

Note: Red font indicates wording taken from memoranda of agreements and differs from wording in hard copies of the *Collective Agreement*.

**ELEVENTH
COLLECTIVE AGREEMENT**

BETWEEN

**THE BOARD OF GOVERNORS OF
ACADIA UNIVERSITY**

AND

**THE ACADIA UNIVERSITY
FACULTY ASSOCIATION**

July 1, 2003 - June 30, 2007

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 Professor Complement number: The sum of whole and fractional professor positions held by Employees; complement does not include visiting or replacement professors.
- 1.09 Constitution of Faculty means the Constitution of the Faculty of Acadia University.
- 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 5.51 - 5.52.
- 1.12 Department means one of the academic units or Library sectors 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. 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 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: 5.31(B), 5.32(B), 5.33 and 5.40.
- 1.22 Normal Retirement Date means the first day of July following the employee's sixty-fifth birthday.
- 1.23 Parties means the Board and the Association.
- 1.24 President means the President of Acadia.
- 1.245 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: 5.31(A), 5.32(A), 5.33 and 5.40.

- 1.25 Sector means one of the administrative units into which Library 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.

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

3.0 The Parties agree that there shall be no discrimination (except as may be necessary for correction of inequities by the implementation of affirmative action 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, 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.

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 Checkoff

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 15th 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 and Responsibility

5.10 It is recognized by both parties that many of the freedoms and responsibilities have been developed as a result of existing practices over a period of years. This Article seeks to outline the general areas into which academic freedoms and responsibilities fall.

5.20 Academic Freedom

Academic freedom includes the freedom of Employees to express and uphold opinions without encumbrance, to carry out research which they believe will enhance knowledge, and to express the results of such research in a reasonable manner without interference. The Parties shall scrupulously adhere to and protect this principle, against threats from inside and outside the University.

5.30 Academic Responsibility

In general, the responsibilities of Professors and Librarians are:

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

5.31 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 counseling 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 and abide by Senate regulations in these matters. 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 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.

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) treat their colleagues, students and other members of the University community according to generally accepted professional standards;
- (j) contribute to the delivery of library programs.

5.32 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.

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

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.

- (a) Librarians are normally expected to devote 10% of their time to meaningful research, scholarly or other creative activities related to librarianship or another academic discipline related to their work.
- (b) The results and conclusions of research, scholarly or other creative activity shall be made accessible to the wider community through appropriate means.

5.33 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 artists, 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 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.

5.40 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.

5.50 Instructors

5.51 Profile

Instructors are academically and administratively responsible to the Department through the Head. When an Instructor's duties are in support of a course, the Instructor shall be responsible to the listed professor(s) for that course. Their duties will in general consist of some or all 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.
- (h) Anticipate and order supplies. 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.
- (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 will interview students and recommend them for appointments to the various technical areas and supervise student crew chiefs.
- (q) Perform other appropriate duties as determined by the Head.

5.52 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 5.52(b);
- (d) academic and professional service;
- (e) community service.

5.60 Part-time Employees

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

Article 5.31A (with the exception of 5.31A(e) and 5.31A(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.

5.70

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.

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 work interruption, 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).

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.
- 7.20 A report listing appointments, renewals of appointment, promotions, leaves, and awards of tenure or continuing appointments granted during the preceding academic year shall be provided to the President of the Association by 1 September.
- 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.

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 lockout.

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. 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.

9.20 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. All letters of reference and assessments sought without the consent of the Employee shall not be held confidential to the Employee.

9.22 The Files must not contain any anonymous material other than course evaluations provided for under Article 15.55. The Board must not keep any copy of anonymous material, and any such material present at the commencement of the Agreement must be destroyed.

- 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 new 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 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, and the Head or Director.
- 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 Grievance Committee, University Legal Counsel, and 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 same standards of non-discrimination as in Article 3.00 shall be applied in making new appointments.

10.02 Each Faculty has a defined complement of professor 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

Tenured, tenure track (probationary) and CLT 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 maternity leave, sick leave for a period of at least 25 consecutive weeks, or family leave for a period of at least 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 prior to the deadline cited in Article 12.01.

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 maternity leave, sick leave for a period of at least 25 consecutive weeks, or family leave for a period of at least 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 prior to the deadline cited in Article 12.01

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 will be terminated at the end of the second year of the existing appointment.

10.08 Contractually Limited Term Appointment

A Contractually Limited Term Appointment may be made for varying periods of time up to and including thirty-six months. CLT appointments of less than twelve months shall begin at least one month prior to commencement of classes, if the appointment can be completed by that date. Nevertheless, beginning with the 2004-2005 Academic year nine-month CLT appointments shall begin on August 1 prior to commencement of classes, and five-month CLT appointments shall begin August 1st prior to commencement of classes or December 1st 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 January 1 and it will be for a maximum of four months.

CLT appointments that do not replace professors on leave are intended to provide staffing flexibility, and the number of persons holding such appointment shall at no time exceed thirty-two.

10.09 CLT Appointments – Credit Towards Tenure

A professor who has served on CLT appointments 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 served on CLT appointments may receive tenure without being recommended for tenure by the University Review Committee.

10.09.1 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 consecutive years, shall be continued only 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 for appointments up to 36 months, subject to approval of the Vice President Academic and the Association.

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 will 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 5.30.

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.
- (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 will 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 15th 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 or part 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 the professor complement of Departments. 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 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 weeks, steps will 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 consecutive years' service in a CLT position, may participate in any appointment procedure provided also that they are not on leave and subject to the restrictions of Article 24.73.

Where conflict of interest such as family ties exists, the faculty member having such conflict will withdraw completely from the appointment procedure.

10.51 Authority to Recruit

Recruitment of staff requires the authorization of the President.

10.52 Advertising

- (a) Positions shall be advertised on the advice of the Department Selection Committee and the Dean through the office of the Vice-President (Academic) in appropriate electronic forums, academic and professional journals, including Canadian publications, as soon as possible after the vacancy is known to exist.

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

However, where a Department wishes to retain for further contractually limited appointment the services of a professor whose contractual limited appointment is about to expire, no advertisement is necessary if two-thirds of the department are in favour of retaining the Professor, provided that an authorized vacancy still exists and provided that Article 10.10 is not violated.

- (b) All advertisements shall include the statement that Acadia University is an Equal Opportunity Employer.
- (c) Applications shall be directed to the Chair of the appropriate Department Selection Committee.
- (d) All tenure-track positions shall be advertised.
- (e) All other positions shall be advertised as deemed appropriate by the Head in consultation with the Dean.

10.53 Procedures within the Department

- (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. 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 persons.

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 and students shall have input into hiring procedures where possible.

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

- (b) With reference to the criteria in Article 10.60 and in consultation with the Department, the Selection Committee shall establish a short list of candidates which shall be made available to the members of the Department and copies thereof provided to the Dean, Vice-President (Academic) and President.
- (c) The Chair shall arrange for interviews of no more than three candidates in the first instance; 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 or her/his delegate, and either the President or the Vice-President (Academic). Whenever possible, all members of the Department 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 year or less, on-site interviews, or travel by Professors for the purpose of interviewing, will 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 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 spirit of affirmative action, when two or more candidates are otherwise equal, preference shall be given to members of under-represented groups.
 - (iii) The Department 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, 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 will include any special conditions of appointment. 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 to the Dean in confidence with a copy to the President of the Association. 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 will comment on the recommendations of the Selection Committee before sending them on to the Vice-President (Academic), who in turn will comment on the recommendations and shall forward the and any comments to the President of Acadia University.

10.55 The President or Vice-President (Academic) or the Dean may request the Department 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.

10.56 A Presidential 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.

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, Continuing and Distance Education, 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.

10.61 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.

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 will be attached
- (f) special conditions, if any, including initial seniority in rank, or initial seniority toward award of tenure or sabbatical leave, or an emphasis on the criteria for appointment, promotion, renewal and tenure should these differ from the requirements for most teaching faculty.
- (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.

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 the Head of the Department, the Dean of the Faculty, the Vice-President (Academic) the Chief Finance Officer, the Director of Human Resources and the President of the Association, and the Chair of the University Appointments Committee, as described in Article 10.53 (e).

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 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 Part-time Employees and Employment of Non-Members

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

11.02 a) Part-time Employees will have all the rights of this Collective Agreement excepting Articles 9, 10, 12, 13, 14, 15.20, 15.50(g), 15.50(h), 15.50(i), 15.50(j), 15.63, 15.68, 15.65, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 33, 35, 37, 38, 39, 40, 43, 45, 50, 51, 55, and 56.

b) Notwithstanding Article 11.02(a), part-time Employees have the rights of Article 17.15 and 17.90.

11.03 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.

11.04 Copies of the Agreement

The Employer will inform each Employee in his/her employment offer of the URL for this Agreement and of the option to request a hard copy.

11.06 Discipline, Reprimand, Suspension, and Discharge

(a) An Employee may only be disciplined, reprimanded, suspended or discharged for just cause.

(b) In this article "dismissal" means the termination of employment. Failure to renew a contract does not constitute dismissal.

(c) "Just cause" is deemed to include but is not limited to conviction for an offence where the conduct or activity resulting in the conviction is related to the member's professional discipline.

(d) In cases where discipline, reprimand, suspension or dismissal of an Employee is being administered, the following procedures shall apply:

(i) Employees shall be notified in person or in writing of the form and reasons for the discipline.

(ii) If notification is in writing, a copy shall be sent to the Association.

(iii) If notification is in person, the Employee may have a Steward or other executive officer of the Association

present. The decision to discipline must then be confirmed in writing with a copy to the Association.

- (e) Whenever reasonably possible, the notifications under Article 11.06(d) shall come directly from the Dean and the Director of Continuing and Distance Education or the Vice-President (Academic) (or his or her designate).
- (f) Any documented disciplinary action by the Employer is subject to the grievance procedure.
- (g) Notwithstanding Article 11.06(a), The Employer shall have the right to dismiss an Employee during the probationary period. Such an action taken by the Employer shall be deemed to be both grievable and arbitrable per Articles 11.07 and 11.08.

11.07 Grievance Procedure

- (a) It is expected that the Parties will attempt informal resolution of problems at the administrative levels that are appropriate for a particular problem. If informal resolution attempts are unsatisfactory to the Parties, they may initiate formal grievance procedures.
- (b) For the purpose of this Agreement, a grievance shall mean a dispute arising concerning the interpretation, application, or administration of the Agreement, whether between the Employer and the Association or between the Employer and any Employee covered by this Agreement, alleging a violation of the Agreement.
- (c) A grievance involving more than one Employee in more than one Faculty or involving the Association as a whole shall go directly to Step 2 in Article 11.7(f) of the grievance procedure.

Should the Employer wish to lodge a grievance against the Association or any Employee, it shall be presented at Step 2 in Article 11.7(g).

- (d) To initiate a grievance, for other than discharge, the Association must file the grievance, in writing, with the Employer at Step 1 in Article 11.7(f) within and not later than fourteen (14) calendar days after the incident or event giving rise to the grievance. In the event of discharge the grievance must be submitted in writing, at Step 2 in Article 11.7(f), within seven (7) calendar days immediately following the discharge.
- (e) The steps and time limits provided in the grievance procedure, identified throughout Article 11.07, shall be strictly adhered to and can only be bypassed or extended by written consent of the Party to whom the request to extend the time limits is made.

- (i) No matter can be submitted to arbitration which has not been carried through all the steps of the grievance procedure.
 - (ii) Where no response is given within the time limits specified, the Employer or Association, as applicable, shall be deemed to have given a negative response completing that stage of the grievance process and the grieving party may submit the grievance to the next step of the grievance procedure.
- (f) Step 1 Employee(s)

An Employee may initiate a grievance at Step 1 provided the Employee files the grievance with the Employer within fourteen (14) calendar days of the event giving rise to the complaint.

When the Employee decides to file a grievance, the grievance shall be presented in writing, through the Association, to the appropriate Dean or Director of Continuing and Distance Education, or his/her designate, with copies to the Director, Human Resources. The written grievance must include the following:

- (i) a written outline of the grievance detailing the facts surrounding the incident or event which gave rise to the grievance and the names of the parties involved;
- (ii) reference to the articles of the Agreement which are alleged to have been breached;
- (iii) the remedy suggested;
- (iv) the signature of the Employee, the Association grievance officer, and the date that the grievance was signed.

The appropriate Dean or Director of Continuing and Distance Education or designate may arrange a meeting with the Employee. The Dean or Director of Continuing and Distance Education may invite others, including the Employee's immediate supervisor, to meet with the Employee, who shall be accompanied by the grievance officer or other Association representative.

The Dean or Director of Continuing and Distance Education will forward his/her decision in writing, to the Association, within fourteen (14) calendar days of the day on which the grievance was presented to him/her. Copies will also be provided to the Director, Human Resources. In the event that a response is not provided within this time limit, the Employer is deemed to have given a negative response to the grievance.

Step 1 is complete when the Dean or Director of Continuing and Distance Education or designate has forwarded his/her decision in writing to the Association or when the Employer is deemed to have given a negative response to the grievance.

Step 2

Within fourteen (14) calendar days of Step 1 being complete the Association may present the written grievance to the Vice-President (Academic), or designate. The Association shall include the written grievance and copies of all material generated at Step 1.

The Vice-President (Academic), or designate, shall convene a meeting with the grievor and a representative of the Association, to discuss the grievance, he/she shall give his/her response to the grievance in writing within fourteen (14) calendar days of receipt of the grievance at Step 2.

Step 2 is complete when the Vice-President (Academic) or designate has forwarded his/her decision, in writing, to the Association or when the Employer is deemed to have provided a negative response to the grievance.

(g) Step 2 Employer Grievance

In the event the Employer elects to file a grievance, it shall be filed with the Association within and not later than fourteen (14) calendar days of the incident or event, or the date the Employer should reasonably have been aware of the event, whichever is later. The Association shall provide the Employer with an answer to the grievance in writing within fourteen (14) calendar days of receipt of the grievance and shall provide copies to the Director, Human Resources. In the event the Association does not reply in writing within the time limit, the Association is deemed to have provided a negative response to the grievance.

The Employer shall indicate the nature of the grievance, the facts surrounding the grievance, the names of the parties involved, the resolution sought, the signature of the Employer representative and the date the grievance was signed.

Step 2 is complete when the Association representative has forwarded the response in writing to the Employer or when the Association is deemed to have provided a negative response to the grievance.

11.08

Arbitration

- (a) No matter may be submitted to arbitration under this Article by either Party unless settlement has been attempted through all of

the steps of the grievance procedure outlined in Article 11.07. Failing resolution of the grievance under the provisions of the grievance procedure, the grievor may, within fourteen (14) calendar days of the conclusion of the last step of the grievance procedure, give notice of submission of the grievance to arbitration.

- (b) At the time of submitting the grievance to arbitration, the Party referring the matter to arbitration shall notify the other Party in writing indicating the name, address and telephone number of its nominee to an arbitration board. Within fourteen (14) calendar days thereafter, the other Party shall respond in writing indicating the name, address and telephone number of its nominee to the board. The two (2) nominees shall then select a chairperson as expeditiously as possible from among the following list of arbitrators:

Susan Ashley
Lorne MacDougall
Anne Warner-LaForest
Milton Veniot

If none of the above is available within three (3) months of the date on which he/she is notified of their appointment then either Party may ask the Minister of Labour for Nova Scotia to name an arbitrator who shall act as the chair.

- (c) A single arbitrator may be appointed by mutual agreement between the Parties.
- (d) The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chair shall be the decision of the board. The decision of the board of arbitration shall be final, binding and enforceable on all Parties.
- (e) The board of arbitration (or the single arbitrator) shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.
- (f) Each of the Parties to the grievance shall bear the cost of their respective nominee and shall pay one-half (1/2) of those fees and expenses of the chair (or single arbitrator) not covered by the Minister of Labour. Cost of counsel shall be borne by the Party retaining same.

11.10 Postings and Hirings

- (a) When the Employer determines that a credit course assignment is available to Employees as defined in Certification Order 4914 and 5093, the assignment shall then be posted and may also be concurrently advertised elsewhere.

- (b) Postings shall include, but not be limited to, application deadline, work assignment and requirements for the position including qualifications and experience needed.
- (c) Opportunities to teach credit courses on a part-time basis will be posted on the Human Resources website and to the extent feasible postings shall be for ten (10) working days. The Employer shall forward a copy of all job postings to the academic unit for local office posting and to the Union Officer.
- (d) Applications in response to postings shall be submitted in writing to the Department of Human Resources who will forward them to the appropriate department.
- (e)
 - (i) In the event of an emergency or if a vacancy occurs within 5 weeks of the start date of the position, the Employer will address the assignment giving consideration to Article 11.10(f).
 - (ii) If a posted part-time credit course assignment is not filled through the posting procedure, the Employer will address the assignment as the Employer deems appropriate.
- (f) Applicants considered for a posted position 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 per the job posting. 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.
- (g) All offers of employment as an Employee are conditional.
 - (i) Candidates will be notified of their academic work assignment in writing as soon as possible in advance of a scheduled commencement of employment. Candidates will inform the University, in writing, promptly after receipt of their appointment letter/contract and advise whether or not they accept the position.
 - (ii) An employment contract to instruct on-campus, Fall or Winter, 3 or 6 credit hour courses shall if possible begin two (2) weeks prior to the start of the first scheduled class.
 - (iii) 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 2 weeks prior to the start of class during the academic.

- (h) An Employee shall be on probation until he/she has satisfactorily taught part time the equivalent of eighteen (18) credit hours at Acadia University extending over a minimum of three (3) academic years.
- (i) Precedence
 - (i) Within one month of the signing of this Agreement, the Joint Committee for the Administration of this Agreement shall consider applications by and calculate precedence for persons who at the time of the original calculation of precedence under the 1st Part-time Collective Agreement were holding Contractually Limited Term appointments and did not apply for precedence under the provisions of the 1st Part-time Collective Agreement. The decisions of the Joint Committee regarding these applications are final and binding upon the Parties and are not grievable or arbitrable.
 - (ii) Following the successful completion of the probationary period per Article 11.10(h), an Employee will be placed on the precedence list.
 - (iii) Precedence at Acadia shall be earned and calculated on a go forward basis.
 - (iv) 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.
 - (v) By July 31 in each year the Employer shall provide to the Association a precedence list, updated to June 30 of that year.
 - (vi) Any questions regarding the accuracy of the precedence list shall be directed to the Department of Human Resources by August 31 of that year. Agreed upon amendments shall be made by September 15 if possible. Once amended the list shall be considered to be accurate and shall be effective until the following June 30.
- (j) Precedence ceases to apply if:
 - (i) a person has been dismissed and not reinstated under Article 11.06.
 - (ii) If an individual has not taught a credit course at Acadia within the last three (3) years.

- (iii) A person has received unsatisfactory evaluations in accordance with Article 15 for 2 (two) of 3 (three) consecutive and/or concurrent appointments.
- (k) For purposes of calculating hours of work for Employment Insurance, each 3 or 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.

11.11 Personnel File

- (a) The personnel file of an Employee shall be maintained in either the Office of the President or in the Division of Continuing and Distance Education as the case may be. An Employee shall have the right during normal business hours, and upon forty-eight hours notice, to examine the entire contents of his/her personnel file in a private setting.

The examination shall be carried out in the presence of a person designated by the President or the Director of the Division of Continuing and Distance Education.

Employees shall not add to or remove their file or parts thereof from the office. An Employee shall obtain, upon written request, a copy of any of the contents of his/her file.

- (b) Documents in the personnel file may include employment material such as: employment applications and supporting documentation, health and attendance records, copies of correspondence, copies of materials related to discipline, contracts and letters of appointment, letters regarding employee performance, course evaluation summaries, course proposals and course material approvals. Documents in the Personnel file may be used by the Employer in decisions affecting the Employee's employment status. With the exception of course evaluations no anonymous material may be used.

11.13 Office Space and Facilities

- (a) Recognizing the severe space limitations facing the University, the Employer will provide Employees teaching on-campus courses with the use of appropriately furnished shared office space. The Employer will endeavour to ensure that no more than three (3) Employees share a given office. Similarly, office facilities, services and equipment shall be provided by the Employer for the performance of their duties and responsibilities.
- (b) On request and where there is a demonstrable requirement for the computer in the delivery of the curriculum, the Employer shall provide Employees teaching on-campus courses with access to appropriate notebook computers networked on campus. Access to

a notebook computer commences with the Employee's contract start date and shall terminate on the end date of the Employee's contract.

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

11.14 Leave of Absence

- (a) If an Employee is absent for up to three teaching hours per course per fall and winter term, or six teaching hours per course for intersession, because of illness or a death in the family, there will be no loss of pay for the time missed provided that the Employee ensures that all course material is covered by the end of the course. The Employee will notify the department in advance with as much notice as possible of any absence.
- (b) An Employee who is absent for two classes per term without authorization will be deemed to have resigned as of the last date worked.
- (c) Upon written request, supported by a copy of the summons, an Employee who is absent for up to three teaching hours per course per fall and winter term, or six teaching hours per course for intersession, because of jury duty will suffer no loss of pay for the time missed. The Employee shall ensure that all course material is covered by the end of the course. Jury duty extending beyond the above noted time(s) will be granted as leave without pay.

11.15 Vacations

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

11.16 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.

Article 12.00 Renewal, Tenure and Promotion

12.01 The Head shall ask professors by 15 June if they wish to apply for renewal, tenure or promotion and librarians and Instructors whether they wish to apply for promotion.

12.02 If one or more professors 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 and, in accordance with Article 12.10, establish a Departmental Review Committee.

12.03 Professors wishing to be considered for renewal, tenure or promotion and librarians and Instructors wishing to be considered for promotion, shall by 1 September, provide 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. The candidate is responsible for including a summary sheet of course evaluations for all courses taught during the period under consideration. 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 provide information summarizing the responses for each course with reference to the specific items assessed and the rating scales. Candidates should be aware that the URC places more weight on a complete record of students' written comments than on edited selections of such comments.

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

12.10 Departmental Review Committee

- (a) There shall be a Departmental Review Committee (DRC) in each Department for which there is an application for renewal, tenure or promotion.

- (b) It shall be the responsibility of the DRC 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 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) The DRC shall have a membership of six and be composed of:
 - (i) the Dean who shall be Chair;
 - (ii) the Head;
 - (iii) three 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;
 - (iv) if there are insufficient eligible members of the Department, then a sufficient additional number shall be selected from among eligible members of a cognate Department to make a total of five;
 - (v) one tenured professor from a cognate department;
 - (vi) a cognate Department shall be chosen by the Department in consultation with the Dean. The Faculty Council Nominating Committee shall then be responsible for appointing members of the cognate Department to the DRC.
- (e) Eligible professors are those who have been full-time or half-time professors for a minimum of three consecutive years, or who have tenure, and are not applying for renewal, tenure or promotion during the year of the committee membership and do not otherwise have a conflict of interest.
- (f) If the Head is applying for renewal, tenure or promotion, 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 full-time Employees of the Department. The replacement shall be for the entire academic year in which the Head is applying.
- (g) If the Dean is applying, 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 DRC 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 1 November of the academic year in which the appointment terminates.
- (b) Tenure/Combined Tenure and Promotion to Associate Professor: no later than 15 November of the academic year during which the application for tenure is made.
- (c) Promotion: no later than 1 December of the academic year during which the application for promotion is made.

12.22 The DRC must adhere to the following:

- (a) It must use no anonymous material, as defined in Article 1.05.
- (b) It must base its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement. Should the candidate's application be incomplete, the DRC must give the candidate the opportunity to resubmit their completed application. Candidates will have five working days to resubmit their completed application or the DRC may refuse to accept the application.
- (c) It 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. 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 external referees as described in Article 12.23.
- (e) At least seven days before it meets to review the application, the committee must make available to the candidate any materials in the candidate's dossier which were not submitted by the candidate.
- (f) The DRC must hold a meeting to review each 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.

(g) The DRC shall select a secretary who shall record minutes of each meeting, and keep a file of all documents consulted.

12.23 The external referees shall be recognized in the specific field of the candidate and shall have no strong personal relationship with the candidate. By 15 September, the Chair of the DRC in consultation with the department 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 committee 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. The external referees shall be provided with a copy of the candidate's professional resume, a complete copy of Articles 5 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 scholarship, 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 scholarship that differs from the two 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 whether or not to recommend the application. 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 agreement.

12.26 The secretary of the DRC shall write a letter to the Chair of the URC, with a copy 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.

12.27 The DRC shall forward minutes of its meetings and the candidate's dossier to the URC.

12.30 University Review Committee

12.31 There shall be a University Review Committee (URC) which shall review all recommendations from the DRC for renewal, promotion and tenure and make recommendations to the Board. The purpose of the URC is to ensure that the criteria stated in Article 12.80, 43.42, or 51.80 as appropriate are adhered to and that they are applied consistently across the academic units.

The University Review Committee shall ask candidates to resubmit applications that are incomplete. Candidates will have five working days

to resubmit their completed application or the URC may refuse to accept the application.

12.32 The committee shall be composed of:

- (a) The Vice-President (Academic)
- (b) Six tenured professors, two from each Faculty, 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.)
- (c) A quorum shall be five members including the chair.
- (d) The committee shall select its own chair and secretary. A nonvoting recording secretary may be added as secretary of the committee. The chair shall be granted a three hour course reduction during the winter term with a replacement for the Academic Unit.

12.33 Should an elected member of the University Review Committee 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 DRC for the review of a specific individual during the same academic year, or be absent for an extended time, that person shall be replaced in this instance by a professor from the same Faculty, named by the committee and the Chair of the Faculty Council Nominating Committee.*

12.40 University Review Committee Procedures

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

- (a) Renewal: no later than 15 November of the academic year during which the appointment terminates.
- (b) In regard to an application for Tenure, the URC shall report no later than 31 December of the academic year during which the application is made.*

In regard to application for Combined Tenure and Promotion to Associate Professor, the URC shall report on the Tenure application no later than 31 December of the academic year during which the application is made and report on the Promotion to Associate Professor application no later than 31 March of the academic year during which the application is made.*
- (c) Promotion: no later than 31 March of the academic year during which the application for promotion is made.

12.42

(a) The URC shall study the candidate's dossier and the recommendation of the DRC. It shall consider no anonymous material. (See Article 1.05).

(b) If the URC decides it has sufficient information, it shall decide by simple majority whether the recommendation of the DRC adheres to the criteria in 12.80, 43.42, or 51.80 as appropriate and demonstrates consistency of application. If it decides in the affirmative, the procedure moves to that indicated in Article 12.43(b).

If the URC does not decide in the affirmative, or if the DRC has rejected the application, or if the URC requires additional information, the URC shall meet with the candidate. The candidate may invite an Employee if he/she desires. 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 committee to initiate discussion of the candidate's dossier. The URC shall also meet with the Chair of the DRC for the same purpose.

(c) 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.

(d) The URC and/or the candidate may invite other persons to the meeting for the purpose of clarifying information they have contributed to the dossier.

(e) At the conclusion of the meeting the URC shall consider its decision in camera. In the event further clarification is necessary, the candidate and the advocate and/or the Chair of the DRC may be recalled.

(f) In arriving at its recommendation, the URC may consider no material in addition to that contained in the dossier or made available during the procedure outlined in 12.42 (a) through (e).

(g) 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.

(b) The URC shall report its decision to the candidate in a registered letter, a copy of which shall be sent to the DRC through its Chair. The letter shall include the URC's assessment of the candidate. The assessment shall be based on the criteria in Article 12.80, 43.42 or 51.80 as appropriate, the candidate's initial and

subsequent letters of appointment and letters to the candidate from previous URC's. The URC shall not make its final decision until it has reviewed all recommendations within a given year, to ensure consistency.

Should the URC find that the criteria have not been adhered to or that there is not consistency of application, the letter from the URC shall specify the areas in which such consistency is absent and shall indicate the standards that it applied in making its decision.

- 12.44 If the candidate, or the DRC, wishes to appeal the decision of the URC, then, within ten 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 no intention to appeal is declared, the URC shall make its recommendation known in a letter to the President with copies to the candidate, the Chair of the DRC 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, or the candidate jointly with the DRC. The candidate may not lodge an appeal based on a procedural error committed by the candidate. The DRC may not lodge an appeal based on a procedural error committed by the DRC.
- 12.53 Appeals shall be based only on procedural grounds. Procedural grounds are to be interpreted as including; (a) the procedures of this collective agreement as it applies to the review process (Articles 12.01 to 12. 44). (b) Consistency of application of the criteria (12.80, 43.42, or 51.80 as appropriate) by the URC during the life of this collective agreement. The candidate may only appeal in cases where:
- (i) the URC's decision has the effect of terminating employment, or
 - (ii) the URC's decision conflicts with that of the DRC.
- 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) One tenured professor, jointly appointed by the Association and the Board, for a three-year term, to act as a non-voting Chair.

- (ii) Two tenured professors, jointly appointed by the Association and the Board for a three-year term.
- (iii) One tenured professor jointly appointed by the Association and the Board. This individual shall be a member of a cognate department.

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 Appeal Committee may decide by unanimous vote that no hearing is needed because the procedural grounds advanced by the candidate (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 representatives of each of the DRC and the URC.
 - (d) The candidate and advocate, DRC 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, as a courtesy, shall inform participants of their rights and duties prior to the commencement of any testimony. Failure to do so shall not invalidate the hearing.
 - (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 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 recommend a mechanism by which such error can be corrected. The mechanism shall be either: 1) referral of the matter back to the URC in which case the UAC must give specific recommendations to the URC on how to deal with the case, and the URC must address the recommendations and report the actions it took in a letter back to the UAC or; 2) evaluation 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.
 - (iii) The UAC shall, through its Chair, make its recommendations known in writing to the candidate with copies to the President, the DRC, the URC and the Association, stating its reasons based on the appropriate criteria, 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 a recommendation in favour of the candidate to the Board. A recommendation that is not in favour of the candidate shall constitute the decision of the Board.

12.72 If the Board decides not to adopt the recommendation of the URC or the UAC, 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 URC or the UAC as appropriate, the DRC, the President and the Association.

12.73 In cases of tenure, if the 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 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 15 December of the academic year during which the appointment terminates.
 - (b) Tenure – no later than 31 March of the academic year in which the application for tenure is made.
 - (c) Promotion – 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 consistent record of achievement over a period of time. Although the time of service in a particular rank may not be used to deny promotion to a higher rank, the normal time of service in any rank is six years 12.82 If service at other institutions is to be considered, such must be stipulated in the letter of appointment.

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 URC's decision. 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 will 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 URC during consideration for renewal, tenure or promotion, the criterion of academic qualifications will 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 5.00 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 1(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.

The dossier should be contained in a binder so that documents cannot easily be misplaced. The dossier shall contain a detailed table of contents, listing every individual document with a unique index code for each document. Before passing the dossier on to the next committee, the candidate and the chairs of both committees (DRC and URC) respectively shall review its contents and sign to certify that all material listed specifically on the index is in fact present.

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 whose initial appointment at Acadia University is at the rank of Associate Professor, tenure will be awarded based on consistency in all areas of performance as stated in 12.95

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. Notwithstanding the above, the Departmental Review Committee and/or the University Review Committee 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 consistent accomplishment:

- (a) evidence of a consistently positive record of performance as a teacher;
- (b) evidence of consistent accomplishment in the discipline to be demonstrated by scholarly activity which is supported by external recognition of the candidate's work;
- (c) evidence of ongoing 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.

12.96

Full Professor

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 - 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 or 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 5.30 and 5.40.

(a) Performance as a Teacher and Lecturer

(i) Teaching Activities

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

(ii) Teaching Activity Assessment

Candidates will 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 students, peers and/or academic administrators through a formal course evaluation as in Article 5.31.

(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 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.

Books
Monographs

Scholarly Translations
Papers in refereed and non-refereed journals
Obtained research grants and funding
Contract research
Patents
Creative work and performances
Commissioned works and special assignments
Applications of learning technology developed under commission
Commercialized Courseware
Awards in recognition of scholarly achievement
Papers delivered at professional meetings, conferences and seminars
Papers/works/research in progress
Consulting and other professional activities which require research or scholarly competence, editorial and refereeing duties
Service on external grant committees
External reader on theses
Commissioned reports for external circulation
Audio-visual materials and computer software/courseware available commercially or through a publishing house provided the materials are related to scholarly activities
Participation in external panels, seminars, etc.
Active participation in and leadership given to professional conferences, workshops, symposia, etc.
Public speaking engagements related to one's academic expertise.

(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 - Appendix II

1. Resume Format

Name; 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.

2. Performance as a Teacher

Candidates will 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.

3. Scholarly Activity

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

4. Service

Service is classified into service to the University and academic communities (Article 5.33), and community service (Article 5.40); examples of the type of service which will be considered are found in Appendix I.

Article 13.00 Resignations and Termination of Appointment

- 13.01 Professors and Instructors wishing to terminate their employment on June 30 shall give written notice to the President, with copies to their Head and Dean no later than April 30. Those wishing to terminate their employment on December 31 shall give written notice to the President, with copies to the Head and Dean no later than October 31. 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. The disciplinary measures taken shall be commensurate with the just cause.
- 14.02
- (a) When a Dean has been informed by a Head according to the procedure of Article 15.50 (f) or by other sources 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 of the Faculty Association may be present. The employee shall be notified of this right.
 - (b) If the issue is not resolved at the meeting and if the Dean considers that just cause for disciplinary action against an Employee may exist, 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.
 - (c) Where applicable, and taking into account the protection of students, this statement shall include all names, places and dates of 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) considers that just cause exists to warrant further action respecting the discipline of the Employee, she/he shall notify the Employee, 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 Head, and the Dean, in an attempt to reach a settlement. A representative of the Association shall be present.
- 14.04 Within ten working days of the meeting, the Vice-President (Academic) shall notify the Employee in writing either that the matter will not proceed further or that the Employee will be disciplined on the grounds included in the written submission.
- 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, 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) written notice of the permanent loss of a grid step beginning the year subsequent to the infraction. Notice to include reasonable details for the loss of grid step and commencement date of the loss of grid step;
- (e) 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. The Association wishing to contest disciplinary action other than dismissal must, within fourteen (14) calendar days of receipt of the notice, file a grievance directly to the Grievance Committee. If the Association wishes to contest dismissal, within fourteen (14) 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 five (5) 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 emotional illness 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) may 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 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.

14.21 A decision by the President to terminate will be in writing, sent by registered mail, with a copy to the President of the Association. It shall include reasonable details 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 to 14.33 have been followed.
- 14.30 Hearings in Cases of Proposed Dismissal for Cause
- 14.31 When it is proposed 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 working days' notice being given.
- 14.32 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 as well by two relevant appointees as advisors to the Board and two appointees as advisors to the Employee, one appointed by the Employee and one 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.
- 14.33 If for any reason the meeting provided for in Article 14.32 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 working days after the meeting or after the date of the meeting referred to in Article 14.31 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.
- 14.34 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) 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 (f) 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 the Division of Continuing and Distance Education, 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 the Division of Continuing and Distance Education.

- (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.
- (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 such responsibilities.
- (g) Where a member of the Department has been advised of a deficiency or an area of neglect without resulting in 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 potential solutions. 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 of teaching responsibilities and provide the Registrar with the necessary information for the Registrar to create a schedule that minimizes potential conflicts among firstly, required courses and secondly, departmental course offerings, that makes best use of pedagogical resources including appropriate classroom space (Article 17.23). The Head shall follow the Senate Guidelines for Timetabling. The information required by the Registrar will include the times during which faculty members are not available to teach, the required type of classroom for each course, the proposed class size, the course delivery pattern, and the courses required for the Department's programs that need to be scheduled conflict free. The Registrar shall provide a draft of the teaching schedule to the Head. The Head will have ten days to respond. The Registrar shall work with the Head 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 the first day of March 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 will normally make a decision within fifteen (15) 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. A Dean who is dissatisfied with her or his teaching assignment may appeal to the Vice-President (Academic).

- (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 Continuing and Distance Education attract insufficient registration, the Head may consult with the Director of DCDE 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 44.03), 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, agreeable to the Dean, for the discharge of her/his duties as a Head during annual vacations and other occasional absences.
- (n) Select, assist and supervise academic support staff and cooperate with the Personnel Services Department 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 to six, by one full course for Departments with a faculty complement of seven to ten, and by one and one-half full courses for Departments with a faculty complement of more than ten.

15.55 By October 1, 2004, the Faculty of Pure and Applied Science, the Faculty of Arts, and the Faculty of Professional Studies shall each develop a meaningful and substantive course evaluation form which shall include an overall rating for both the course and the Employee teaching the course. 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 office for processing, producing a Summary Data Sheet including the averages and frequency of responses for each item of each course. The Head/Director/Dean 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. The Course evaluation data aggregated at the Department, School, Faculty or University level shall be made available to the Dean.

15.60 Responsibilities of the Head for Career Development Meetings

15.61 The Head has the responsibility for meeting once a year with each fulltime 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. The discussion will be based on the responsibilities stated in Article 5.00, 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 will solicit from each full-time Employee 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.

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 will 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 Article 43.40, 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 The Head shall assess and comment on the three areas of performance in a letter to the employee. If the Head assesses performance to be unsatisfactory in any of the three areas, the Head shall give reasons for the assessment and outline the agreed-upon plan for remedies in accordance with Article 15.50(f). If the Employee disagrees with the Head's evaluation of any area, the Employee may append written comments to the report.

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 will be submitted by February 1 and by June 1 for winter term courses. The letter will 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 will 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, 17.14, 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 will take place between the Head and the Dean within the dates and in the same manner described in Article 15.60.

**ARTICLE 15
APPENDIX I**

PROFESSOR ANNUAL CAREER DEVELOPMENT MEETING REPORT

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

<u>Teaching Activity</u>	
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 5.70)

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.

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**ARTICLE 15
APPENDIX II**

**INSTRUCTOR'S ANNUAL CAREER DEVELOPMENT
MEETING REPORT**

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

<u>Teaching Activity</u>	
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:

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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/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

16.00 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 tenure or tenure track professors in the department.

Employees on leave pursuant to Article 24 who have rights to vote or nominate as specified in this Article, may exercise these rights during the leave. They will be notified of such rights only by the Head sending an email to the Employee's Acadia email address (*firstname.lastname@acadiau.ca*) and must respond and exercise such rights no later than seventy-two (72) hours after the sending of such email.

16.01 Term as Head

The headship term shall normally be three years.

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

16.04 Possibility of Acting Head

An Acting Head may be appointed in certain circumstances detailed below.

Where required by certain sections of this Article, the Dean, shall call and chair a meeting of the eligible members of the department. If a majority of the department is in favour of an Acting Head, and the Dean concurs, then the procedures of Article 16.14 shall apply. Otherwise a search (Article 16.08) will be initiated.

16.08 Search Procedures

Internal, or internal/external

When a search is to be undertaken the Dean 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 seeks nominations

Where a search is to be internal only, by November 30 of the last year of the Head's term, the Dean 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 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 shall cast the deciding vote.

16.10 No Candidates

Should circumstances arise in which the appointment of an acting Head 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 Chair of the Department and shall carry out the administrative functions of the Department (which would normally be the responsibility of the Head).
- (b) The Acting Chair may be appointed for a period of not less than six 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.
- (c) 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 shall convene a search committee having the following membership:

- (a) The Dean of the Faculty who shall be the Chair;
- (b) two professors elected by the Department concerned;

- (c) one professor from a cognate Department or School selected by the Faculty of which the Department is a part;
- (d) a person distinguished in the discipline from another institution, chosen by the four persons mentioned above. This requirement may be waived if the Department, by a majority vote so requests, and the Dean and the Vice-President (Academic) concur;
- (e) one senior or graduate student from the Department concerned, to be elected by or under the auspices of the Student Representative Council.

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, the Search Committee will 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 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 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 shall cast the deciding vote.
- (d) The Dean 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.

16.16 Head Leaves Office

- (a) When a Head leaves office at a date other than 30 June, or goes on leave for a period not exceeding one year, an Acting Head will be appointed under the provisions of 16.14.
- (b) When a Head leaves office on 30 June of the first or second year of a three-year term, or when a Head goes on leave for a period exceeding one year, Article 16.04 will apply.

Acting Head Leaves Office

- (c) When an Acting Head leaves office prior to the end of his or her term, an Acting Head shall be appointed under the provisions of 16.14.

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, who shall then attempt to mediate between the Department and the Head (or Acting Head). 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 Head, 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 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.

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

Article 17.00 Working Conditions

17.10 Standard Office Facilities

17.11 The Board shall make a reasonable effort to provide each Employee with a private office containing ergonomically sound furnishings, telephone, computer, mouse, keyboard, keyboard tray and network access from that office. If the computer is a laptop model, a docking station and necessary cords and cables shall be provided upon request. "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 will 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 one month, their offices may be used temporarily for other purposes. In this case, 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 two months, the University will have the right to remove the Employee's personal belongings to a secure area. The Association will be invited to provide a witness to the relocation process.

17.14 Computer Access

Access by Employees to computer facilities shall continue to be decided by the Board on the advice of the Information Resources Advisory Committee (IRAC). The Board recognizes the value to the Employee of having ready access to such facilities and will seek to maintain it. Charges may be levied for computer facilities and services used in contract work or consulting. Access to notebook computers and network accounts commences with the Employee's contract start date and shall terminate on the end date of the Employee's contract.

Employees on two or three year contractually limited term contracts, having appointments each of at least nine (9) months duration, will retain their computer account access during the summer break.

17.15 The Parties agree to respect the privacy of Employees in the proper use of Acadia's computer facilities.

- 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 exclusively dedicated to faculty use will be no less than 20.
- 17.17 The Board will 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 three-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(g).
- 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 The Parties recognize that teaching patterns vary appreciably from one academic discipline to another and that in consequence the teaching expectation in certain Departments may depart from the normal teaching expectation. The normal teaching expectation is 18 credit hours (undergraduate or graduate) or equivalent per professor. In an effort to enhance externally recognized scholarship, beginning in the 2004-2005 Academic year, Professors may have a teaching expectation of 15 credit hours. Departments in consultation with the Deans shall restructure their resources to accommodate this reduction at no increased cost to the University.
- Beginning in the 2004-2005 Academic year, new tenure track employees shall have a normal teaching expectation of twelve(12) credit hours in the first year of employment.

For professors with a teaching load of eighteen(18) credit hours, the teaching expectation 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 a teaching load of eighteen (18) credit hours for the Fall and Winter term occur, professors will 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 hour per week of individual instruction is equivalent to a three-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 0.5 times 1 credit hour of each hour of weekly ensemble.
- 17.33 Professors' responsibilities extend beyond the classroom. Professors shall be available in their offices for consultation with students for at least two hours per week for each three hour credit course to a maximum of six hours per week at stated times between 8:30 am and 6:30 pm Monday through Friday and shall contribute to the administrative work of the Department and of the University.
- 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, in agreement with the appropriate Dean and the Vice-President (Academic) buy release time for up to the equivalent of one six hour credit course for two additional members of the Association. The cost of such release time shall be that set forth in Article 21.03.
- 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-credit hours (9) which she/he has not taught at least once during the previous four 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

- (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.
- (b) The hours of work scheduled for full-time librarians in the performance of their duties in the library shall normally be thirty-five (35) hours per week, and shall be fairly and equitably distributed during the operating hours of the library.
- (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 assignments shall be such that librarians carry equitable loads.
- (e) Librarians 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.
- (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.

17.50 Standard Teaching Expectation (Instructors)

- (a) Instructors involved with laboratory/ studio/theatre instruction shall have a maximum teaching expectation of 18 contact hours per week. This amount shall be decreased proportionately as other academic duties are assigned or if the position is half-time other than full-time.
- (b) Instructors may teach the equivalent of one six hour credit course during the Fall and Winter terms.

- (c) Instructors teaching credit courses shall receive a reduction of 1.5 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 hours per week at stated times between the hours of 8:30 am - 6:30 pm, Monday through Friday.

17.70 Outside Employment

17.71 The University recognizes the value of professors and librarians 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 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 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 will 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 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 will 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 will 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 service commitments outside the University require the written approval of the appropriate Dean 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 and librarians are expected to engage in research as part of their University duties and the Board will encourage research and other scholarly and creative endeavours as its resources and priorities permit. The Vice-President (Academic) will work with the Dean of Research and Graduate Studies in assisting professors and librarians in applying for external grants and contracts.

17.82 Department Secretaries will assist Employees by typing research material whenever time is available, as determined by the Head. Such research material shall be submitted through the Head.

17.83 If research grants are not available to assist in the necessary costs incurred in the publication of research in professional journals, the Board will 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 Health, Safety and Security

The Board recognizes its responsibilities to provide sufficient facilities, supplies and services to protect the health, safety, and security of Employees as they carry out their responsibilities on campus.

Article 18.00 Grievance

18.10 The Parties will use every effort to encourage informal, amicable and prompt settlement of complaints and grievances 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 Article 18.00 establishes a Grievance Committee and sets forth principles and procedures for its operation. The Parties agree that the mandate of the Grievance Committee is to resolve grievances arising from the administration of this Agreement and that, subject to the restriction that the Grievance Committee must adhere to the principles and procedures detailed hereunder, nothing in this Agreement shall be interpreted in such a way as to limit or imply a limitation upon the Grievance Committee in the exercise of its mandate.

18.12 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.

18.13 All pending or unsatisfied grievances brought to the attention of the Board by the Association 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.

18.40 Grievance Committee

18.41 There shall be a Standing Grievance Committee consisting of eight members: four designated by the Association and four designated by the Board. After such designation, members of the Committee are not "representing" a Party but shall use their independent judgement in resolving cases. The Grievance Committee shall serve for the life of this

Agreement. Should a member of the Committee resign for any reason, the Party who designated that member shall designate a replacement to serve the remainder of the term. The eight members of the Grievance Committee will select from among themselves a permanent secretary and an alternate, whose duty it will be to receive grievances and call meetings. If there are insufficient members available to hear a grievance within designated time limits, the relevant Party may appoint an alternate(s). The Parties shall endeavour to select alternates with prior experience.

- 18.42 The Grievance Committee shall be constituted not later than 15 days following the execution of the Agreement by both Parties.
- 18.43 Each grievance will be heard by four members of the Committee, two from among those designated by the Board and two from among those designated by the Association. The four members designated by a Party shall determine which two shall hear a specific grievance. The four members designated to hear a grievance will select from among themselves a Chair who shall have a vote.
- 18.44 A quorum shall be the four members hearing the grievance as specified in Article 18.43, except that if any member is absent, that member shall be replaced by another member designated by the same Party.
- 18.45 If a member of the Grievance Committee has a conflict of interest in a particular case, that member shall withdraw from hearing that case.

Simple unwillingness to hear a grievance does not constitute grounds for declaring conflict of interest.

For the purpose of this Article, a person is deemed to have conflict of interest if that person was a party to an action out of which the grievance has arisen. "Party to the action" means that the former had discharged a contractually required responsibility as a result of which a grievance was lodged.

Where the Association is grieving on behalf of any one Employee or a group of Employees, a person is deemed to have a conflict of interest if that person either is in a supervisory or subordinate relation with that Employee or those Employees, or is directly associated with the responsibilities to the University performed by that Employee or those Employees.

Family ties may also be construed as ground for conflict of interest.

Where the Association is grieving on behalf of any one Employee, if that Employee is a member of the Grievance Committee, she/he will withdraw from the Committee until her/his case is resolved. Where the Association is grieving on behalf of a group of Employees, if a member of the Grievance Committee is one of those Employees, she/he will withdraw from the Committee until her/his case is resolved.

- 18.46 The four members hearing a grievance shall render the decision specified in 18.62 (k).
- 18.50 Grievance Procedures
- 18.51 It is expected that the Parties will attempt informal resolution of problems at the administrative levels that are appropriate for a particular problem. 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.
- 18.53 Where the Association is grieving on behalf of any one Employee or a group of Employees, the Vice-President (Academic) shall, within five working days of receiving the grievance, arrange a meeting with that Employee or those Employees and the Association President or her/his representative. This meeting shall take place within ten working days of the time the Vice-President (Academic) received the grievance, unless the Parties agree to extend this time limit.
- 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.
- 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 working days of the meeting described in Article 18.54, the grievance may be submitted by the Association in writing to the Grievance Committee within 20 working days of presentation of the complaint to the Vice-President (Academic), or President, as indicated by Articles 18.51 through 18.55 above. The Association shall make its submission to the Grievance Committee through the President of the Association or her/his representative. The Grievance shall be submitted using Appendix B in this Collective Agreement. These time limits may be extended with the agreement of the Parties.
- 18.57 The Grievance Committee may within ten working days following receipt of the grievance inform the Parties in writing that it is of the majority opinion that the matter raised is not within its jurisdiction. In this Article, "majority" means seven of the eight people on the Grievance Committee. Such a decision shall be made only if the grievance does not meet the requirement set down in Articles 18.20 and 18.30. In the event of such a majority decision, the grievance is terminated. This time limit may be extended with the agreement of both Parties.

- 18.58 If the Grievance Committee determines that the matter raised is within its jurisdiction, it shall hold a hearing within ten working days of the meeting described in Article 18.57. This time may be extended with the agreement of both Parties.
- 18.59 Once the Committee has announced its intention to hold a hearing, all material considered relevant by the Committee shall be available to it.
- 18.60 In order to withdraw a grievance, the Party to the grievance must write a letter to the Secretary of the Grievance Committee asking the Committee not to proceed with the hearing. Once a grievance has been withdrawn, it may not be again the matter of a subsequent grievance.
- 18.61 (a) Where the Association is grieving on behalf of any one Employee or a group of Employees, that Employee or those Employees have the right to be present at the hearing. They must be represented by the President of the Association or her/his representative. There shall be no legal counsel present at the grievance proceedings.
- (b) The Parties to the grievance shall have the right to submit all relevant material, including personal files to the Grievance Committee. Relevance shall be determined by the Grievance Committee.
- 18.62 The Grievance Committee shall:
- (a) give reasonable notice to the Association and the Board of its meetings;
- (b) give reasonable notice to the persons it wishes to have appear before it and inform the Association and the Board of the appearance of these persons;
- (c) hear the Association, the Board and all witnesses called by the Grievance Committee;
- (d) examine the documents referred to in Article 9.43 of this Agreement as appropriate;
- (e) allow the Association and the Board to call, to examine and to cross-examine witnesses, to adduce evidence and make submissions;
- (f) make available to the Association and the Board, all documents presented or examined in evidence;
- (g) conclude its hearing of a grievance within 60 calendar days after beginning the hearing unless an extension of the time limit is granted. Either Party may for good reason request an extension

for a specified period of time. The Grievance Committee shall determine whether the extension requested is justified. Refusal to grant an extension must be by simple majority of the Grievance Committee.

- (h) allow a report by the minority in the decision;
- (i) establish by consensus any other procedural rules governing its activities not outlined above;
- (j) maintain confidentiality at all times within the committee, and urge all participants to maintain confidentiality;
- (k) reach its decision within 30 calendar days of concluding the hearing and make its report in writing, with detailed reasons for its decision, to the Association, the Board and all persons named in the statement of the grievance and the report.

18.63 A unanimous decision of the Grievance Committee shall be final and binding.

18.64 If the Grievance Committee's decision is not unanimous, the Association or the Board may proceed to arbitration.

18.65 The Parties shall abide by and give full and prompt effect to decisions arrived at under the procedures detailed above. All committees created through the Agreement are bound by the unanimous decisions of the Grievance Committee, and if such decisions require the actions of a committee, the particular committee concerned shall act expeditiously in carrying out its responsibilities.

The Grievance Committee shall not have the right to alter or add to or delete anything covered by this Agreement.

18.66 All communications required by these grievance procedures shall be delivered by internal mail or by external registered mail with acknowledgment of receipt. The communication must be received by the addressee or a person authorized by him or her.

18.67 Costs incurred by the Committee shall be shared equally by both Parties.

18.68 Records of Committee hearings and copies of all documents brought before the Committee shall be for the sole use of the Committee and shall remain in its possession.

18.70 Party Grievance

18.71 Where the Board is grieving or where the Association is grieving on behalf of the bargaining unit as a whole, that Party shall have the right to bring grievances directly to the Grievance Committee.

18.73 If either Party to this Agreement claims that the decision of the Grievance Committee is not being implemented, the Party making such an allegation shall have the right to proceed to arbitration. The arbitration shall not involve the substance of the original grievance but shall be limited to the allegation that Article 18.65 has been violated.

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.

18.83 Failure of the Vice-President (Academic) to act within specified time limits allows the Association to proceed to the next stage of the grievance procedure. Failure of the Grievance Committee to act within specified time limits allows the Party to the grievance to proceed to arbitration.

18.84 A failed grievance may not be re-introduced.

18.85 Continuity from Agreement to Agreement.

Article 18.41 notwithstanding, the membership of the Grievance Committee in the process of hearing a particular grievance shall not change until its report is made, except with the consent of the Parties.

Article 19.00 Arbitration

19.10 No matter shall go to arbitration unless it has first been raised as a grievance and has not been finally disposed of by the Grievance Committee, 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 14 calendar days of receipt of the Grievance Committee's decision.

19.40 Arbitration Board

There shall be an Arbitration Board composed of three persons, one appointed by the Association, one appointed by the Board, and one who shall act as chair, selected as provided in Article 19.41 hereof.

19.41 Within five (5) working days of receipt of notice provided for in Article 19.20, the Parties shall meet and, subject to Article 19.42, randomly select a chair from the following list of Arbitrators:

Anne Warner-LaForest
Gail Brent
Brian Bruce
Susan Ashley
Lorne Macdougall
Milton Veniot

If the person selected is not available within three months of the date on which he or she is notified of appointment as Chairperson of the arbitration board, a second shall be randomly selected. If the latter is not available within three months then either of the Parties may ask the Minister of Labour for Nova Scotia to name an arbitrator who shall act as the chair, informing the minister of the provisions of article 19.42.

By mutual agreement, the Parties may select a person on a non-random basis or a person not on the above list.

19.42 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.

19.43 The Arbitration Board shall be established by the Parties within 21 calendar days of receipt of notice from the Association or the Board.

19.44 The Arbitration Board shall hold its first hearing within a reasonable time after its constitution.

19.45 A quorum shall be all three members.

- 19.46 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.
- 19.47 The Decision
- 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.
- 19.49 The Arbitration Board shall not have the right to alter any matter covered by this Agreement.
- 19.50 The decision of the Arbitration Board shall be final and binding on all Parties. The decision shall be put into effect without delay.
- 19.60 Expenses
- 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.
- 19.70 Technical and Formal Irregularities
- Technical and formal irregularities in processing a grievance shall not prevent the rendering of a valid decision by the Grievance Committee or Arbitration Board on the substance of the dispute.
- 19.80 Time Limits
- The time limits fixed in the grievance and arbitration procedures may be extended by mutual agreement between the Parties.
- 19.90 The Parties may agree to use a single arbitrator, selected as in Article 19.41 above.

Article 20.00 Full-time Professor 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 full-time Professor complement is defined as the number of full-time Professors in the bargaining unit and includes those full-time Professors on leave but excludes replacements for those on leave. The number is composed of tenured and tenure track positions and also includes a number of contractually limited positions as described and limited in Article 10.08.

The 31 March 2003 report on full-time professorial appointments exceeded 204. The President shall authorize sufficient full-time professorial appointments to maintain a minimum of 214 full-time professorial appointments in the bargaining unit as of 31 March of each year of this agreement.

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 will 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 will 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 will 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 Contract to staff newly approved and externally-funded programs are excluded from this Article.
- 20.08 The Board shall endeavour to reduce administrative and other staff complements in parallel with reductions in professor complement.

Article 21.00 Remuneration of Employees

A salary grid incorporating the principles agreed appears as Appendix C for Faculty, as Appendix F for Librarians, and Appendix G for Instructors, and Appendix I for part-time Employees for each of the years of this agreement, with effective dates as noted.

All Employees covered by Appendices C, F, and G shall move up one full grid step on 1 July of each year this collective agreement is in effect beginning in 2003.

21.01 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 and F.

21.02 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.

21.03 Per Course Payment

Effective 1 July 2003, the per course payment shall be in accordance with Appendix H.

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.

21.04 Correspondence Courses

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

21.07 Effective July 1, 2003 and for the remainder of this collective agreement, employees serving as heads shall during the period they serve as heads, receive a stipend in addition to their base salary, computed by the following formula:

\$1,725 per annum plus \$210 times the professor complement (Article 1.08) and filled 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 will receive a stipend of \$2,000 each.

21.09 For Canada Research Chairs, the Board will 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 will follow the provisions described in the "Group Pension Plan Program for Acadia University" as revised from time to time.

23.20 Changes in the Pension Plan

The University Standing Committee on Pensions shall continue to oversee the plan and make recommendations concerning changes in the plan.

23.21 The Association will 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 contribution to justify its being granted. Such leaves will normally be pursued at other locations such as universities. Those Employees who are eligible are full-time professors with permanent tenure who are in their third or subsequent year of service and non-tenured professors who are in their sixth or subsequent year of consecutive service and who have not been denied tenure. Librarians with a continuing appointment who are in their sixth or subsequent year of consecutive service are eligible to apply.

24.11 The period of leave for a first sabbatical shall be one Academic Year. Subsequent 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 month leave on July 1 of an academic year, but opt to take their leave from January 1 to June 30 of that year shall be given six months credit toward a subsequent leave. The salary for leave shall be according to the following scale:

12-Month Leaves

Eligible Service (years)	Sabbatical Salary (per cent)
less than 6	13.3% per year (professors only)
6 or more than 6	80% professors and librarians
first leave	100% for a first sabbatical leave except for those first appointed at the Associate Professor or Full Professor Rank

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

6-Month Leaves

Eligible Service (years)	Sabbatical Salary (per cent)
3 and more	80% (professors only)

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

In all cases, full group insurance benefits shall be provided. 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 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 60 days of the end of the leave period.

- (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 years of eligibility who has been full-time for four years and half-time for two years would be paid at:

$$\text{Full-time salary} \times 80\% \times 10/12$$

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 D) 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 contribution to justify its being granted.

- (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 D, 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 faculty, the plan will indicate how it will impact on the factors outlined in Article 5.30. 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 D to the Sabbatical Leave Committee by 30 October. The Dean's/ University Librarian's report will 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 professor appointed by the President;
- (c) four members elected by professors and university librarians. The elected Committee members shall serve for three years. No elected member shall be eligible for re-election to the Committee for a subsequent term until one 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 Board will endeavour to provide replacements to maintain delivery of programs.

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 will 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 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 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.

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 will consult with the Department.

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 will, 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 month's leave;
- (b) for election to the Legislature of Nova Scotia: one 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 term of office;
- (b) to the Nova Scotia Legislature: full-time leave of absence during one 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 52 weeks. Eligible full-time employees shall be granted such leave in accordance with the following provisions.

24.41 A. Maternity Leave

An employee requesting maternity leave:

- 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.

- shall notify her Head at least four (4) weeks of the date she will begin her maternity leave and the date she will 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.

She shall be granted maternity leave for a period of seventeen (17) continuous weeks to begin no earlier than 16 weeks before the expected date of delivery and not later than the date of delivery. Maternity leave shall end:

- . not sooner than one week after the date of delivery; and
- . not later than seventeen weeks after the pregnancy leave began.

In cases where complications arise from pregnancy, she shall be entitled to sick leave as provided under Article 24.60.

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 their Head of the date the leave will 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 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's entitlement to the option.

24.45 Family Leave Benefit

The benefit payable by the University for an approved Family Leave is an amount which combined with the employment insurance benefit will 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 An employee planning a Family Leave will cooperate with the Human Resources Department 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.

24.60 Sick Leave

When the Head, in consultation with the Dean or University Librarian, suspects illness is the basis whereby Employees are unable to carry out their obligations to the Board, the Board may place the employee on sick leave, or when an Employee requests, the Board shall place the Employee on sick leave. In either case, the Employee will cooperate with the University Physician in the determining the extent of the illness.

Upon certification from the University Physician, in consultation with the employee's physician, full salary will be paid to Employees during the first six months of such illness. 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 University Physician, in consultation with the employee's physician, shall certify to the Vice-President (Academic) that the Employee is again able to carry out her/his obligations to the Board.

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 apply either to 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. Compassionate leave may be granted by the Board of Governors for a period of time and at a salary to be determined by the Employee and the Board. If the leave is granted, the Board shall advise the Head, the Dean and the VP (Academic).

24.62 The Board shall make funds 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 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 years, and in no case can a leave be extended beyond three 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 will 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, excluding those with rights to vote or nominate as specified in Article 16, Article 37, and Article 56 shall not have voting rights within the unit or faculty on any matter during the period of the leave; however, they may be consulted for their input if readily available. The Head will make an effort to consult with the employee by sending an email to the Employee's Acadia email address (firstname.lastname@acadiau.ca).
- 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 5.30.
- 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 professors and librarians 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) professors and librarians 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 Professor or Librarian 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 Professor or Librarian and her/his dependents shall be that person's responsibility;
- (e) Acadia University shall provide to the Exchange Professor or Librarian who comes to this University all normal professor and librarian facilities and shall extend all normal professor and librarian privileges;
- (f) The exchange shall not interfere with an Acadia professor's or librarian's seniority towards tenure (professor), promotion, or Sabbatical Leave;
- (g) An Acadia Professor or Librarian 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 professors and librarians 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 will 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 will 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 will 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 will be reconstituted as the "Study Leave Committee" to assess the merit of study leave proposals and will 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 will 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 consecutive years of employment (not including the doctoral study leave) since the time of first appointment. An individual who does not return after the doctoral study leave will 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 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 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 \$900 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 \$5,000 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.

25.12 Professional Development Fund for Instructors

(a) A fund of \$5,000 a year shall be established. This fund shall be administered by a committee of the Deans of those faculties having Instructors.

(b) Unspent fund balances shall be carried forward from year to year.

(c) Applications for professional development must be made by the Instructor through the Head to the Dean. Normally, applications should be received by 31 December.

(d) The fund may be used for the support of any type of professional development activity approved by the Department and the Dean.

25.20 Tuition Discounts

With the exception of correspondence courses, the academic fees charged to the dependent children or spouse of an Employee in respect of any or all credit courses taken at the University shall be one-half of the standard fees.

25.21 To qualify for this benefit, an Employee must be employed on a full-time basis from 1 July of the academic year 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.

25.54 Travel and Professional Allowance Fund

The Board shall provide a sum equal to \$1000 times the filled professor complement, excluding part-time positions, and the number of filled library positions, excluding part-time positions.

In the second year of this Collective Agreement, the Board shall provide a sum equal to \$1,250 times the filled professor complement, excluding part-time positions, and the number of filled library positions, excluding part-time positions.

In the third year of this Collective Agreement, the Board shall provide a sum equal to \$1,350 times the filled professor complement, excluding part-time positions, and the number of filled library positions, excluding part-time positions.

The Travel and Professional Allowance Fund shall be divided among Departments, Schools and the University Library in proportion to the filled professor complement and filled librarian 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 5. 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 30 June 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 desirability of supporting research at Acadia and has established a research fund. A sum of \$80,000 shall be provided by the Board for the support of research in each academic year (July 1 to June 30 next) of the Collective Agreement and to be administered as follows.

- (a) A total sum of \$30,000 will be distributed to the faculties and the library and the amount per unit calculated as a percentage of the whole, based on the percentage of the filled full-time positions in the unit as of 1 July of a given academic year. The remaining monies will be distributed by the allocating committee based on an open competition. A maximum of 2/3 of the yearly allowance will be available in the first competition in a given academic year.
- (b) The funds will be administered through the Office of Research and Graduate Studies which will appoint a committee to allocate the funds. The committee will consist of:
 - (i) Dean of Research and Graduate Studies (Chair);

- (ii) two members of each Faculty chosen from a pool of six members of each Faculty, elected on an annual basis by the Faculty (elections to be held prior to 30 September of each academic year);
 - (iii) one librarian chosen from the University librarians by 30 September of each academic year.
- (c) No individual may serve on the committee during a competition in which the individual has a grant application before the committee.
- (d) There will be two deadlines per year for the receipt of applications, namely:
- (i) 1 October
 - (ii) 1 February

Decisions will be announced by 31 October and 28 February respectively.

- (e) Only one-year awards will be made and the maximum amount of an award per project will be \$2500, and only one award may be received in a given academic year.
- (f) An individual may not receive funding from this source for more than two years in a row unless an application has been made during that period to one or more national granting agencies. An individual must make such an application before reapplying.
- (g) Subsequent requests to this fund must be accompanied by a brief report (one page) on the results of the project funded by the previous award.
- (h) 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.
- (i) This Research Fund is only available to professors and librarians.
- (j) The monies in this fund are available on an academic year basis only, during the term of the Collective Agreement.

Article 26.00 Group Insurance Benefits

The 2004 Triennial Review Committee shall consider the recommendation of a Dental Plan in to replace the Health Spending Account.

The Committee shall respect that the total Group Insurance Program (Long Term Disability, Life, Accidental Death and Dismemberment and Group Supplemental Health) has been an equally cost shared arrangement between employer and employees and any recommendation of Plan changes shall remain consistent with this practice.

If the recommendation for a dental plan is not approved, the University will continue the Health Spending Account.

The University agrees to commit \$510.00 (pro-rated for appointments that are less than 12 month or half-time term) to each qualified Employee's Health Spending Account on 1 July 2003.

Beginning July 1, 2004 the University agrees to commit \$600 (pro-rated for appointments that are less than 12 month of half-time term) to each qualified Employee's Health Spending Account.

Beginning July 1, 2005 the University agrees to commit \$650 (pro-rated for appointments that are less than 12 month of half-time term) to each qualified Employee's Health Spending Account

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 \$2 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 \$2000.00 less a deductible of \$100.00 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 will 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.

Article 27.00 Copies of this Agreement

27.10 Within 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, and normal retirement date and year obtaining full pension eligibility where applicable;
- (d) copies of the Board's approved monthly financial reports;
- (e) by October 15th and February 15th of each year, a listing of part-time Employees per Certification Order 4914, by name, age, date of initial appointment, appointment status, and salary;
- (f) a list of employee complement for all non-academic units;
- (g) a list of Acadia University Professional, Administrative and Technical staff salary ranges and the number of positions in each salary range;
- (h) by October 15th a list of Employees contracted to teach credit courses during intersession through the Division of Continuing and Distance Education over each year of this contract.

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 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 three by the Board, and the Vice-President (Finance) 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 15 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 15 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 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 15 days;
 - (f) 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 will 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 will 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 or hereafter in effect. If any law now 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 renegotiation those parts of this Agreement that have been thus invalidated and as well any other parts affected by such invalidation.

Article 33.00 Intellectual Property

(Ratified January 18, 2005)

Article 33.00 Intellectual Property

- (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 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 reasonably 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 Course-ware.

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.

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 from 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) will 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 written consent.
- (c) Employer Decision Not to Commercialize – If the Employer decides not to proceed with Commercialization, the Employer shall promptly notify the Employee who will 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 will assume the responsibility for Intellectual Property Commercialization without cost to the Employee. The Employee and the Employer will then prepare a mutually acceptable commercialization plan outlining the options to be considered for the development of the Intellectual Property. The plan will 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 will 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 June 30th 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 June 30th.
- (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 will 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.
- (d) 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 2003.

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 will 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.

Employees on leave pursuant to Article 24 who have rights to vote or nominate as specified in this Article, may exercise these rights during the leave. They will be notified of such rights only by the Head sending an email to the Employee's Acadia email address (*firstname.lastname@acadiau.ca*) and must respond and exercise such rights no later than seventy-two (72) hours after the sending of such email.

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 December 31 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 November 30 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 professors elected by the School concerned;
- (c) one 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 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 will 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 will 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.

Article 38.00 Retirement Enhancement

38.10 Eligibility

38.11 Retirement Enhancement shall be granted to all Employees who are eligible (see Article 38.12) and who make application. The type of replacement appointment (if any) for the unit will be agreed upon by the Head, Dean or University Librarian and Vice-President (Academic) by 30 November in the year preceding the 1 July when retirement enhancement is to take effect.

38.12 The following terms and conditions for retirement enhancement shall apply:

- (a) employees must have reached their 60th birthday prior to the first day of July on which retirement is to commence;
- (b) this option is available from ages 60-62.
- (c) Twenty years of pensionable service must be completed prior to the first day of July on which the retirement is to commence.

38.20 Procedures

The following procedures shall be followed by any Employee seeking retirement enhancement:

- (a) Employees shall submit written requests for retirement enhancement to the Vice-President (Academic) through the Head of the Employee's Department, with copies to the Dean or University Librarian and the President of the Association by 1 July, twelve months prior to the date upon which the Employee wishes to take retirement.
- (b) The Employee and the Board of Governors must confirm in writing, with copies to the Head, Dean or University Librarian and President of the Association, their acceptance of the retirement enhancement agreement by 30 November in the year preceding the 1 July on which retirement is to take effect.

38.30 Terms and Conditions

38.31 The University will provide an amount equal to a sum of dollars X years of service to the Employee on the date of retirement to be deposited to an RRSP or as a lump sum payment at the option of the Employee.

At age 60 \$2000 X years of service
61 \$1500 X years of service
62 \$1000 X year of service

- 38.33 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.
- 38.34 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 in respect to income disability insurance will be discontinued.

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 of such academic administrators during their term of office shall be in accordance with Article 12.00 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 may re-enter the bargaining unit upon completion of their term of office, subject only to the salary review as described in Article 40.60. Deans of Faculties returning to the bargaining unit are expected to have taught a 3 credit hour course for each year of service as Dean, excluding leaves.

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 upon termination of their academic administrative appointments may re-enter the bargaining unit provided that the following terms and conditions have been fulfilled:

- (a) The President shall refer the matter of re-entry to the University Appointments Committee as described in Article 10.53 (e).
- (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 reentering shall be in conformity with the salary formula then in operation for the bargaining unit as a whole.
- (d) No academic administrator as described in Article 40.32 shall reenter the bargaining unit until the University Appointments Committee has established the requisite salary formula or declared that no anomaly exists.

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.

Article 41.00 Commencement and Duration of Agreement

41.10 Commencement

This Agreement shall come into effect on July 1, 2003.

41.20 Duration of the Agreement

This Agreement shall remain in effect until June 30, 2007.

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 Dean, and two members elected by the fulltime Employees concerned. The appointment is for up to three years, carries an administrative stipend as defined in Article 21.08, and the incumbent shall remain a member of the bargaining unit. Where an Assistant Dean administers an academic program, such as Environmental Science, they will follow the Policies and Practices of Heads and Directors (Article 15).

Article 43.00 Instructors

43.10 Rights and Benefits

43.11 Instructors shall have all the rights of the current Collective Agreement excepting Articles 5.30 - 5.32, Articles 10.04 - 10.10, Articles 10.20 - 10.21, Article 10.70 (f), Articles 17.80 - 17.81, Articles 20.02 - 20.08, Article 21.07, Article 24.10 - 24.24, Article 25.55.

43.20 Appointment of Instructors

43.21 There shall be five types of appointments for Instructors:

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

43.22 Probationary Appointments

Instructors shall initially receive a probationary contract for two academic 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 contractually limited term appointment may be made for varying periods of time in order to replace employees on leave or for other special circumstances.

43.25 Half-Time Appointment

Half-time appointments shall be made as defined in Article 10.03. Instructors wishing to convert their appointment to half-time status shall be governed by procedures set out in Article 10.11 - 10.13.

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 to Instructors: 10.45, 10.51, 10.52,

10.53 (a), (d), (e), 10.54, 10.55, 10.70, 10.71, 10.72, 10.80, and 10.90. It is understood that advertising may be at a more local level (Article 10.52), and the selection committee (Article 10.53 (a)) 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.

43.30 Instructor Ranks

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

43.32 Instructor II shall include Instructors who hold a Masters degree or its equivalent and four (4) or more consecutive years of fully satisfactory Annual Career Development Meeting Reports.

43.40 Review and Promotion

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 25 consecutive weeks, or family leave for a period of at least 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 prior to the deadline cited in Article 12.01.

- (b) The review for a continuing appointment shall be carried out by a committee made up of the Head and two 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 results of the review shall be transmitted by the Head to the Dean of the Faculty with a copy of the letter to the Instructor. The Dean will notify the Vice-President (Academic) in writing. The Vice-President (Academic) shall transmit the decision to the president who may reject the recommendation only for sound academic reasons using Article 5.50 as a basis for the decision. Such a decision must be sent to the candidate by registered letter. The President shall transmit a recommendation in favour of an Instructor to the Board.

- (c) If, as a result of the review, a continuing appointment is denied for any reason, the Instructor may appeal to the UAC (As in Articles 12.55-12.61). 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) One of the two faculty members required in 12.55 (ii) shall be replaced by an Instructor who holds a continuing appointment jointly appointed by the Association and the Board.
- (e) 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). Continuing appointment replaces all references to tenure.

43.42 There will be two 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 consistent record of achievement over a period of years in a given rank. Although the time of service in a particular rank may not be used to deny promotion to a higher rank, the normal time of service in a rank is four years.

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

- (a) academic or professional qualifications
- (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 which must guide the DRC's evaluation.

- (a) Academic Qualifications and Experience

The normal criterion will include an earned Masters at the rank of Instructor I or higher. Equivalent qualifications and/or experience must be specified in the letter of appointment.

- (b) Performance

Performance as an Instructor shall be evaluated in relation to the duties of Instructor as outlined in Articles 5.51 and 5.52 and in relation to the Annual Career Development Meetings and supplemented by other materials provided under Article 12.03.

43.44 Instructor II

The qualifications for promotion to Instructor II shall be possession of an earned Masters or its equivalent as specified in Article 43.43(a) and a record of consistent accomplishment:

- (a) evidence of a consistently 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.

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

43.60 Deferred Salary Leave Plan

43.61 The Deferred Salary Leave Plan will afford Instructors the opportunity of taking the equivalent of one (1) year or the equivalent of a six (6) month leave of absence, and through deferral salary, finance the leave.

43.62 An Instructor shall make written application to the Head to enroll in the plan. The Head will work with the Department of Human Resources to implement the plan.

43.63 The payment of salary, benefits, and the timing of the leave shall be as follows:

- (a) In each year of the Plan, preceding the year of the leave, an Instructor will be paid a reduced percentage of the annual salary. The remaining amount shall be deferred and this accumulated amount plus interest earned shall be retained for the Instructor by the Board to finance the leave.
- (b) The percentage of annual salary deferred in any one year shall not be less than 5%.
- (c) The calculation of interest under terms of this Plan shall be done monthly (not in advance). The interest paid shall be the interest rates in effect on the last day of each month for three (3) year term deposit quoted by the Bank of Montreal.
- (d) Interest shall be calculated as above and credited to the Instructor's account on the day prior to each of the regular pay dates.

- 43.64 An Instructor's Group Insurance Benefits shall be maintained during the leave, with the Employee paying the full contribution per Article 24.70.
- 43.65 If an Instructor withdraws from the Plan, the Instructor shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- 43.66 The Instructor shall apply to the Vice President Academic, with copies to the Dean and Head, for a leave by 1 October of the year prior to that during which the leave shall occur. Upon advice from the Head and the Dean, the Vice President Academic shall respond to the request by 31 December.

Article 44.00 Continuing and Distance Education

44.01 The Division of Continuing and Distance Education 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.

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 the Division of Continuing and Distance Education and such contracts shall not violate the terms of this Agreement.

The recommendation of a full-time Employee to teach a credit course in Continuing and Distance Education shall be made by the Head of Department taking into account the Employee's other commitments.

The Board agrees that where recommended by the Head/Director and Dean, it will give consideration to full-time Employees when employing persons to teach courses in Continuing and Distance Education as defined in this Article.

44.04 Full-time Employees, unless otherwise stipulated in Article 17.31, shall not be required to teach courses in Continuing and Distance Education. 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 Continuing Education 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 will be paid as appropriate.

44.05 Courses offered in Continuing and Distance Education except those offered under Article 44.03 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 the Division of Continuing and Distance Education shall comply with the provisions of Article 5.31A, except as modified as follows: 5.31A (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. The Division of Continuing and Distance Education shall manage the course evaluation process (Article

5.31(n)), reporting the evaluations to the Head of the appropriate Department who shall forward them to the Employee as per Article 15.55. The current course evaluation form used by the Division of Continuing and Distance Education is attached as Appendix 44-I.

44.07 Full-time Employees shall be permitted to continue ongoing commitments to Continuing and Distance Education (DCDE) 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 will inform the Director of DCDE, and the Director will consult with the Head to make alternative arrangements. Course materials developed for the purpose of teaching courses offered through DCDE will be made available to the interim Employee.

Division of Continuing and Distance Education - Acadia University
Course Evaluation Form

The purpose of this evaluation form is to provide information helpful to the development and delivery of courses through continuing education. Please consider the evaluation carefully, and make constructive comments.

Instructions: Use dark pencil or pen to color the circles. To change a response, erase cleanly or white out the incorrect answer. If more than one bubble is shaded, the item will not be scanned properly.

Thank you for your cooperation.

Course#/Name: _____

Dates Course Taken: _____

Instructor: _____

General

Overall, how would you rate this course? 1 2 3 4 5
Very poor Poor Average Good Very Good

Overall, how would you rate this instructor? 1 2 3 4 5
Very poor Poor Average Good Very Good

Course Materials

	Strongly Disagree ← → Strongly Agree					
The objectives of this course were clear and appropriately defined.	1	2	3	4	5	N/A
The course outline was consistent and easy to follow.	1	2	3	4	5	N/A
The assigned work was appropriate given the objectives of the course.	1	2	3	4	5	N/A
The evaluation system was appropriate for the course.	1	2	3	4	5	N/A
The textbook /readings were a valuable contribution to the course.	1	2	3	4	5	N/A
The course material was well prepared and organized.	1	2	3	4	5	N/A
The course materials were relevant and current.	1	2	3	4	5	N/A
The test/exams reflected material covered in the course.	1	2	3	4	5	N/A

The lab was well organized. 1 2 3 4 5 N/A

Instructor Materials

The instructor was accessible to students. 1 2 3 4 5 N/A

The instructor returned assignments in an appropriate amount of time. 1 2 3 4 5 N/A

The instructor provided helpful feedback. 1 2 3 4 5 N/A

The instructor treated students with respect. 1 2 3 4 5 N/A

The instructor appeared to have a thorough knowledge of the subject. 1 2 3 4 5 N/A

Service Materials

The Continuing and Distance Education office was easy to contact. 1 2 3 4 5 N/A

The staff at the Division of Continuing and Distance Education office were courteous and friendly. 1 2 3 4 5 N/A

My registration was handled promptly and efficiently. Comments: 1 2 3 4 5 N/A

Overall, I was very satisfied with service provided by the Division of Continuing and Distance Education. Comments: 1 2 3 4 5 N/A

Correspondence /Internet/Video /CD Rom Materials

My course materials were received in a reasonable period of time. 1 2 3 4 5 N/A

My course materials were received in good condition. 1 2 3 4 5 N/A

My textbooks were received in a reasonable period of time. 1 2 3 4 5 N/A

The program policies and procedures in the Student Handbook were clear. 1 2 3 4 5 N/A

The length of time given to complete that course was appropriate. 1 2 3 4 5 N/A

I found the cost of an Acadia distance course comparable to a distance course at other Universities. 1 2 3 4 5 N/A

General Materials

I found this course more challenging than most other courses. 1 2 3 4 5 N/A

I would recommend this course to a friend. 1 2 3 4 5 N/A

I would recommend Acadia University to a friend. 1 2 3 4 5 N/A

Demographics

Age range:

- Under 18
- 18-25
- 25-35
- 35-34
- 45 & over

Geographic Location:

- Annapolis Valley
- Halifax Regional Municipality
- Cape Breton
- Central Nova Scotia (Truro, Amherst)
- Eastern Nova Scotia (Antigonish, Strait)
- Western Nova Scotia (Digby, Bridgewater)
- NB, PEI, NF
- Ontario and Quebec
- Western Provinces
- United States
- International

Where did you first learn about The Division of Continuing and Distance Education at Acadia University?

Have you visited our Website?

Newspaper advertisements?

- Chronicle Herald
- Daily News
- _____
- _____

Magazine advertisements?

- The Teacher?
- _____
- _____
- _____

Where did you first learn about this course?

- Acadia University Continuing and Distance Education Calendar?
- Word of Mouth?
- Website?
- Joint Publication?

How did you register?

- Online/Website
- Fax
- Toll-free line
- Visit to office
- Mail

Are you a:

- Full-time student?
- Part-time student?
- Independent student?
- Transfer student?

I am taking this course:

- To meet degree requirements at Acadia University
- For transfer credit to another university
- For professional development
- For personal interest only

Please indicate the mode of course you prefer

- Classroom
- Internet
- Correspondence
- Video
- CD Rom

Which one of the following factors most influenced your decision to register in this Acadia course?

- The cost was reasonable
- Acadia Advantage Program
- The location was convenient
- Acadia University's reputation

Other comments you would like to make:

Article 45.00 Professional Librarians

45.01 Professional Librarians will have all the rights of the current collective agreement excepting Article 10.00, Article 15.00, Article 16.00, Articles 17.20 – 17.35, Articles 20.02 – 20.08, Articles 21.03 - 21.04, Article 21.08, Article 37.00, Article 40.00, Article 42.00, 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 as in Article 3.00 shall be applied in making new appointments.

50.02 The President will determine the type of appointment when filling librarian positions in the University library. The President shall authorize recruitment for positions to replace those opened through normal attrition. The number of full-time Librarian positions as of July 1, 2003 is eight (8).

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

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

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 will normally be for three years, but may be reduced, based on relevant professional experience, or advanced qualifications, as recognized by the University. Probationary periods will be no less than one 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 maternity leave, sick leave for at least 25 consecutive weeks, or family leave for a period of at least 25 consecutive weeks according to the appropriate procedures in Article 24 during his/her probationary appointments shall be granted a twelve month extension. 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 means an appointment for a specific period, which may be for varying lengths of time up to and including thirty-six (36) months. A CLT appointment may be extended to a total of sixty (60) months as per Article 50.52(f).

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 contractually limited term 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 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 2, without the written consent of the Association.

- 50.09 Any of the CLT positions which do not replace librarians on leave under Article 24.00 or 26.30 and have been filled by appointees under 50.08 for five consecutive years shall be continued only as probationary positions, in which case the appointment procedures outlined in 50.50 shall be followed.
- 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 month basis shall be one-half of the responsibilities and standard workload of full-time Librarians as indicated in Articles 5.30 and 17.40.
- Duties may be spread over the twelve-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 weeks, it is assumed that other members of the Research Services Sector will, whenever possible, assist in the supervision and delivery of services concerned.
- (b) If the anticipated absence is for a period of more than two weeks, steps will 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 subject to Article 24.73.

Where conflict of interest such as family ties exists, the Librarian having such a conflict will withdraw completely from the appointment procedure.

50.51 Authority to Recruit

Recruitment of Librarians requires the authorization of the President.

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 forums, academic and professional journals, including Canadian publications, as soon as possible after the vacancy is known to exist.

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

- (b) All advertisements shall include the statement that Acadia University is an Equal Opportunity Employer.
- (c) Applications shall be directed to the Chair of the Library Selection Committee.
- (d) All probationary positions shall be advertised.
- (e) All other positions shall be advertised as deemed appropriate by the Research Services Head in consultation with the University Librarian.
- (f) However, where the Research Services Sector wishes to retain for further contractually limited appointment the services of a Librarian whose contractually limited appointment is about to expire, no advertisement is necessary if two-thirds of the Librarians are in favour of retaining the Librarian, provided that an authorized vacancy still exists and provided that Article 50.08 is not violated.

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)
- (b) With reference to the criteria in Article 50.60 and in consultation with the Librarians, the Selection Committee shall establish a short list of candidates which shall be made available to the Librarians and copies thereof provided to the Vice-President (Academic) and the President.

- (c) The Chair shall arrange for interviews of no more than three candidates in the first instance; 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). 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, will be authorized only with the approval of the Vice-President (Academic) upon recommendation of the Library Selection Committee.

- (d) Short-listed candidates shall receive a copy of the collective agreement from the Vice-President (Academic) during their visit.
- (e)
 - (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 will include any special conditions of appointment. 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 spirit of affirmative action, when two or more candidates are otherwise equal, preference shall be given to members of under-represented groups.
 - (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.
 - (iv) The recommendation of the Library Selection Committee shall be sent to the Vice-President (Academic) in confidence with a copy to the President of the Association.

50.54

The Vice-President (Academic) will comment on the recommendation of the Selection Committee and will 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.

50.56 A Presidential 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.

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 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 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.

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, 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 July 1 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.

50.72 One copy of the letter of appointment shall be sent to the Research Services Head, the University Librarian, the Vice-President (Academic), the Chief Finance Officer, the Director of Human Resources, the President of the Acadia University Faculty Association, and the Chair of the University Appointments Committee, as described in article 10.53(e).

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 The Research Services Head shall ask Librarians by 15 June if they wish to apply for continuing appointment or promotion.

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 and, in accordance with Article 51.10, establish a Library Review Committee.

51.03 A Librarian wishing to be considered for continuing appointment or promotion shall, by 1 September, provide the Library Review Committee 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 the career development meetings specified in Article 56;
- (e) Any other material which the candidate deems to be pertinent to the application.

51.10 Library Review Committee

- (a) It shall be the responsibility of the Library Review Committee to receive and review all applications for continuing appointment or promotion and to make recommendations to the URC.
- (b) Those eligible to elect the Library Review Committee 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.
- (c) The Library Review Committee shall have a membership of seven and be composed of:
 - (i) The University Librarian who shall be chair
 - (ii) The Research Services Head

- (iii) Three additional Librarians elected from among the eligible Librarians, subject to the terms in (d) below, one of whom shall be secretary to the committee.
 - (iv) If there are insufficient eligible Librarians, then a sufficient additional number shall be selected from among the eligible members of a cognate Department.
 - (v) One tenured professor from a cognate department.
 - (vi) A cognate Department shall be chosen by the Librarians in consultation with the University Librarian. The Faculty Council Nominating Committee shall then be responsible for appointing members of the cognate Department to the Library Review Committee.
 - (vii) One student selected by the SRC.
- (d) Eligible Librarians are those who have been full-time or half-time Librarians for a minimum of three consecutive years, or who have continuing appointments, and are not applying for continuing appointment or promotion during the year of committee membership and do not otherwise have a conflict of interest.
- (e) If the Head is applying for continuing appointment or promotion, then, during the year of application, the Head's duties on the committee shall be performed by an alternate eligible Librarian, elected by the eligible Librarians defined in (d) above. The replacement shall be for the entire academic year in which the Head is applying.

51.20 Library Review Committee Procedures

51.21 The Library Review Committee shall review all applications for continuing appointment and promotion and make recommendations to the URC according to the following schedule:

- (a) Continuing Appointment: no later than 15 November of the academic year during which the application for continuing appointment is made.
- (b) Promotion: no later than 1 December of the academic year during which the application for promotion is made.

51.22 The Library Review Committee must adhere to the following:

- (a) It must use no anonymous material, as defined in Article 1.05.
- (b) It must ask candidates to resubmit applications that are incomplete. Candidates will have five (5) working days to resubmit

their completed application or the LRC may refuse to accept the application.

- (c) It must base its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement.
- (d) It must invite all Librarians other than members of the Library Review Committee to submit their views individually in writing, on the suitability of the candidate's application. The written submissions become part of the candidate's dossier.
- (e) At least seven days before it meets to review the application, the committee must make available to the candidate any materials in the candidate's dossier that were not submitted by the candidate.
- (f) The Library Review Committee shall invite the candidate 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.
- (g) The Library Review Committee shall select a secretary who shall record minutes of each meeting, and keep a file of all documents consulted.

51.25 The Library Review Committee shall decide by simple majority whether or not to recommend the application. In cases of a continuing appointment the Library Review Committee may recommend deferral on the basis of clearly stated conditions based on the criteria in the relevant articles of this agreement.

51.26 The secretary of the Library Review Committee shall write a letter to the Chair of the URC, with the copy to the candidate, recording the recommendation of the committee and summarising the views expressed by members of the Library Review Committee both for and against the recommendation.

51.27 The Library Review Committee shall forward minutes of its meetings and the candidate's dossier to the URC.

51.30 University Review Committee

51.31 Applications by Librarians for continuing appointment or promotion shall be reviewed by the University Review Committee (URC) as specified in Article 12.30 to 12.44, except that the criteria referred to in 12.43(b) shall be the criteria in Article 51.80, and references to the Chairperson of the DRC shall mean the Chair of the Library Review Committee.

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, except that references to the Departmental Review Committee shall mean the Library Review Committee and references to Professor shall mean Librarian IV.
- 51.70 Procedures relating to decisions on Continuing Appointment and Promotion
- 51.71 The President shall transmit a recommendation in favour of the candidate to the Board. A recommendation that is not in favour of the candidate shall constitute the decision of the Board.
- 51.72 If the Board decides not to adopt the recommendation of the URC or the UAC, 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 URC or the UAC as appropriate, the Library Review Committee, 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 continuing appointment or promotion according to the following schedule:
- (a) Continuing Appointment
 - No later than 31 March of the academic year in which the application for continuing appointment is made.
 - (b) Promotion
 - 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 summarising 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 summarising the activities of the UAC as specified in article 12.77.

51.80 Criteria for Continuing Appointment and Promotion

51.81 Consideration for Promotion

The normal time of service as Librarian I is three years, as Librarian II, four years, and as Librarian III, six years. Early promotion shall only be granted when the dossier demonstrates a record above the norm, given the time of service, in order to meet the normal expectation for promotion.

51.82 If service at other institutions is to be considered, such must be stipulated in the letter of appointment.

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 will 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 decision of the URC. 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 from an institution accredited by the American Library Association. Equivalent qualifications and/or experience may be substituted. Once a candidate has been recognised as having appropriate academic qualifications either by letter of appointment or by a ruling of the URC during consideration for continuing appointment or promotion, the criterion of academic qualification will 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 Article 5 and in relation to the annual Career

Development Meetings and by other materials provided under Article 51.03.

51.84 The parties recognise 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.

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 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 consistent accomplishment:

- (a) evidence of a consistently positive record of performance as a Librarian;

- (b) evidence of consistent accomplishment in the profession to be demonstrated by scholarly or professional activity;
- (c) evidence of ongoing 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 consistently high record of performance as a Librarian;
- (b) evidence of significant contributions to the profession or a relevant academic discipline related to their work;
- (c) evidence of service to the University and academic community, such as 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 – 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 Article 5.30 through 5.40.

(a) Performance as a Librarian

- Development of information literacy programs (outlines for class presentations, research guides, home pages, etc.)
- Class presentations
- Library orientations
- Student consultation
- Delivery of information services
- Development of the library collection
- Selection of library materials
- Development or revision of library policies and procedures
- Administration of library services
- Leadership of library program and project teams
- Participation in professional development activities
- Promotion of library services and collaborative programs with faculty
- Contribution to the delivery of library programs

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.

- Books
- Reports
- Papers in refereed and non-refereed journals
- Obtained research grants and funding
- Contract research
- Awards in recognition of scholarly or professional achievement
- Papers delivered at professional meetings, conferences and seminars
- Papers/research in progress

Consulting and other activities which require professional or scholarly competence, editorial and refereeing duties
Service on external grant committees
Commissioned reports for external circulation
Participation in external panels, seminars, etc.
Active participation in and leadership given to professional conferences, workshops, symposia, etc.

Public speaking engagements related to one's professional expertise

(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 organisations and programmes 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, programmes and services, where such participation is based on the candidate's academic or professional expertise.

Article 51 – Appendix II

Resume Format

1. Name: 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.
2. Performance as a librarian:

Candidates will 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.
3. Scholarly Activity:

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

Service is classified into service to the University and academic communities (Article 5.33), and community service (Article 5.40); examples of the type of service which will be considered are found in Appendix I.

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 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.

- (e) Advise librarians in the Sector of their professional responsibilities, as outlined in Article 5.31B and bring to the attention of colleagues concerned any reported neglect of such responsibilities.
- (f) When a librarian has been advised of a deficiency or an area of neglect without resulting in 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 potential solutions. 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 will normally make a decision within 15 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, agreeable to the University Librarian, for the discharge of her/his duties as a Head during annual vacations and other occasional absences.
- (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. The discussion will be based on the responsibilities stated in Article 5.00 and the criteria stated in Article 51.80. By June 15 of each academic year, the reports of the Career Development Meetings will 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. Librarians shall deposit one (1) copy of all published research (this includes articles, books, recordings, and films but not original artwork) in the Library.

55.62 The Head will solicit from each librarian before she/he meets her/him an updated version of her/his curriculum vitae in a form that is the Article 51, Appendix II and a completed Librarian Annual Career Development Meeting Record Sheet (Article 55, Appendix I).

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, will 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 three areas of performance in a written letter to the Librarian. If the Head assesses performance to be unsatisfactory in any of the three areas, the Head shall provide reasons for the assessment and outline the agreed upon plan for remediation in accordance with Article 55.50(e). If the librarian disagrees with the Head's evaluation of any area, the Librarian may append written comments to the report.

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 will 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 will 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 will take place between her/him and the University Librarian within the dates and in the same manner described in Article 55.60.

Article 55, Appendix I

LIBRARIAN ANNUAL CAREER DEVELOPMENT MEETING REPORT

Librarian		Signature	
Head/ Director		Signature	
Date of Meeting		Department/ School	

<u>Provision of Library Services and Programs</u>
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.

<u>Scholarly Activity</u>

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/government/profession related to your discipline:
--

Comments:

Comments on any other service activity.

Comment on service activities for the coming year.

Article 56.00 Appointment and Review of Research Services Head

56.00 Eligible Members

For purposes of this section, "eligible members" shall be deemed to mean all those within the Research Services Sector, subject to Article 24.73, 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.

56.01 Term as Head

The Headship term shall be up to three years.

Time spent on Sabbatical Leave shall not be included in the three years mentioned above nor shall such leave be construed as interfering with continuity as Head.

56.02 Possibility of Acting Head

An Acting Head may be appointed in certain circumstances detailed below.

Where required by certain sections of this Article, the University Librarian shall call and chair a meeting of the eligible members of the Sector. If a majority of the Sector is in favour of an Acting Head, and the University Librarian concurs, then the procedures of 56.14 shall apply. Otherwise a search (56.03) will be instituted.

56.03 Search Procedures

Internal, or internal/external

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

56.04 University Librarian seeks nominations

Where a search is to be internal only, the University Librarian shall, by November 30 of the last year of the Research Services Head's term, call for applications and nominations from the eligible members in the Sector.

56.05 Only one candidate or no candidates

(a) When there is only one candidate, and the University Librarian has ascertained that the individual is willing to serve, then each eligible member of the Sector shall indicate in writing to the

University Librarian whether or not the candidate is acceptable to her/him. If the majority are affirmative, the University librarian shall so 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 are not in favour, the University Librarian shall set up the Search Committee described in Article 56.07.

- (b) When there are no candidates, the University Librarian will temporarily assume the responsibilities of the Research Services Head.

56.06 Advertising

Where the search is to be both internal and external, advertisements shall take place as specified in Article 50.52 (a).

56.07 Search Committee

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

- (a) The University Librarian, who shall be the Chair;
- (b) three Librarians elected by and from the eligible members of the Sector;
- (c) a Dean, chosen by the Vice-President (Academic);
- (d) one professor elected by Faculty;
- (e) a librarian distinguished in the profession, from another institution, chosen by the six persons mentioned above. This requirement may be waived if the Department, by a majority vote, so requests, and the University Librarian and Vice President (Academic) concur;
- (f) a Library Sector Manager;
- (g) one senior or graduate student to be elected by or under the auspices of the Students' Representative Council.

56.13 Short List

- (a) All eligible members of the Sector 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, and in accordance with the criteria in Article 50.60, the Search Committee will 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 Sector, and make a public presentation. This presentation 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 Sector before making a recommendation for the position.
- (d) The Search Committee shall have the right to recommend an acting Headship, subject to Article 56.15, unless by agreement by both Parties, and the provisions of 56.14 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.

56.14

Acting Head

Selection Process

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

- (a) Call for applications and nominations by and from the eligible members of the Sector who are not on leave.
- (b) Following the close of applications and nominations, call and chair a meeting of eligible members, to elect an Acting Head by a majority vote.
- (c) If the vote results in a tie, the University Librarian shall give the eligible members the opportunity to take a second ballot within one week. If the result of the second ballot is still a tie, the University Librarian shall cast the deciding vote.
- (d) The University Librarian shall forward the librarians' recommendation to the Vice-President (Academic) for transmission to the Board.
- (e) If there are no applications, then the University Librarian assumes the responsibilities associated with the Headship until another search process can be completed, according to the terms of this Article.

56.15 Duties, etc.

An Acting Head has the duties, responsibilities and remuneration of the Research Services 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 her or his appointment as Acting Head, the service as Acting Head shall not count in the term of service as Head.

56.16 Head leaves Office

- (a) When a Head leaves office during the final year of her/his term but prior to June 30, or goes on leave for a period not exceeding one year, an Acting Head will be appointed under the provisions of 56.14.
- (b) When a Head leaves office in the first or second year of a three year term, or when a Head goes on leave for a period exceeding one year, Article 56.04 will apply.

Acting Head leaves Office

- (c) When an Acting Head leaves office prior to the end of her/his term, an Acting Head may be appointed under the provisions of 56.14.

56.18 In-term Review

- (a) At any time during the service of a Research Services Head or an Acting Head, eligible members may request a review or vote non confidence by a simple majority. The vote shall be reported to the University Librarian, who shall then attempt to mediate between the Sector and the Head (or Acting Head). If such mediation fails, the University Librarian shall within two weeks of being notified of the non-confidence vote establish an in term Review Committee as in (c) below.
- (b) At any time during 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 University Librarian shall set up a Review Committee.
- (c) The Review Committee shall have the composition of the Search Committee defined in 47.07 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 Research Services Head shall be based primarily upon her/his ability to perform the administrative duties of the position.

56.19 If a recommendation for the appointment of a Head or Acting Head is rejected by the Board, the rejection shall be on the basis of the criteria for appointment specified in Article 50.60 or on the administrative performance of the candidate.

APPENDIX B

11th Collective Agreement

Grievance Form

Employee's Name

Phone:

Department/School

Employee Address

Street/P.O. Box

City

Province

Postal Code

1. Nature of the Dispute:

2. Section(s) of 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

Date

7. _____

Signature of AUFA Representative

Date

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 should be larger in the initial stages, and should gradually level off after the mean has been reached.
4. A normal career pattern would lead to promotion to the next highest scale before the leveling-off stage of the individual's current scale is reached.
5. 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.
6. The parties recognize that market differentials among academic disciplines may be a factor in determining initial grid placement.

Acadia University
Appendix C
Salary Grid - Effective July 1, 2003

Step	Lecturer	Assistant	Associate	Full
1	37,357	47,756	58,970	73,124
2	38,653	49,506	60,907	75,389
3	39,949	51,256	62,846	77,654
4	41,246	53,010	64,783	79,918
5	42,542	54,760	66,720	82,184
6	43,838	56,511	68,660	84,449
7	44,990	58,082	70,596	86,581
8	45,995	59,579	72,534	88,715
9	47,002	61,076	74,386	90,846
10	47,813	62,273	76,173	92,976
11	48,530	63,468	77,812	94,977
12	49,250	64,517	79,304	96,976
13	49,970	65,567	80,496	98,976
14	50,689	66,465	81,466	100,841
15	51,409	67,364	82,285	102,709
16				104,242
17				105,379
18				105,984
19				106,588
20				107,193
21				107,799
22				108,403
23				109,009

Acadia University
Appendix C
Salary Grid - Effective July 1, 2004

Step	Lecturer	Assistant	Associate	Full
1	38,851	49,666	61,329	76,049
2	40,199	51,487	63,344	78,405
3	41,547	53,306	65,359	80,760
4	42,896	55,131	67,374	83,114
5	44,243	56,950	69,389	85,471
6	45,591	58,771	71,406	87,827
7	46,790	60,405	73,420	90,044
8	47,835	61,962	75,435	92,263
9	48,882	63,519	77,362	94,480
10	49,725	64,764	79,220	96,696
11	50,471	66,007	80,925	98,776
12	51,220	67,098	82,477	100,855
13	51,968	68,190	83,716	102,935
14	52,716	69,124	84,725	104,875
15	53,465	70,058	85,577	106,817
16				108,412
17				109,594
18				110,223
19				110,851
20				111,481
21				112,111
22				112,739
23				113,369

Acadia University
Appendix C
Salary Grid - Effective July 1, 2005

Step	Lecturer	Assistant	Associate	Full
1	40,017	51,156	63,169	78,331
2	41,405	53,031	65,244	80,757
3	42,794	54,905	67,320	83,183
4	44,183	56,785	69,395	85,608
5	45,571	58,658	71,471	88,035
6	46,959	60,535	73,548	90,462
7	48,194	62,217	75,622	92,745
8	49,270	63,821	77,698	95,031
9	50,349	65,425	79,682	97,314
10	51,217	66,707	81,597	99,596
11	51,985	67,987	83,353	101,739
12	52,757	69,111	84,951	103,881
13	53,527	70,236	86,227	106,023
14	54,298	71,197	87,267	108,021
15	55,069	72,160	88,144	110,022
16				111,664
17				112,882
18				113,530
19				114,177
20				114,826
21				115,475
22				116,121
23				116,770

Acadia University
Appendix C
Salary Grid - Effective July 1, 2006

Step	Lecturer	Assistant	Associate	Full
1	43,184	54,331	67,985	81,950
2	44,533	56,153	70,001	84,307
3	45,882	57,973	72,018	86,664
4	47,232	59,799	74,034	89,020
5	48,580	61,620	76,050	91,378
6	49,929	63,442	78,068	93,737
7	51,128	65,077	80,083	95,955
8	52,174	66,635	82,101	98,175
9	53,222	68,194	84,028	100,393
10	54,066	69,439	85,888	102,611
11	54,812	70,683	87,594	104,692
12	55,562	71,774	89,147	106,773
13	56,310	72,867	90,387	108,854
14	57,059	73,802	91,396	110,795
15	57,808	74,737	92,249	112,739
16				114,334
17				115,518
18				116,147
19				116,776
20				117,406
21				118,037
22				118,665
23				119,295

ACADIA UNIVERSITY
APPENDIX D
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, persons 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 the Division of Continuing and Distance Education, 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 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. Is there a request for deferral? 24.13b
5. 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 contribution (Article 24.13d).
2. Is there a request for deferral?
3. Signature of Dean/University Librarian

Acadia University
Appendix F
Librarians
Salary Grid - Effective: July 1, 2003

Step	Librarian 1	Librarian II	Librarian III	Librarian IV
1	36,464	41,941	48,985	57,430
2	37,607	43,085	50,128	58,977
3	38,751	44,229	51,273	60,525
4	39,895	45,372	52,416	62,074
5	41,038	46,516	53,560	63,622
6	42,151	47,760	54,905	65,170
7	43,302	49,004	55,848	66,719
8			56,992	68,267
9			58,136	69,815
10			59,285	71,363
11			60,436	72,153
12			61,587	72,943
13				73,733
14				74,522
15				75,312
16				75,613
17				75,889
18				77,029
19				78,162
20				79,290

Acadia University
Appendix F
Librarians
Salary Grid - Effective: July 1, 2004

Step	Librarian 1	Librarian II	Librarian III	Librarian IV
1	38,485	44,641	53,287	61,440
2	39,662	45,820	54,464	63,041
3	40,841	46,998	55,644	64,644
4	42,019	48,175	56,821	66,246
5	43,196	49,353	57,999	67,849
6	44,343	50,635	59,385	69,451
7	45,528	51,916	60,356	71,054
8			61,534	72,656
9			62,713	74,259
10			63,896	75,861
11			65,082	76,678
12			66,267	77,496
13				78,313
14				79,130
15				79,948
16				80,260
17				80,545
18				81,725
19				82,898
20				84,065

Acadia University
Appendix F
Librarians
Salary Grid - Effective: July 1, 2005

Step	Librarian 1	Librarian II	Librarian III	Librarian IV
1	41,184	47,525	57,718	65,437
2	42,397	48,739	58,931	67,090
3	43,611	49,953	60,146	68,745
4	44,824	51,165	61,358	70,399
5	46,037	52,379	62,572	72,054
6	47,218	53,699	63,999	73,708
7	48,439	55,019	64,999	75,363
8			66,213	77,018
9			67,426	78,672
10			68,645	80,327
11			69,867	81,170
12			71,088	82,015
13				82,858
14				83,702
15				84,546
16				84,868
17				85,163
18				86,381
19				87,592
20				88,797

Acadia University
Appendix F
Librarians
Salary Grid - Effective: July 1, 2006

Step	Librarian 1	Librarian II	Librarian III	Librarian IV
1	43,038	49,664	60,315	68,381
2	44,305	50,932	61,583	70,109
3	45,573	52,201	62,852	71,838
4	46,842	53,468	64,119	73,567
5	48,109	54,736	65,388	75,297
6	49,343	56,115	66,879	77,025
7	50,619	57,495	67,924	78,754
8			69,192	80,484
9			70,461	82,212
10			71,734	83,941
11			73,011	84,823
12			74,287	85,706
13				86,587
14				87,469
15				88,351
16				88,687
17				88,995
18				90,268
19				91,534
20				92,793

Acadia University
Appendix G
Salary Grid - Effective July 1, 2003

Step	Instructor I	Instructor II
1	35,224	39,628
2	36,059	40,579
3	36,918	41,555
4	37,799	42,553
5	38,701	43,580
6	40,261	45,354
7	41,229	46,454
8	42,222	47,583
9	43,238	48,739
10	44,283	49,926
11	45,354	51,146
12		52,393
13		53,672
14		54,981

Acadia University
Appendix G
Salary Grid - Effective July 1, 2004

Step	Instructor I	Instructor II
1	36,633	41,213
2	37,501	42,203
3	38,395	43,217
4	39,311	44,255
5	40,249	45,323
6	41,872	47,168
7	42,878	48,312
8	43,910	49,486
9	44,967	50,688
10	46,054	51,924
11	47,168	53,191
12		54,489
13		55,819
14		57,181

Acadia University
Appendix G
Salary Grid - Effective July 1, 2005

Step	Instructor I	Instructor II
1	37,732	42,450
2	38,627	43,469
3	39,547	44,514
4	40,490	45,583
5	41,456	46,683
6	43,128	48,583
7	44,165	49,762
8	45,228	50,971
9	46,316	52,209
10	47,436	53,481
11	48,583	54,787
12		56,124
13		57,493
14		58,896

Acadia University
Appendix G
Salary Grid - Effective July 1, 2006

Step	Instructor I	Instructor II
1	41,433	46,016
2	42,302	47,006
3	43,196	48,021
4	44,113	49,060
5	45,051	50,129
6	46,675	51,975
7	47,682	53,120
8	48,715	54,295
9	49,773	55,498
10	50,860	56,734
11	51,975	58,002
12		59,357
13		60,745
14		62,165

Appendix H: Full-time Employee Per Course Stipend Table

	2003-07-01	2004-07-01	2005-07-01	2006-07-01
Basic Stipend*	\$7,300	\$7,600	\$7,900	\$8,400
Correspondence Course (**)	\$355	\$369	\$384	\$401

1. * The stipend above is for six (6) credit hour course; the stipend shall be prorated by credit hour, e.g., a 3 credit hour course shall be determined as one half 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 .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 credit hour course with a 3 hour laboratory throughout the course would have a stipend of .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

	2003-07-01	2004-07-01	2005-07-01	2006-07-01
Basic Stipend*	\$7,300	\$7,600	\$7,900	\$8,400
Precedence 1 (24 credit hrs)	\$7,500	\$7,800	\$8,100	\$8,600
Precedence 2 (60 credit hrs)	\$7,700	\$8,000	\$8,300	\$8,800
Correspondence Course (**)	\$355	\$369	\$384	\$401

1. * The stipend above is for a six (6) credit hour course; the stipend shall be prorated by credit hour, e.g., a 3 credit hour course shall be determined as one half the per course amounts in the table.

Effective July 1, 2003, there are three 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 .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 credit hour course with a 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 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 0.5 times 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.

LETTER OF UNDERSTANDING #1

Article 33 Intellectual Property

1. The Parties agree to appoint an Intellectual Property Committee (the "Committee") composed of two persons appointed by each Party.
2. The mandate of the Committee shall be to make every reasonable effort to agree on a new Intellectual Property Article to replace Article 33 of the Collective Agreement.
3. The Committee shall complete its work and report to the Parties on or before December 1, 2004.
4. No changes recommended by the Committee shall be binding on either Party until ratified by both the Association and the Board.
5. This letter is part of the Collective Agreement.

Dr. Cyrus MacLatchy
V.P. Academic

Dr. Jim Sacouman
Acadia University Faculty Association

LETTER OF UNDERSTANDING #2

Part-time Precedence

The Parties agree that part-time Employees currently on the precedence list will not lose their current precedence as a result of the requirement in Article 11.10(h)(i).

The Parties agree that the provisions from Article 14.11 in the 1st Part-time Collective Agreement will be applied in determining the precedence for Contractually Limited Term Employees who apply under this Article 11.10(h)(i)(i).

Dr. Cyrus MacLatchy
Vice President Academic
Acadia University

Dr. Jim Sacouman
Acadia University Faculty Association

LETTER OF UNDERSTANDING #3

Commitment to Recruitment and Retention of Faculty

Acadia University is a proud and strong institution with a long history and a wonderful future. The key to that future is a faculty composed of the strongest and best scholars which we can attract and retain.

From my vantage point of being a new President, I believe that we must commit more of our financial resources to faculty. I am committed to making the necessary changes in our budgeting to achieve that goal. As soon as possible Acadia and its faculty should arrive at the point where our compensation structure is seen by all as being regionally and nationally competitive.

This pledge will take time to implement. Our new Collective Agreement is an important beginning. Now we must work together to explore the options and make the changes to achieve this vital goal.

Sincerely,

Gail Dinter-Gottlieb
President and Vice Chancellor
Acadia University

LETTER OF UNDERSTANDING #4

Retired Acadia Faculty

In recognition of the substantial contribution made to the University by faculty members over their active careers, all full-time Employees who retire from Acadia University during the life of this Collective Agreement shall receive a letter from the University President advising them of the following entitlements:

- a) continued use of their University e-mail account;
- b) continued library privileges.

The above entitlements shall be in effect until June 30, 2007.

Dr. Cyrus MacLatchy
Vice President Academic
Acadia University

LETTER OF UNDERSTANDING #5

Joint Committee on Day Care

The Parties agree to establish a joint committee to examine the issues surrounding the establishment of a day care for students, employees and other members of the University community. The committee shall consist of two representatives from the parties.

Sincerely,

Dr. Cyrus MacLatchy
Vice President Academic
Acadia University

Dr. Jim Sacouman
Acadia University Faculty Association

* Memorandum of Agreement

"NOTE: If there is any discrepancy between the contents of this document and the text of the collective agreement proposals, the text applies"