
- (l) Establish the type and level of service to be provided on statutory holidays, in consultation with the University Librarian.
- (m) Establish and chair any selection committees for the appointment of Research Services support staff and co-operate with the Human Resources Department in coordinating the administration of terms of employment. Ensure that staff in the Sector receive appropriate training and supervision.
- (n) In exercising the foregoing responsibilities, the Head shall hold regularly scheduled meetings for consultation with members of the Sector.
- (o) Advise on various leaves as outlined in Article 24.00.

55.51 On request of the Research Services Head, and with the approval of the University Librarian, her/his Librarian responsibilities may be reduced.

55.60 Responsibilities of the Research Services Head for Career Development Meetings.

55.61 The Head has the responsibility for meeting once a year with each Librarian in the Sector for the purpose of discussing the Librarian's career profile encouraging its positive development, and evaluating performance. This requirement may be modified as specified in Article 55.50(d). The discussion shall be based on the responsibilities stated in Article 17.02 B or 17.02 C as appropriate, 17.03 B, 17.04 and 17.05, and the criteria stated in Article 51.80, and the information provided in 55.62. By 15 June of each academic year, the reports of the Career Development Meetings shall be sent to the University Librarian for review. Upon the review by the University Librarian, the Head shall forward a copy of the Research Activity portion of the review to the Dean of Research and Graduate Studies and the University Librarian.

55.62 The Head shall solicit from each Librarian (excepting those exercising the sabbatical option in Article 55.50(d) ) before she/he meets her/him an updated version of her/his curriculum vitae in a form that is compatible with Article 51 Appendix II and a completed Librarian Annual Career Development Meeting Record Sheet (Article 55, Appendix I). The Head shall conduct a career development meeting with Librarians returning from a leave during which the meeting was deferred in accordance with Article 55.50(d).

The Career Development Meeting shall include all documentation or information the Librarian or the Head deems necessary. If the Head or University Librarian wishes clarification of any item that cannot be adduced immediately she/he may reconvene the meeting within three months, when the Librarian or the Head, shall introduce such clarification to the discussion.

55.63 The objectives of the meeting are:

- (a) To recognize and reinforce the positive contributions made by the Librarian and to obtain an accurate written record of such contributions for inclusion in the President's Annual Report and unless the Librarian makes written instructions to the contrary, the eventual announcements of them to the public by the administration. The foregoing does not limit Librarians from publicizing their contributions as they see fit.
- (b) To discuss the immediate and long-range plans of the Librarian for scholarly research and changes in program or departmental liaison assignments, if any, in accordance with the needs of the Library, and taking into consideration her/his other legitimate professional commitments and the needs of the Sector.
- (c) To discuss the financial and time requirements of research and development of Library services and to initiate steps to obtain grants from the SSHRC, the NSERC, other external funding agencies, or the University Research Fund to facilitate such projects.
- (d) To plan and discuss the suitability of the Librarian's application to the Library Review Committee for continuing appointment and/or promotion, including time of application, criteria for such evaluations, and his/her performance relative to the criteria.
- (e) The Librarian shall indicate in this report any use of University support staff, equipment, materials, computer services, laboratories, or office space for personal use or for the use of external organizations.
- (f) The Head and Librarian shall develop a plan to improve areas of unsatisfactory performance.

- 55.65 The Head shall assess and comment on the four areas of performance outlined in Article 51.83 in a written letter to the Librarian. If the Head assesses performance to be unsatisfactory in any of the four areas, the Head shall provide reasons for the assessment and outline the agreed upon plan for remediation in accordance with Article 55.50(e). The letter shall be copied to the University Librarian. If the Librarian disagrees with the Head's evaluation of any area, the Librarian may append written comments to the letter.
- 55.67 The Employer agrees to publicize the professional achievements of each Librarian which she/he and the Head have deemed suitable for inclusion in the President's Annual Report and shall endeavour to make these achievements known to the wider public in the local and provincial media without prejudice to the achievements of any one Librarian unless the Librarian specifically requests that information be withheld from the public.
- 55.68 The Employer agrees that a Librarian shall find it easier to improve her/his performance in an atmosphere of adequate working conditions, in order that a Librarian has an opportunity to meet her/his professional duties as specified in this Article.
- 55.69 In the case of the Head the career development meeting shall take place between her/him and the University Librarian within the dates and in the same manner described in Article 55.60.

LIBRARIAN ANNUAL CAREER DEVELOPMENT MEETING REPORT

|                 |  |                   |  |
|-----------------|--|-------------------|--|
| Librarian       |  | Signature         |  |
| Head/Director   |  | Signature         |  |
| Date of Meeting |  | Department/School |  |

| Provision of Library Services and Programs  |  |
|---|--|
| Developing and delivering information literacy programs:                                      |  |
| Delivering information services:  |  |
| Managing the development and maintenance of the library collection:                           |  |
| Advising on the selection of library materials:   |  |
| Assisting in the development or revision of library policies/procedures/programs:             |  |
| Leading library program and project teams:  |  |
| Participating in professional development activities:   |  |
| Promoting library services and collaborative programs with faculty:                           |  |
| Other:  |  |
| Comment on plans for upcoming year.   |  |
| Scholarly Activity  |  |
| Publication of books, Articles or other materials:  |  |
| Papers/research/creative projects in progress:  |  |
| Receipts of grants and funds in support of research or creative activity:                     |  |
| Presentation of papers/research at professional meetings, conferences, seminars:              |  |
| Presentation of professional techniques at workshops, symposia, conferences:                  |  |
| Participation in and leadership given to professional conferences, workshops, symposia, etc.: |  |
| Consulting and other activities which require professional or scholarly competence:           |  |
| Awards in recognition of scholarly or professional achievement:                               |  |
| Comment on consulting activities re: Article 17.71:   |  |

|  |           |
|--|-----------|
| Other:   |           |
| Comment on plans for the future:   |           |
| Service Activity   |           |
| List committees served on at Acadia:   | Comments: |
| List committees served on in the broader community/<br>government/profession related to your discipline: | Comments: |
| Comments on any other service activity.  |           |
| Comment on service activities for the coming year.   |           |

**Article 56.00 Collegial Governance**

56.10 The Parties affirm the right, privilege and responsibility of Employees to participate in collegial governance, including but not limited to the formulation and/or recommendation of policy within the University and major planning exercises and initiatives, through representation on duly constituted collegial bodies and committees.

The involvement and participation of Employees in the selection of senior academic administrators is accepted and supported by the Parties to this Collective Agreement.

**Article 57.00 Acadia University Child Care**

57.10 The Parties to this Agreement mutually recognize the desirability of the availability of high quality child care services for children (ages 6 weeks to 12 years) of staff, students and other members of the University, and undertake as follows:

- (a) the Board and the Association shall establish the Acadia University Child Care Committee (“the Committee”);
- (b) the Committee shall consist of two (2) representatives of the Board, two (2) representatives of the Association, and one (1) representative from the broader University community to be jointly decided;
- (c) the Board and the Association shall appoint their respective representatives to form the Committee within sixty (60) days of the signing of this Collective Agreement;
- (d) by 1 September 2012, the Committee shall submit to the Board and the Association a business plan reflecting the needs of the groups represented on the Committee that will include and not be limited to the following:
  - (i) Market Analysis
  - (ii) Financial Overview (including funding, income and cash flow)
  - (iii) Operations and Management Design
  - (iv) Implementation Plan

**Article 60.00    General**

60.10            Binding Effect

Subject to the terms and conditions hereof, this Agreement shall ensure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

60.20            Whenever the context of this Agreement so requires, the singular number shall include the plural and vice versa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 12<sup>th</sup> day of August, 2010.

**ACADIA UNIVERSITY  
FACULTY ASSOCIATION**

**GOVERNORS OF  
ACADIA UNIVERSITY**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Appendix C      Grid Principles**

1.            A normal career salary profile should be available to each faculty member.
  
2.            There should be a separate scale for each rank (Lecturer, Assistant Professor, Associate Professor, Professor, Librarian I, II, III, IV, Instructor I & II).
  
3.            Within a given rank, increases are the same for each step. In the final year of the contract, all increases are the same for each step across all ranks.
  
4.            Salary upon promotion shall be determined by first computing the new salary in the old rank as of the effective date of the promotion, then moving to the closest grid point for the new rank which exceeds this new salary.
  
5.            The Parties recognize that market differentials among academic disciplines may be a factor in determining initial grid placement.

| Salary Grid: 01 July 2010 – 30 June 2011 |          |           |           |         |              |               |             |              |               |              |
|--|----------|-----------|-----------|---------|--------------|---------------|-------------|--------------|---------------|--------------|
| Step                                     | Lecturer | Assistant | Associate | Full    | Instructor I | Instructor II | Librarian I | Librarian II | Librarian III | Librarian IV |
| 1  | 54,500   | 66,500    | 82,500    | 98,500  | 48,500       | 58,500        | 54,500      | 62,500       | 74,500        | 82,500       |
| 2  | 56,500   | 68,500    | 84,500    | 100,500 | 50,500       | 60,500        | 56,500      | 64,500       | 76,500        | 84,500       |
| 3  | 58,500   | 70,500    | 86,500    | 102,500 | 52,500       | 62,500        | 58,500      | 66,500       | 78,500        | 86,500       |
| 4  | 60,500   | 72,500    | 88,500    | 104,500 | 54,500       | 64,500        | 60,500      | 68,500       | 80,500        | 88,500       |
| 5  | 62,500   | 74,500    | 90,500    | 106,500 | 56,500       | 66,500        | 62,500      | 70,500       | 82,500        | 90,500       |
| 6  | 64,500   | 76,500    | 92,500    | 108,500 | 58,500       | 68,500        | 64,500      | 72,500       | 84,500        | 92,500       |
| 7  | 66,500   | 78,500    | 94,500    | 110,500 | 60,500       | 70,500        | 66,500      | 74,500       | 86,500        | 94,500       |
| 8  | 68,500   | 80,500    | 96,500    | 112,500 | 62,500       | 72,500        | 68,500      | 76,500       | 88,500        | 96,500       |
| 9  |          | 82,500    | 98,500    | 114,500 | 64,500       | 74,500        |             |              | 90,500        | 98,500       |
| 10                                       |          | 84,500    | 100,500   | 116,500 | 66,500       | 76,500        |             |              | 92,500        | 100,500      |
| 11                                       |          |           | 102,500   | 118,500 |              |               |             |              |               | 102,500      |
| 12                                       |          |           | 104,500   | 120,500 |              |               |             |              |               | 104,500      |
| 13                                       |          |           |           | 122,500 |              |               |             |              |               | 106,500      |
| 14                                       |          |           |           | 124,500 |              |               |             |              |               | 108,500      |
| 15                                       |          |           |           | 126,500 |              |               |             |              |               | 110,500      |
| 16                                       |          |           |           | 128,500 |              |               |             |              |               | 112,500      |
| 17                                       |          |           |           | 130,500 |              |               |             |              |               | 114,500      |
| 18                                       |          |           |           | 132,500 |              |               |             |              |               | 116,500      |

| Salary Grid: 01 July 2011 – 30 June 2012 |          |           |           |         |              |               |             |              |               |              |
|--|----------|-----------|-----------|---------|--------------|---------------|-------------|--------------|---------------|--------------|
| Step                                     | Lecturer | Assistant | Associate | Full    | Instructor I | Instructor II | Librarian I | Librarian II | Librarian III | Librarian IV |
| 1  | 55,000   | 67,000    | 83,000    | 99,000  | 49,000       | 59,000        | 55,000      | 63,000       | 75,000        | 83,000       |
| 2  | 57,000   | 69,000    | 85,000    | 101,000 | 51,000       | 61,000        | 57,000      | 65,000       | 77,000        | 85,000       |
| 3  | 59,000   | 71,000    | 87,000    | 103,000 | 53,000       | 63,000        | 59,000      | 67,000       | 79,000        | 87,000       |
| 4  | 61,000   | 73,000    | 89,000    | 105,000 | 55,000       | 65,000        | 61,000      | 69,000       | 81,000        | 89,000       |
| 5  | 63,000   | 75,000    | 91,000    | 107,000 | 57,000       | 67,000        | 63,000      | 71,000       | 83,000        | 91,000       |
| 6  | 65,000   | 77,000    | 93,000    | 109,000 | 59,000       | 69,000        | 65,000      | 73,000       | 85,000        | 93,000       |
| 7  | 67,000   | 79,000    | 95,000    | 111,000 | 61,000       | 71,000        | 67,000      | 75,000       | 87,000        | 95,000       |
| 8  | 69,000   | 81,000    | 97,000    | 113,000 | 63,000       | 73,000        | 69,000      | 77,000       | 89,000        | 97,000       |
| 9  |          | 83,000    | 99,000    | 115,000 | 65,000       | 75,000        |             |              | 91,000        | 99,000       |
| 10                                       |          | 85,000    | 101,000   | 117,000 | 67,000       | 77,000        |             |              | 93,000        | 101,000      |
| 11                                       |          |           | 103,000   | 119,000 |              |               |             |              |               | 103,000      |
| 12                                       |          |           | 105,000   | 121,000 |              |               |             |              |               | 105,000      |
| 13                                       |          |           |           | 123,000 |              |               |             |              |               | 107,000      |
| 14                                       |          |           |           | 125,000 |              |               |             |              |               | 109,000      |
| 15                                       |          |           |           | 127,000 |              |               |             |              |               | 111,000      |
| 16                                       |          |           |           | 129,000 |              |               |             |              |               | 113,000      |
| 17                                       |          |           |           | 131,000 |              |               |             |              |               | 115,000      |
| 18                                       |          |           |           | 133,000 |              |               |             |              |               | 117,000      |

| Salary Grid: 01 July 2012 – 30 June 2013 |          |           |           |         |              |               |             |              |               |              |
|--|----------|-----------|-----------|---------|--------------|---------------|-------------|--------------|---------------|--------------|
| Step                                     | Lecturer | Assistant | Associate | Full    | Instructor I | Instructor II | Librarian I | Librarian II | Librarian III | Librarian IV |
| 1  | 55,500   | 67,500    | 83,500    | 99,500  | 49,500       | 59,500        | 55,500      | 63,500       | 75,500        | 83,500       |
| 2  | 57,500   | 69,500    | 85,500    | 101,500 | 51,500       | 61,500        | 57,500      | 65,500       | 77,500        | 85,500       |
| 3  | 59,500   | 71,500    | 87,500    | 103,500 | 53,500       | 63,500        | 59,500      | 67,500       | 79,500        | 87,500       |
| 4  | 61,500   | 73,500    | 89,500    | 105,500 | 55,500       | 65,500        | 61,500      | 69,500       | 81,500        | 89,500       |
| 5  | 63,500   | 75,500    | 91,500    | 107,500 | 57,500       | 67,500        | 63,500      | 71,500       | 83,500        | 91,500       |
| 6  | 65,500   | 77,500    | 93,500    | 109,500 | 59,500       | 69,500        | 65,500      | 73,500       | 85,500        | 93,500       |
| 7  | 67,500   | 79,500    | 95,500    | 111,500 | 61,500       | 71,500        | 67,500      | 75,500       | 87,500        | 95,500       |
| 8  | 69,500   | 81,500    | 97,500    | 113,500 | 63,500       | 73,500        | 69,500      | 77,500       | 89,500        | 97,500       |
| 9  |          | 83,500    | 99,500    | 115,500 | 65,500       | 75,500        |             |              | 91,500        | 99,500       |
| 10                                       |          | 85,500    | 101,500   | 117,500 | 67,500       | 77,500        |             |              | 93,500        | 101,500      |
| 11                                       |          |           | 103,500   | 119,500 |              |               |             |              |               | 103,500      |
| 12                                       |          |           | 105,500   | 121,500 |              |               |             |              |               | 105,500      |
| 13                                       |          |           |           | 123,500 |              |               |             |              |               | 107,500      |
| 14                                       |          |           |           | 125,500 |              |               |             |              |               | 109,500      |
| 15                                       |          |           |           | 127,500 |              |               |             |              |               | 111,500      |
| 16                                       |          |           |           | 129,500 |              |               |             |              |               | 113,500      |
| 17                                       |          |           |           | 131,500 |              |               |             |              |               | 115,500      |
| 18                                       |          |           |           | 133,500 |              |               |             |              |               | 117,500      |

Appendix H Full-time Employee Per Course Stipend Table

|                         | 2010-07-01 | 2011-07-01 | 2012-07-01 |
|-------------------------|------------|------------|------------|
| Basic Stipend*          | \$10,900   | \$11,000   | \$11,100   |
| Correspondence Course** | \$460      | \$460      | \$460      |

1. \* The stipend above is for six (6) credit hour course; the stipend shall be pro-rated by credit hour, e.g., a three (3) credit hour course shall be determined as one half (0.5) the per course amounts in the table.
2. \* A course that is normally supplemented by a laboratory period for which an instructor is present shall be remunerated at one-half (0.5) times one (1) credit hour of the above stipend for each hour of weekly laboratory period specified for that course per term. For example, a three (3) credit hour course with a three (3) hour laboratory throughout the course would have a stipend of three-quarters (0.75) of the above per course amounts.
3. \*\* Amount paid for each full credit course registrant
4. All the above payments are inclusive of vacation pay.

Appendix I

Part-time Employee Stipend Table

|                                 | 2010-07-01 | 2011-07-01 | 2012-07-01 |
|---------------------------------|------------|------------|------------|
| Basic Stipend*                  | \$10,900   | \$11,000   | \$11,100   |
| Precedence 1<br>(24 credit hrs) | \$11,100   | \$11,200   | \$11,300   |
| Precedence 2<br>(60 credit hrs) | \$11,300   | \$11,400   | \$11,500   |
| Correspondence<br>Course**      | \$460      | \$460      | \$460      |

1. \* The stipend above is for a six (6) credit hour course; the stipend shall be prorated by credit hour, e.g., a three (3) credit hour course shall be determined as one-half (0.5) the per course amounts in the table.

Effective July 1, 2010, there are three (3) levels of stipend:

- (i) The 'basic stipend' shall be the stipend payable to all part-time Employees except those who qualify for Precedence 1 or Precedence 2 stipends;
  - (ii) The 'Precedence 1' stipend shall be payable to all part-time Employees who have precedence of at least 24 credit hours per Article 11.10 except those who qualify for Precedence 2 stipend;
  - (iii) The 'Precedence 2' stipend shall be payable to all part-time Employees who have precedence of at least 60 credit hours per Article 11.10.
2. \* A course that is normally supplemented by a laboratory period for which an instructor is present shall be remunerated at one half (0.5) times 1 credit hour of the above stipend for each hour of weekly laboratory period specified for that course per term. For example, a three (3) credit hour course with a three- (3) hour laboratory throughout the course would have a stipend of .75 of the above per course amounts.
  3. \* A six (6) credit hour course that requires individual instruction in the School of Music (e.g. Applied Music Courses) in which the Employee teaches one- (1) hour of individual instruction per student per week, shall be remunerated at a rate of 1/6 times the per course amounts in the table. For example, an Employee with 5 students enrolled in a six- (6) credit hour applied music course would receive 5/6 of the above per course amounts.
  4. \* Instruction of ensembles in the School of Music shall be credited at one-half (0.5) times one (1) credit hour of each hour of weekly ensemble.
  5. \*\* Amount paid for each full credit course registrant.
  6. All the above payments are inclusive of vacation pay.

**Memorandum of Agreement**  
*between*  
the Acadia University Faculty Association  
*and*  
the Board of Governors of Acadia University

**Regarding the Interim Award of the Arbitration Board Concerning Post-65 Benefits**

Pursuant to the interim Award of the Arbitration Board regarding the Association's policy grievance concerning post-65 benefits, the Parties will undertake to negotiate the provision of group benefits provided under Article 26 to Employees age 65 and over. The Parties will report the status of these negotiations to the Arbitration Board no later than September 2, 2010. Should the Parties be unable to agree on this issue through negotiations by that date, the Parties will request the Arbitration Board to assist them in reaching a resolution through mediation or, failing a successful mediation process, to issue its final award on this matter.

---

Dr. Akivah Starkman  
for the Board of Governors of Acadia University

---

Dr. Vernon Provencal  
for the Acadia University Faculty Association

---

Date

---

Date

**Memorandum of Agreement**  
*between*  
the Acadia University Faculty Association  
*and*  
the Board of Governors of Acadia University

**Regarding the Association Assuming Responsibility for Group Benefits for Its Members**

The Parties agree that:

1. Should the Association give notice to the Board that it is withdrawing from any or all University Group Benefit plans currently referenced in the Agreement, the Parties shall establish a committee to negotiate the transition from the current group benefit plan(s) to the plan declared by the Association (Association Group Plan).
2. Until such time as the transition is completed, the existing benefit plan shall remain in effect and shall be managed according to the practices and terms in place.
3. The Employer shall provide the Association with all current group benefit information that it requires (specific to all Bargaining Unit Members).
4. The Association Group Plan shall replace all University Group Benefit plans from which the Association has chosen to withdraw.
5. The Employer shall arrange for the Association to receive current master policies and amendments of its group benefits plan. The Employer shall cooperate with enrolment, deduction, remittance of premiums and provision of necessary data to the insurers for the purpose of the transition of the Association Group Plan. On an ongoing basis the Employer shall continue to enroll new members in the Association Group Plan and adjust their payroll deductions to the levels identified by the Association.
6. The Employer shall provide the same percentages of the salary base for Bargaining Unit Members currently provided in the Group Plan in 2010-11, 2011-12 and 2012-13 respectively as their premium contribution to the Association Group Plan for Bargaining Unit Members. It is understood that should this amount prove to be insufficient to pay the required premium amount, the Bargaining Unit Members enrolled in the Association Group Plan shall pay the difference. The Employer shall not have any responsibility for any future deficits generated by the Association Group Plan.

---

Dr. Akivah Starkman  
for the Board of Governors of Acadia University

---

Dr. Vernon Provencal  
for the Acadia University Faculty Association

---

Date

---

Date

**Memorandum of Agreement**  
*between*  
the Acadia University Faculty Association  
*and*  
the Board of Governors of Acadia University

**Regarding Temporary Vacancies in the Bargaining Unit**

Notwithstanding the provisions of this Collective Agreement, the Parties agree that vacancies that occur in the bargaining unit during the term of the Agreement may be left unfilled for the duration of the Agreement.

\_\_\_\_\_  
Dr. Akivah Starkman  
for the Board of Governors of Acadia University

\_\_\_\_\_  
Dr. Vernon Provencal  
for the Acadia University Faculty Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date