

**FIRST  
COLLECTIVE AGREEMENT**

BETWEEN

**THE BOARD OF GOVERNORS OF  
ACADIA UNIVERSITY**

AND

**THE ACADIA UNIVERSITY  
FACULTY ASSOCIATION  
(PART-TIME INSTRUCTORS)**

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## **Article 1 – Definitions**

### **In this Agreement**

- 1.1 “Academic Degree Granting Program” refers to a course leading to an academic credential, a degree, or diploma, or certificate conferred by Senate. For greater certainty, this does not mean or include non-credit courses.
- 1.2 “Academic Unit” means one of the listed Departments or Schools of Acadia University.
- 1.3 “Academic Vice-President” means the Vice-President (Academic) of Acadia.
- 1.4 “Academic Year” means the period from July 1 to June 30 of the following calendar year inclusive of both dates.
- 1.5 “Anonymous Material” referred to in this agreement does not include formal course evaluations by students.
- 1.6 “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 4914.

- 1.7 “Board” means the Governors of Acadia University, a body corporate, created by the Laws of Nova Scotia.
- 1.8 “Dean” means the Dean of a Faculty, or where the context so requires, the University Librarian.
- 1.9 “Employee” when printed with an initial upper case letter, shall mean a member of the bargaining unit with full responsibility to teach credit courses pursuant to the Certification Order and who is a part-time employee paid by the University.
- 1.10 “Employer” when printed with an initial upper case letter, shall mean the Board of Governors of Acadia University, a body corporate, created by the Laws of Nova Scotia.
- 1.11 “Faculties” refers to the Faculty of Arts, Faculty of Professional Studies, Faculty of Pure and Applied Science.
- 1.12 “Head” means the Head of a Department in the Faculty of Arts, Faculty of Professional Studies, Faculty of Pure and Applied Science, or the Program Sector Head in the Library. In the implementation of the relevant Articles of this agreement, in the case of Schools substitute “Director” for “Head”.
- 1.13 “Parties” means the Board and the Association.

1.14 “President” means the President of Acadia.

1.15 “University” means Acadia University

1.16 Throughout this Agreement the use of the feminine pronoun shall be considered to include the masculine and the plural includes the singular, and vice-versa as the context may require.

## **Article 2 – Management Rights**

2.1 Subject to the provisions of this agreement, the Association acknowledges that it is:

2.11 a function of the Board to hire and promote Employees; and

2.12 the right of the Board to discipline, suspend or discharge Employees for cause.

2.2 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 – Union Recognition**

- 3.1 The Employer recognizes the Association as the exclusive bargaining agent for certain Employees of Acadia University as defined by the certification order #4914 of the Nova Scotia Labour Relations Board. The certification order is attached to this Agreement as Appendix B.



## **Article 4 – No Discrimination**

- 4.1 The Employer and the Association 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) practiced against any Employee in accordance with the *Nova Scotia Human Rights Act*.

## **Article 5 – Union Membership**

- 5.1 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 dues to the Association.
- 5.2 The Employer shall deduct dues as assessed by the Association from the salaries of all Employees on a continuing basis.
- 5.3 The Employer shall, once in every month during the life of this Agreement, remit the dues deducted in Accordance with Article 5.2 to the Association no later than the 15<sup>th</sup> day of the following month.
- 5.4 The Employer shall inform the Association monthly of the names, job title or identifier of the Employees from whose salaries deductions have been made and the amount so deducted from every Employee's salary.
- 5.5 At the commencement of this Agreement, the Association shall advise the Employer in writing of the amount of its regular membership dues. Thereafter, the Association shall advise the Employer in writing of any changes in the amount of the regular membership dues and the Employer 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.

5.6 The Association agrees and shall indemnify and save harmless the Employer from any liability or action of any kind that may arise out of deductions made from the pay of any Employee pursuant to Article 5.2.

5.7 Articles 5.2, 5.3-5.5, 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 Employer shall have one month from the end of the strike or lock-out to reinstate these Articles.

## **Article 6 – Correspondence**

- 6.1 Copies of all correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Vice-President (Academic) of the University or his designate and the Recording Secretary of the Association.
- 6.2 The Association shall provide, whenever there are changes but at least annually, to the Employer, in writing, the names and position titles of its officers.

## **Article 7 – Copies of the Agreement**

- 7.1           The Employer will provide each Employee with a copy of this Agreement along with his or her initial appointment and within a reasonable time after a new Collective Agreement is printed.

## **Article 8 – Labour / Management Committee**

- 8.1 The Employer and the Association will establish an Employer-Association Committee made up of not more than two representatives appointed by the Association (who shall be employees of Acadia University) and two representatives appointed by the Employer. A representative of the Employer and a representative of the Association shall be designated as joint Chairpersons and shall alternate in presiding over the meetings. It is understood that the Committee may invite other persons to any of its meetings, provided that there is agreement in advance of all members of the Committee that such additional person(s) be present.
- 8.2 The Committee shall attempt to foster good communication and effective working relationships between the Parties and a spirit of cooperation and goodwill within the University. The Committee will be a forum for either Party to raise and discuss operational concerns which bear upon Employees. The Committee shall not substitute for, nor interfere with, regular procedure (including grievance and arbitration) and decision-making mechanisms. The Committee shall not have the power to add to, modify or amend this Agreement.
- 8.3 The Employer-Association Committee will meet at the request of either Party at a mutually convenient time. The participation of Employees on this Committee shall not interfere with the Employee's teaching responsibilities.

## **Article 9 – No Strikes or Lock Outs**

9.1 It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the Nova Scotia Trade Union Act, unless all the requirements, conditions and limitations specified in the said Act are adhered to.

9.2 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 such access, if their request is approved by the Vice-President (Academic).

## **Article 10 – Discipline, Reprimand, Suspension and Discharge**

- 10.1 An Employee may only be disciplined, reprimanded, suspended or discharged for just cause.
- 10.2 In this article “dismissal” means the termination of employment. Failure to renew a contract does not constitute dismissal.
- 10.3 “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.
- 10.4 In cases where discipline, reprimand, suspension or dismissal of an Employee is being administered, the following procedures shall apply:
- 10.4.1 Employees shall be notified in person or in writing of the form and reasons for the discipline.
  - 10.4.2 If notification is in writing, a copy shall be sent to the Association.
  - 10.4.3 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.



- 10.5 Whenever reasonably possible, the notifications under Article 10.4 shall come directly from the Dean or the Director of Continuing and Distance Education or the Vice-President (Academic) (or his or her designate).
- 10.6 Any documented disciplinary action by the Employer is subject to the grievance procedure.
- 10.7 Notwithstanding Article 10.1, 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 according to Articles 11 and 12.

## Article 11 – Grievance Procedure

11.1 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.

11.2 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 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.

11.3 To initiate a grievance, for reasons other than discharge, it must be filed, in writing, with the Employer at Step 1 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, within seven (7) calendar days immediately following the discharge.

11.4 The steps and time limits provided in the grievance procedure, identified throughout Article 11, 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.

11.4.1 If a grievance is not processed by the Association in compliance with the required steps and time limits, the Association shall be deemed to have withdrawn and abandoned the grievance. No matter can be submitted to arbitration which has not been carried through all the steps of the grievance procedure.

11.4.2 Where no response is given by the Employer within the time limits specified, the Employer shall be deemed to have given a negative response completing that stage of the grievance process and the Association may submit the grievance to the next step of the grievance procedure.

11.5 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.

11.6 **Step 1**

An Employee may initiate a grievance at Step 1 provided he/she file 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, or his/her designate, with copies to the Director, Human Resources. The written grievance must include the following:

11.6.1 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;

11.6.2 reference to the articles of the Agreement which are alleged to have been breached;

11.6.3 the remedy suggested;

11.6.4 the signature of the Employee, the Association grievance officer and the date that the grievance was signed.

The appropriate Dean/Director or her/his designate may arrange a meeting with the Employee. The Dean/Director 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 will forward her/his decision in writing, to the Association, within fourteen (14) calendar days of the day on which the grievance was presented to her/him. 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/Director or her/his designate has forwarded her/his 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 her/his designate. The Association shall include the written grievance and copies of all material generated at Step 1.

The Vice-President (Academic), or her/his designate, shall convene a meeting with the grievor and a representative of the Association, to discuss the grievance, she/he shall give her/his 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 her/his designate has forwarded her/his decision, in writing, to the Association or when the Employer is deemed to have provided a negative response to the grievance.

## **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 agreed 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 agreed to the grievance.

## Article 12 – Arbitration

12.1 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. 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.

12.2 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 she/he 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.

- 12.3 A single arbitrator may be appointed by mutual agreement between the Parties.
- 12.4 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.
- 12.5 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.
- 12.6 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.



## **Article 13 – Evaluations**

- 13.1 Employees shall conduct a course evaluation of each course they instruct. 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 of six-hour credit 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
- 13.2 Employees shall use the current digital or scannable course evaluation form designated by the University (Appendix C1). An academic unit or the Division of Continuing and Distance Education may require an additional evaluation form (Appendix C2 as a sample). 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.
- 13.3 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 the end of final examinations.  
The evaluations shall be discussed with the Employee.

13.4 The Employee and the Dean shall retain the Summary Data Sheets. The course evaluation data aggregated at the Department, School, Faculty or University level shall be made available to the Dean.

## **Article 14 – Postings and Hirings**

- 14.1 When the Employer determines that a credit course assignment is available to this bargaining unit, the assignment shall then be posted and may also be concurrently advertised elsewhere.
- 14.2 Opportunities to teach credit courses on a part-time basis will be posted on the Human Resources website and 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 Secretary of the Association.
- 14.3 Applications in response to postings shall be submitted in writing.
- 14.4 14.4.1 In the event of an emergency or if a vacancy occurs within 3 weeks of the start date of the position, the Employer will address the assignment giving consideration to Article 14.5.
- 14.4.2 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.
- 14.5 Persons considered for a posted position shall have precedence for appointment based on the number and type of credit courses previously taught at Acadia on a part-time basis, providing they meet all the qualifications and requirements for the position according to the job posting. In the event that more than one applicant meets the requirements and has equal qualifications under this provision, the final

recommendation for appointment shall be made on the basis of precedence by the Director of Continuing and Distance Education or the Dean as recommended by the academic unit.

14.6 All offers of employment are conditional.

14.6.1 However, 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 year

14.7 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, as soon as possible after receipt of the academic work assignment letters, whether or not they accept the position.

14.7.1 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.

14.8 By July 31 in each year the Employer shall provide to the Association a precedence list, updated to June 30 of that year.

14.9 An Employee shall be on probation until she has satisfactorily taught part time the equivalent of twelve (12) credit hours at Acadia University extending over two (2) consecutive academic years.

Following the successful completion of the probationary period, an Employee shall be placed on the precedence list.

14.10 Precedence ceases to apply if:

14.10.1 a person has been dismissed and not reinstated under Article 10.

14.10.2 If an individual has not taught a credit course at Acadia within the last three (3) years.

14.10.3 A person has received unsatisfactory evaluations in accordance with Article 13 for 2 (two) of 3 (three) consecutive and/or concurrent appointments.

14.11 Precedence at Acadia shall be earned and calculated on a go forward basis, commencing three (3) years prior to the date of signing of this Agreement.

14.11.1 Employees with this precedence may apply until May 01, 2003 for recognition of prior Acadia experience that meets the terms of Appendix B.

14.11.2 Such application must be accompanied by a signed letter and curriculum vitae indicating a complete record of all Acadia employment history and should include verifiable evidence of such employment, such as a letter of appointment by the President, or a DCDE contract, or an official record of marks, or an official letter from the Department Head or Director documenting courses taught.

14.11.3 Applications must be forwarded to the Labour/Management Committee which shall determine the applicable precedence based on verifiable evidence. Any award of precedence must be made by a majority decision of the committee.

14.11.4 Decisions of the Labour/Management committee are final and binding on the Parties and are not grievable or arbitrable.

14.11.5 Precedence lists will be updated to reflect these determinations.

14.12 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.

## **Article 15 – Personnel File**

- 15.1 The personnel file of an Employee shall be maintained in either the Office of the President or the Director of 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 her/his personnel file in a private setting. The examination shall be carried out in the presence of a person designated by either the Vice-President (Academic) or the Director of Continuing 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 her/his file.
- 15.2 The Employer agrees that only documents relating to an Employee's performance conduct or behaviour, which have been placed in the Employee's 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.

## **Article 16 – Academic Freedom & Responsibilities**

- 16.1 Academic freedom includes the freedom of Employees to express and uphold opinions without incumbrance with regard to teaching at Acadia University.
- 16.2 Employees shall abide by the course description as determined by the Senate and the course format, teaching materials, contents and methods of delivery as may be determined by the academic unit or the Division of Continuing and Distance Education.
- 16.3 The right to academic freedom carries with it the duty to use that freedom in a responsible way, with due regard to the rights of others and due concern for the duties appropriate to the placement. Academic freedom does not diminish the obligation of Employees to meet the duties and responsibilities of their assignment.
- 16.4 It is understood that an Employee’s responsibilities as a teacher extend beyond the classroom to include course-related student advising, supervision of tests and examinations, evaluation of student performance and grading.
- 16.4.1 Employees shall comply with all procedures and deadlines approved by the Senate concerning the reporting and reviewing of the grades of their students and 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.

16.4.2 Employees shall complete their duties as examiners within seven calendar days of each examination unless prior arrangement is made with the department and the Registrar.

16.5 Employees shall comply with the deadlines and procedures established by the Employer.

16.6 Employees shall prepare and organize their subject matter and revise that subject matter as appropriate.

16.7 Employees shall 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.

16.8 Employees shall meet each class personally (with the exception of discussion groups and situations indicated in this article) and be present for the full classroom period. In regard to distance education courses Employees shall respond to student inquiries by mail, fax, phone or e-mail and return assignments within seven (7) working days.

16.9 Employees shall inform students of the bases of evaluation and methods of instruction indicating 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.

- 16.10 Employees shall maintain their competency within their discipline.
  
- 16.11 Employees working with the Division of Continuing and Distance Education shall comply with the provisions of Article 16 except as modified as follows:
  - 16.11.1 Employees will teach a course with only minor revisions where necessary. Any major changes to a course must be approved by the Director, Division of Continuing and Distance Education, and the Director/Head of department.
  
  - 16.11.2 For distance learning courses, examinations are by an external proctor.
  
  - 16.11.3 Specific requirements for duties other than the course for which the Employee is being contracted shall be articulated on the teaching contract as applicable.
  
  - 16.11.4 The Division of Continuing and Distance Education shall manage its course evaluation process (Article 13), reporting the evaluations to the Head of the appropriate department who shall forward them to the Employee according to Article 13.

## **Article 17 – Office Space and Facilities**

- 17.1 Recognizing the severe space limitations facing the University, the Employer will endeavour to provide Employees teaching on-campus courses with the use of appropriately furnished shared office space. Similarly, office facilities, services and equipment shall be provided by the Employer for the performance of Employees' duties and responsibilities.
- 17.2 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 date.

## **Article 18 – Health & Safety**

18.1 The Parties agree that the health and safety of Employees is their mutual concern and responsibility. The Parties agree that they shall cooperate in promoting the health and safety of Employees at the University and in effecting compliance with the Nova Scotia Occupational Health and Safety Act.

## **Article 19 – Leave of Absence**

- 19.1           The Employer agrees that if an Employee has to miss one or two classes per term because of illness or a death in the family, there will be no deduction of pay from their remuneration provided that the Employee ensures that all course material will be covered by the end of the term. The Employee will notify the department in advance with as much notice as possible of any absence.
- 19.2           If an Employee misses more than two classes per term without authorization, except as outlined in 19.1, she will be deemed to have resigned as of the last date worked.
- 19.3           Upon written request, supported by a copy of the summons, an Employee who is absent for one to two classes per term because of jury duty will suffer no loss of pay for classes missed. The Employee shall ensure that all course material will be covered by the end of the semester. Jury duty extending beyond two classes will be granted as leave without pay.

## **Article 20 – Vacations**

- 20.1 In lieu of time off with pay, all vacation entitlement is included in the Employee's stipend as defined in Appendix "A".

## **Article 21 – Compensation**

- 21.1 The Employer shall pay Employees in accordance with Appendix “A” attached hereto.
- 21.2 Professional Development Fund
- 21.2.1 The Employer shall establish a Professional Development Fund of up to \$1,000 per year. This fund shall be administered by a committee of the Deans and the Director of Distance and Continuing Education.
- 21.2.2 Applications must be made by the Employee through the Department Head to the Dean or the Director of Distance and Continuing Education.
- 21.2.3 The fund may be used for the support of any type of professional development activity approved by the department and the Dean or the Director of Distance and Continuing Education.
- 21.3 Employees’ participation in the Acadia University Pension Plan shall be determined by the regulations of the plan.

## **Article 22 - Intellectual Property**

22.1 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.

22.2 Members 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 members have negotiated otherwise with the Vice-President, Academic and Research or his/her representative.,



**Article 23 – Term of Agreement**

23.1 This Collective Agreement shall be for the term commencing on Sept 01, 2002 and expiring June 30, 2003.

In witness whereof the Parties have signed this Collective Agreement at Wolfville, Nova Scotia this 3<sup>rd</sup> day of December, 2002.

Acadia University Faculty Association

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Acadia University

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**Appendix A**

**Stipend Table**

	<b>Year 1</b>
Per Course (*)	\$ 7,200
Correspondence Course (**)	\$340
Hourly Rate (***)	\$41

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. \*\* \*This hourly paid stipend applies only to Employees who teach in the School of Music.
5. All the above payments are inclusive of vacation pay.

IN THE MATTER of the Trade Union Act of Nova Scotia, and

IN THE MATTER of Acadia University Faculty Association Applicant  
Acadia University  
Wolfville NS BOP

-and-

The Board of Governors of Acadia University Respondent  
Acadia University  
Wolfville NS BOP 1XO

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on April 9, 2001, for Certification of the Applicant as bargaining agent pursuant to the Trade Union Act;

AND the Board having conducted a vote on April 12, 2001, in accordance with Section 25(1) of the Trade Union Act;

AND the Application having been contested by the Respondent;

AND the Chair of the Labour Relations Board (Nova Scotia) having held a pre-hearing conference call with the parties on May 23, 2001;

AND the Board having scheduled hearings for June 26, August 21 and August 22, 2001, but not held;

AND the Board having been satisfied that forty percent or more of the employees in an appropriate Bargaining Unit are members in good standing of the Applicant in accordance with Section 23(1) of the Trade Union Act and Regulation 10 governing procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate, cast ballots in favour of the Applicant Trade Union;

THEREFORE the Labour Relations Board (Nova Scotia) does hereby certify the Acadia University Faculty Association, Wolfville, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all part-time academic *staff* employed by the Board of Governors of Acadia University of Wolfville, Nova Scotia, pursuant to a letter of appointment from the President or a contract with the Division of Continuing and Distance Education, who provide instruction in at least one university degree credit course, excluding:

1. the President, Vice Presidents, Deans, Provost, Directors, the Chaplain, and members of the Acadia University Professional, Administrative and Technical Staff ("AUPAT~) who act in a managerial capacity within the meaning of paragraph (a) of subsection 2 of section 2 of the Trade Union Act chapter 475 of the Revised Statutes of Nova Scotia;
2. persons on leave from, or on secondment from, another university, institution, agency or other employer including those holding adjunct, associate, honorary, post-retirement, visiting teaching, or research appointments, or other similar relationships with Acadia University, unless such persons receive remuneration from Acadia University to teach;
3. positions covered by an existing collective agreement between the Board of Governors of Acadia University and any trade union;
4. persons engaged by reason of professional status or unique qualifications or give occasional or guest lectures or seminars, making up part of a course offered for credit in an academic degree program of Acadia University;
5. post-doctoral fellows engaged in teaching to the extent that such teaching is a requirement of their fellowship, and graduate students engaged in teaching, to the extent that such teaching is a requirement of a scholarship from an external source;
6. teaching assistants;

7. coaches in sports programs; and
8. persons excluded by paragraphs (a) and (b) of subsection 2 of section 2 of the Trade Union Act chapter 475 of the Revised Statutes of Nova Scotia.

For clarity (1) the bargaining unit does not include employees of Divinity College (2) the exclusion in paragraph 4 includes positions such as the International Peacekeeping Adviser, the IT Adviser, the Wellness Adviser, the Artist-in-Residence, the Writer-in-Residence and other similar positions.

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) ON THIS TWENTY SIXTH (26th) DAY OF JUNE 2001, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.

Gary D. Ross  
Chief Executive Office

## **Appendix C1: Course Evaluation Form**

### **COURSE EVALUATION CORE ITEMS**

Rating Scale: Very Poor (1), Poor (2), Average (3), Good (4), Very Good (5)

#### **Items**

Overall, how do you rate this course?

Overall, how do you rate this instructor?



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**

strongly disagree  $\longleftrightarrow$  strongly agree

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**

strongly disagree  $\longleftrightarrow$  strongly agree

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. 1 2 3 4 5 N/A

Comments:

**Correspondence /Internet/Video /CD Rom Materials**

strongly disagree ←→ strongly agree

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**

strongly disagree ←→ strongly agree

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
- 35-45
- 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:**

Oct 17/02

**Letter of Understanding 1**

The Employer will pay a signing bonus of \$250 for each Employee who had a signed contract with the Employer for employment as defined by Appendix B during the period May 01, 2002 to the date of signing.

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M.L. Leiter  
V.P. Academic

Oct 17/02

**Letter of Understanding 2**

As a pilot project the Dean or Director of DCDE shall authorize a notebook computer for each Employee teaching an on-campus course in which there is a demonstrable requirement for the computer in the delivery of the curriculum.

This understanding will expire June 30, 2003.

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M.P. Leiter  
V.P. Academic