

COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNORS OF ACADIA UNIVERSITY

AND

THE ACADIA UNIVERSITY FACULTY ASSOCIATION

ACADIANA
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YEAR 1977
YEAR 1978
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T A B L E O F C O N T E N T S

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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 and,
- (b) 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 University's goals, and
- (c) to accept joint responsibility for pursuing the above objectives with care and diligence.

Article 1.00 Definitions

In this Agreement,

- 1.01 Academic Vice-President means the Vice-President Academic of Acadia.
- 1.02 Academic Year means the period from June 1 to the following May 31 both dates inclusive.
- 1.03 Acadia means that entity which includes, but is not limited to the Board, Faculty members, Senate, Students, Alumni and all those employed by Acadia.
- 1.04 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 Number 2285.
- 1.05 Board means the Governors of Acadia University, a body corporate, created by the Laws of Nova Scotia.
- 1.06 Constitution of Faculty means the constitution of the Faculty of Acadia.
- 1.07 Dean means the dean or director of a faculty or school.
- 1.08 Department means one of the academic units 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.
- 1.09 Elections Officer means the elections officer specified in the Constitution of the Faculty.
- 1.10 Employee means a person included in the bargaining unit defined by Nova Scotia Labour Relations Board Order Number 2285.
- 1.11 Faculty Member means a member of the faculty of Acadia as specified in the Constitution of Faculty.

- 1.12 Head means the head of a Department in the Faculty of Arts or Faculty of Science and includes where the context so requires a Dean or Director of a School.
- 1.13 Parties means the Board and the Association.
- 1.14 Part Time Faculty Member means a faculty member appointed by the Board on other than a full time basis.
- 1.15 President means the President of Acadia.
- 1.16 Senate means the Senate of Acadia as specified by the Laws of Nova Scotia.
- 1.17 University means Acadia.

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) the exclusive function of the Board to hire and promote employees and
 - (b) the right of the Board to suspend or discharge employees for 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 or otherwise excepting only those matters specifically relinquished or varied by this agreement.

Article 3.00 No Discrimination

3.00 The Parties agree that there shall be no discrimination, interference, restriction, pressure or coercion exercised or practiced by either of them toward any employee or toward any person in the employ of the Board who is not a member of the bargaining unit in respect of salary, fringe benefits, pension, appointment, re-appointment, rank, promotion, tenure, dismissal, sabbatical or other leave, because of age (except for retirement and consideration for sabbatical or other leave), race, creed, colour, national or ethnic origin, political or religious affiliation or belief, sex, lawful sexual activity, marital status, 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 monthly dues as assessed by the Association from the salaries 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 inform the Association monthly of the names and ranks of the employees from whose salaries deductions have been made and the amount so deducted from every employee's salary.

4.32 At the commencement of this agreement the Association shall advise the Board in writing of the amount of its regular monthly membership dues. Thereafter, the Association shall advise the Board in writing of any changes in the amount of the regular monthly 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.

Article 5.00 Academic Freedom and Responsibility

5.10 Academic Freedom

Academic freedom includes the freedom of employees to express opinions on questions related to their discipline inside the classroom, to disseminate opinions and advocate courses of action related to their discipline outside the classroom, 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 this principle.

5.20 Academic Responsibility

The performance of academic duties is a primary obligation on the part of employees, and takes precedence over considerations of personal convenience and social engagement.

Employees shall fully discharge their teaching responsibilities in the classrooms and laboratories and shall complete their duties as examiners within one week of the examination excluding the holidays specified in this Agreement. Without limiting the generality of the foregoing employees

- (a) shall meet each class personally and be present for the full classroom period and
- (b) shall not delegate their lecturing duties to others, for example graduate students or teaching assistants, in whole or in part, except in an emergency and with the assent of the Head of Department and
- (c) shall be available for consultation by students at regular and stated times.

Article 6.00 No Strikes or Lockouts

6.10 There shall be no strikes or lockouts during the term of this Agreement.▶

Article 7.00 Information on Board Decisions

- 7.10 Decisions of the Board on renewal of appointment, promotion, tenure 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 written annual report on the award of renewal of appointments, promotions, tenures and leaves for the academic year about to close shall be provided to all Employees within two weeks of the completion of such awards by the Board.

Article 8.00 Provision of Facilities

- 8.10 The Board shall provide the Association with a serviced office, free of charge, and the use of the internal University postal service.
- 8.20 The Board shall provide suitable meeting rooms, as required, free of charge.
- 8.30 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 procedure laid down by the Board.
- 8.40 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.
- 8.50 Employees of the Association shall be treated as if they were in the employ of the Board so far as access to University facilities, parking, and the like, are concerned. Payment of salaries to persons employed by the Association including deduction of income tax, Canada Pension Plan and Unemployment Insurance Commission payments shall be effected through the Business Office of the Board.

Article 9.00 Personal Files

9.10 Location of Personal File

Data pertaining to the employment of Employees will be placed in a personal file, herein called "the File", within the office of the President. Copies of nonconfidential data may also be kept in the office of the appropriate Dean and Head.

9.20 Content of Personal File

An Employees File 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) the annual reports of the Employees' Head and Dean.
- (c) all recommendations of the University Review Committee or its predecessors concerning renewal, promotion or tenure.
- (d) health records.
- (e) copies of correspondence with the Employee or made with the knowledge of the Employee.
- (f) copies of material reflecting professional development and achievements.
- (g) copies of material reflecting the salary history of the Employee.

9.21 Letters of reference and assessments solicited by Employees or by their Dean, the Vice-President (Academic) or the President, with the knowledge of the Employee, shall upon the request of the author be held confidential.

9.22 The File must not contain any anonymous material. The Board must not keep any copy of anonymous material and any such material present at the commencement of this Agreement must be destroyed.

9.23 The File shall contain an inventory of all the material contained in the File. This inventory shall list all the confidential material in the File by author, substantive summary and date. The Employee has the right of examination of this inventory.

9.30 Access to Personal File

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

9.31 Employees shall have the right to reasonable access to those copies of their personal data kept in the office of their Dean and Head.

9.32 Employees or their duly authorized representative shall examine their 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, for examination of personal data kept in the offices of the Employees Dean and Head.

9.40 Maintenance and use of the Personal File.

Employees shall have the right to have included in their File their written comments on the accuracy or the meaning of any of the contents of the File and to add any relevant third party document to the File.

9.41 Employees, at their own expense and upon written request to the President or their Dean or Head as appropriate may obtain copies of the documents to which they have the right of examination.

9.42 Except when authorized by the Employee concerned, the information contained in the File shall not be made available to third parties.

9.43 Article 9.42 notwithstanding, all relevant personal file documents, including confidential material, shall be made available to the Grievance

Committee and Arbitration Board so that accurate comparisons of individual cases can be made when a grievance requiring such evidence has been instituted.

Article 10.00 Appointments

10.10 Classes of Appointment

The ratio of part-time Employees to full-time Employees shall not be significantly increased without the agreement of the Association.

10.11 There shall be three classes of full-time appointments:-

(a) appointments with tenure.

(b) probationary appointments.

(c) appointments for a contractually limited term.

10.20 Appointment with Tenure

Appointment with tenure means permanency of employment up to the age of retirement, that is, the end of the academic year in which the sixty-fifth birthday falls, subject to the right of the Board to dismiss for just and proper cause in accordance with the relevant provisions and procedures of this agreement.

10.30 Probationary Appointment

A first probationary appointment shall be for a term of three years. During the course of this appointment the faculty member shall be considered for a second probationary appointment, in accordance with the procedures given in Article 12.00 below.

10.31 A second probationary appointment shall be for a term of two years. During the course of this appointment the faculty member shall be considered for an appointment with tenure in accordance with procedures given in Article 12.00 below.

10.40 Appointment for a contractually limited term

An appointment for a contractually limited term shall be either

vacant position exists. The Head of the Department shall be ex officio a member of the Selection Committee which shall consist of at least three persons.

- (b) In consultation with the Department the Selection Committee shall establish a short list of candidates in order of priority. The dossiers of these candidates shall be made available to the members of the Department and copies thereof provided to the Dean, Academic Vice-President and President.
 - (c) The Head shall arrange for interviews of no more than three candidates. Interviews shall be conducted by the Selection Committee. Whenever possible all members of the Department and the Dean, Academic Vice-President and President 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.
 - (d) 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 applicants. The recommendations will include specification of special conditions of appointment, if any are to be made. When qualifications for an opening are substantially equal the Selection Committee shall recommend the appointment of the Canadian candidate. The committee may recommend an appropriate rank and suggest a salary. The remaining candidates shall be listed by the Department in order of priority.
- 10.54 The recommendation of the committee shall be forwarded to the President with copies to the Academic Vice-President and the Dean.
- 10.55 The President shall have the right to request the Department to reconsider, giving reasons for his request. Following this reconsideration, if any, the recommendation of the Selection Committee shall be forwarded to the Board for its

action.

10.56 If the recommendation from the Department is overturned by the Board, it shall be only on proper academic grounds on the basis of the academic criteria set out in Article 12.70 and 12.80.

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

10.60 Mode of Appointment

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

- (a) the effective date of appointment.
- (b) the terminating date of the appointment.
- (c) the class of appointment as specified in Article 10.10 above.
- (d) the rank and salary of the employee as of the effective date of the appointment.
- (e) the Department to which the employee will be attached.
- (f) any special conditions, including initial seniority in rank, if any.

10.61 One copy of the letter of appointment shall be kept by the President and copies shall be sent to the appointee, the President of the Association, the Department, the Academic Vice-President and the Administrative Vice-President.

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

10.70 Schools

In relation to Schools, the above Article shall be construed in the following way:-

- (a) for Head substitute Dean.
- (b) for Dean substitute Academic Vice-President.

Article 11.00 Employment of non-members

- 11.10 The Board recognizes that it is desirable to employ full-time Employees because of their full committment to the best interests of the University.
- 11.20 The Association recognizes that it is necessary for the Board to utilize some part-time faculty members subject to the provisions of Article 10.10.
- 11.30 The Board agrees that it will give first consideration to Employees when employing persons to teach courses in continuing education as defined in Article 15.60.
- 11.40 Nothing herein shall prevent the performance of instructional duties by students under the supervision of an Employee.

Article 12.00 Renewal, Promotion and Tenure

12.10 Each Department, following the procedures specified in Article 12.20, shall review the qualifications and performance of each of its faculty members eligible for renewal of appointment, promotion or tenure.

12.11 The Department shall complete its review and communicate its recommendation according to the following schedule:-

(a) Renewal of Appointment

No later than November 1 of the academic year during which the appointment terminates.

(b) Promotion

No later than January 15 of the academic year in which the application for promotion is made.

(c) Tenure

No later than January 15 of the academic year in which the application for tenure is made.

12.20 Department Procedures

12.21 The following procedures shall be adhered to by a Department when considering a candidate for renewal of appointment, promotion or tenure:-

(a) By September 15 the Head shall ask the candidate whether he/she wishes to be considered for renewal, promotion or tenure.

(b) If the candidate does wish to be considered he/she shall, by October 1, provide the Head with:

(i) an up-to-date curriculum vitae.

(ii) any other relevant written material

which he/she wishes to be considered.

- (c) In the case of renewal or tenure if the candidate states that he/she does not wish to be so considered, his/her employment shall automatically cease at the end of his/her current probationary term.
- (d) All members of the Department with three years or more at Acadia shall meet to consider the candidate. Persons on leave shall be invited to submit their views in writing.
- (e) The foregoing Department members shall consider the material presented and
 - (i) if a majority favours the renewal, promotion or tenure, members shall complete a ballot, in the form of Appendix A annexed to this Agreement, and give reasons for their opinion and
 - (ii) if a majority is not in favour the candidate shall be invited to appear and to present any further evidence he/she deems relevant. The Department may also examine additional evidence. If the candidate is to appear such an appearance shall take place before the ballots are completed.
- (f) The Head shall forward all relevant material including the ballots to the Dean who shall review the material and ballots and transmit same to the University Review Committee with any comments he/she may wish to make thereon.
- (g) In the case of a School, the Dean shall forward all relevant material including ballots to the University Review Committee.
- (h) A copy of the material and ballots indicated in (f) and (g) above shall be sent to the candidate by the University Review Committee, before it considers the case.

- (1) If a Head or Dean of a School is being assessed the Department shall elect a substitute to chair any Department meeting concerned with the assessment and perform such other duties in connection with the case as would ordinarily be undertaken by the Head or Dean.

12.30 University Review Committee

- 12.31 There shall be a University Review Committee which shall review the qualifications and performance of all faculty members being considered for renewal, promotion or tenure.

- 12.32 The Committee shall be composed of:

- (i) the Academic Vice-President who shall be chairman and

- (ii) four members of faculty, elected by faculty, at least one of whom shall be a Dean or Director and all of whom shall serve for three years. The elected Committee members' initial term shall be for one, two or three years on the basis of the election results, the two with the largest number of votes serving three years, the next for two years and the last one year. No elected member shall be eligible for reelection to the Committee for a subsequent term until one year without service has elapsed.

- 12.33 Should any elected 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 he/she shall be replaced in this instance by a faculty member named by the Committee and the chairman of the faculty nominating committee. Elections shall take place annually early in the second term.

12.40 University Review Committee Procedures

- 12.41 The University Review Committee shall review all Department recommendations on renewal of

appointment, promotion or tenure. In so doing, the Committee shall have available to it

- (a) The documentary evidence presented to and considered by the Department and
- (b) A statement of the Department's recommendation with ballots and stated reasons.

12.42 The University Review Committee shall consider no anonymous material.

12.43 In reviewing a candidate for renewal of appointment, promotion or tenure, the University Review Committee may either concur with the Department's recommendation or conduct a hearing on the candidacy.

12.44 If the Department's recommendation is negative a hearing is mandatory upon the request of the candidate.

12.45 In conducting a hearing the University Review Committee shall adhere to the following procedures:

- (a) It shall consider all documentary evidence submitted by the Department, any additional evidence presented by the candidate and any other evidence which it deems relevant to the case.
- (b) It shall take into account the criteria and other provisions of the Agreement pertinent to renewal, promotion or tenure.
- (c) It shall invite the candidate to appear before it on his/her own behalf. Both the candidate and the Committee may also call upon other persons to give relevant evidence either oral or written provided written evidence only shall be received from persons outside of Acadia.
- (d) If the candidate's level of competence in the discipline is in question the candidate and the Committee shall endeavour to agree upon an assessor in the discipline concerned

from outside the University from whom a written opinion will be obtained. Failing agreement two written opinions shall be solicited one from an outside assessor appointed by the Committee, after consultation with the Department concerned, and one appointed by the candidate.

- (e) It shall maintain a record of attendance, appearances and decisions, and a dossier of all documents consulted.
 - (f) It shall record its recommendation using a ballot in the form of Appendix B annexed to this Agreement.
 - (g) Before arriving at a negative recommendation, it shall provide the candidate with detailed written information as to the negative evidence presented to it and invite the candidate's response to such evidence. The candidate's response, if any, shall be given to the Committee within 14 days unless a longer time is granted by the Committee.
- 12.46 The University Review Committee shall, through its chairperson, make its recommendation known, in writing, to the President, with copies to the candidate, the Department and the Dean.
- 12.47 The President may ask the Committee to reconsider its recommendation and shall advise the Committee of his reasons for such request. Following this **reconsideration**, if any, the recommendation of the Committee shall be forwarded to the Board for its action.
- 12.50 Decisions on Renewal, Promotion and Tenure
- 12.51 If the Board decides not to adopt the recommendation of the Committee 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 Committee, the Department and the President.
- 12.52 In cases of tenure if the Board's decision is that it be denied, the candidate's appointment shall terminate at the end of his/her current probationary term unless the candidate is in the last year of

such a term, in which case he/she shall be offered a one-year terminal appointment.

- 12.53 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 shall be granted the necessary extension of his/her probationary term to make deferral possible.
- 12.54 The President shall communicate the Board's decisions on renewal of appointment, promotion and tenure according to the following schedule:
- (a) Renewal of Appointment
no later than December 15 of the Academic Year during which the appointment terminates.
 - (b) Promotion
no later than March 15 of the Academic Year in which the application for promotion is made.
 - (c) Tenure
no later than March 15 of the Academic Year in which the application for tenure is made.
- 12.60 Consideration for Promotion
- 12.61 During the fifth and subsequent years of service in a given rank Employees shall be eligible for consideration for promotion.
- 12.62 Employees may apply for early promotion, that is with fewer years of service, on the grounds of exceptional scholarly activities.
- 12.63 If service at other institutions is to be considered such must be stipulated in the letter

of appointment.

12.64 Automatic Promotion

Promotion from the rank of lecturer to that of assistant professor shall be automatic upon the attainment of a degree recognized as terminal in the field of study involved.

12.70 Criteria for Promotion

12.71 The factors to be considered in assessing performance of a faculty member in relation to promotion shall be as follows:

- (a) academic qualifications, i. e. earned degrees, diplomas and the like.
- (b) performance as a teacher and lecturer. Both qualitative and quantitative aspects may be considered, with the latter including such factors as the number of years in the present rank, supervision of honours students and graduate students, and the like.
- (c) creative activity including but not limited to research.
- (d) contribution to the development of the department, faculty or University.
- (e) service to the wider community including activities in professional organizations where relevant.

12.72 The above factors shall carry weight in the priority order stated.

12.80 Qualifications for Promotion

12.81 The qualifications for promotion to Assistant Professor shall normally be the possession of a degree recognized as terminal in the field of study involved. This requirement may be waived if the candidate gives evidence of good teaching ability, contributions to scholarship or research, or has professional qualifications and experience which will enhance his/her contribution

to the University.

12.82 The qualifications for promotion to Associate Professor shall, in addition to the above be the attainment of acknowledged competence in the field of scholarship.

12.83 The qualifications for promotion to Professor shall, in addition to the above, be the attainment of distinction on overall assessment of performance which distinction should normally include publications arising from creative scholarship or research.

12.90 Criteria for Renewal and Tenure

12.91 The factors in assessing the performance of a faculty member in relation to consideration for renewal and tenure shall be:

(a) academic, including but not limited to the following:

(i) academic credentials, i. e. earned degrees, diplomas and the like.

(ii) competence as a teacher, such competence to involve both knowledge of the subjects taught and ability to communicate information to students.

(iii) creative scholarship.

(b) the candidates's contribution to the development of the department, faculty or University.

(c) service to the wider community.

12.92 The above factors carry weight in the priority order stated.

12.100 Schools

In relation to Schools, the above Article shall be construed in the following way:-

(a) for Head substitute Dean.

(b) for Dean substitute Academic Vice-President.

Article 13.00 Resignations and Termination of Appointment

- 13.01 Employees wishing to terminate their employment shall give written notice to the President, with copies to their Head and Dean, no later than March 15 of the year during which such termination is to become effective.
- 13.02 Employment may be terminated by mutual written agreement at any time.
- 13.03 Employees terminating a first term 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 Dismissals and Suspensions

- 14.10 Termination of the employment of an Employee who has permanent tenure or whose probationary or term appointment has not expired, other than by resignation, shall be in accordance with the dismissal procedures following.
- 14.20 Hearings in Cases of Proposed Dismissal for Cause
- 14.21 When it is proposed that an Employee be dismissed for just and proper cause the President shall inform the Employee in writing of such proposal and invite the Employee to meet with him or the Academic Vice-President at a time and place specified in the communication.
- 14.22 At the meeting of the Employee and the President or Academic Vice-President 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 the relevant academic administrative appointees and an advisor selected by the Employee from faculty all of whom shall be entitled to participate in the discussion.
- 14.23 If for any reason the Employee cannot meet with the President or Academic Vice-President as provided in paragraph 14.22, or if no mutually satisfactory resolution of the situation is reached at the meeting such Employee shall be given detailed written reasons for the proposed dismissal within seven days. The statement of these reasons shall constitute the Board's case for dismissal of the Employee.
- 14.24 If the Employee wishes to bring the matter before an Arbitration Board, such Employee shall within 14 days from the day on which the reasons for dismissal were given, deliver to the President a notice in writing to this effect.
- 14.25 At the hearing convened by the Arbitration

Board the case for dismissal of the Employee shall first be presented on behalf of the Board. It shall consist of proof and elaboration of the reasons referred to in paragraph 14.23.

- 14.26 The procedures of the Arbitration Board shall be those described in articles 19.00 and 20.00 with the Employee assuming the rights of the grievor except that the case shall go directly to arbitration without referring it to the Grievance Committee.
- 14.27 The salary and benefits of the Employee shall continue at least until the Board has taken a decision to dismiss the Employee.
- 14.28 At his discretion the President may at the time of giving notice of the proposed dismissal referred to in paragraph 14.20 relieve the Employee of his or her duties.
- 14.30 Suspension
- 14.31 Suspension shall only be for just and proper cause.
- 14.32 The Board may by giving written notice through personal service, internal receipted mail or external registered mail suspend employees from their University responsibilities.
- 14.33 Suspension notices must include
- (a) detailed reasons for the suspension and
 - (b) the commencement date of the suspension.
- 14.34 While under suspension an Employee's salary and fringe benefits shall continue.
- 14.35 Employees wishing to contest their suspension must, within seven calendar days of receiving of notice of suspension, file a grievance directly to the Grievance Committee.
- 14.36 Neither the Grievance Committee nor the Arbitration Board shall have the power to

substitute any other penalty for the suspension
of the Employee.

Article 15.00 Policies and Practices in Departments and Schools

15.10 Departments

In establishing and implementing policy within a Department the Head shall consult fully with faculty 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 or 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.

15.20 Schools

In relation to Schools, the above Article shall be construed in the following way:-

- (a) for Head substitute Dean.
- (b) for Dean substitute Academic Vice-President.

Article 16.00 Head of Department

- 16.10 Each department shall have a Head who represents the department to 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 of other departments, faculties and schools.
- 16.20 Heads are responsible to the Dean of the Faculty for the efficient administration of their Departments.
- 16.30 The Head remains at all times a scholar for whom scholarly activity is a fundamental responsibility.
- 16.40 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 programmes.
 - (b) Supervise generally the programmes and progress of students in the Department.
 - (c) Make known and carry out University policies as they affect the Department.
 - (d) Advise members of the Department on their teaching, research and other responsibilities, and bring to the attention of colleagues concerned any reported neglect of such responsibilities.
 - (e) Report in writing once a year to the Dean, with a copy to the faculty member concerned, on the performance of his or her duties. The report shall be discussed with the faculty member, who shall have the right of written comment.
 - (f) Prepare, after consultation with the members of the Department, an allocation of teaching responsibilities. This allocation shall normally be completed by July 1st 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.

- (g) Take necessary action to cancel courses or alter sections of courses as need arises with the agreement of the Dean.
- (h) Prepare budget estimates for the departmental budget and submit these to the Dean.
- (i) Administer the departmental budget as authorized.
- (j) Call and chair meetings of the department as need arises.
- (k) Make arrangements, agreeable to the Dean, for the discharge of his or her duties as a Head during annual vacations and other casual absences.

16.41 Before exercising the foregoing responsibilities the Head shall, whenever it is possible to do so, carry out full prior consultation with the members of the Department.

16.42 On request of a Head his or her academic teaching load shall be reduced below the normal by one-half course or equivalent for departments of 5 to 8 full-time faculty members and by one full course for departments with 9 or more full-time faculty members.

16.50 Appointment and Review of Heads

16.51 A first appointment as Head of a Department shall be for a three year term. Appointment for a second three year term shall be subject to the requirements of Article 16.52 below. In the fall term of the sixth year in office of an incumbent Head a search shall be instituted. If an incumbent Head is appointed for a third three year term this nine year duration shall normally constitute the maximum tenure of the position of Head. An exception can be made in the case of small departments.

Whenever a search is to be instituted the President shall state whether the staffing situation will permit a search both inside and outside the University. Thereafter the Dean shall set up a Search Committee with the following membership:-

- (a) The Dean of the Faculty, who shall be the Chairman.
- (b) Two Faculty members elected by the Department concerned.
- (c) One Faculty member from a cognate Department or School selected by Faculty.
- (d) A distinguished academic in the discipline from another institution, chosen by the four persons mentioned above.

The Search Committee shall either search both inside and outside the University or inside the University only according to whether or not a vacancy exists in the Department. The retiring Head shall be eligible to apply for a further term. All members of the Department concerned shall have the opportunity to apply and to nominate others. After consultation with the members of the Department the Search Committee shall draw up a short list of not more than four candidates, and shall arrange for those on the short list to meet the members of the Department and if practicable present a lecture. Thereafter the Search Committee shall give full consideration to the preferences of members and students of the Department before making a recommendation for the position.

The recommendation of the Search Committee shall be forwarded to the President. The President shall have the right to request the Search Committee to reconsider, giving reasons for his request. Following this reconsideration, if any, the recommendation of the Search Committee shall be forwarded to the Board for its action.

16.52 In the case of a Head serving a first three year term the Dean of the Faculty shall, in the Fall Term of the third year, carry out the

following procedures:-

- (a) Make written enquiry, under personal and confidential cover, of each full-time Faculty member of the Department with a minimum of two years service at Acadia as to whether he or she wishes a second three year term as Head to be accorded to the incumbent. The enquiry shall invite comment, require reasons, and include a ballot as in Appendix "A".
- (b) Receive written replies to the enquiry mentioned in (a) above by a stated date.
- (c) Inform the Head in writing, under personal and confidential cover, of the general sentiment of the Department in regard to a second three year term taking care not to divulge the particular opinions of individuals.
- (d) Unless the majority sentiment is unfavourable the Dean shall enquire of the incumbent as to his or her wish to re-offer for a second term. If the incumbent is willing the Dean shall inform the President and the President shall inform the Board of Governors. Re-appointment to the second three year term shall then be automatic. If the Head indicates a wish not to re-offer the Dean shall so inform the President and shall commence a search for a new Head.
- (e) Should the majority sentiment be unfavourable the Dean shall enquire of the incumbent as to his or her wish to re-offer for a second term. If the Head indicates a wish not to re-offer the Dean shall so inform the President and shall commence a search for a new Head. If the Head decides to seek a second term the Dean shall institute a review and for this purpose shall set up a review committee with a similar composition to that of the search committee defined in Article 16.50 above. The duty of the Review Committee shall be to consider whether a second three year term should be accorded. If the Review Committee decides

that a second three year term should not be accorded it shall so inform the President and shall thereafter be reconstituted as a Search Committee and shall seek a new Head. If the Review Committee decides that a second three year term should be accorded it shall so recommend to the President. The President shall have the right to request the Review Committee to reconsider, giving reasons for his request. Following this reconsideration, if any, the recommendation of the Review Committee shall be forwarded to the Board for its action.

- 16.53 Within one month, on the request of the Board or a majority of members of the Department, the Dean shall set up a Review Committee at any time during the term of office of a Head. The Review Committee shall have a similar composition to that defined in Article 16.52 of this Agreement and shall have the duty of advising the President as to whether the appointment of the Head should be continued to the end of the existing term or terminated sooner. The President shall have the right to request the Review Committee to reconsider, giving reasons for his request. Following this reconsideration, if any, the recommendation of the Review Committee shall be forwarded to the Board for its action.
- 16.54 The following transition provisions shall apply to all Heads holding office at the date this Agreement becomes effective:-
- (a) All Heads whose first appointment or latest reappointment as at June 1, 1977 is in its third or later year shall be deemed to be Heads in their third year of office and the provisions of Article 16.52 and 16.53 shall apply to them.
 - (b) All other Heads will be dealt with under the provisions of Article 16.52 and 16.53 in the normal manner.
 - (c) The parties recognize that the procedures required by sub-paragraphs (a) and (b)

above must be carried out in an orderly manner. To this end it is understood that not less than one-half of the reviews will be completed by February 28, 1978 and that the remainder of the reviews will be completed by January 31, 1979.

Article 17.00 Working Conditions

- 17.10 Employee appointments, other than sessional appointments, shall be on a full-time basis from June 1st to May 31 of the following year inclusive.
- 17.20 Standard Office Facilities
- 17.21 Subject to the availability of space the Board shall provide each Employee with a private office furnished with standard office equipment including a telephone.
- 17.22 Except as provided in Article 17.23 Employees' offices shall not be occupied or used without their written consent.
- 17.23 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 Board shall give the Employees concerned written notice of its intentions so that such Employees may remove their personal belongings from their offices if they so desire.
- 17.30 Scheduling of Classes
- 17.31 Classes taught by Employees shall be scheduled to begin no earlier than 8:30 a. m. and to end no later than 5:30 p. m. unless it is the express wish of the Employee and the Employee's Department that the class be scheduled to begin outside these hours and that such scheduling is in accord with the regulations of the Senate.
- 17.32 No Employee shall be required to teach more than two hours consecutively of class 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.
- 17.40 Standard Teaching Load
- 17.41 The normal teaching load is three full-year credit courses or the equivalent per Employee. The parties recognize that teaching patterns vary appreciably from one academic discipline to another and that in consequence the teaching

load in certain Departments and Schools may depart from this norm.

17.42 Each hour of a science laboratory period shall be considered to be equivalent to one-half hour of a classroom period. Employees must be present in the laboratory for the period for which they are claiming teaching load credit.

17.43 Employees responsibilities extend beyond the classroom. Employees shall be available in their offices for consultation with students for at least six hours per week at stated times during regular class hours.

17.44 The supervision of advanced students shall be voluntary on the part of Employees.

17.60 Continuing Education

17.61 For the purposes of this article Continuing Education includes the giving of courses in the Spring session, Summer sessions, Extension courses and Correspondence courses.

17.62 Courses offered in Continuing Education shall not be counted in calculating teaching load of an Employee nor shall the holder of a part-time teaching appointment be considered full-time because of the giving of such courses.

17.63 Employees shall not be required to teach courses in Continuing Education.

17.64 The recommendation of an Employee to teach a course in Continuing Education shall be made by the Employee's Head of Department taking into account the Employee's other commitments.

17.70 Outside Employment

17.71 The University recognizes the value of faculty members 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 be of a major or continuing nature nor necessitate the commitment of a block of time on a regular basis during the normal timetable for lectures and laboratories.

- 17.72 Consultancy commitments and other commitments outside the University which are intended to be or probably will become of a major or continuing nature require the written approval of the President which shall be obtained at the beginning of each Academic Year.
- 17.73 With the written approval of the President Employees may accept teaching commitments outside the University. Such approval shall be obtained at the beginning of each Academic Year.
- 17.80 Research Assistance
- 17.81 Since Employees are expected to engage in research as part of their university duties the Board will encourage research and other scholarly and creative endeavours as its resources and priorities permit.
- 17.82 Department secretaries and the staff of the secretarial pool will assist members of faculty by typing research material whenever time is available.
- 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.

17.90 Health, Safety and Security

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

17.100 Schools

In relation to Schools, the above Articles shall be construed in the following way:-

- (a) for Head substitute Dean.
- (b) for Dean substitute Academic Vice-President.

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. 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. 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. There shall be no discrimination, harassment or coercion of any kind against an Employee who elects to use these procedures.

18.20 Definition of a Grievance

18.21 A grievance is any difference 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.

18.22 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) Employees may grieve on their own behalf.
- (c) A group of Employees may grieve on their own behalf.
- (d) The Board may grieve.
- (e) The Academic Vice-President and the academic Deans and Directors shall not grieve to the Grievance Committee as individuals or groups of individuals. Any complaint by them shall be submitted

first to the President and if it is not resolved in ten working days it may be submitted to the Grievance Committee by the Board as grievor if the Board so chooses.

18.30 Grievance Committee

- 18.31 There shall be a standing Grievance Committee consisting of four members, two designated by the Association and two designated by the Board. These persons shall select from among themselves a chairman who will have a vote. The committee will decide whether the chairman will be permanent or rotating. 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.
- 18.32 A quorum shall be the entire membership of the committee.
- 18.33 The Grievance Committee shall be constituted not later than thirty days following the execution of this agreement by both Parties.
- 18.34 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.

18.40 Grievance Procedures

- 18.41 A complaint must be presented to the Employee's Head for consideration and resolution within ten working days of the event giving rise thereto. If the issue is not resolved to the satisfaction of the grievor after discussion with and initiative from the Head within a ten calendar day period the grievance may then be presented in writing to the Dean provided it is submitted within fourteen calendar days. The Dean shall respond in writing within ten calendar days outlining his efforts to resolve the matter and identifying any unresolved issues. Copies of any correspondence between the grievor

and academic administrative appointees shall be retained by both parties for possible future presentation to the Grievance Committee.

- 18.42 Should the grievance involve the conduct of a Head the Employee may present the complaint directly to the Dean and the provisions of Article 18.41 shall thereafter apply.
- 18.43 When Heads are grievors they shall submit their case to the Dean and the provisions of Article 18.41 shall thereafter apply.
- 18.44 Should the grievance by a Head involve the conduct of the Dean the Head may present the complaint to the Academic Vice-President and the provisions of Article 18.41 shall thereafter apply.
- 18.45 If a grievance raised by an Employee involves the conduct of the Academic Vice-President the grievor shall present the complaint to the President and the provisions of Article 18.41 shall thereafter apply.
- 18.46 If the grievance is not resolved to the satisfaction of the grievor by the response or responses of the relevant academic administrative appointees, as referred to in Articles 18.41 through 18.45 above, it may be submitted in writing within fourteen calendar days after the deadline of such response to the Grievance Committee.
- 18.47 The Committee may within ten working days following receipt of the grievance in writing inform the grievor that in its unanimous opinion no basis for a grievance under this Agreement exists. In such cases this terminates the grievance. The Committee may inform the grievor that it is of the unanimous opinion that the matter raised is not within its competence and advise the grievor of other possible procedures.
- 18.48 If the Committee does not agree unanimously to decline to hear a grievance it shall hold a hearing within fourteen calendar days.
- 18.49 At the hearing the grievor has the right to be

present and to represent himself or herself and to be accompanied by and represented by a person of his or her choice. The parties shall not be entitled to be represented by legal counsel in the grievance procedure.

18.50 The Grievance Committee shall:-

- (a) give reasonable notice to the grievor, 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 grievor, the Association and the Board of the appearance of these persons;
- (c) hear the individual, 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 grievor, the Association and the Board to examine and cross-examine witnesses, to adduce evidence and to make submissions;
- (f) make available to the grievor, the Association and the Board all documents presented or examined in evidence;
- (g) within thirty calendar days after its final hearing render a decision with detailed reasons for it;
- (h) allow a report by the minority in the decision;
- (i) establish by consensus any other procedural rules governing its activity not outlined above.

18.51 A unanimous decision of the Grievance Committee shall be final and binding on all parties.

18.52 If the Grievance Committee's decision is not

unanimous the Association or the Board may proceed to arbitration.

- 18.53 The Parties shall abide by and give full and prompt effect to decisions arrived at under the procedures detailed above. The Grievance Committee shall not have the right to alter or add to or delete anything covered by this Agreement.
- 18.54 All communications required by these grievance procedures shall be delivered by internal receipted mail or by external registered mail with acknowledgement of receipt. The communication must be received by the addressee or a person authorized by him or her.
- 18.60 Party Grievances
- 18.61 A complaint or grievance arising directly between the Parties hereto concerning the interpretation, application or alleged violation of this agreement shall be carried directly to the Grievance Committee.
- 18.62 Either party shall have the right to bring grievances directly to the Grievance Committee.
- 18.70 Rights and Responsibilities of Grievors
- 18.71 If the Association declines to take a case to arbitration the grievor may do so.
- 18.72 In such cases the grievor assumes the rights and responsibilities of the Association as declared in Articles 18.52 and 19.00.

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.

19.20 If either the Association or the Board decides that a case should proceed to arbitration it must serve notice within fourteen calendar days of receipt of the Grievance Committee's decision.

19.30 Both the Association and the Board shall have the right to carry to arbitration all grievances described under the heading Party Grievances.

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 chairman, selected as provided in paragraph 19.41 hereof.

19.41 Within five working days of the receipt of the notice provided for in 19.20 above the parties shall meet and by mutual consent select a Chairman. If the parties are unable to agree upon a chairman within five working days then one of the persons named hereunder shall be selected by a drawing by lots and such person shall be the chairman. The persons whose names shall be placed in the drawing are:-

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

- 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 twenty-one 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 his replacement shall be designated by the party or parties who originally appointed that member.
- 19.47 The procedures of the Arbitration Board shall be the same as those for the Grievance Committee outlined in Article 18.00 except that the parties shall have the right to be represented by legal counsel.
- 19.48 The decision of the Arbitration Board shall be reached by consensus or majority within thirty calendar days after the completion of its hearings.
- 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 costs of its appointee. Each of the parties shall jointly share the fees and expenses of the chairman 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 Rights and Responsibilities of the Grievor

If either the Association or the Board declines to take a grievance to arbitration the original grievor may do so. In such cases the grievor shall have all the rights and shall assume all of the responsibilities of the Association or the Board as the case may be.

Article 20.00 Full Time Employee Complement

20.10 There shall be no diminution in the total complement of full time Employees at Acadia during the life of this Agreement except with the consent of both Parties and there shall be no lay-offs for redundancy. Should a vacancy arise in a Department or School due to death, retirement, resignation or non-renewal, it shall be the right of the Board to transfer that vacancy to another Department or School.

Article 21.00 Salaries

21.10 Base Salaries

For the period from June 1, 1977 to May 31, 1978 all Employees, in the employ of the Board prior to May 31, 1977, shall receive an increase in their present salary of \$750.00 plus four per cent of the median salary for the period from June 1, 1976 to May 31, 1977 for the rank applicable to each Employee. The rank applicable to each Employee shall be determined as of June 1, 1977.

21.11 The median salaries for the various ranks for the period from June 1, 1976 to May 31, 1977 were:-

Lecturer	\$15,350.00
Assistant Professor	\$17,825.00
Associate Professor	\$21,925.00
Professor	\$27,288.00

21.12 The new salary determined in accordance with Article 21.10 above shall be referred to as a base salary. In moving into another rank Employees shall receive a new base salary which shall not be less than the lowest base salary of Employees who were in that rank the previous year.

21.13 Salary Minima

For the period June 1, 1977 to May 31, 1978 the minimum salaries for each rank shall be:-

Lecturer	\$11,000.00
Assistant Professor	\$14,000.00
Associate Professor	\$18,000.00
Professor	\$23,000.00

21.14 Spring and Summer Sessions

The teaching by an Employee of a scheduled course in the spring or summer sessions shall be considered overload teaching. An Employee who teaches a course in the 1977 Spring or Summer session shall receive \$2,150.00 for a full-

credit course or \$1,075.00 for a half-credit course.

21.15 Extension Courses

The teaching of an extension course by an Employee shall be considered overload teaching. An Employee who teaches an extension course during the 1977-78 year shall receive \$2,150.00 for a full-credit course or \$1,075.00 for a half-credit course.

21.16 Correspondence Courses

An Employee offering correspondence courses during the 1977-78 year will be entitled to a fee of \$135.00 for each full-credit course registrant and \$67.50 for each half-credit course registrant.

21.21 Stipend as Head

Heads appointed prior to April 3, 1974 who were reappointed subsequent to that date shall continue to receive an undifferentiated salary all of which shall be treated as base salary.

21.22 Heads appointed prior to April 3, 1974 who cease to be Heads shall retain the salary they are receiving at the time they cease to be Heads and they shall receive not less than one-half of the average increase for Employees at their salary level for a period of two years.

21.23 Heads appointed since April 3, 1974 shall have their salary computed on the following basis:-

- (a) Base salary;
- (b) An administrative allowance of:-
 - (i) \$1,200.00 per annum plus
 - (ii) \$150.00 per annum for each full time Employee in their Department, excluding the Head;
- (b) Upon ceasing to be Heads the foregoing administrative allowances shall terminate on the May 31 following such cessation.

Article 22.00 Merit Pay

- 22.10 For the year June 1, 1977 to May 31, 1978 the sum of \$30,000.00 shall be allocated for the purpose of recognizing particularly meritorious service by Employees. This recognition shall take the form of an increment to salary for the recipients.
- 22.20 The procedure for awarding merit pay shall be:-
- (a) The Heads shall enquire of all Employees whether they wish to be considered for a merit increment to salary.
 - (b) Employees who wish to be considered shall provide their Head with particulars of their activities on which the request for consideration is based.
 - (c) The Heads shall seek the opinions of the members of their Departments on the requests for consideration that have been received and also on the merits of other Employees if any, who, although not having asked for consideration, are deemed by the Heads to be worthy of consideration.
 - (d) The Heads shall make recommendations of those to be recognized and shall indicate the opinions of the Employees in the Department regarding same.
 - (e) The selection of those to be recognized and the amount of salary increment to be accorded to each shall be determined by the President and Academic Vice-President in consultation with the Dean of the Faculty or School concerned and in the case of Employees from the Faculty of Arts or Faculty of Science, the appropriate Head.
 - (f) The names of those who receive merit increases shall be communicated to all Employees by means of a memorandum from the President within two weeks of the increase being granted.
- 22.30 Any portion of the said sum of \$30,000.00

not awarded for merit pay for the period June 1, 1977 to May 31, 1978 shall be carried forward for merit pay awards in future years.

22.40 The criteria for awarding merit pay shall be the same as the criteria for promotions as specified in Article 12.71.

22.50 Schools

In relation to Schools, the above Articles shall be construed in the following way:-

- (a) for Head substitute Dean.
- (b) for Dean substitute Academic Vice-President.

Article 23.00 Pensions

23.10 Pension Plan

The Plan will follow the provisions described in the "Group Pension Plan Programme for Acadia University" revised June, 1975.

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 Any changes in the plan require the consent of the Association.

Article 24.00 Leaves, Absences and Vacations

24.10 Sabbatical Leave

Sabbatical leave is intended to provide an opportunity for an Employee to pursue scholarly interests by an arrangement at another university or appropriate place. This ordinarily might involve the presentation of a few lectures or seminars. The acceptance of an appointment involving the responsibility for the presentation of a course or courses cannot be considered as part of an appropriate sabbatical programme. Employees who are eligible for sabbatical leave are encouraged to apply. In the sixth and subsequent years of service on the academic staff of the University a full-time Employee with permanent tenure is eligible to apply for sabbatical leave subject to the terms and conditions following.

24.11 The period of leave may be for a full or half University year, the period being June 1 to May 31 for a full sabbatical and January 1 to June 30 or July 1 to December 31 for half sabbaticals. The salary for all full sabbatical leaves will be 75% of the faculty member's salary for the year in which the leave is taken. Half year sabbaticals taken after six years service will be at 100% of salary. In all cases full fringe benefits shall be provided. The total financial support from the University together with fellowship awards from fund-granting agencies such as the Canada Council and any stipend from the host university or institution or business firm less travel and other legitimate expenses incurred in connection with sabbatical leave ought not to be greater than the salary the Employee would have received had such Employee remained at the University.

24.12 Applications for sabbatical leave including details of the proposed programme shall be submitted to the Chairperson of the Sabbatical Leave Committee with a copy to the President, Head and Dean before the first day of November of the year preceding that for which the leave is being sought.

- 24.13 Because of a particular situation in a Department or of an abnormal number of applications for leave in a given year a leave for which an Employee is eligible may have to be postponed by the University for at the most one year. In such cases the President shall notify the Employee giving written reasons for the postponement and the Employee whose sabbatical is so postponed shall be eligible for consideration for his or her next sabbatical after five years of full time service. Employees shall be notified by January 15 whether or not leave is to be granted.
- 24.14 There shall be a Sabbatical Leave Committee which shall review the applications of all Employees applying for sabbatical leave.
- 24.15 The Committee shall be comprised of:-
- (a) the Academic Vice-President;
 - (b) two members of faculty elected by faculty. The elected committee members shall serve for two years. Their initial terms shall be for one or two years on the basis of the election results, the one with the largest number of votes serving for two years. No elected member shall be eligible for re-election to the Committee for a subsequent term until one year without service has lapsed.
- 24.16 Should an elected 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 be replaced in this instance by a faculty member named by the committee and the chairman of the faculty nominating committee. Elections shall take place annually early in the second term.
- 24.17 The Sabbatical Committee shall, through its chairperson make its recommendation known in writing to the President with copies to the candidate, Department and Dean.

- 24.18 The President may ask the committee to reconsider its recommendation and shall advise the Committee of the reasons for such request. Following this reconsideration, if any, the recommendation of the Committee shall be forwarded to the Board for its action.
- 24.19 If the Board decides not to adopt the recommendation of the Committee it shall do so only on the basis of circumstances stated in Article 24.13.
- 24.20 Leaves of absence without pay shall not be counted as time gained in eligibility for sabbatical leave.
- 24.21 Employees again become eligible for sabbatical leave after six years of full-time service following the 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 Immediately following completion of sabbatical leave the recipient thereof is required to return to the University for a minimum of one year.
- 24.24 The recipients of sabbatical leave may, if they establish to the satisfaction of the Board that the circumstances warrant it, negotiate their release from the obligation created by Article 24.23 provided they reimburse the University for the sums expended under Article 24.11.
- 24.25 On return to the University the recipient of sabbatical leave shall submit a written report to the Dean with a copy to the President and the Chairperson of the Sabbatical Committee.
- 24.30 Leaves of Absence
- Leave of absence without pay may be granted to Employees provided appropriate staffing arrangements can be made. Such leaves include

the privilege of continued participation up to a total of three 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.

24.31 After consultation with the Head applications for leaves of absence shall be submitted by the Employee to the President normally before the first day of November of the year preceding that for which leave is being sought. The Head shall recommend to the President with written reasons whether or not the leave should be granted. The President may ask the Head to reconsider his or her recommendation and give reasons for such request. Following this reconsideration, if any, the recommendation of the Head shall be forwarded to the Board for its action.

24.32 If the request for leave of absence is denied the applicant shall be given written reasons for the denial.

24.40 Political Leave of Absence

The Board recognizes that members of faculty 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.

24.41 Employees shall be entitled to leave of absence with full salary and fringe 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.

24.42 Employees in consultation with their Heads and with the written approval of the Dean,

shall make substitute arrangements satisfactory to the Board for their teaching and other responsibilities during their period of leave as specified in 24.41 above.

24.43 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: leave of absence during one term of office with pay pro-rated to teaching duties performed. The amount of teaching involved and the consequent stipend applicable shall be determined by the Board on the recommendation of the Dean after consultation with the Employee concerned.

24.50 Court Leave

Employees summoned to be witnesses or for jury duty shall notify their Dean as soon as possible.

24.51 Employees summoned to be witnesses or for jury duty shall be entitled to full salary and allowances.

24.52 Employees summoned to be witnesses or for jury duty shall make substitute arrangements satisfactory to their Dean for their responsibilities during their period of absence.

24.60 Maternity Leave

An Employee requesting maternity leave shall present to her Head a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the anticipated date of delivery.

24.61 Upon receipt of such a certificate and on the request of the Employee concerned she shall be granted maternity leave at full pay for a period of six weeks immediately preceding the anticipated date of delivery and until the actual date of delivery and for six weeks

following the actual date of delivery. The length of the leave may be shortened by mutual agreement of the Employee and the Dean.

24.70 Adoption Leave

Employees requesting adoption leave shall present to the appropriate Head a statement from the Nova Scotia Social Services Department stating that a child under the age of six months is being entrusted to the care of the Employee for adoption. On request of the Employee adoption leave at full pay shall be granted for a period of six weeks immediately subsequent to the time of receiving custody of the child. The length of the leave may be shortened by mutual agreement of the Employee and the Dean.

24.71 Both the Board and the Employee shall maintain their respective contributions to the Pension Plan and the Group Insurance Programme during maternity or adoption leaves.

24.80 Sick Leave

In the event of illness, whereby Employees are unable to carry out their obligations to the Board and upon certification from the University physician, full salary will be paid 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 Programme as applicable.

24.90 Vacations, Absences, Holidays

24.91 The employment year shall normally be from June 1 to the following May 31. Every full time Employee is entitled to vacation annually of one month's duration during that part of the year when the University is not in regular Fall-Winter session. Employees shall co-operate 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.

24.92 In addition to annual vacation, Employees are entitled to the following holidays:-

Canada Day; Civic Holiday (if declared); Labour Day; Thanksgiving 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.

- 24.93 Employees are expected to spend the remainder of their time in scholarly activities.
- 24.94 Employees shall inform their Head of their whereabouts during recesses of the University and shall co-operate in making arrangements for the handling of any departmental or University business that may arise between terms.
- 24.95 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.
- 24.96 When, for any reason, an Employee does not meet a class he or she shall report such fact to the Head concerned who in turn shall provide a monthly summary of this information, with a copy to the Employee concerned, to the Dean.
- 24.97 In all cases not covered by the provisions of this Article 24.90 to 24.96, arrangements shall require the approval of the Dean.

24.100 Schools

In relation to Schools, the above Articles shall be construed in the following way:-

- (a) for Head substitute Dean.
- (b) for Dean substitute Academic Vice-President.

Article 25.00 Fringe Benefits

25.10 Professional Development

On the recommendation of the Academic Vice-President 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 \$500.00 per year and to a maximum of one such grant in a five year period to a given Employee.

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

25.20 Tuition Discounts

With the exception of correspondence courses, the academic fees charged to the children or spouse of an Employee in respect of 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 the first of June preceding the commencement of the academic year for which the allowance is being claimed.

25.30 Moving Expenses

Subject to the provisions of clause 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, involving travel in excess of 2500 miles, and at the discretion of the Board, actual moving expenses up to the equivalent of one and a half month's salary may be paid.

25.40 Computer Access

Access by Employees to computer facilities shall continue to be decided by the Board

on the advice of the University Computer Committee. The Board recognizes the value to Employees of having ready access to such facilities and will seek to maintain it.

Article 26.00 Group Fringe Benefits

26.10 Life Insurance

Subject to the Memorandum of Agreement between the parties dated April 18, 1977, and annexed to this Agreement as Appendix "C", the current formula for application of insurance coverage as described in Section 1 of the Group Insurance Programme for Acadia University revised June, 1974 shall remain in force.

26.20 Extended Health Benefits

Subject to the Memorandum of Agreement between the parties dated April 18, 1977, and annexed to this Agreement as Appendix "C", the provisions described in Section 2 of the Group Insurance Programme for Acadia University revised June, 1974 shall remain in force.

26.30 Group Disability Insurance

The provisions described in Section 3 of the Group Insurance Programme for Acadia University revised June, 1974 shall remain in force.

26.40 Liability Insurance

The University shall protect Employees through liability insurance coverage for damages up to \$2,000,000.00 which may arise in the fulfillment of their duties for example for accidents in a laboratory, during field trips and in other similar situations.

26.41 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 \$1,000.00 less a deductable of \$100.00 for each Employee.

26.50 Changes in Group Fringe Benefits

The University standing committee on group insurance shall continue to oversee all group fringe benefits and make recommendations concerning changes in these benefits.

26.51 Any changes in group fringe benefits which affect Employees require the consent of the Association.

Article 27.00 Copies of this Agreement

27.10 Within thirty days of the execution of this Agreement the Board shall prepare and provide, free of charge, copies of this Agreement and any appendices thereto as follows:-

- (a) 1 copy to each Employee.
- (b) 50 copies to the Association.

Article 28.00 Financial Information

28.10 As soon as such information is available the Board shall provide to the Executive of the Association, on a confidential basis, the following information:

- (a) Detailed budget information as provided to the Maritime Provinces Higher Education Commission.
- (b) Departmental budget information using the format of the official University financial statements.
- (c) A listing of all employees by name, rank, appointment status, date of initial appointment and salary.

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, within twenty-one days of the execution of this Agreement, to establish 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 shall be subject to ratification by both Parties.
- 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 monthly but may meet more often either by mutual agreement of the chairpersons or, on five days written notice, at the call of either of the chairpersons;
 - (c) a quorum shall be its entire membership;
 - (d) its decisions shall be unanimous;
 - (e) its records of decisions, when initialled by all members of the committee, shall constitute Memoranda of Agreement between the Parties unless

rejected by either party within fifteen days;

- (f) the Parties may, by mutual consent, expand the membership of the committee on a parity basis or create subcommittees on a parity basis.
- (g) the procedures of any and all subcommittees shall be the same as those for the Joint Committee.

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 employees 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 programmes 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 any proposals to sell or transfer the whole of the assets of the University, or to amalgamate or merge with another body, and to give consideration to any comments of the Association before implementing any such proposals.

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 re-negotiation those parts of this Agreement that have been thus invalidated and as well any other parts affected by such invalidation.

Article 33.00 Patents and Copyrights

33.10 An ad-hoc committee on Patents and Copyrights shall be created. It shall be composed of two persons appointed by the Board and two persons appointed by the Association. This committee shall work toward an agreement which will establish the rules for sharing all cost, controls and revenue or royalties related to the production, use or sale of materials or inventions to be patented or copyrighted.

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 June 1, 1977.
- 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.
- 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 programmes 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.

Article 36.00 Commencement and Duration of Agreement

36.10 Commencement

This agreement shall come into effect on June 1, 1977.

36.20 Duration of the Agreement

This agreement shall remain in effect for one year.

Article 37.00 General

37.10 Binding Effect

Subject to the terms and conditions hereof this Agreement shall enure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns.

37.20 Whenever the context of this Agreement so requires the singular number shall include the plural and vice versa.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this 30 day of November, 1977.

ACADIA UNIVERSITY FACULTY)
ASSOCIATION)

GOVERNORS OF ACADIA)
UNIVERSITY)

Per B. O'Neill)

Per [Signature])

Per Thomas D. Regan)

Per [Signature])

)

)

APPENDIX "A"

BALLOT RE ARTICLES 12.21 (e)(i) and 16.52 (a)

DEPARTMENT/SCHOOL of _____

The assessment of _____

for _____

has been considered by _____

whose assessment is to approve/disapprove.

The reasons for making this assessment are given on the attached sheet(s).

(Signature)

(Date)

APPENDIX "B"

BALLOT RE ARTICLE 12.45 (f)

The members of the _____
give below their assessment of the request for _____
which has been made by _____

The majority recommendation is that the request be

NAME	SIGNATURE	APPROVE	DENY	ABSTAIN

The reverse side of this form provides space for comment
and reasons for the assessment of individual members.

On behalf of the _____

_____ (Chair)

_____ (date)

APPENDIX "C"

MEMORANDUM OF AGREEMENT

The negotiators seeking to reach a Collective Agreement between the Acadia University Faculty Association and the Governors of Acadia University agree to recommend the following to their respective constituencies:-

(A) With Respect to Life Insurance

- (i) the provisions of the Group Insurance Programme for Acadia University, revised June 1974, remain in force with the following qualifications:-

the ceiling of coverage to be raised from \$125,000.00 to \$150,000.00.

- (ii) the provisions allow for a waiver of premium for members disabled at ages up to 65, with all life coverages terminating on May 31 following attainment of their 65th birthday.

(B) With Respect to Health Insurance

- (i) the provisions make allowance for participation in the plan, at their own option and cost, for members in receipt of long term disability indemnity and for the families of deceased employees.

- (ii) that the maximum payable for "frames and lenses" be raised from \$40.00 to \$50.00 (this change pertaining to the \$10,000.00, and under plan only)

- (C) That these amendments will become effective on June 1, 1977.