

FOURTH  
COLLECTIVE AGREEMENT  
BETWEEN  
THE GOVERNORS OF ACADIA UNIVERSITY  
AND  
THE ACADIA UNIVERSITY FACULTY ASSOCIATION

1 JULY 1981 - 30 JUNE 1984

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

APPENDIX "A" BALLOT RE ARTICLE 16.02 (a).

APPENDIX "B" BALLOT RE ARTICLE 12.45 (f).

APPENDIX "C" BALLOT RE ARTICLE 18.56.



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 practised toward any employee or toward any person in the employ of the Board who is not a member of the bargaining unit (except as may be necessary for the correction of inequities by the implementation of affirmative action programs as may be agreed between the Parties and provided for in the Collective Agreement) 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, sexual orientation, 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.

Employees shall fully discharge their teaching responsibilities in the classrooms and laboratories and shall complete their duties as examiners within one week of each examination, excluding the holidays specified in this Agreement.

Without limiting the generality of the foregoing or of Article 24.110, employees:

- (a) shall meet each class personally and be present for the full classroom period;
- (b) shall fulfil academic regulations approved by Faculty and Senate;
- (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.

- 5.30 The Parties agree that a statement of Professional Ethics must be prepared. The statement will be prepared by a committee of the Association. The Association will invite one member of the academic administration to work with the committee. The statement should be prepared by 1 January 1982 and, on approval by both Parties, will be included in the Collective Agreement.

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 report listing appointments, renewals of appointment, promotions, leaves, and awards of tenure granted during the preceding academic year shall be provided to each employee by 1st September.
- 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 shall 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) all recommendations of the University Review Committee or its predecessors concerning renewal, promotion or tenure.
- (c) health records.
- (d) copies of correspondence with the Employee or made with the knowledge of the Employee.
- (e) copies of material reflecting professional development and achievements.
- (f) 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 consent of the Employee, shall upon request of the author be held confidential. Letters of reference and assessments sought without the consent of the Employee shall not be held confidential to the Employee.

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 the 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. The File shall not include any new confidential assessments by Deans and Department Heads.

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 or 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, the Grievance Committee and Arbitration Board shall have access to all personal file documents, including confidential material, which they decide are relevant to the issue under consideration.

Article 10.00 Appointments

- 10.10 With the exception of part-time faculty appointed under Article 24.16, 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, a list of individual salaries without identification of the recipient shall be given. It is understood that the classification "part-time Faculty members" does not include senior academic administrators.
- 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 Appointments

Probationary appointment means appointment without tenure to a tenure track position. A first probationary appointment shall be for a term of three years. During the course of this appointment the Faculty member shall be considered for a second probationary appointment, in accordance with the procedures given in Article 12.00.

10.31 A second probationary appointment shall be for a term of three years. 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.

10.32 Article 10.30 notwithstanding, an appointee to a tenure track position may be granted initial seniority towards the award of tenure as a condition of appointment, as specified in Article 10.70(f). Initial seniority may be of either one or two years.

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

10.40 Appointments for a contractually limited term.

Appointments for a contractually limited term shall be either:

- (a) for twelve, twenty-four, or thirty-six months, covering one, two, or three academic years respectively.
- (b) for a four and one-half month, nine-month, or twelve-month sessional appointment, to be used in replacement of an Employee on leave.

10.40 (continued)

- (c) for a twelve-month visiting appointment. Such an appointment may be renewed once only for a second twelve-month term. Such an appointment shall not be used in substitution of any other type of appointment but shall normally be used for bringing distinguished academics to the University.

Appointments made under 10.40 (a) are intended to provide flexibility in staffing at a time of uncertain student enrolment and financial constraint. These appointments may be used:

- (i) to meet staffing needs in Departments and Schools experiencing an increase in enrolment which may be of short duration.
- (ii) to provide interim assistance in Departments and Schools where staff complement may be reduced during declining enrolments of financial constraint.

The number of persons holding appointments under Article 10.40 (a) shall at no one time exceed eight.

- 10.41 Any of the departmental positions which have been filled by appointees under Article 10.40 (a) for five consecutive years shall be continued only as tenure-track positions, in which case the recruitment procedures as specified in Articles 10.52 and 10.53 shall be followed. The Director of the Centre of Leisure Studies is excluded from this provision.

An Employee who has served on contractually limited term appointments for five consecutive academic years, whose position is to become a tenure-track position, and who is the successful candidate for that position, shall be appointed with tenure.

An Employee who has served on contractually limited term appointments for less than five years and who is the successful candidate for a tenure-track position, shall receive seniority towards tenure for the number of years served.

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.

10.43 There shall be a Parity Committee composed of two members of the University Administration and two members elected by the Association to approve of the establishment of contractually limited term or temporary replacement positions but excluding sabbatical replacements. Such approval shall be by majority vote.

10.50 Procedures for Appointment

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 Vice-President (Academic) 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.
- (c) All tenure-track positions shall be advertised. However, where a Department or School wishes to retain for a further contractually limited appointment the services of an Employee whose contractually limited appointment is about to expire, no advertisement is necessary if two-thirds of the Department or School are in favour of retaining the Employee, provided that an authorized vacancy still exists and provided that the condition of Article 10.41 is not violated.

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) With reference to the criteria in Article 10.60, and in consultation with the Department, the Selection Committee shall establish a short list of candidates 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, Vice-President (Academic) 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. Each candidate shall meet the Dean or his/her delegate, and either the President or the Vice-President (Academic). Whenever possible all members of the Department or School shall have an opportunity to meet with the candidates, each of whom shall, whenever possible, deliver a lecture or participate in a seminar involving students.
- (d) The Selection Committee shall make a recommendation to the Department that a specific candidate be appointed with a rationale for the candidate's suitability in relation to the other applicants, and with reference to the criteria in Article 10.60. 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 any special conditions of appointment. The Committee may recommend an appropriate rank and suggest a salary. The remaining candidates on the short list shall be listed by the Department in order of priority.

10.53 (continued)

(e) There shall be a University Appointments Committee, consisting of two elected members of the Association and two members of the University Administration, to scrutinize all appointments to ensure that they have been made in conformity with the terms of this contract.

10.54 The recommendation of the Selection Committee shall be forwarded to the President with copies to the Vice-President (Academic), and the Dean.

10.55 The President or Vice-President (Academic) may request the Department to reconsider the proposed appointment, giving reasons for the request. Following this reconsideration, in instances where it is requested, the recommendation(s) of the Committee shall be forwarded to the Board for its action.

10.56 A Presidential recommendation to the Board to reject the recommendation from a Department shall be only on proper academic grounds on the basis of the academic criteria set out in Article 10.60.

10.60 Criteria for Appointment

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

- (a) academic qualifications, i.e. earned degrees, diplomas, and the like.
- (b) previous performance as a teacher and lecturer in similar institutions. Both qualitative and quantitative aspects shall be considered, with the latter including such factors as the number of years in the present rank and supervision of Honours students, and graduate students.
- (c) creative activity including but not limited to research activity and publications.
- (d) previous contribution to the development of a department or faculty at a similar institution.

10.61 (continued)

(e) contributions to the employee's discipline or profession including but not limited to service or activities in professional organizations, service programmes, and the like.

(f) service to the wider community.

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

10.70 Mode of Appointments

The President shall provide to each new 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 10.12 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) special conditions, if any, including initial seniority in rank, or initial seniority toward award of tenure or sabbatical leave, or an emphasis on the criteria for appointment, promotion, renewal and tenure should these differ from the requirements for most teaching faculty.

(g) Appointments normally begin on 1 July, but they may become effective on other dates; if so, employees shall enjoy all appropriate benefits from the date of appointment, but seniority towards renewal, tenure, promotion and sabbatical leave shall begin from 1 July following the commencement of employment.



10.71 Each letter offering an 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.

10.72 One copy of the letter of appointment shall be sent to the Head of the Department, the Dean of the Faculty, the Vice-President (Academic), the Vice-President (Administration), the President of the Faculty Association, and the Chairman of the University Appointments Committee, Article 10.53(e).

10.73 If the recommendation from the Department is overturned by the Board, it shall be only on proper academic grounds on the basis of the academic criteria set out in Article 10.60.

10.80 Adherence to Procedures

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

10.90 Schools

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

(a) for Head substitute Dean.

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

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 two full 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 and 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 1 November of the academic year during which the appointment terminates.

(b) Promotion

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

(c) Tenure

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

12.20 Department Procedure

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

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

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

(ii) any other relevant written material which he/she wishes to be considered.

(b) 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.

12.21 (continued)

- (c) All full-time 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 a letter which shall be read at the meeting. Every effort shall be made to ensure that meetings are called at times convenient to all eligible to participate, but failure to participate within stated and reasonable time limits shall not be allowed to impede the departmental process.
- (d) The foregoing Department members shall consider the material presented. In considering the material presented, Department members shall refer to the appropriate criteria and the Employee's letter of appointment and/or current responsibilities. 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. The members of the Department may vote "Yes" or "No", or indicate "abstention", they may not refuse to participate in the process of evaluation and recommendation.
- (e) If a majority of the eligible Department members does not favour the renewal, promotion or tenure, 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 preparation of the statement referred to in Article 12.21(f).
- (f) The Head shall prepare a statement summarizing the opinions expressed at the meeting and incorporating the substance of opinions written by those unable to attend. The outcome of the vote shall be stated. All eligible members of the Department who were present at the meeting shall sign the statement indicating that it is an accurate summary of all the opinions expressed. The statement, together with the candidate's curriculum vitae and all the relevant documents, shall then be forwarded to the University Review Committee. The Dean shall submit his/her comments on the candidate, prepared independently from the assessment made by the Department, directly to the University Review Committee.

12.21 (continued)

- (g) When the University Review Committee has received from the Dean and the Department Head the documents and their comments, it shall so inform the candidate. If, pursuant to Articles 12.43 or 12.44, a hearing is to be conducted, the University Review Committee shall send copies of all the above-mentioned documents to the candidate. This shall be done at least five working days before the University Review Committee begins its reconsideration of the application.
- (h) 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) one faculty member appointed by the President.
- (ii) four members of faculty to be elected by the procedures of Article XIVD of the Faculty Constitution.

12.33 Should any 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 1 April.

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 the candidate's curriculum vitae, other documents provided by the candidate, the Departmental statement and the Dean's comments.

- 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. If the University Review Committee does not approve the candidate's application, then it must inform the candidate in writing and before any hearing, why the application was denied. The documentation shall include the University Review Committee's assessment of the candidate, stating reasons for denial based on the appropriate criteria and the candidate's letters of appointment.
- 12.44 If a majority of the eligible Department members does not favour the candidate, 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 except that written evidence only shall be received from persons outside 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

(d) (continued)

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. In this case any expenses incurred by the assessor chosen by the candidate shall be met 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.

(Article 12.00 is continued on page 29)

12.46 The University Review Committee shall through its chairperson make its recommendations known in writing, stating specific reasons based on the appropriate criteria and the candidate's letter of appointment. This report shall be presented to the Board through the President with copies to the candidate, the Department and the Dean.

12.47 An annual report which summarizes the activities of the University Review Committee shall be prepared by its chairperson and circulated to Faculty members. The report shall include but is not necessarily limited to the following statistics separately for each of tenure and promotion.

- (1) The number of applicants recommended by their department.
- (2) The number of applicants not recommended by their department.
- (3) The number of recommendations in (1) which were over-ruled by the University Review Committee.
- (4) The number of recommendations in (2) which were over-ruled by the University Review Committee.
- (5) The number from (3) who requested a hearing with the University Review Committee.
- (6) The number from (4) where other Department members requested a hearing with the University Review Committee.
- (7) The number from (5) where the University Review Committee reversed their original decision.
- (8) The number from (6) where the University Review Committee reversed their original decision.

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 Decision 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 15 December of the academic year during which the appointment terminates.
  - (b) Promotion  
No later than 31 March of the academic year in which the application for promotion is made.
  - (c) Tenure  
No later than 31 March 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 until retirement age 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

12.56 (continued)

receive all documents from the University Review Committee, and shall make copies of these available to the grievor.

12.60 Consideration for Promotion

12.61 An employee is eligible for consideration for promotion at any time. The normal time of service in a rank shall on the average be six years as an Assistant Professor and eight years as an Associate Professor.

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

12.70 Criteria for Promotion, Renewal and Tenure

12.71 The factors to be considered in assessing performance of a faculty member in relation to promotion, renewal and tenure 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) contributions to the employee's discipline or profession including, but not limited to, service or activities in professional organizations and service programs.

12.72 The assessment of employees shall take due account of performance in the specified spheres of teaching and non-teaching activities, giving such performance the same relative emphasis as indicated in the order stated in 12.71 unless stated otherwise in the candidate's letter of appointment or indicated by his/her current responsibilities.

12.80 Qualifications for Promotion

12.81 The qualifications 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 performance.

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

12.90 Re-appointment after Retirement Age

12.91 An Employee who has reached the age of retirement may, subject to the submission of a satisfactory medical certificate, be appointed for a four and one-half, nine or a twelve-month period at the rank held at the time of retirement, but the salary may be negotiated on an individual basis provided that it is not less than the pro-rata salary minimum for lecturers. Such appointments require approval of two-thirds of the members of the Department concerned. Further appointments are permissible on the same basis.

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 Vice-President (Academic)

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 31 March of the year during which such termination is to become effective. The Board reserves the right not to accept any resignations submitted after 31st March.
- 13.02 Employment may be terminated by mutual written agreement at any time.
- 13.03 Employees terminating a first appointment before the expiry of such appointment shall repay to the Board, on a pro rata basis, any moving expenses paid to them.

Article 14.00 Dismissals and Suspensions

14.10 Suspension

14.11 Suspension shall only be for just and proper cause.

14.12 The Board may by giving written notice through personal service, internal receipted mail or external registered mail, suspend employees from their University responsibilities.

14.13 Suspension notices must include

- (a) detailed reasons for the suspension and
- (b) the commencement date of the suspension.

14.14 While under suspension an Employee's salary and fringe benefits shall continue.

14.15 Employees wishing to contest their suspension must, within seven calendar days of receiving of notice of suspension, file a grievance directly to the Grievance Committee.

14.20 Dismissal

14.21 Dismissal shall be only for just and proper cause.

14.22 The Employee has the right to contest that dismissal.

14.23 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.

14.30 Hearings in Cases of Proposed Dismissal for Cause

14.31 When it is proposed that an Employee be dismissed for just and proper cause the President shall inform the Employee in writing 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.

14.32 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 those attending the meeting shall be entitled to participate in the discussion.

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

14.33 If for any reason the meeting provided for in 14.32 does not take place, or if no mutually satisfactory resolution of the situation is reached at the meeting, the Employee shall be given detailed written reasons for the proposed dismissal no later than seven working days after the meeting or the date of the meeting specified as per 14.31 should that meeting not take place. The statement of these reasons shall constitute the Board's case for dismissal of the Employee. Where applicable, and taking into account the protection of students, this statement shall include all names, places and dates of alleged incidents.

14.34 Article 19.10 notwithstanding, if the Employee wishes to bring the matter to Arbitration, notice in writing to this effect shall be given by the Employee to the President no later than 14 days from the receipt of the written reasons for the proposed dismissal.

14.35 Within five working days of the receipt by the President of the notice provided for in 14.34 above, the Parties shall meet and endeavour to select an Arbitrator. If the Parties are unable

14.35 (continued)

to agree upon a single Arbitrator within five working days, then an Arbitration Board shall be established as per Article 19.40 of this Agreement.

14.36 At the hearing convened by the Arbitration Board the Board of Governors' case shall be presented first. It shall consist of proof and elaboration of the reasons referred to in paragraph 14.33.

14.37 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 not be referred to the Grievance Committee.

14.38 The salary and benefits of the Employee shall continue at least until the Arbitrator or Arbitration Board has handed down a decision.

14.39 At his discretion the President may at the time of giving notice of the proposed dismissal referred to in paragraph 14.31 relieve the Employee of his or her duties. Such relief of duties shall not be considered to be suspension as described in Article 14.10, and salary and benefits shall continue as per 14.38 above.

14.40 All written communications between the Board and Employees in matters of suspension and dismissal shall be transmitted in the manner indicated in 14.12.

Article 15.00 Policies and Practices in Departments and Schools

- 15.10 Each department shall have a Head who represents the department in other areas of the University and works to achieve, in 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. If a Head has been advised by a Dean of a deficiency or an area of neglect, and no acceptable improvement does result, then the provision of Article 15.50(e) shall apply, with the appropriate substitution of Dean for Head.
- 15.40 The Head remains at all times a scholar for whom scholarly activity is a fundamental responsibility.
- 15.50 While generally responsible for communication, organization and administration within the Department, the Head shall exercise the following particular responsibilities:
- (a) Initiate and formulate departmental academic policies and the planning and development of academic programmes. This shall be done in full consultation with the Department.



15.50 (continued)

- (b) Supervise generally the programmes and progress of students in the Department.
- (c) Make known and carry out University policies as they affect the Department.
- (d) Advise members of the Department on their teaching, research and other responsibilities, and bring to the attention of colleagues concerned any reported neglect of such responsibilities.
- (e) In the instance where a member of the Department has been advised of a deficiency or an area of neglect without resulting in an acceptable improvement, the Head shall address the issue in a letter to the Department member concerned. A copy of that letter shall be submitted to the Dean. The employee has the right of a response which, if written, shall be appended to all copies of the letter. If the employee is a member of a School, the copy of the letter may be retained at the level of the Dean and need not be submitted to the Vice-President (Academic).
- (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 1 July 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.

15.50 (continued)

(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 and with the approval of the Department and Dean, his or her academic teaching load shall be reduced below the normal by one-half course or equivalent for departments of 4 to 6 full-time faculty members and by one full course for departments with 7 or more full-time faculty members.

15.60 In relation to Schools, the above Article, except for clause 15.52, or as otherwise stated in a specific clause, 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. 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 person distinguished in the discipline from another institution, chosen by the four persons mentioned above. This requirement may be waived if the department, by a majority vote, so requests and the Dean and Vice-President (Academic) concur.
- (e) One senior or graduate student from the Department concerned, to be elected by or under the auspices of the Students' Representative Council

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

16.01 (continued)

procedures below apply. The retiring Head shall be eligible to apply for a further term.

All members of the Department concerned shall have the opportunity to apply and to nominate others. After consultation with the members of the Department the Search Committee shall draw up a short list of not more than four candidates, and shall arrange for those on the short list to meet the members of the Department and if practicable present a public lecture. Thereafter the Search Committee shall give full consideration to the preferences of members 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.

If it should be determined that in the search for Head of Department, Dean or Director of School the following conditions are satisfied:

- (A) The President has authorized an internal search only;
- (B) There is only one candidate and he/she is eligible to serve;
- (C) All full-time members of the Department/School have indicated in writing to the Dean of Faculty/Vice-President (Academic) that they favour the sole candidate;

then the name of the Candidate shall be forwarded by the Dean of Faculty/Vice-President (Academic) to the President. Upon the receipt of this information the President shall process this recommendation as if it had come from a Search Committee.

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/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/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. The 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/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

16.03 (continued)

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 not more than one year, renewable only once. If an Acting Head is appointed Head the year following his/her appointment as Acting Head, the service 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 all members 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 arises, 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, or on the administrative performance of the candidate.

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 The Board shall make every effort to 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 10:00 p.m. Classes taught after 5:30 p.m. must have the consent of the Employee concerned.

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

17.40 Standard Teaching Load

17.41 The normal teaching load is three full-year credit courses or the equivalent per Employee. The parties recognize that teaching patterns vary appreciably from one academic discipline to another and that in consequence the teaching load in certain Departments and Schools may depart from this norm.

- 17.42 Each hour of a 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 and shall contribute to the traditional administrative work of the Department and of the University.
- 17.44 The supervision of advanced students shall be voluntary on the part of Employees. The University recognizes the value of Honours and Graduate programmes and the necessity for conscientious supervision of students writing theses in these programmes. Where the adjustment may be accommodated without increasing faculty complement, those Employees in a department who have the heaviest supervisory load may be granted an appropriate reduction in teaching load.
- 17.45 The President of the Association shall, on request, have his/her teaching load reduced by one course. If requested by the Department/School, the Board will provide the necessary funds to employ a replacement.
- 17.46 Where the Director of the Acadia University Institute is a member of the Association, he/she will have his/her teaching load reduced by one course.
- 17.60 Continuing Education
- 17.61 For the purposes of this article Continuing Education includes the teaching of courses in the Spring Session, Summer Session, Extension courses and Correspondence courses.
- 17.62 Courses offered in Continuing Education except those offered under Article 17.63 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 teaching of such courses.



- 17.63 Employees shall not be required to teach courses in Continuing Education. However, with the assent of the Employee, on the recommendation of the Head, and with the approval of the Dean and the Vice-President, an Employee may teach one Continuing Education course as part of a normal teaching load. In this case no additional stipend shall be paid to the employee, but travelling and other approved expenses will be paid as appropriate.
- 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. No Employee shall teach more than one full course in Continuing Education, in addition to normal teaching load, during the period 1st September to 30th April.
- 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 recommendation of the Head following consultation with the Department and written approval by the Dean, which shall be obtained prior to acceptance of the commitment.

- 17.73 Teaching commitments outside the University (excluding Spring and Summer Sessional) require the written approval of the President. Applications shall be made through the Head, with copies to the Dean and Vice-President (Academic). Such approval shall be obtained prior to acceptance of the commitment.
- 17.80 Research Assistance
- 17.81 Employees are expected to engage in research as part of their University duties and the Board will encourage research and other scholarly and creative endeavours as its resources and priorities permit.
- 17.82 Department secretaries and the staff of the Secretarial Pool will assist members of Faculty by typing research material whenever time is available, as determined by the Head. Such research material shall be submitted through the Head. Priority shall be given to normal departmental work such as typing of correspondence, reports, course materials, examinations and tests, departments records, reception work, and other regular recurring duties.
- 17.83 If research grants are not available to assist in the necessary costs incurred in the publication of research in professional journals the Board will attempt to meet requests for aid if the proposed publication has been accepted by a refereed journal.
- 17.90 Health, Safety and Security
- The Board recognizes its responsibilities 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.
- 17.91 The Parties agree that within 30 days of the signing of this Agreement, a Parity Committee having four members shall be established to examine the legal responsibilities of the Board with respect to the protection of health, safety, comfort and security by Employees on off-campus business.

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 (Academic).

Article 18.00 Grievance

- 18.10 The Parties will use every effort to encourage informal, amicable and prompt settlement of complaints and grievances arising from the administration of this Agreement. (See Article 30.23). However, the Parties recognize that one of the cornerstones of collective bargaining is a viable grievance procedure allowing for prompt and fair hearing of matters arising from the interpretation and application of the collective agreement. There shall be no discrimination, harassment or coercion of any kind against an Employee who elects to use these procedures.
- 18.11 Article 18.00 establishes a Grievance Committee and sets forth principles and procedures for its operation. The Parties agree that the mandate of the Grievance Committee is to resolve grievances arising from the administration of this Agreement and that, subject to the restriction that the Grievance Committee must adhere to the principles and procedures detailed hereunder, nothing in this Agreement shall be interpreted in such a way as to limit or imply a limitation upon the Grievance Committee in the exercise of its mandate.
- 18.12 Except as otherwise specified in this Agreement the procedures detailed hereunder shall be the sole method to be used for the resolution of complaints or grievances arising from the interpretation and application of this Agreement.
- 18.13 All pending or unsatisfied grievances brought to the attention of the Board by the Association prior to the execution of this Agreement shall be subject to the grievance and arbitration procedures of this Agreement.
- 18.20 Definition of "Grievance"

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

18.30 Who May Grieve

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

18.40 Grievance Committee

- 18.41 There shall be a standing Grievance Committee consisting of eight members: Four designated by the Association and four designated by the Board. After such designation, members of the Committee are not "representing" a party but shall use their independent judgement in resolving cases. The Grievance Committee shall serve for the life of this Agreement. Should a member of the Committee resign for any reason, the Party who designated that member shall designate a replacement to serve the remainder of the term. The eight members of the Grievance Committee will select from among themselves a permanent secretary, whose duty it will be to receive grievances and call meetings.
- 18.42 The Grievance Committee shall be constituted not later than 30 days following the execution of the Agreement by both Parties.
- 18.43 Each grievance will be heard by four members of the Committee, two from among those designated by the Board and two from among those designated by the Association. The four members designated by a Party shall determine which two shall hear a specific grievance. The four members designated to hear a grievance will select from among themselves a Chairman who shall have a vote.

- 18.44 A quorum shall be the four members hearing a grievance as specified in 18.43, except that if any member is absent that member shall be replaced by another member designated by the same Party.
- 18.45 If a member of the Grievance Committee has a conflict of interest in a particular case that member shall withdraw from hearing that case.

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

A person is deemed to have conflict of interest if that person was a party to an action out of which another person's grievance has arisen. 'Party to the action' means that the former had discharged a contractually required responsibility as a result of which a grievance was lodged.

A person is deemed to have a conflict of interest if that person is in either a supervisory or subordinate relation to someone who has lodged a grievance, or is directly associated with that person's performance of his responsibility to the University.

- 18.46 The four members hearing a grievance shall render the decision specified in 18.62(k).

18.50 Grievance Procedures

- 18.51 A complaint by an Employee must be presented in writing to the Employee's Head, (or, in the case of a School, the Dean) within twenty 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 within ten working days after presentation to the Head, the grievance may then be presented in writing and within ten working days 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 ten 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.

- 18.52 Should the grievance involve the conduct of a Head, the Employee may present the complaint directly to the Dean and the provisions of Article 18.51 shall thereafter apply.
- 18.53 When Heads are grievors they shall submit their case to the Dean and the provisions of Article 18.51 shall thereafter apply.
- 18.54 Should the grievance by a Head involve the conduct of the Dean the Head may present the complaint to the Vice-President (Academic) and the provisions of Article 18.51 shall thereafter apply.
- 18.55 If a grievance raised by an Employee involves the conduct of the Vice-President (Academic) the grievor shall present the complaint to the President and the provisions of Article 18.51 shall thereafter apply.
- 18.56 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 18.51 through 18.55 above, it may be submitted in writing to the Grievance Committee within twenty working days of presentation of the complaint to the Dean (or Vice-President (Academic), or President, as indicated by Articles 18.51 through 18.55 above). The grievor shall use form "C" appended to the Collective Agreement.
- 18.57 The Grievance Committee may within ten working days following receipt of the grievance inform the grievor in writing that it is of the majority opinion that the matter raised is not within its jurisdiction. In this Article 'majority' means three-fourths majority of the eight people on the Grievance Committee. Such a decision shall be made only if the grievance does not meet the requirements set down in Articles 18.20 and 18.30. In the event of such a majority decision the grievance is terminated.
- 18.58 If the Grievance Committee does not determine that the matter raised is not within its jurisdiction, according to Article 18.57, it shall hold a hearing within ten working days. This time may be extended with the agreement of both Parties.

- 18.59 Once the Committee has announced its intention to hold a hearing, all material considered relevant by the Committee shall be available to it.
- 18.60 Once the Committee has announced its intention to hold a hearing, a grievance may be withdrawn only with the consent of a simple majority of the Committee. In order to withdraw a grievance a grievor must write a letter to the Secretary of the Grievance Committee asking the Committee not to proceed with the hearing. Once a grievance has been withdrawn it may not be again the matter of a subsequent grievance.
- 18.61 (a) At the hearing the grievor has the right to be present and to represent himself/herself and to be accompanied by and represented by a person of his/her choice. There shall be no legal counsel present at the grievance proceedings.
- (b) The Parties to the grievance shall have the right to submit all relevant material, including personal files to the Grievance Committee. Relevance shall be determined by the Grievance Committee.
- 18.62 The Grievance Committee shall:
- (a) give reasonable notice to the 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 call, to examine and to cross-examine witnesses, to adduce evidence and make submissions;
- (f) make available to the grievor, the Association and the Board all documents presented or examined in evidence;



18.62 (continued)

- (g) conclude its hearing of a grievance within 60 calendar days after beginning the hearing unless an extension of the time limit is granted. Either the grievor or the Party being grieved against may for good reason request an extension for a specified period of time. The Grievance Committee shall determine whether the extension requested is justified. Refusal to grant an extension must be by simple majority of the Grievance Committee. If a grievance is presented to the Committee within 30 days of the May Convocation, the Committee may decline to hear the case until the beginning of September of the same 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) reach its decision within 30 calendar days of concluding the hearing and make its report in writing, with detailed reasons for its decision, to the grievor, the Association, the Board and all persons named in the statement of the grievance and the report.

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

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

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

18.65 (continued)

The Parties are not provided a mechanism within the Agreement for challenging a unanimous ruling of the Grievance Committee. The Grievance Committee shall not have the right to alter or add to or delete anything covered by this Agreement.

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

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

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

18.70 Party Grievances

18.71 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.

18.72 Either Party shall have the right to bring grievances directly to the Grievance Committee.

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

18.80 Rights and Responsibilities of Grievors

18.81 If the Association declines to take a case to arbitration the grievor may do so.

18.82 In such cases the grievor assumes the rights and responsibilities of the Association as declared in Articles 18.63 and 19.00.

18.90 Continuity from Agreement to Agreement

18.91 Article 18.41 notwithstanding, the membership of the Grievance Committee in the process of hearing a particular grievance shall not change until its report is made, except with the consent of the 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 14 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 shall be selected by a drawing by lots and such person shall be the Chairman. On such occasion each Party shall enter four names into the draw.
- 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

- 20.01 Except with the consent of both Parties there shall be no layoff for redundancy during the lifetime of this Agreement.
- 20.02 The full-time employee complement is defined as the number of full-time employees in the bargaining unit as of December 1, 1980 and includes those full-time employees on leave but excludes replacements for those on leave. The number determined by this definition is guaranteed for the life of the Agreement. This number was calculated to be 170.
- 20.03 When the number of full-time employees is more than 170, the Board may leave unfilled vacancies caused by natural attrition or by the expiry of contractually limited term appointments; or, it may transfer such positions to other academic units.
- 20.04 If the academic unit losing the position wishes to protest, it may appeal to the Committee on Teaching Complement.
- 20.05 The Committee on Teaching Complement may uphold the Board's decision, or it may decide that the position must be filled. In the latter case, and the full-time employee number is above 170, the Committee on Teaching Complement shall indicate by what other means the reduction may be effected.
- 20.06 The following is a rank ordered list of criteria for determining which positions may be left vacant.
  - a) Positions which become vacant because of natural attrition, i.e., the non-appointment of replacements for employees who have resigned, become disabled, retired, or died.
  - b) Positions may remain vacant because of the non-appointment of sabbatical replacements. In this instance, the decrease should first be directed to the larger departments having more than five employees.

20.07 Committee on Teaching Complement.

The Committee on Teaching Complement shall have a permanent chairman chosen jointly by the Parties to this Agreement. Subsequent to the naming of this individual the Parties shall each nominate four members of Faculty. Where an intended reduction is to be considered, the chairman and four members of the committee, two representing each Party, shall meet to study the proposed reduction and form a decision.

20.08 When the Board wishes to eliminate a position from a school or department, the Vice\_President (Academic) shall notify the department or school concerned as well as the chairman of the Committee on Teaching Complement. If the academic unit being considered for reduction takes no action within seven days of notification, the Board's intention may be implemented. If the school or department wishes to contest the intended reduction it shall notify in writing the chairman of the Committee on Teaching Complement and the Vice-President (Academic) within seven days of the receipt of the original notification.

20.09 The Committee on Teaching Complement shall hear from a representative of the department or school and a representative of the Board. The decision of the Committee on Teaching Complement shall be final and shall be arrived at by a majority decision. The chairman shall not vote unless to break a tie.

20.10 If the Committee has submitted no decision within ten days of commencing its study the Board may proceed with its intended line of action.

20.11 The Committee on Teaching Complement in reaching its decision as to which position may be left unfilled shall use the following guidelines which are not rank ordered. In all cases, the unit losing a position has the right to appeal to the Committee on Teaching Complement before the Committee renders its decision.

a) if the department or school will remain academically viable in face of the proposed reduction.

20.11 (continued)

- b) if the class size or the classes offered by the department or school will be of such a size as to promote communication within the classroom after the proposed reduction;
- c) that the most appropriate departments or schools for complement reduction are those that have a prolonged negative slope to their student populations and a decreasing  $\frac{\text{Full-time equivalent student}}{\text{Full-time employee}}$  ratio
- d) in the case of small departments, special attention should be paid to the size of the fractional decrease of essential core courses resulting from the loss of a faculty position.

20.12 Faculty appointed during the period of the contract to staff newly approved and externally funded programmes are excluded from this Article.

20.13 The Board shall endeavour to reduce administrative and other staff complements in parallel with reductions in Employee complement.



Article 21.00 Salaries for the Period 1 July 1981 to 30 June 1982, 1 July 1982 to 30 June 1983, 1 July 1983 to 30 June 1984.

21.10 Base Salaries

For the period 1 July 1981 to 30 June 1982 all Employees in the employ of the Board prior to 30 June 1981, shall receive an annual salary according to the following formula:

New Salary = Old Salary + (Percent X Old Salary)

+ (Atlantic Median salary of rank - Old Salary)

X

+ (Atlantic Median salary of age group - Old Salary)

X

21.11 In the formula in Article 21.10, the percent shall be 10.0 for each Employee, X shall be 5.15 and the total percent increase for salaries shall be 13.5 of the agreed data base of 30 June 1981. The following median salaries for all ranks are to be used as median salary of rank.

Lecturer	\$19,000
Assistant Professor	24,000
Associate Professor	30,000
Professor	38,350

The following median salaries by age groups are to be used in the calculations:

less than 30	\$20,000
30-34	23,800
35-39	27,850
40-44	31,750
45-49	33,950
50-54	35,750
55-59	39,100
60+	38,850

21.12 Notwithstanding the calculations above, no Employee shall receive an increase less than 10.5% (Old Salary), nor greater than 20% (Old Salary).

21.13 For the period 1 July 1982 to 30 June 1983 all Employees in the employ of the Board prior to 30 June 1982 shall receive an annual salary according to the following formula.

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

21.14 In the formula in Article 21.13, the percent shall be 10.5 for each Employee. X will take on a value that will make the total percent increase for salaries 14.6 of the agreed data base of 30 June 1982. This data base shall include those promotions that have been received before 1 July 1982 by the President for recommendation to the Board.

The following median salaries for all ranks are to be used as median salary of rank:

Lecturer	\$21,090
Assistant Professor	26,640
Associate Professor	33,300
Professor	42,569

The following median salaries by age groups are to be used in calculations:

less than 30	\$22,200
30-34	26,418
35-59	30,913
40-44	35,242
45-49	37,684
50-54	39,682
55-59	43,401
60+	43,124

21.15 Notwithstanding the calculations above, no Employee shall receive an increase less than 11% (Old Salary), nor greater than 20% (Old Salary).

21.16 For the period 1 July 1983 to 30 June 1984 all Employees in the employ of the Board prior to 30 June 1983 shall receive an annual salary to be determined by the following two steps:

- a) the amount that the Acadia median salary is less than the median salary for the Atlantic universities, will be calculated. The Board guarantees as part of the salary for the third year the funds needed to reduce this difference, if any, to the two-thirds level.
- b) negotiations in an attempt to reach the projected median for the Atlantic universities, but not to be limited by this projected median.

21.17 The calculations and negotiations required in Article 21.16 will be undertaken within the following definitions and limitations.

- a) the negotiations apply only to the determination of salary for full-time Employees. Salary is the total amount of new money to be made available, expressed as a percentage of an agreed base. It does not include peripheral benefits.
- b) the calculations of the actual and projected Atlantic medians shall be based on the figures for Atlantic universities provided by Statistics Canada, and shall exclude salaries paid in Medical and Dental Faculties.
- c) negotiations should begin by April 1, 1983 and should reach a satisfactory conclusion within 30 days following the receipt of the allocation from the provincial government.
- d) in these negotiations, the Board's offer shall be acceptable if the offer is sufficient to reach the projected Atlantic median and the distribution of the monies is satisfactory to both Parties; or, if the Board's offer is insufficient to reach the projected Atlantic median, it may be acceptable provided it also includes a statement of the Board's reasons for being unable to meet the Atlantic median.

- (e) if the Association is not satisfied with the Board's offer, then the provisions of Article 6.00 are waived, and the Parties agree to endeavor to resolve the dispute by first appointing a Conciliation Officer and, if the dispute still cannot be resolved, a Conciliation Board. If the dispute remains not resolved, then and only then may the Association initiate the right to strike and the Board the right to lock-out.

21.18 Salary Minima

For the period 1 July 1981 to 30 June 1984 the minimum salaries for each rank shall be:

1 July 1981 to 30 June 1982

Lecturer	\$18,250
Assistant Professor	21,500
Associate Professor	26,500
Professor	32,500

1 July 1982 to 30 June 1983

Lecturer	\$19,500
Assistant Professor	23,000
Associate Professor	28,750
Professor	34,750

1 July 1983 to 30 June 1984

to be determined during negotiations of salary for the third year of this Agreement.

21.19 Salary upon Promotion

All Employees who receive promotion in any one of the three years of this Agreement shall have a salary beginning in that year which is the greater of the following:

- a) Minimum salary of the rank held after 1 July of the year in which the promotion is received, or
- b) Salary computed for the rank held after 1 July of the year in which the promotion is received, but not to exceed the maximum percentage increase permitted for that year under Articles 21.12 and 21.15.

21.20 Contractually Limited Term Appointments

Within the period 1 July 1981 to 30 June 1984, those Employees on contractually limited term appointments of twelve months, nine months and four and one-half months duration, shall receive salaries not less than twelve-twelfths, nine-twelfths, and nine-twenty-fourths respectively of the minimum annual salary of the rank concerned, as specified in 21.18.

21.21 Retroactive Salary

Retroactive salary increases for Employees shall be distributed within four weeks of the signing of this Agreement.

21.30 Spring and Summer Sessions

An Employee who teaches a course in the Spring and Summer Sessions shall receive a fee per course according to the following schedule:

1981 Summer and 1982 Spring Sessions	\$3,250
1982 Summer and 1983 Spring Sessions	\$3,750
1983 Summer and 1984 Spring Sessions	\$4,250

An Employee who teaches one-half or more than one course will receive a multiple of the above fees.

21.31 Extension Courses

An Employee who teaches an extension course during the period of this Agreement shall receive a fee per course according to the following schedule:

1981/82	\$3,250
1982/83	\$3,750
1983/84	\$4,250

21.32 Correspondence Courses

An Employee offering correspondence courses during the period of this Agreement will be entitled to a fee for each full credit course registrant according to the following schedule.

1981/82	\$190
1982/83	\$210
1983/84	\$235

21.33 A part-time faculty member shall receive payment for equivalent credit courses according to the following schedule:

1981/82	\$3,250
1982/83	\$3,750
1983/84	\$4,250

21.40 Stipend as Head

Heads appointed prior to 30 April 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.

21.41 Heads appointed since 3 April 1974 shall have their salary computed on the following scale:

- a) Base salary
- b) An administrative allowance of:
  - i) \$1,300.00 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.

21.42 Assistant Deans for the Faculties of Arts and Science

Assistant Deans for the Faculties of Arts and Science will receive a stipend of \$2,000 each.

NOTE ON ARTICLE 21.00

In calculating the salary formula for 1981/82, and in discussing Article 21.00, the following figures have been used:

The total salary budget for on-going Employees (i.e. members of the unit on staff on 30 June and 1 July, 1981)	\$4,591,266
An increase of 13.5% (item 1 in formula)	<u>619,821</u>
Total available	<u>\$5,211,087</u> =====

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 (g) 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 July, 1981.

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, Vacations and Exchanges

24.10 Sabbatical Leave

Sabbatical leave is intended to provide an opportunity for Employees to pursue scholarly interests related to their disciplines at other universities or appropriate places. In special circumstances a Sabbatical leave may be used to prepare an Employee to assume a different academic assignment at Acadia. Employees who are eligible for Sabbatical leave are encouraged to apply. Those eligible are the full-time Employees with permanent tenure who are in their third or subsequent year of service and non-tenured Employees who are in their sixth or subsequent year of consecutive service.

Sabbatical leave is the earned right of any Employee who is granted leave by the Sabbatical Leave Committee. Sabbatical leave cannot be refused or deferred for financial reasons. In the case of a financial short-fall leave may not be denied but the number of sabbatical replacements may be reduced subject to the guarantees included in 24.16 and 24.17.

24.11 The period of leave may be for a full or half University year, the period being 1 July to 30 June for a full sabbatical and 1 January to 30 June or 1 July to 31 December for half sabbaticals.

The salary for leaves shall be according to the following scale:

Twelve Month Leaves

<u>Eligible Service (years)</u>	<u>Sabbatical Salary (percent)</u>
less than 6	12 1/2 per year
6 or more than 6	75

Employees with six or more years eligibility and who have been asked by their departments to delay for one year may either receive 80% salary or retain one year's seniority towards the next sabbatical.

24.11 (continued)

Six Month Leaves

<u>Eligible Service (years)</u>	<u>Sabbatical Salary (percent)</u>
3 and more	75

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 SSHRCC and NSERC 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 There shall be a Sabbatical Leave Committee which shall:

- a) Review and make recommendations on all applications for sabbatical leave.
- b) Determine whether the proposed study or research qualifies the applicant to designate part of his/her sabbatical salary for research purposes under the provisions of the Income Tax Act.
- c) Recommend, after consultation with the Heads of the academic units concerned, the level of replacement of sabbaticants, using the formula in 24.16 as a minimum, and working within the budgetary provision made under Article 24.17.

24.13 Procedures for Applying for Sabbatical Leave

- (a) Applications for sabbatical leave indicating in outline form the proposed programme of study or research shall be submitted in writing to the Sabbatical Leave Committee by November 1 of the year preceding the year in which the leave is to be taken. A copy of this application should be forwarded to the applicant's department Head at the same time. The Sabbatical Leave Committee will inform the Department of the replacements available to it, pursuant to Article 24.16.

24.13 (continued)

- (b) If the Department envisions that granting leave to an individual will severely limit the programme of study of a number of students, the Department may ask that the applicant's leave be deferred for a period not exceeding one year. Such a recommendation for deferment should be made to the Sabbatical Leave Committee by November 21 of the year in which the application is made with copies to the applicant and the Dean of the Faculty. To minimize such deferrals the Department should undertake long range planning for sabbatical leaves extending over three or four years.
- (c) In all cases the Department will forward the complete application together with its recommendation to the Sabbatical Leave Committee by November 21. The Department will also inform the Dean of its recommendation and of its plan for a replacement by the same date.
- (d) The Dean, with consideration of the Department's overall sabbatical plan and for its proposed replacement plan, may also submit his recommendations to the Sabbatical Leave Committee by November 30.

24.14 The Sabbatical Leave Committee shall be comprised of:

- a) The Vice-President (Academic)
- b) One faculty member appointed by the President.
- c) Three faculty members elected by Faculty. The elected Committee members shall serve for three years. No elected member shall be eligible for re-election to the Committee for a subsequent term until one year without service has elapsed. Elections shall take place annually on or before March 1.

24.15 Should a member of the Committee have a conflict of interest with respect to a particular candidate or should any member of the Committee be a member of the Department concerned, such member shall be replaced in this instance by a faculty member named by the Committee and the chairman of the Faculty Nominating Committee. Should a member of the Committee decide to

24.15 (continued)

apply for leave, that person shall be required to resign from the Committee before submitting an application for leave. An elected member shall be replaced by a faculty member named by the Committee and the Chairman of the Faculty Nominating Committee. An appointed member shall be replaced by the President.

24.16 Replacement of sabbaticants shall be on a two for three basis, except under conditions specified in 20.06 and 24.17, such that two sabbatical replacements shall be granted for each three sabbaticants. The two for three ratio shall be applied at the university level. The replacements will be full-time employees only except that a maximum of four part-time replacements may be made available at the discretion of the Sabbatical Leave committee. Normally, but taking into consideration conditions specified in 20.06, departments or schools with five or less full-time faculty employees shall be guaranteed the first sabbatical replacement; departments or schools with over five full-time faculty employees shall be guaranteed one replacement for two sabbaticals. The Sabbatical Leave Committee may make additional replacements at its discretion.

24.17 The Board agrees to fund the Sabbatical Leave Programme through the Sabbatical Leave Committee. The Board agrees to provide a budgetary allocation equal to 1.7% of the total salary budget for Employees during the academic year in which the leave is requested. The total saving from the reduced sabbatical salaries will be made available to the Sabbatical Leave Committee. The Committee will use these funds in accordance with Article 24.16. Any unused portion of the 1.7% allocation will be carried forward for one year. Where the committee finds that the above funds are inadequate to meet the replacement needs of the programme, the Board will provide an additional 0.6% of the total salary budget for Employees to the Sabbatical Leave Committee as requested.

24.18 Because of a particular situation in a Department, a leave for which an Employee is eligible may have to be postponed for one year. The Employee whose sabbatical is so postponed shall either receive 80% salary or retain one year's seniority towards a subsequent sabbatical. In such cases, the Department must inform the Sabbatical Leave Committee of the postponement.

- 24.19 The Sabbatical Leave Committee shall, through its chairman, make its recommendations concerning both leaves and replacements to the President in writing, with copies to the applicants and the appropriate Head or Dean, plus the Dean of Faculty, where relevant.
- 24.20 The President may ask the Committee to reconsider its recommendations and shall advise the Committee of the reasons for such request. Following this reconsideration, the recommendations of the Committee shall be forwarded to the Board for its action.
- 24.21 Employees shall be notified by January 31 whether or not leave is to be granted and shall confirm acceptance of an offered leave by March 1. The Department shall be notified on the same date.
- 24.22 Leaves of absence without pay shall not be counted as time gained in eligibility for sabbatical leave.
- 24.23 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.
- 24.24 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 Leave Committee.
- 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 Article 24.41.
- 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.
- 24.60 Maternity and Paternity 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 arrangement 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.
- 24.62 Paternity Leave of up to six weeks at full pay may be granted to an Employee whose spouse though currently employed is unable to obtain maternity

24.62 (continued)

leave because of the employment policies in practice at her work place. An Employee seeking such leave shall present a statement of his family's needs to his Head. This statement shall include a certificate from a medical practitioner stating that his spouse is pregnant and stating the anticipated date of delivery.

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, paternity 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 Leaves of Absence

Leave of absence without pay may be granted to Employees. The University, if requested, shall replace such Employee on a one-for-one basis. Such leaves include the privilege of continued participation up to a total of two consecutive years in the Group Insurance Plan, provided that the Employee on leave pays both his or her and the University's obligations in this regard. Leaves of absence may be granted for a variety of reasons



24.90 (continued)

such as further studies, special service for the Government and Canadian International Development Agency.

24.91 The Employee shall submit his application, with a copy to his Head, to the Dean by the fifteenth day of December of the year preceding that for which leave is being sought. The Dean, after consultation with the Head and Department, shall recommend to the President with written reasons whether or not the leave should be granted. The President may ask the Dean to reconsider his/her recommendation and give reasons for such request. Following this reconsideration, if any, the recommendation of the Dean shall be forwarded to the Board for its action.

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

24.100 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, paternity, adoption, sick and compassionate leave.

24.110 Vacations, Absences, Holidays

24.111 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.

24.112 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.

24.113 Employees are expected to spend the remainder of their time in scholarly activities.

- 24.114 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.
- 24.115 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.
- 24.116 In all cases not covered by the provisions of Articles 24.110 to 24.116, arrangements shall require the approval of the Dean.

24.120 Exchanges

The Parties agree that academic exchanges between Faculty members are particularly valuable. The Parties further agree that such exchanges shall be implemented within the guidelines set out below.

- a) Prior majority approval of two-thirds of all the full-time members of the Department or School concerned shall be necessary before an exchange may be implemented; the recommendation of the Dean of the Faculty, or, in the case of a School, the Vice-President (Academic) shall be necessary. The exchange shall be approved by the President or Vice-President (Academic).
- b) Faculty members wishing to become part of such an exchange must make application to the Department by the deadline provided in the Collective Agreement for the submission of applications for sabbatical leave.
- c) Each Exchange Professor shall retain his/her own home university salary, pension rights and other benefits.
- d) The Exchange Professor who comes to Acadia shall agree in writing by March 31 to perform normal academic duties as required by the Department or School and the University.
- e) Any failure to perform such duties except for duly certified and unforeseeable sickness, shall cause the Exchange Professor who comes to Acadia to become responsible for the costs of replacement instruction in a manner satisfactory to the University.

24.120 (continued)

- f) Each Exchange Professor shall remain a member of his/her own Faculty Association. The responsibility of the Association for one of its members who is engaged in an exchange with another University shall be limited to that individual's relationship to Acadia University. The Association shall not have any responsibility for exchange professors who come to Acadia.
- g) All costs of medical insurance and/or treatment relating to an Exchange Professor and his/her dependents shall be that person's responsibility.
- h) Acadia University shall provide to the Exchange Professor who comes to this University all normal faculty facilities and shall extend all normal faculty privileges.
- i) It is understood that where appropriate the necessary immigration clearance will be secured by the Exchange Professors themselves.
- j) The exchange shall not interfere with an Acadia professor's seniority towards tenure, promotion, and sabbatical leave.

24.130 Secondment of Faculty Members

The Parties agree that the secondment of Faculty members to positions in government and or business is valuable. The Parties further agree that such secondments shall be implemented as set out below:

- a) Prior majority approval of two-thirds of all of the full-time members of the Department or School shall be necessary prior to the implementation of a secondment; the recommendation of the Dean of the Faculty, or, in the case of the School the Vice-President (Academic) shall be necessary. The secondment agreement shall be approved by the President or Vice-President (Academic).
- b) The Faculty member wishing to become seconded must make application to his/her Department/School by the deadline provided in this agreement for the submission of applications for sabbatical leave.

24.130 (continued)

- c) The seconded Professor shall retain his/her university salary, pension rights and all other benefits and the University will be fully compensated by the government or organization to whom the individual has become seconded.
- d) The duration of the secondment shall be negotiated at the time of its commencement and may be renewed with the agreement of the Board.
- e) The responsibility of the Association for one of its members who is engaged in a secondment shall be limited to that individual's relationship to Acadia University.
- f) Where deemed appropriate and desirable by the University the seconded Professor may attempt to work out an exchange secondment with an individual from the government or organization to which he/she is to be seconded. Any seconded individual coming to Acadia University shall be bound by the same regulations as outlined in the Article of this agreement which pertain to exchange Professors coming to Acadia: to wit Articles 24.120, c,d,e,g,h,i.
- g) The secondment shall be considered to be the same as a leave of absence for any Acadia professor in so far as seniority towards tenure, promotion and sabbatical leave are concerned.

24.140 Leave for Compassionate Reasons

Compassionate leave may be granted for a period of time and at a salary to be determined by the Employee and the Board.

24.150 Schools

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

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

Article 25.00 Fringe Benefits

25.10 Professional Development

On the recommendation of the Academic Vice-President, the Board shall grant full tuition for courses taken as "professional development" offered by an institution other than Acadia University up to a maximum of \$600 in a three-year period to a given Employee. The total sum expended by the University shall not exceed \$5,000 for any one year.

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

25.20 Tuition Discounts

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

25.21 To qualify for this benefit an Employee must be employed on a full-time basis from the first of July 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 2,500 miles, and at the discretion of the Board, actual moving expenses up to the equivalent of one and a half months' 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 the Employees of having ready access to such facilities and will seek to maintain it.

25.50 Travel Allowance

The Board shall provide for travel allowance according to the following schedule to be divided among Departments and Schools in proportion to the number of employees in each.

1981-82: \$53,000

1982-83: \$60,000

1983-84: \$69,000

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 July, 1980 shall remain in force.

26.20 Extended Health Benefits

The provisions described in Section 2 of the Group Insurance Programme for Acadia University revised July, 1980 shall remain in force.

26.30 Group Disability Insurance

The provisions described in Section 3 of the Group Insurance Programme for Acadia University revised July, 1980 shall remain in force.

26.40 Liability Insurance

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

26.41 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 30 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) One 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 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 committee on group insurance 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.

- 28.30 There shall be a standing committee on financial information which shall meet not less than three times a year. The purpose of the committee is to examine and review financial statements and information pertaining to the operation of Acadia University. Through these meetings it is hoped that an understanding of the University's financial policy and position will evolve, thereby leading to a better informed University Community.

The Committee shall have six members, three appointed by the Association and three by the Board.

Article 29.00 Amendments to the Acadia University Act

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

Article 30.00 Joint Committee for the Administration of this Agreement

- 30.10 Recognizing the mutual benefits to be derived from joint consultation the Parties agree, within twenty-one days of the execution of this Agreement, to establish a Joint committee for the Administration of this Agreement.
- 30.11 The Committee shall consist of two representatives of the Board and two representatives of the Association.
- 30.20 Functions of the Joint Committee
- 30.21 The Committee shall not have the power to add to or in any way modify the terms of this Agreement but shall function in an advisory capacity to the Parties with the general aim of ensuring that this Agreement is administered in a spirit of cooperation and mutual respect.
- 30.22 The Committee may, within the lifetime of this Agreement, recommend to the Parties amendments to the wording hereof to remove ambiguities and to ensure that the intentions of the Parties are carried into effect. Such recommendations shall be subject to ratification by both Parties.
- 30.23 Article 30.21 notwithstanding, the Joint Committee may authorize procedures in order to achieve ends which are within the terms and spirit of this Agreement. Such authorization may be rejected by either Party within fifteen days.
- 30.30 Procedures of the Joint Committee
- 30.31 The Committee shall determine its own procedures, subject to the following provisions:
- (a) a representative of the Board and a representative of the Association shall jointly chair the committee and shall together be responsible for preparing and distributing agenda for meetings and shall alternate in presiding over meetings;
  - (b) the Committee shall meet 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;

30.31 (continued)

- (c) a quorum shall be its entire membership;
- (d) its decisions shall be unanimous;
- (e) its records of decisions, when initialled by all members of the Committee, shall constitute Memoranda of Agreement between the Parties unless rejected by either Party within fifteen days;
- (f) the Parties may, in mutual consent, expand the membership of the Committee on a parity basis.

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

- 31.10 In the event of an amalgamation, consolidation, or merger of the University or any of its constituent units or sub-units with any other institution employees eligible for membership in the bargaining unit who are not members of another bargaining unit with a current collective agreement in force shall immediately become members of the bargaining unit. In such an event the terms and conditions of this Agreement will apply immediately to all such persons.
- 31.20 In the event of an expansion or extension of the University through the creation of Colleges, Schools, Institutes or Faculties, or any other academic units offering academic programmes the employees eligible for membership in the bargaining unit in such Colleges, Schools, Institutes or Faculties or other academic units or offering courses at locations other than the main campus of the University shall immediately become members of the bargaining unit.
- 31.30 The Board undertakes to make known to the Association any proposals to sell or transfer the whole of the assets of the University, or to amalgamate or merge with another body, and to give consideration to any comments of the Association before implementing any such proposals.

Article 32.00 Validity

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

Article 33.00 Patents and Copyrights

33.10 Patents

The Employer agrees that the members of the academic staff have no obligation to seek patent protection for the results of scientific work nor to modify research to enhance patentability. The Employer further agrees that Employees have the unqualified right to publish their inventions.

33.11 The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by Employee(s) without the use of the Employer's funds or support/technical personnel. Such inventions and any patents arising therefrom shall be the sole property of the Employee(s) who is the inventor(s).

33.12 Employees agree to disclose the existence of any patent applications to the Vice-President (Academic) within three months of the date of the application and shall affirm in writing at that time whether or not the discovery has been made and developed with the use of university funds or support/technical personnel. The Employer may within one month of receipt of the statement of the faculty member challenge in writing the assertion of the Employee in regard to the use of university funds or personnel in which case the matter shall be settled as detailed in 33.40. Any challenge by the Employer shall be null and void unless received within the above noted time limit. If the Employee(s) fails to disclose the existence of patent applications within three months, it shall be understood that the Employer maintains its rights under this Article until such disclosure is made. Failure by the Employer to challenge the assertion of the Employee within one month shall constitute a waiver of any rights which the Employer may have had in such discovery.

33.13 Employees shall grant to the Employer a non-exclusive royalty-free, irrevocable, indivisible, and non-transferable right to use solely for the university's internal use any patented device, equipment or process when such device equipment or process has been invented with the use of the Employer's funds or support/technical personnel. Such right, however, shall not include the right to transfer or to exploit any product or process.



- 33.14 Employees shall have the right to make their own arrangements at their own expenses to patent an invention subject to the obligations in this Article and shall be entitled to all the proceeds therefrom except that where the invention has involved the use of the Employer's funds or support/technical personnel, the Employee(s) who is the inventor(s) shall share the net proceeds so that the Employee(s) receives fifty percent (50%) thereof and the Employer fifty percent (50%) thereof. The term "net proceeds" as used herein shall mean the net profits derived from licensing or commercialization of the patented product, equipment or process after deduction of all expenses incurred for patent searches, for obtaining patent protection and for maintaining said protection in Canada and in other countries.
- 33.15 For the purposes of interpreting 33.11, 33.12, 33.13 and 33.14, the payment of salary to Employees and the provision of a normal academic environment in which to work shall not be construed as use of the University's funds or use of its support/technical personnel.
- 33.16 The name of the University shall not be used in connection with inventions in which the Employer has no interest without mutual agreement.
- 33.17 Any revenue which the Employer may receive from inventions shall be used for University research with 50% of such income designated for research in the Faculty or School with which the inventor is affiliated. These funds shall be maintained in a special account which shall be open for inspection to the President of the Faculty Association or his/her delegate.
- 33.18 The Employer agrees that it shall not enter any agreement without the consent of the Employee to sub-contract work or responsibilities already undertaken or possessed by the Employer and Employees without securing to the Employee(s) who may be seconded to or be employed by the subcontractor all the rights, privileges and benefits accorded to them in this patent Article of this Collective Agreement nor shall the Employer enter into any agreement to create a consortia of universities or government departments or private companies for the purposes of research or development

or commercial exploitation without securing to the Employee(s) who may be seconded to or employed by such consortia, departments or private companies all the rights, privileges and benefits accorded by this Article.

33.20 Copyright

The Employer hereby agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) the copyright(s) in any intellectual property produced or created by an Employee(s) except that no Employee(s) shall claim to hold copyright in any assessment, grading, report or correspondence produced pursuant to his/her normal administrative duties within the University. Intellectual property may be deemed to include such matters as books, articles, works of art, computer programmes, lectures, recorded works (including film, video tape, audio recording).

33.21 Income Generated from Copyright Works

When the Employee has made more than normal use of direct University funding or the use of University facilities free of charge or substantially below local commercial rates and intends to generate income from the completed project, the Author and the University will agree to an income-sharing agreement. The income received will first be used to meet all marketing costs and to repay any identifiable funds specifically advanced for or spent on the project by the University.

The distribution of further income will be

- (i) the Author will receive 100%.
- (ii) if more than one author is involved, the available income will be distributed amongst the authors in accordance with a pre-arranged and agreed upon distribution ratio.

33.22 License for Internal Use

If requested by the Employer, the Employee(s) shall make available to the Employer for its educational programme without payment of royalty but at the expense of the Employer one copy of reproduction of any work of intellectual property produced by the Employee(s) in the course of

his/her employment and involving the use of direct University funding or the use of University production facilities free of charge or substantially below local commercial rates.

33.23 Estates

When an Employee or former Employee dies, his estate shall retain all his/her rights under this copyright article of this Collective Agreement.

33.30 Patents and Copyright Committee

The Parties agree to create a continuing Committee on Patents and Copyright, which shall be composed of two (2) members appointed by the Employer and two (2) members appointed by the Association with the chairmanship alternating between the Employer's representatives and the Association's representatives at each successive meeting.

The Committee shall meet at least once annually to:

- (i) conduct such business as is referred to it.
- (ii) consider proposals for modifications or changes in the patents and copyright articles of this Collective Agreement.
- (iii) mediate any disputes relating to inventions, copyrights and the like as per 33.40 below.

33.40 Grievance

For the purposes of this Agreement, any grievance pertaining to this Article shall be handled in accordance with the following procedure:

- (a) the Employee(s), within twenty days of the event giving rise to the grievance or the date on which the Employee(s) knew or reasonably should have known of such event if that date is later, shall present a grievance to the Patents and Copyright Committee with a copy to the Vice-President (Academic).
- (b) The Patents and Copyright Committee will allow two weeks for the Vice-President (Academic) and the Employee to find an acceptable resolution to the grievance.

- (c) If the Vice-President (Academic) and the Employee fail to find an acceptable resolution, then the Committee on Patents and Copyright, within one month of the receipt of the grievance, shall attempt to resolve the grievance. If the grievance is not resolved by unanimous agreement of the Committee, it may be submitted in writing to the University Grievance Committee within twenty calendar days. The Grievor shall use form "C" appended to the Collective Agreement.

Article 34.00 Transition to the Agreement

- 34.10 All salary, benefits and prerogatives provided by this Agreement which can be applied retroactively shall be applied or granted as though this Agreement came into effect on 1 July, 1981.
- 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 until 30 June 1984. Notwithstanding the above the Board shall be entitled to amend the guidelines with the agreement of the Association.



Article 38.00 Voluntary Early Retirement

38.10 The Parties agree to participate in the formation of an ad hoc Committee to consider voluntary early retirement, both full retirement and partial retirement. The Association shall name two members; the Board shall name two members, these four have power to co-opt two additional members of their own choosing. The Committee shall report to the Association and the Board by February 1982. When Parties are agreed on the content of the Article it shall become part of the Agreement on an agreed date.

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 Academic Administrators

40.10 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.

40.20 Promotion, Renewal and Tenure

The consideration of promotion, renewal and tenure of such academic administrators during their term of office shall be in accordance with Article 12.00 of this Agreement.

40.30 Entry and Re-entry into the Bargaining Unit

40.31 All such academic administrators who have been teaching throughout their terms of office and who were members of the bargaining unit before being excluded by virtue of their administrative position in accordance with decisions of the Labour Relations Board may re-enter the bargaining unit upon completion of their term of office, subject only to the salary review as described in Article 40.60.

40.32 Those academic administrators who were not members of the bargaining unit before taking up their administrative positions, but who have been teaching throughout their terms of office, shall be admitted to the bargaining unit providing the following conditions are met by the Search committee that recommended the appointment of the academic administrators:

- i) that the members of the department to which the academic administrator will become affiliated have an opportunity to meet with the candidates on an individual basis.
- ii) that the department to which the academic administrator will become affiliated be invited to submit a report to the Search Committee regarding the suitability of the candidate as a colleague and as fulfilling the department's projected needs.

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

40.40 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.

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

Article 41.00 Commencement and Duration of Agreement

41.10 Commencement

This Agreement shall come into effect on  
1 July, 1981.

41.20 Duration of the Agreement

This Agreement shall remain in effect until  
30 June, 1984.

Article 42.00 Assistant Deans

42.10 Assistant Deans may be appointed in the Faculties of Arts and Science. Such appointments shall be made on the recommendation of a committee consisting of the Vice-President (Academic), the Dean, and two members elected by the Faculty concerned. The appointment is for a three-year period, carries an administrative stipend as defined in Article 21.42, and the incumbent shall remain a member of the Association.

Article 43.00 General

43.10 Binding Effect

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

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this 29 day of October 1981.

ACADIA UNIVERSITY FACULTY )  
ASSOCIATION )

GOVERNORS OF ACADIA )  
UNIVERSITY )

Per *C. G. C. C. C.* )

Per *J. R. S. S.* )

Per *C. G. C. C. C.* )

Per *A. E. S. S.* )

APPENDIX "A"

BALLOT RE ARTICLE 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)

\_\_\_\_\_  
(Signature)



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 \_\_\_\_\_

\_\_\_\_\_  
(Chair)

\_\_\_\_\_  
(date)