

2nd.

COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNORS OF ACADIA UNIVERSITY

AND

THE ACADIA UNIVERSITY FACULTY ASSOCIATION

~~1979-80-81~~

1978-80

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T A B L E O F C O N T E N T S

(2)

- APPENDIX "A" BALLOT RE ARTICLES 12.21 (e)(i) and 16.02 (a).
APPENDIX "B" BALLOT RE ARTICLE 12.45 (f).
APPENDIX "D" BALLOT RE ARTICLE 18.46.

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 co-operation 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 July 1 to the following June 30 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 President means the President of Acadia.
- 1.15 Senate means the Senate of Acadia as specified by the Laws of Nova Scotia.
- 1.16 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 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 or of Article 24.100, employees

- (a) shall meet each class personally and be present for the full classroom period and
- (b) shall be available for consultation by students at regular and stated times
- (c) shall not absent themselves from the University before the last day of an examining period, nor before the May Convocation except with the written approval of the Head of the Department.

5.21 On the recommendation of the employee giving the course the Head of the Department may occasionally delegate lecturing duties in the course to others, for example graduate students or teaching assistants.

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.
- 7.30 The Board shall provide to the Association copies of the agenda of meetings of the Board and its Executive Committee, and shall provide a report giving the minuted decisions of these meetings, with the names of movers and seconders deleted, after the minutes have been approved.

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 In return for payment at stipulated rates, where appropriate, the Board shall make available to the Association the University duplicating services, computing facilities, audio-visual equipment, mailing labels of members of the Association, and the like.
- 8.40 The Board shall arrange a courtesy account for the use of the Association. Charges incurred by the Association shall be debited to this account and the Association agrees to abide by the accounting procedure laid down by the Board.
- 8.50 Employees of the Association shall be treated as if they were in the employ of the Board so far as access to 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. Material held confidential shall be held in the President's office and nowhere else; other material may also be held in the office of the Vice-President (Academic) and the appropriate Dean or Head.

9.20 Content of Personal File

An Employee's 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 Faculty to full-time Employees shall not be significantly increased without the agreement of the Association. The ratio of courses taught by part-time Faculty members to those taught by full-time employees shall not be significantly increased without the agreement of the Association.

10.11 A list of all part-time faculty members by name, Department and course load shall be provided to the Executive of the Association; in addition the overall salary total for these appointments shall be stated.

10.12 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.

10.21 Article 17.10 notwithstanding, any employee whose service began prior to July 1, 1979 whose birthday falls in the month of June shall have the right to continue his/her appointment with tenure until June 30 of the calendar year in which his/her sixty-sixth birthday falls.

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 for those whose service began prior to 1 June 1978, and three years for those beginning service on or after 1 June 1978. In the penultimate year 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.

For appointments dated 1 January 1979 or later an appointment for a contractually limited term shall be either

- (a) a twelve month appointment covering one academic year, or
- (b) as replacement for a twelve month sabbaticant, a ten month sessional appointment from 1 August to 31 May; as replacement for a six-month sabbaticant, a five month sessional appointment from 1 August to 31 December or from 1 January to 31 May, or
- (c) a twenty-four month term appointment of which the first twelve months shall comprise replacement of a sabbaticant, and the second twelve months shall comprise foreseen replacement of an employee who has given written indication of intention to apply for sabbatical leave.
- (d) a twelve-month visiting appointment. Such an appointment may be renewed once only for a second twelve month term. Moreover, any employee who on 1 January 1979 holds a visiting appointment is eligible to apply for renewal of that appointment; notwithstanding Article 10.41 such a renewal shall be deemed to be the initial term of this class of appointment.

10.41 Such appointments shall not be used in substitution for probationary appointments but normally for such purposes as the filling of temporary positions and the bringing of distinguished academics to the University. Except with the agreement of both Parties, contractually limited term appointments covering the regular sessions of three successive academic years shall be deemed to comprise a first probationary appointment, and the employee shall be eligible for consideration for a second probationary appointment as provided for under the terms of Article 12.00.

10.42 Temporary replacements

In certain circumstances not otherwise provided for by this agreement, such as sickness, death, late resignation, the Board may act through its academic administrative appointees to fill vacancies in the faculty complement of Departments. Appointments so made shall be for a limited period not exceeding twelve months and the procedures laid down in this agreement shall be followed to the extent that is possible in the circumstances.

10.50 Procedures for appointments

10.51 Authority to recruit

Recruitment of staff, whether for new appointments or replacements, requires the authorization of the President.

10.52 Advertising

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

10.53 Procedures within the Department

- (a) Each Department shall have a Selection Committee elected by the Department from within the Department or where this is not possible from cognate Departments as determined by the members of the Department in which the vacant position exists. 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 in the first instance; further candidates may be interviewed on the approval of the President. 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.

10.53 (continued)

- (d) When two or more candidates are otherwise equal, the appointment of a Canadian candidate shall be recommended. 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. 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 Articles 12.70 and 12.90.
- 10.57 No candidate shall be appointed without adherence to the above procedures.
- 10.60 Mode of Appointments

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 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.

10.62 One copy of the letter of appointment shall be sent to the Head of Department, the Dean of the Faculty, the Vice-President (Academic), the Vice-President (Administration) and the President of the Faculty Association.

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 commitment 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 Articles 10.10 and 10.11
- 11.30 A part-time faculty member is an instructor appointed on a contractually limited basis to teach no more than one and one half-courses. Additional courses may be allocated only with the agreement of the Association.
- 11.40 With the exception of the above, only members of Faculty may teach.
- 11.50 The Board agrees that it will give first consideration to Employees when employing persons to teach courses in continuing education as defined in Article 17.60.
- 11.60 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 employees 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 in writing 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 or with tenure, including those on leave, shall be invited to meet to consider the candidate. Those unable to attend shall be invited to submit their views in writing. Every effort shall be made to ensure that meetings are called at times convenient to all eligible to participate.
- (e) The foregoing Department members shall consider the material presented. If any member of the Department committee wishes further clarification from the candidate, the latter shall be invited to appear before the committee. Thereafter a vote shall be taken, 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 there is not a majority 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 Chairman of the Review Committee by a deadline to be set by that Committee. By the same deadline, the Chairman of the Review Committee shall solicit the opinion of the Dean concerned.
- (g) In the case of a School, the Dean shall forward all relevant material including the ballots to the Chairman of the Review Committee by a Deadline to be set by that Committee.
- (h) A copy of the material and ballots indicated in (f) and (g) above with the names of individuals removed from the ballots, shall be sent to the candidate by the University Review Committee, before it considers the case.
- (i) If a Head 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.

12.30 University Review Committee

12.31 There shall be a University Review Committee which shall review the qualifications and performance of all employees 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. No elected member shall be eligible for re-election 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 on or before March 1.

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. The candidate shall be allowed to bring a faculty member of his/her choice to act in an advisory capacity. 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, minutes of each meeting 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 recommendation, it shall provide the candidate with detailed written information as to the 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.
- (h) Before forwarding a recommendation contrary to that of the Department the Committee shall inform the Department of its intention to do so, and shall allow seven working days for the Department to make an additional submission if it so chooses.

- 12.46 The University Review Committee shall, through its chairperson, make its recommendation known, in writing, to the Board through the President, with copies to the candidate, the Department and the Dean.
- 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.
- 12.55 After the President has informed the candidate of the Board's decision on tenure, and if the decision is positive, the candidate may nevertheless inform the President in writing that he/she rejects the benefits of tenure. The

President may then offer instead a three year appointment with unlimited possibility of renewal according to the procedures of this Article.

12.56 If an application for renewal of appointment, promotion or tenure is turned down, and grievance proceedings result, the Grievance Committee, if it decides to hear the case, shall be entitled to receive all documents including signed ballots from the University Review Committee, and shall make copies of these available to the grievor.

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.

12.70 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 except in the case of employees whose terms of appointment specify activities that differ from the responsibilities of most teaching faculty. The assessment of employees shall take due account of performance in the specified sphere of non-teaching activities, giving such performance the same relative emphasis as indicated in the terms of appointment. In these cases item (a) and item (e) shall consequently remain intact, while items (b), (c) and (d) shall be equally weighted.

12.80 Qualifications for Promotion

12.81 The qualification for promotion to Assistant Professor shall be the possession of a degree recognized as terminal in the field of study involved. According to whether this degree is granted before or after 31 December, such promotion shall become effective either the previous 1 July or the following 1 July. This degree 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 discipline. Such competence shall be demonstrated by significant contributions to the discipline through such channels as publications, special lectures, assignments, commissions or artistic performances.

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 shall normally include major 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 candidate's contribution to the development of the department, faculty or University.

(c) service to the wider community.

12.92 The above factors shall carry weight in the priority order stated except in the case of employees whose terms of appointment specify activities that differ from the responsibilities of most teaching faculty. The assessment of employees shall take due account of performance in the specified sphere of non-teaching activities, giving such performance the same relative emphasis as indicated in the terms of appointment. In these cases item (a)(i) and item (c) shall consequently remain intact, while items (a)(ii), (a)(iii) and (b) shall be equally weighted.

12.93 Re-appointment after retirement age shall occur only after receiving support from two-thirds of the members of the applicant's Department with tenure or three or more years at Acadia. Such re-appointment shall be for twelve months. Further contract renewals are permissible, but must each time be preceded by a similar Departmental note, in which a 2/3 majority declares itself in favour.

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, with at least seven working days notice being given.

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 two relevant academic administrative appointees as advisors to the Board and two advisors selected by the Employee from faculty, all of whom shall be entitled to participate in the discussion.

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

- 14.23 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 working days of the intended meeting. 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 18.00 and 19.00 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. Such relief of duties shall not be considered to be suspension as described in Article 14.30.
- 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.

Article 15.00 Policies and Practices in Departments and Schools

15.10 Each department shall have a Head who represents the department to other areas of the University and works to achieve, in co-operation 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.

15.20 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.

15.30 Heads are responsible to the Dean of the Faculty for the efficient administration of their Departments, in accordance with the present agreement.

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

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

- (a) Initiate and formulate departmental academic policies and the planning and development of academic programmes. This shall be done in full consultation with the Department.
- (b) Supervise generally the programmes and progress of students in the Department.
- (c) Make known and carry out University policies as they effect 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 President and to the employee concerned, on the performance of the employee's duties. The report shall be discussed with the employee who shall have the right of written comment.
 - (f) Prepare, after consultation with the members of the Department, an allocation of teaching responsibilities. This consultation shall be made as early as possible. It 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) After consultation with Department members and with the agreement of the Dean, take necessary action to cancel courses or alter sections of courses as need arises.
 - (h) Prepare budget estimates for the departmental budget and submit these to the Dean.
 - (i) Administer the departmental budget as authorized.
 - (j) With due notice, call and chair meetings of the department at least once each term and 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 occasional absences.
- 15.51 Before exercising the foregoing responsibilities the Head shall, whenever it is possible to do so, carry out full prior consultation with all the members of the Department.
- 15.52 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.
- 15.60 In relation to Schools, the above Article, except for clause 15.52, shall be construed in the following way:
- (a) for Head substitute Dean.
 - (b) for Dean substitute Vice-President Academic.

Article 16.00 - Appointment and Review of Heads

16.01 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 16.02 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 continuous tenure of the position of Head. An exception can be made in the case of departments with four or fewer members. Years spent on sabbatical leave shall not be included in the three-year terms mentioned above, nor shall such leave be construed as interfering with continuity as Head. 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. This requirement may be waived if the department, by a majority vote, so requests and the Dean and Academic Vice-President concur.

In cases where the President has authorized an external as well as internal search, such a search is mandatory. In cases where the President rules that a search must be internal, then a meeting of the Department shall be called and chaired by the Dean. If a majority of the Department is in favour of an Acting Headship, and the Dean concurs, then the procedures of Article 16.10 and 16.11 apply; otherwise the procedures below apply. The retiring Head shall be eligible to apply for a further term.

16.01 (continued)

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 public 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 Search Committee shall have the right to recommend an Acting Headship but not in violation of Article 16.10, unless by agreement of both parties, and the provisions of Article 16.11 shall thereafter apply. Except in the case of Acting Headships, 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.

16.02 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 one year's service at Acadia, or with tenure, or with a probationary appointment, 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 commence the search procedure as described in Article 16.01.

16.03 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 the Search Committee defined in Article 16.01 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.

16.10 Acting Head

An Acting Head has the duties, responsibilities and remuneration of a Head. The period of appointment is for a maximum non-renewable term of one year. If an Acting Head is appointed Head the year following his or her appointment as Acting Head, this year shall count in the term of service as Head. A department shall not have more than three Acting Heads in succession.

16.11 Appointment of Acting Head

Having previously called for nominations the Dean shall call and chair a meeting of the Department, to elect an Acting Head by majority vote. The Dean shall forward the department's recommendation to the President for transmission to the Board.

16.12 When circumstances not otherwise envisaged by this agreement arise, or when a Head goes on leave for a period not exceeding one year, an Acting Head shall be appointed under the provisions of Article 16.11.

16.13 When a Head is granted leave of more than one year's duration he/she shall cease to be Head and a new Head shall be sought.

16.20 Decisions of the Board

If a recommendation for the appointment of a Head or Acting Head is rejected by the Board, the rejection shall be on the basis of proper academic grounds only.

Article 17.00 Working Conditions

- 17.10 Employee appointments, other than sessional appointments, shall be on a full-time basis from July 1 to June 30 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

17.41 (continued)

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

17.42 Each hour of a music studio or laboratory period or other regularly scheduled teaching which is supplementary to the classroom activity shall be considered to be equivalent to one-half hour of a classroom period. Employees must be present and teaching for the period for which they are claiming teaching 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 On written application to the President, with copies to the Head and Dean, and 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 referred 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 six members, three designated by the Association and three designated by the Board. After such designation, members of the committee are not "representing" a Party, but shall use their independent judgement in resolving cases. These persons shall select from among themselves a chairman who shall have a vote. The committee shall 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. Each grievance will be heard by four members of the committee, two from among those designated by the Association and two from among those designated by the Board. The three members designated by a Party shall determine which two will hear a grievance. The four members hearing a grievance shall render the decision specified in 18.52 and 18.53.
- 18.32 A quorum shall be the four members hearing a grievance, as specified in 18.31; except that in the absence of one of the members, he/she shall be replaced by the third member designated by the same Party. Where two of the three members designated by a Party are unavailable, that Party shall name a replacement or replacements within five calendar days of being notified by the chairperson of the Grievance Committee.
- 18.33 The Grievance Committee shall be constituted not later than thirty days following the execution of the 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 by an employee must be presented to the employee's Head (or, in the case of a school, the Dean) within 20 days of the employee's first learning of the event giving rise thereto. If the issue is not resolved to the satisfaction of the grievor after presentation to the Head within 5 working days, the grievance may then be presented

in writing to the Dean of Arts or Science as appropriate, or in the case of schools, the Vice-President Academic. The Dean/Vice-President Academic shall respond in writing to the grievor and Head or Dean of School as appropriate, within 5 working days outlining his efforts to resolve the issue 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 to the Grievance Committee within 20 calendar days of presentation of the complaint to the Dean (or Vice-President Academic, or President, as indicated by Articles 18.41 through 18.45 above). The grievor shall use form "D" appended to the Collective Agreement.
- 18.47 The Committee may within 5 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 ten working days. This time may be extended with the agreement of both Parties.
- 18.49 Once the Committee has announced its intention to hold a hearing, all material considered relevant by the Committee shall be available to it.
- 18.50 Once the Committee has announced its intention to hold a hearing, a grievance may be withdrawn only with the consent of a majority of the Committee.
- 18.51 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. There shall be no legal counsel present at the grievance proceedings.
- 18.52 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) except with the agreement of both Parties, within 60 calendar days after its initial hearing render a decision with detailed reasons for it. If a grievance is presented to the committee within 30 days of May convocation, the committee may decline to hear the case until the beginning of the next academic year;
 - (h) allow a report by the minority in the decision;
 - (i) establish by consensus any other procedural rules governing its activities not outlined above;
 - (j) strive to maintain confidentiality at all times;

- (k) make its report to the grievor, the Association, the Board and all persons named in the statement of the grievance and the report.
- 18.53 A unanimous decision of the Grievance Committee shall be final and binding.
- 18.54 If the Grievance Committee's decision is not unanimous the Association or the Board may proceed to arbitration.
- 18.55 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.
- 18.56 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.
- 18.57 Costs incurred by the Committee shall be shared jointly by both Parties.
- 18.58 Transcripts of Committee hearings and copies of all documents brought before the Committee shall be for the sole use of the Committee and shall remain in its possession.
- 18.60 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 18.53 and 19.00.
- 18.80 Continuity
- 18.81 Article 18.31 notwithstanding, the membership of the Grievance Committee in the process of hearing a particular grievance shall not change until its report is made, except with the consent of the grievor and the Parties.

Article 19.00 - Arbitration

- 19.10 No matter shall go to arbitration unless it has first been raised as a grievance and has not been finally disposed of by the Grievance Committee.
- 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. T. C. Bjerklund (U.N.B.- Forestry)
 2. Michael Cross (Dalhousie -History)
 3. H. W. King (Dalhousie-Engineering
Physics)
 4. Ed Maher (U.N.B. -Business
Administration)
 5. John Misick (Dalhousie -Business
Administration)
 6. J. J. MacDonald (St. F. X. -Chemistry)
 7. D. F. Rowan (U.N.B. -English)
 8. George Semeluk (U.N.B. -Chemistry)

- 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 Except with the consent of both Parties there shall be no lay-offs for redundancy during the life of the Agreement. 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 or with the consent of the Association leave the vacancy unfilled thereby reducing the total complement of employees by attrition.

Article 21.00 - Salaries for the Period June 1, 1978 to May 31, 1979

21.10 Base Salaries

For the period June 1, 1978 to May 31, 1979, all employees in the employ of the Board prior to May 31, 1978 shall receive a salary according to the following formula:

$$\begin{aligned} \text{New Salary} &= \text{Old Salary} + (\text{Percent} \times \text{Old Salary}) \\ &+ \frac{(\text{Mean salary of rank} - \text{Old Salary})}{6} \\ &+ \frac{(\text{Mean salary of age group rank} - \text{Old Salary})}{6} \end{aligned}$$

21.11 The following percentages are to be used in calculating salaries:

Lecturer	8.0%
Assistant Professor	7.5%
Associate Professor	7.0%
Professor	6.5%

The following age groups are used in calculating mean salary of age group rank:

<u>Age group</u>	<u>Lecturer</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
25-29	13,656	16,365		
30-34	15,962	17,673	21,106	
35-39	15,390	19,282	22,341	
40-44	19,615	20,031	24,067	27,677
45-49		20,473	23,333	30,485
50-54		21,023	24,892	30,756
55-59		22,430	24,780	29,870
60-		21,465	25,180	31,655

The following mean salaries are to be used as mean salary of rank:

Lecturer	15,646
Assistant Professor	19,208
Associate Professor	23,298
Professor	30,317

21.12 Notwithstanding the calculations above, no Employee shall receive less than the following increases:

Lecturer	\$1,000.
Assistant Professor	1,100.
Associate Professor	1,250.
Professor	1,400.

21.13 Salary Minima

For the period June 1, 1978 to May 31, 1979, the minimum salaries for each rank shall be:

Lecturer	\$14,000.
Assistant Professor	16,500.
Associate Professor	20,500.
Professor	26,000.

21.14 Salary upon Promotion

All Employees who received promotion in the period June 1, 1977 to May 31, 1978 shall have a salary for the period June 1, 1978 to May 31, 1979 which is the greatest of the following:

- a) Salary computed for the rank held before June 1, 1978
- or
- b) Minimum salary of the rank held after June 1, 1978
- or
- c) Old salary plus an increase depending on the rank held after June 1, 1978 to be

Assistant Professor	\$1,200.
Associate Professor	1,500.
Professor	1,800.

21.15 Sessional appointments

Those Employees on a first sessional appointment within the period June 1, 1978 to May 31, 1979, shall receive a salary no less than 9/12 of the salary minimum for their rank as found in Article 21.13.

Those Employees on a second sessional appointment for the period within June 1, 1978 to May 31, 1979, shall receive a salary computed according to Articles 21.10 and 21.11.

21.16 Retroactive Salary

Retroactive salary increases for Employees shall be disbursed within four weeks of the signing of this agreement.

21.20 Spring and Summer Sessions

An Employee who teaches a course in the 1978 Spring or Summer session shall receive \$2,300.00 for a full-credit course or \$1,150.00 for a half-credit course.

21.21 Extension Courses

An Employee who teaches an extension course during the 1978-79 year shall receive \$2,300.00 for a full-credit course or \$1,150.00 for a half-credit course.

21.22 Correspondence Courses

An Employee offering correspondence courses during the 1978-79 year will be entitled to a fee of \$150.00 for each full-credit course registrant and \$75.00 for each half-credit course registrant.

21.30 Stipend as Head

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

21.31 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;
- c) Upon ceasing to be Heads the foregoing administrative allowances shall terminate.

Article 22.00 Anonymous Material

Anonymous material shall not be used in the implementation of any article of this Agreement. The procedure described in Article 12.21 (h) shall not be held to be in contravention of this article.

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, 1978.

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 third 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 July 1 to June 30 for a full sabbatical and January 1 to June 30 or July 1 to December 31 for half sabbaticals. The salary for leaves shall be according to the following scale:

<u>Twelve month leaves</u>	
<u>Eligible Service</u> <u>(years)</u>	<u>Sabbatical Salary</u> <u>(percent)</u>
less than 6	12 1/2 per year
6	75
7	75
8	87 1/2
9	87 1/2
10 or more	100

<u>Six month leaves</u>	
<u>Eligible Service</u> <u>(years)</u>	<u>Sabbatical Salary</u> <u>(percent)</u>
3	50
4	66 2/3
5	83 1/3
6 or more	100

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 indicating in outlined form 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 The Board shall provide replacements to the extent of at least two thirds of the number of sabbaticants. 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 retain a year of seniority towards a subsequent sabbatical. Employees shall be notified by January 15 whether or not leave is to be granted and shall confirm acceptance of an offered leave by February 15.
- 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. No elected member shall be eligible for re-election to the Committee for a subsequent term until one year without service has lapsed. Elections shall take place annually on or before March 1.
- 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. Should an elected member of the committee decide to apply for leave that person shall be required to resign from the committee before submitting an application for leave; such a member shall be

replaced by a faculty member named by the committee and the chairman of the faculty nominating committee.

- 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 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.
- 24.22 Immediately following completion of sabbatical leave the recipient thereof is required to return to the University for a minimum of one year.
- 24.23 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 24.22 provided they reimburse the University for the sums expended under Article 24.11.
- 24.24 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 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 twelve weeks taken at the discretion of the Employee any time including the anticipated date of delivery. The length of the leave may be shortened by mutual agreement of the Employee and the Dean. In cases where complications arise from pregnancy, the Employee shall be entitled to sick leave as provided under Article 24.80.
- 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 The Board shall make funds available to cover the costs of making substitute arrangements satisfactory to the Dean and the Department for the loss of service due to maternity, adoption and sick leaves.
- 24.100 Vacations, Absences, Holidays
- 24.101 The employment year shall normally be from July 1 to the following June 30. 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.
- 24.102 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.
- 24.103 Employees are expected to spend the remainder of their time in scholarly activities.
- 24.104 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.
- 24.105 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.
- 24.106 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.
- 24.107 In all cases not covered by the provisions of this Article 24.100 to 24.106, arrangements shall require the approval of the Dean.

24.110 There shall be no leaves granted to employees other than those provided for in this Article.

24.120 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 for the period June 1, 1978 to May 31, 1979.

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 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

The current formula for application of insurance coverage as described in Section 1 of the Group Insurance Programme for Acadia University revised June, 1977 shall remain in force.

26.20 Extended Health Benefits

The provisions described in Section 2 of the Group Insurance Programme for Acadia University revised June, 1977 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, 1977 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 deductible 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) 100 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 annual budget information approved by the Board of Governors.
 - (b) Detailed budget information as provided to the Maritime Provinces Higher Education Commission.
 - (c) Departmental budget information using the format of the official University financial statements.
 - (d) A listing of all employees by name, age, rank, appointment status, date of initial appointment and salary.
- 28.20 The parties agree to continue the extant University standing committees on group insurances and on pensions.

The Board agrees to provide these standing committees with copies of the contracts involving group insurances and pensions and further agrees to provide these committees with any information necessary for the accomplishment of their duties.

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 co-operation 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;

30.31 (continued)

- (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 assest 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 The ad hoc committee on Patents and Copyrights shall be continued. 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. The committee shall report to the Parties by April 30, 1979.

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, 1978.
- 34.20 Notwithstanding any other provision of this Agreement, the Joint Committee for the Administration of this Agreement shall be responsible for making such ad hoc arrangements as are necessary to ensure an orderly transition to the provisions of this Agreement.

Article 35.00-Continuing Existing Practices

- 35.10 Those rights and duties of the Parties which have been openly observed during the three years prior to the execution of this Agreement, and have not been expressly modified hereby, shall continue.
- 35.20 Subject only to expressed changes nothing in this Agreement shall be construed so as to increase or diminish any rights or duties of Employees with respect to their terms and conditions of employment, nor to deny or diminish any existing rights, privileges or responsibilities of employees, individually or collectively, to participate directly in the formation and recommendation of policy within Acadia University and its component parts as these rights, privileges and responsibilities are provided for under established practices.
- 35.30 The Board shall maintain and support a library system at a level of staffing, collections and hours that will properly support the academic and research 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 Faculty Representatives on the Board of
Governors.

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

Such a Faculty member shall be governed by the Articles of this agreement and enjoy all of its rights and privileges.

Article 37.00 Appointment of Senior Academic Administrative Personnel

- 37.10 The parties note the undertaking of the Executive Committee of the Board of Governors at its meeting on 15 September 1978 to maintain unchanged for a period of three years from that date the "Guidelines for Procedures for the Selection of Senior Academic Administrative Personnel" as adopted by the Executive Committee on 30 November 1977.

The parties agree to abide by the Guidelines during the lifetime of this agreement. Notwithstanding the above the Board shall be entitled to amend the guidelines with the agreement of the Association.

Article 38.00 Joint Committee on Salary Information

38.10 The parties agree to establish a parity committee comprising two members nominated by each to study data on the salary position of Acadia and other Canadian Universities. The committee shall be formed within fourteen days of ratification of the agreement and shall meet at the call of either party. The parties further agree that the committee may in addition consider the University's ability to pay competitive salaries and render advice prior to the completion of the budgetary process. Such advice shall be provided by 1 March 1979 unless both parties agree to a later date. The committee shall determine its own procedures. A quorum shall comprise all four members.

Article 39.00 Non-autonomous Schools

39.10 In the implementation of the relevant articles of this Agreement, and in particular, without limiting the generality of the foregoing, in the implementation of Articles 10, 12, 15, 17, 18 and 24, in the case of Schools within Faculties, for Head substitute Director; Dean refers to the appropriate Dean of Faculty.

Article 40.00 - Salaries for the period June 1, 1979 to June 30, 1980.

- 40.10 Except by agreement between the Parties negotiations shall begin by April 1, 1979 in respect of salaries and fringe benefits for the period June 1, 1979 to June 30, 1980. All aspects of Articles 21 and 25 shall be included in these negotiations.
- 40.20 For this period the Board undertakes to provide an overall salary increase to employees which in total shall not be less than 7% of the total salary of these employees.
- 40.30 All employees appointed under Article 10.40 (b) shall receive a salary not less than ten twelfths or five twelfths, as is appropriate, of the minimum salary of the rank concerned.
- 40.40 If the Parties have failed to reach agreement by June 1, 1979 the following arbitration procedure shall be implemented:
- (a) each Party shall within five working days nominate one person; the two nominees shall meet and within five working days seek to agree upon an arbitrator.
 - (b) if the nominees are unable to agree within five working days of their first meeting then one of those named hereunder shall be selected by a drawing by lot.
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - (c) each Party shall submit a statement of all matters in issue to the Arbitrator and the other Party, within five working days of the appointment of the Arbitrator. The statement shall include the Party's final offer.
 - (d) each Party shall have the right to submit to the Arbitrator a further statement in rebuttal.

- 40.50 - the Arbitrator shall
- (a) give reasonable notice to the Parties of meetings.
 - (b) make available to both Parties all documents received by him/her.
 - (c) determine any additional procedures.
- 40.60 The Arbitrator's sole jurisdiction shall be to choose one of the final offers for implementation.
- 40.70 The Arbitrator's choice shall be final and binding upon both Parties.
- 40.80 The Arbitrator shall make known his/her decision within twenty working days of his/her appointment, unless such time is mutually extended by both Parties.
- 40.90 The costs of the Arbitration shall be shared equally by the Parties.

Article 41.00 - Academic Administrators

- 41.10 This article shall apply only to those academic administrators who hold academic rank, who would be members of the unit were it not for the fact that they hold administrative positions which exclude them from the unit, and who are not already covered by Article 36.00.
- 41.20 Promotion, Renewal and Tenure
The consideration of promotion, renewal and tenure of such academic administrators during their term of office shall be in accordance with Article 12.00 of this Agreement.
- 41.30 Entry and re-entry into the bargaining unit
All such academic administrators who have been teaching throughout their terms of office may enter or re-enter the unit upon completion of their terms of office.
- 41.40 Administrative Leaves
Such academic administrators shall not be eligible for sabbatical leave during their terms of office but may be granted administrative leaves on such terms as may be determined by the Board. Administrative leave may be taken either in the course of, or immediately following, their term of office and in the latter case shall not exceed one year's duration. If such an administrative leave is taken, no seniority towards a future sabbatical leave shall be carried into the unit on entering or re-entering it. If such an administrative leave is not taken, the service as academic administrator shall count as accrual for sabbatical leave which shall be considered under Article 24.00.
- 41.50 No employee shall be displaced from the unit by the entry or re-entry of former academic administrators. If there is no vacancy in the Department/School concerned, the additional allocation shall not be at the expense of another Department/School allocation. Nothing in this Article shall be construed as contravening Article 20.00.

Article 42.00 - Commencement and Duration of Agreement

42.10 Commencement

This agreement shall come into effect on June 1, 1978.

42.20 Duration of the Agreement

This agreement shall remain in effect until June 30, 1980.

APPENDIX "A"

BALLOT RE ARTICLES 12.21 (e)(i) and 16.02 (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 "D"

BALLOT RE ARTICLE 18.46

ACADIA UNIVERSITY

GRIEVANCE FORM

GRIEVOR' NAME: _____

DEPARTMENT: _____ PHONE NO: _____

HOME ADDRESS: _____ PHONE NO: _____

1. Nature of Dispute:

2. Section(s) of Agreement Violated:

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

4. Remedy Sought:

5. Result of Informal Stage of Settlement:

6. Signature of Grievor: _____ Date: _____
