

**SIXTEENTH  
COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF GOVERNORS OF  
ACADIA UNIVERSITY**

**AND**

**THE ACADIA UNIVERSITY  
FACULTY ASSOCIATION**

**1 JULY 2021 – 30 JUNE 2025**

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## **Article 0.00 Preamble**

- 0.01 The purposes of this Agreement are:
- (a) to promote and maintain harmonious and well-defined relationships within the University by adhering to principles that are consistent with its overall objectives;
  - (b) to ensure equity in the treatment of Employees through fair procedures which are published for all Employees; and
  - (c) to provide means acceptable to both Parties for settling differences which may arise between them from time to time.
- 0.02 The Parties to this Agreement acknowledge that the University serves both its own members and society by advancing learning and disseminating knowledge through teaching, research, scholarship, and other creative activities. The Parties agree:
- (a) to work in cooperation towards developing the quality and effectiveness of the education provided by the University;
  - (b) to encourage a climate of freedom, responsibility, justice and mutual respect in the pursuit of the above-mentioned purposes; and
  - (c) to jointly pursue the above objectives with care and diligence.
- 0.03 The preamble may be used as a guide to interpretation of the Agreement but, of itself, has no independent validity as a source of rights or obligations; as such it cannot in itself be the subject of any grievance.

## **Article 1.00 Definitions**

In this Agreement,

- 1.01 Academic Unit means one of the Departments or Schools or Interdisciplinary Programs or the Research Services Sector of Acadia University.
- 1.02 Provost means the Provost and Vice-President (Academic) of Acadia.
- 1.03 Academic Year means the period from 1 July to the following 30 June, both dates inclusive.
- 1.04 Acadia means that entity which includes, but is not limited to the Board, Faculty members, Senate, students, Alumni, and all those employed by Acadia.
- 1.05 Anonymous material referred to in this Agreement does not include student surveys as provided for in Article 15.55.
- 1.05.1 Archivists are those appointed in accordance with Article 50 whose duties are specified in Article 17.01, 17.02 B, 17.03 B, 17.04, and 17.05.
- 1.06 Association means the Acadia University Faculty Association, Wolfville, Nova Scotia, a Trade Union certified as Bargaining Agent for certain Employees of Acadia by the Labour Relations Board of Nova Scotia by Order Numbers 2285, 2420, 3338, 3675, 4914, 5093, and 0887.



- 1.07 Board means the Governors of Acadia University, a body corporate, created by the Laws of Nova Scotia.
- 1.08.1 Tenure Stream Position Complement: the sum of filled full- and half-time tenure and tenure-track Professor positions held by Employees, excluding Canada Research Chairs and CLTs. Half-time positions shall be counted as half a position. In accordance with Articles 1.15, 36 and 40, Board of Governors representatives and academic administrators are not included in Tenure Stream Position Complement.
- 1.09 Constitution of Faculty means the Constitution of the Faculty of Acadia University.
- 1.09.1 Conflict of interest shall refer to any instance where an Employee has existing or reasonably foreseeable professional, financial or other interests that impair or appear to impair their independent, unbiased judgment in the discharge of their responsibilities to the University; or where an Employee is aware that a member of their family has professional, financial or other interests that would impair or appear to impair their independent, unbiased judgment in the discharge of their responsibilities to the University. For the purposes of this provision, a ‘family member’ is defined as spouse, parent, sibling, or child of the Employee; or the parent, sibling, or child of the spouse of the Employee; or the spouse of a child of the Employee or the Employee’s spouse. Also, for the purposes of this provision, a ‘spouse’ includes persons married to each other; or persons who have gone through a form of marriage and have lived together as spouses within the preceding twelve (12) months; or persons who are living together as spouses.
- 1.09.2 Curator means the Director of the Art Gallery appointed under Article 59 whose duties and responsibilities are outlined in Article 17.01, 17.02 D, 17.03 D, 17.04, and 17.05. In the implementation of this Agreement, substitute “Archivist(s) or Curator” for “Archivist(s)” as appropriate in Articles 12, 25, 38, 40, 50, 51, 55.50(d), 55.58, 55.60 and Appendix C.
- 1.10 Dean means the Dean of a Faculty, or where the context so requires, the Dean of Libraries and Archives.
- 1.11 Instructors are those appointed under Article 43 or Article 11.14 whose duties and responsibilities are outlined in Articles 17.01, 17.02 C, 17.03 C, 17.04, and 17.05.
- 1.12 Department means one of the Academic Units or the Research Services Sector into which Employees are classified for the execution of the educational activities of the University and includes, where the context so requires, a School of the University.
- 1.13 Director means the Director of a School within the Faculties of the University. In the implementation of the relevant Articles of this Agreement, in the case of Schools substitute “Director” for “Head”.
- 1.15 Employee when printed with an uppercase letter shall mean a person included in the Bargaining Unit defined by the Nova Scotia Labour Relations Board Order Numbers 2285, 2420, 3338, 3675, 4914, 5093, and 0887, and Archivists, and those persons referred to as half-time Employees in Article 10 or Article 50 and those persons referred to as Lecteurs/Lectrices in Article 1.15.2 and those persons referred to as PAD lecturers in Article 1.15.3. A full-time Employee is an Employee appointed to a tenure, tenure-track, CLT, probationary, or continuing appointment on a full-time basis. Employees with a fractional full-time appointment are full-time Employees for the fractional period.
- 1.15.1 Part-time Employees are Employees appointed by the terms of Article 58, and employed under the terms of Article 11, and shall mean a member of the bargaining unit with full responsibility

to teach credit courses pursuant to Certification Order 4914 and 5093 and who are Part-time Employees paid by the Employer. The term ‘part-time Employee’ does not include any full-time Employee.

- 1.15.2 Lecteurs/Lectrices are full-time Employees appointed by the terms of officially signed exchange agreements between Acadia and universities in France and between the Canadian and French Ministries of Education, or between Acadia and universities in Québec. The parties also agree to explore the possibility of similar agreements with Spanish universities for Lectors/Lectoras, who shall be full-time Employees.
- 1.15.3 Pädagogischen Austauschdienstes lecturers (PAD lecturers) are full-time Employees appointed by the terms of exchange agreements between the Canadian and German Ministries of Education.
- 1.15.4 Employer shall mean the Board.
- 1.15.5 Faculties refers to the Faculty of Arts, Faculty of Professional Studies, Faculty of Pure and Applied Science.
- 1.16 Faculty Member means a member of the Faculty of Acadia University as specified in the Constitution of Faculty.
- 1.17 A professorial position is one of the numbered professor complement positions at Acadia University; replacement positions do not add to professorial complement.
- 1.20 Head means the Head of a Department in the Faculty of Arts, Faculty of Professional Studies, Faculty of Pure and Applied Science, or the Research Services Head in the Library. In the implementation of the relevant Articles of this Agreement, in the case of Schools substitute “Director” for “Head”.
- 1.20.1 Interdisciplinary Programs are Academic Units, which are not Departments or Schools, in which Interdisciplinary and/or cross-listed courses are taught.
- 1.20.2 Interdisciplinary Program Coordinator means the Coordinator of an Interdisciplinary Program. In the implementation of this Agreement, substitute “Interdisciplinary Program Coordinator” for “Head”.
- 1.20.3 Interdisciplinary Program members are those full-time Employees whose letter of appointment states that they are attached to that Interdisciplinary Program, or who have contributed to the Program in the past three years in at least one of the following ways:
  - (a) by teaching at least one interdisciplinary or cross-listed course within the relevant Interdisciplinary Program, or
  - (b) by working on interdisciplinary committees on behalf of the program, including Standing Committees of Interdisciplinary Programs, Faculty Interdisciplinary Committees, and Senate Interdisciplinary Committees.
- 1.20.4 Interdisciplinary Appointment means an appointment in more than one Academic Unit.
- 1.21 Librarians are those appointed in accordance with Article 50 whose duties are specified in Articles 17.01, 17.02 B, 17.03 B, 17.04, and 17.05.

- 1.22 Parties means the Board and the Association.
- 1.23 President means the President of Acadia.
- 1.24 Professors are those appointed under Article 10 holding the rank of Lecturer, Assistant Professor, Associate Professor and Full Professor whose duties are specified in Articles 17.01, 17.02 A, 17.03 A, 17.04, 17.05.
- 1.25 Sector means the Research Services Sector in the Library into which Employees are classified for the execution of the activities of the Library.
- 1.26 Senate means the Senate of Acadia as specified by the laws of Nova Scotia.
- 1.27 Dean of Libraries and Archives means the person appointed by the Board of Governors as the chief administrative officer for the University Library.
- 1.28 University means Acadia.
- 1.29 “University degree credit course” is a course leading to an academic degree, or diploma, or certificate conferred by Senate. For greater certainty, this does not mean or include non-credit courses.
- 1.30 Working day means a day between Monday and Friday inclusive, not including statutory holidays or any other day proclaimed as a holiday by the University or any day on which there is a closure of the University. Where a deadline falls on a weekend, statutory holiday or any other day proclaimed as a holiday by the University or when there is a closure of the University, the Parties agree that the deadline shall be postponed until the next working day. Where the Parties agree, a deadline may be extended.

## **Article 2.00 Recognition**

- 2.10 The Board recognizes the Association as the sole and exclusive bargaining agent for the Employees.
- 2.20 Subject to the provisions of this Agreement, the Association acknowledges that it is:
- (a) a function of the Board to hire and promote Employees; and
  - (b) the right of the Board to discipline, suspend or discharge Employees for just cause.
- 2.30 The Association recognizes that the Board has retained, shall possess and may exercise all rights, functions, powers, privileges and authority vested in it by the laws of Nova Scotia, excepting only those matters specifically relinquished or varied by this Agreement.

## **Article 3.00 No Discrimination and Employment Equity**

- 3.10 The Parties agree that, in accordance with the Nova Scotia *Human Rights Act*, there shall be no discrimination (except as may be necessary for correction of inequities by the implementation of employment equity programs as may be agreed between the Parties and provided for in the Collective Agreement), restriction, harassment, or coercion of any person in the employ of the Board in respect of salary, employment benefits provided by this Agreement, pension, appointment, reappointment, rank, promotion, tenure, dismissal, or sabbatical or other leave, because of age; race; colour; creed; national or ethnic origin; political or religious affiliation,

belief or activity; gender; sexual orientation; marital status; family status; physical or mental disability; 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.

- 3.11 The Parties acknowledge that the commitment to no discrimination in Article 3.10 may give rise to the duty to accommodate Employees. The Employer has a duty to accommodate Employees with a physical or mental disability. The Parties agree that in such circumstances there shall be a reasonable accommodation up to the point of undue hardship to the Employer, in compliance with Nova Scotia's *Human Rights Act*. The Parties agree that any accommodation under this Article shall be in a written agreement between the Employer and the Employee. The Employee shall be informed by the Employer of the right to have AUFA representation in any discussion with the Employer relating to accommodation.
- 3.12 If a recommendation for disciplinary action or dismissal is made in the application of the Acadia University Policy Against Harassment and Discrimination or the Acadia University Sexualized Violence Policy, the relevant procedures outlined in Article 14 shall apply.
- 3.13 If either the complainant or a witness in an investigation under the Acadia University Policy Against Harassment and Discrimination or the Acadia University Sexualized Violence Policy is an Employee, they shall be notified in writing by the Employer of their right to representation by the Association.
- 3.14 The Parties agree that the policies referred to in Articles 3.12 shall be subject to a normal review process. The Association shall have representation on the committees responsible for the review of these policies.
- 3.20 The Parties agree to the principle of employment equity for the following equity deserving groups: Indigenous Peoples; African Nova Scotians; African Canadians; persons with disabilities; visible minorities; women; persons of any minority sexuality, gender identity, or gender expression; and all intersections of these identities; and such other groups as may be specified by federal or provincial employment equity legislation. This principle ensures opportunities in hiring, renewal, tenure, promotion, and appointment to Head and Director positions, for members of the above groups, and ensures that no systemic barriers exist to the full participation of these groups in the workplace of Acadia University.
- 3.30 Consistent with the principle of employment equity, the Parties:
- (a) agree that the primary criterion for appointment to positions to the University is academic and professional excellence;
  - (b) agree that no candidate shall be recommended who does not meet the criteria for the appointment in question;
  - (c) shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention, and promotion of members of designated groups; and
  - (d) agree that in the assessment and evaluation of candidates for appointment, renewal, tenure and promotion, and appointment to Head and Director positions, the criteria adopted shall not systemically discriminate against members of designated groups and shall be reviewed periodically.

3.51 Responsibilities of Human Resources

To help the Parties maintain their commitment to promoting the goal of employment equity, Human Resources shall be responsible for collecting, monitoring, and compiling employment equity data. Employment equity data includes the Workforce Survey described in Article 3.56(a), the Employment Equity Self-Identification Forms described in Article 3.61(i), and the Employee database statistics. Data for all designated groups described in Article 3.20 shall be compiled at both the Academic Unit level and the University level for use in Article 3.56.

- (a) Data on women shall be compiled based on the Employee database statistics.
- (b) Data on all other designated groups shall be compiled based on the Workforce Survey described in Article 3.56(a).

3.56 (a) Workforce Survey

By 15 March 2023, and every two (2) years subsequent, Human Resources shall conduct a confidential and mandatory Workforce Survey to gather information for employment equity purposes.

(b) Equity Workshop Training

By 1 May of each year, Human Resources shall forward to the Head of each Academic Unit a list of Employees in that Academic Unit with the dates their equity training expires.

(c) University Workforce Survey Report

By 1 July 2023 and every two (2) years subsequent, Human Resources shall prepare a report based on the data obtained under Article 3.51 that identifies which of the designated groups in Article 3.20 are under-represented at the University using the benchmark data provided by the Employment Equity Committee. The report shall provide separate data on full-time and part-time Employees. A copy of the report shall be sent to the President of the Association.

(d) Confidential Workforce Survey Report

By 1 July 2023 and every two (2) years subsequent, Human Resources shall prepare a second, internal confidential report based on the data obtained under Article 3.51 that identifies which designated groups as described in Article 3.20 are most under-represented in each Academic Unit, using the benchmark data provided by the Employment Equity Committee. The report shall provide separate data on full-time and part-time Employees.

(e) Procedures for Ranking Candidates

Upon request from a Chair of a Selection Committee, Human Resources shall determine which candidates have self-identified as a member of a designated group. If only one (1) candidate has self-identified as a member of a designated group that is under-represented in either the Academic Unit, the University, or both according to the University Workforce Survey Report or the Confidential Workforce Survey Report, Human Resources shall rank this candidate only and inform the Chair.

If more than one (1) candidate has self-identified, Human Resources shall rank the candidates as follows:

- (i) Human Resources shall compare the levels of under-representation of the designated groups of each candidate at both the University level and the Academic Unit Level using the full-time Employee data in the University Workforce Survey Report and the Confidential Workforce Survey Report. The candidate who is a member of the most under-represented group shall be ranked highest.
- (ii) Where two (2) or more candidates are members of the most under-represented group, the candidate who is also a member of the next most under-represented group shall be ranked highest. If Human Resources cannot distinguish between the candidates, then the candidates shall be ranked equally.

If no candidate belongs to an under-represented group, Human Resources cannot establish a ranking, and they shall inform the Chair of the Selection Committee.

3.60 Employment Equity Committee

The Parties agree to maintain an Employment Equity Committee (EEC) to identify discriminatory barriers to employment equity, which shall be constituted of three (3) representatives of the Employer, and three (3) representatives of the Association. A representative of the Employer and a representative of the Association shall jointly chair the Committee.

3.61 The EEC shall

- (a) ensure each of its members receives training from a consultant, agreed to by the Parties, on employment equity. This training shall be delivered within four (4) months of appointment to the committee;
- (b) at the request of Selection Committees, assist in the development of strategies to solicit applications from members of groups designated in Article 3.20;
- (c) liaise with other University offices and committees addressing employment equity matters, including but not limited to the Equity Office, the President's Anti-Racism Task Force, the Coordinator of Indigenous Affairs, and the Office of Research and Graduate Studies on equity, diversity, and inclusion initiatives;
- (d) compile and maintain a University-wide catalogue of advertising venues to better reach applicants from groups designated in Article 3.20;
- (e) provide, on an annual basis, extended equity training for Heads and Directors and members of the Equity Panel described in Article 3.61(g), including support strategies for reaching groups designated in Article 3.20 and writing inclusive job advertisements;
- (f) by 1 July of each year, provide an annual report on the committee's activities and recommendations to the Provost and the President of the Association;
- (g) by 31 May of each year, appoint a panel made up of at least twelve (12) Employees and, if the Parties mutually agree, up to twenty (20) Employees, who can serve as non-voting

Equity Representatives on Selection Committees, as described in Articles 10.53, 43.35, and 50.53;

- (h) for each Selection Committee convened under the terms of Articles 10, 43 or 50, appoint a member of the Equity Panel described in Articles 3.61(g) to serve as a non-voting Equity Representative, as described in Article 10.53. The Equity Representative shall be from an Academic Unit other than the one(s) in which the position to be filled is authorized;
- (i) by 15 January 2023, review and, if necessary, revise the confidential Employment Equity Self-Identification Form that encourages potential candidates for positions at Acadia University to indicate whether they belong to one of the designated groups identified in Article 3.20. Applicants for positions at Acadia University shall be required to complete and submit this form as part of the hiring process;
- (j) by 30 March, 2023, review and, if necessary, revise the Workforce Survey reports described in Articles 3.56 (c) and (d), and review, and, if necessary, revise the benchmark data using the diversity of the populations of Canada. For African Nova Scotians, the EEC shall use publicly available provincial data for the benchmark;
- (k) by 30 March 2023, review the Workforce Survey to be used in the employment systems review and hiring processes;
- (l) undertake other activities and make recommendations to alleviate barriers to employment equity in the University as appropriate; and
- (m) deliver the Employment Equity Workshop and provide Human Resources with the names of all Employees who have completed the Employment Equity Workshop and the date of said workshop.

3.64 Should the Employment Equity Committee recommend changes to the Collective Agreement, the Parties shall meet within twenty (20) working days to discuss the possibility of such changes. Any such changes to the Collective Agreement shall require the approval of both Parties, and shall be subject to such ratification procedures as required.

3.66 Employees

- (a) All full-time Employees shall be required to complete an Employment Equity Workshop at least once every three (3) years.
- (b) All Employees shall be required to complete the Workforce Survey on a biennial basis.
- (c) Cultural responsiveness training shall be made available to all Employees.

#### **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 Check-off

The Board shall deduct dues as assessed by the Association from the earnings of all Employees on a continuing basis.

4.30 Remittance of Dues

The Board shall, once in every month during the life of this Agreement, remit the dues deducted in Accordance with Article 4.20 to the Association no later than the 15<sup>th</sup> day of the following month.

4.31 The Board shall provide the Association union officer and treasurer monthly with an accurate electronic list of the names and earnings of those Employees from whose earnings deductions have been made and the amount so deducted.

4.32 At the commencement of this Agreement, the Association shall advise the Board in writing of the amount of its regular membership dues. Thereafter, the Association shall advise the Board in writing of any changes in the amount of the regular membership dues and the Board shall take no more than one month to put these changes into effect provided however that such changes shall not be made more frequently than once each year.

4.33 The Association agrees and shall indemnify and save harmless the Board from any liability or action of any kind that may arise out of deductions made from the pay of any Employee pursuant to Article 4.20, 4.30, 4.31, 4.32.

4.40 In the Event of a Strike or Lock Out

Articles 4.20, 4.30-4.32, are immediately suspended in the event of a strike by, or lock-out of, Employees. The suspension shall last for the duration of any strike or lock-out and the Board shall have one month from the end of the strike or lock-out to reinstate these Articles.

**Article 5.00 Academic Freedom**

5.10 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research.

5.20 Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes intellectual discourse, critique, and commitment possible.

5.30 Employees are entitled, regardless of prescribed doctrine, to:

- (a) freedom in carrying out research, and in disseminating and publishing the results thereof;
- (b) freedom of teaching and of discussion;
- (c) freedom in producing and performing creative works;
- (d) freedom to criticize and critically evaluate societal institutions including the University and the Association;
- (e) freedom to engage in service to the institution and the community;
- (f) freedom to acquire, preserve, and provide access to documentary material in all formats;
- (g) freedom to participate in professional and representative academic bodies;
- (h) freedom from institutional censorship;
- (i) freedom to express opinions on matters of public interest.



- 5.40 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising such freedom, Employees have a responsibility to respect the academic freedom and rights of other members of the University community.
- 5.50 The Parties agree that they shall not infringe or abridge in any way the academic freedom of Employees.
- 5.60 The Parties shall scrupulously adhere to and protect these principles against threats from inside and outside the University.

#### **Article 6.00 No Strikes or Lock-outs**

- 6.10 There shall be no strikes or lock-outs for the duration of this Agreement, except if the Parties have bargained collectively, pursuant to the Trade Union Act of Nova Scotia, and have failed to conclude revisions to the Collective Agreement.
- 6.20 In the event of a lockout, or legal strike, Employees who require access to University facilities in order to prevent irreparable damage (such as danger to human, plant or animal life or decomposable material or to the personal property of the Employees) shall be granted timely, supervised access, if their request is approved by the Provost or their designate.
- 6.30 In the event of a lockout or legal strike, Employees receiving pay and benefits for leave approved under Article 24 shall have the option to continue to receive such pay and benefits. Employees choosing to continue such pay and benefits shall agree not to engage in any strike-related activities.
- 6.40 In the event of a lockout or legal strike, the Association shall have the right to pay both Employee and Employer portions of health insurance premiums on behalf of all Employees not on leave.

#### **Article 7.00 Information on Board Decisions**

- 7.10 Decisions of the Board on appointment, renewal of appointment, promotion, tenure, continuing appointments, and leave shall be communicated in writing to the President of the Association at the same time as the candidate is informed.
- 7.30 The Board shall provide to the President of the Association in electronic form the agenda and approved minutes of all meetings of the Board and its Executive Committee. In addition, the agenda, minutes and attachments shall be placed in the University Archives within one month of approval of the minutes.

#### **Article 8.00 Provision of Facilities**

- 8.10 The Board shall provide the Association with two adjacent serviced wheelchair accessible offices, free of charge, and the use of the internal University postal service.
- 8.20 The Board shall provide suitable meeting rooms for on-site meetings, as required, free of charge.
- 8.30 In return for payment at stipulated rates, where appropriate, the Board shall make available to the Association the University duplicating services, computing facilities, audio-visual equipment, mailing labels of members of the Association, and the like.

- 8.40 The Board shall arrange a courtesy account for the use of the Association. Charges incurred by the Association shall be debited to this account and the Association agrees to abide by the accounting procedures laid down by the Board.
- 8.50 Employees of the Association shall be treated as if they were in the employ of the Board so far as access to the University facilities, parking, and the like are concerned. Payment of salaries to persons employed by the Association (not to exceed three), including deduction of income tax, Canada Pension Plan and Employment Insurance payments shall be effected through Human Resources.
- 8.60 The provisions of Articles 8.10 through 8.50 shall be null and void during a strike or lock-out.

#### **Article 9.00 Personal Files**

##### **9.10 Location of Personal File**

Data pertaining to the employment of Employees shall be placed in personal files, herein called "the Files". Material held confidential shall be held in the President's office and nowhere else; this file shall herein be referred to as "the President's File". Other material may also be held in the office of the Provost and the appropriate Dean, or Head and the Department of Human Resources. The Board shall hold no material confidential to the Employee except that specifically mentioned in this Article. The Employee shall have access to any Equity Officer file on the Employee excepting confidential material contained therein.

- 9.10.1 Employees shall have access to the Equity Officer's report and the file that was created during an investigation of a formal complaint against that Employee.

- 9.11 Any information held in personal files in electronic format shall be governed by the Articles herein.

##### **9.20 Content of the Files**

The Files may include the following types of information:

- (a) pre-employment material such as college transcripts, letters of application, curriculum vitae, and letters of reference
- (b) all recommendations of the University Review Committee or its predecessors concerning renewal, promotion, tenure or continuing appointment;
- (c) health records;
- (d) copies of correspondence with the Employee or made with the knowledge of the Employee, including copies of materials related to discipline;
- (e) copies of material reflecting professional development and achievements;
- (f) copies of material reflecting the salary history of the Employee;
- (g) information arising from annual Career Development Meetings.

- 9.21 Letters of reference and assessments solicited by Employees or by their Dean, the Provost, or the President, with the consent of the Employee, shall upon request of the author be held confidential and be held only in the President's File.  
Letters of reference and assessments shall not be sought without the consent of the Employee. Unsolicited letters of reference or assessments shall not be held confidential to the Employee. The Employee shall be notified when any material is added to the President's File.

- 9.22 The Files must not contain any anonymous material as defined by Article 1.05.

- 9.23 The Files shall contain an inventory of all the material contained within them. Any confidential material held in the President's File shall be listed by author, substantive summary and date. The Employee has the right of examination of this inventory. The President's File shall not include any confidential assessments by Deans and Academic Unit Heads.
- 9.30 Access to the President's File
- Employees shall have the right to access the entire contents of the President's File, with the exception of confidential information, during regular office hours upon written request to the President.
- 9.31 With one working day's notice to the appropriate office, Employees shall have the right to access any file on that Employee, including but not limited to the files of the Provost, Dean, the Head or Director, and the Department of Human Resources.
- 9.32 Employees or their duly authorized representative shall examine the President's File only in the presence of the President or a person appointed by the President for this purpose and shall not be allowed to remove the File or any part thereof from the office of the President. The foregoing procedure applies, mutatis mutandis, to examination of Files kept in the offices of the Provost, Employees' Dean, or Head or elsewhere.
- 9.40 Maintenance and Use of the Files
- Employees shall have the right to have included in their Files written comments on the accuracy or the meaning of any of the contents of the Files and to add any relevant third-party document to the Files.
- 9.41 Employees, at their own expense and upon written request to the President, Provost, or their Dean, or Head as appropriate, may obtain copies of the documents within their Files to which they have the right of examination with the exception of confidential information.
- 9.42 No information contained in the Files shall be made available to third parties except with the express, prior, written consent of the Employee concerned.
- Article 9.42 notwithstanding, the Association's Legal Counsel, the Board's Legal Counsel, and Arbitrator or Arbitration Board shall have access to any information in the Files, including confidential material, which they decide is relevant to the issue under consideration.

#### **Article 10.00 Professorial Appointments**

- 10.01 Except as may be necessary for the correction of inequities as agreed between the Parties, the standards of Article 3.00 shall be applied in making new appointments.
- 10.02 Each Faculty has a defined complement of professor positions which is a combination of tenure-stream and CLT positions. Each position is identified by an assigned number. Positions may be moved among Academic Units within the Faculty or among Faculties in accordance with Article 20.
- 10.03 Only the following types of appointments may be made:
- (a) tenured
  - (b) tenure-track (probationary)
  - (c) contractually limited term (CLT)
  - (d) temporary

- (e) lecteur/lectrice
- (f) PAD lecturer

Tenured, tenure-track (probationary), and CLT positions may be filled on a half-time basis. The duties of a half-time Professor shall be one-half of the responsibilities of full-time Professors.

10.04 Appointment with Tenure

Appointment with tenure means permanency of employment up to resignation/retirement, subject to the right of the Board to dismiss for just cause in accordance with the relevant provisions and procedures of this Agreement.

10.05 Tenure-Track (Probationary) Appointments

Tenure-Track (Probationary) appointment means appointment without tenure to a tenure-track position. A first probationary appointment shall be for a term of three years. During the course of this appointment, the Employee shall be considered for a second probationary appointment in accordance with the procedures given in Article 12.00. Professors who have been placed on leave (other than Doctoral Study Leave as defined in Article 24.98 or Exchanges as defined in Article 24.90) for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during the Employee's probationary appointment shall be granted a twelve (12) month extension for each such leave. The extension must be requested prior to the deadline cited in Article 12.02.

10.06 A second probationary appointment shall be for a term of up to three years. In the penultimate year of this appointment, the Professor shall be considered for an appointment with tenure in accordance with procedures given in Article 12.00. Professors who have been placed on leave (other than Doctoral Study Leave as defined in Article 24.98 or Exchanges as defined in Article 24.90) for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during the Employee's probationary appointment shall be granted a twelve-month extension for each such leave. The extension must be requested prior to the deadline cited in Article 12.02.

10.07 Seniority Towards Tenure

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

(a) When two years of seniority is granted, the Professor shall be appointed to a three-year probationary term, during the third year of which they shall be considered for tenure. If tenure is not granted, an additional one-year terminal appointment shall be offered.

(b) When one year's seniority is granted, the Professor shall be appointed to a three-year probationary term, renewable under the terms of Article 12.00 for a further two (2) year term. During the first year of the second probationary term they shall be considered for tenure. If tenure is not granted, the appointment shall be terminated at the end of the second year of the existing appointment.

10.08 Contractually Limited Term Appointment

A Contractually Limited Term Appointment (CLT) may be made for varying periods of time up to and including thirty-six (36) months at any given time. CLT appointments of less than twelve (12) months shall begin at least one (1) month prior to commencement of classes, if the

appointment can be completed by that date. Nine-and-one-half-month (9.5) CLT appointments shall begin on 1 August prior to commencement of classes and end 15 May after the end of classes, and five- (5) month CLT appointments shall begin on 1 August prior to commencement of classes or 1 December prior to commencement of classes, provided that a Professor who receives a second CLT appointment in the same academic year shall commence that appointment no earlier than 1 January and it shall be for a maximum of four-and-one-half (4.5) months.

10.08.1 CLT appointments that do not replace Professors on leave are intended to provide staffing flexibility in the delivery of academic programs. The number of positions shall be no less than twenty (20).

10.08.2 An interdisciplinary position may be allocated to two or more Academic Units. The Academic Unit(s) shall seek approval for authorization for the position. When two (2) or more Academic Units are seeking authorization, they shall recommend a home Academic Unit for the position.

10.09 CLT Appointments – Credit Towards Tenure

A Professor who has held (a) CLT appointment(s) and who is the successful candidate for a tenure-track appointment shall, at the Professor's option, receive seniority towards tenure consideration for the number of years served.

No Professor who has held (a) CLT appointment(s) may receive tenure without being recommended for tenure by the University Review Committee.

10.09.1 Continuation as Tenure-Track / Conversion to Continuing CLT

(a) Any of the CLT positions which do not replace Employees on leave under Article 24.00 or Article 26.30, or do not replace Professors holding academic administrative positions, and have been filled by appointees under 10.08 for five (5) consecutive years, shall be continued as tenure-track positions, in which case the appointment procedures outlined in 10.50 shall be followed. CLT appointments of six (6) months or less shall count as half (0.5) a year, CLT appointments of more than six (6) months, but not greater than 12 months, shall count as one (1) year. The requirement to continue a position as tenure-track may be waived at the request of the Academic Unit concerned in consultation with their respective Dean and subject to approval of the Provost and the Association.

(b) In cases where an Academic Unit has waived the requirement that a position be continued as tenure-track, the Employee who holds the CLT position at the time this requirement is waived shall be reviewed by their Academic Unit for a continuing appointment, the terms of which shall be no less than their current appointment, in accordance with Article 10.08, provided the Employee has five (5) years or more of continuing CLT service or seven (7) years or more of total CLT service. This review shall take place no later than 31 October of the fifth (5th) or seventh (7th) year of service, as appropriate. A continuing appointment means permanency of employment subject to the terms of the Collective Agreement. An Employee who holds a continuing CLT appointment under the terms of a previous Collective Agreement shall be considered already to have such permanency of employment.

(c) The review for a continuing appointment shall be carried out by a committee made up of the Head and three (3) additional members elected from among the eligible members of the Academic Unit as defined in Article 12.10 (e). All Academic Unit members shall be invited to submit written comments on the performance of the candidate to the

review committee. These comments shall be noted in the record of the review. The results of the review shall be transmitted in a letter by the Head to the Dean of the Faculty with a copy of the letter to the Employee. The Dean shall notify the Provost in writing. The Provost shall transmit the decision to the President, who shall send the decision to the candidate by registered letter. The President shall transmit a recommendation in favour of the Employee to the Board.

- (d) If a continuing appointment is denied for any reason, the Employee may appeal to the UAC (as in Articles 12.50 and 12.60). If the candidate wishes to appeal the decision of the committee, then within ten working days of receipt of the registered letter, a notice of appeal shall be sent to the Chairperson of the UAC with copies to the Dean and the Academic Unit Head.
- (e) The procedures of Article 12.60 shall apply with the DRC and URC committees being replaced by the committee described in Article 10.09.1 (c), with continuing appointment replacing all references to tenure.

#### 10.10 Conversion to Half-time Appointments

Tenured or probationary Professors may request a half-time appointment, subject to the following conditions.

An application by a full-time tenured or probationary Professor must be made to the President, with copies to the Head, Dean and Provost by the 31 December prior to the 1 July of which the change of status shall become effective. The Head, Dean and Provost must all be in agreement with the change. This agreement must also include the length of time that the half-time status shall be in effect.

The President shall provide a new appointment letter reflecting the halftime status.

#### 10.11 The duties of a half-time Professor who is employed on a twelve-month basis shall be one-half the responsibilities of full-time Professors (including teaching) as indicated in Article 17.01.

Duties may be spread over the twelve-month period, or may be condensed, depending upon the agreement reached by the Professor and their Academic Unit.

#### 10.12 The half-time Professor shall retain their status, rank and seniority.

#### 10.15 All Articles of this Collective Agreement shall apply to all half-time Professors.

#### 10.20 Visiting Appointment

A Visiting Appointment may be made for up to sixty months where external funding is available. Such appointments shall not be used in substitution of any other type of appointment but shall normally be used for bringing distinguished academics to the University. A Visiting Professor is not included in the full-time complement of the Academic Unit or the University.

#### 10.21 Externally Funded Chairs

- (a) When an agency or inter-agency group, external to Acadia University, provides funding for a Chair, not more than two delegates appointed by the agency or inter-agency may participate as voting members on the Selection Committee (Article 10.53) and participate fully in the interview and selection process.

- (b) If the appointee is to be eligible for tenure consideration at Acadia University while holding the Chair, such opportunity must be so stated in the letter of offer and the Academic Unit assigned the Chair must designate one of its numbered complement positions for the Chair holder. The designated complement position must be open on the effective date of the granting of tenure or the first date at which Acadia University begins to contribute to the Chair holder's salary, whichever comes first. This clause excludes CRC Chairs.
- (c) If at some future date the Chair holder is to have access to tenure consideration at Acadia University, the conditions of Article 10.21(b) apply.
- (d) If the Chair holder is to have access to promotion considerations under the Collective Agreement, with or without access to tenure considerations, such conditions must be so stated in the letter of offer.

10.22 Canada Research Chairs

- (a) If an Academic Unit has authorization to appoint an internal or external candidate to a Canada Research Chair the procedures described in 10.53 shall apply. Notwithstanding the provisions of 10.53, additional members may be added to the Selection Committee in order to comply with the Canada Research Chairs Program's accountability and transparency requirements and recruitment guidelines.
- (b) If the Canada Research Chair is allocated to a Faculty or to a group of Academic Units, any eligible members of the Faculty or the group of Academic Units may nominate any other eligible member to serve on the selection committee; members of the committee shall be chosen by election. In this instance, the selection committee shall normally be chaired by a Dean. Otherwise the procedures described in 10.53 shall apply. Notwithstanding the provisions of 10.53, additional members may be added to the Selection Committee in order to comply with the Canada Research Chairs Program's accountability and transparency requirements and recruitment guidelines.
- (c) Any internal appointees to a Canada Research Chair shall retain all rights and seniority towards tenure, promotion or sabbatical leave provided under this Agreement. Professors appointed to a Canada Research Chair shall retain their salary levels and grid placements on completion of their terms in these chairs.
- (d) Any external appointee to a Canada Research Chair may be appointed with tenure. The Selection Committee shall recommend an appropriate home Academic Unit, in consultation with the candidate.

10.31 In cases where a Professor resigns from a tenured or tenure-track position after the 1st day of December, or in cases where insufficient time is available to follow normal appointment procedures, a CLT appointment may be made. Every effort shall be made to avoid delays in the hiring procedures.

10.32 Where a Professor is granted half-time status, and where a replacement for the reduction to the Academic Unit is authorized by the President on the recommendation of the Academic Unit, the Dean and the Provost, the level of replacement may be part-time or CLT, and for all of the period during which the half-time arrangement is in place.

#### 10.45 Temporary Appointments

In certain circumstances not otherwise provided for by this Agreement such as sickness, death, or late resignation, the Board may act through its academic administrative appointees to fill vacancies in Academic Unit complement. Appointments so made shall be for a limited period not exceeding twelve months and the appointment procedures laid down in this Agreement shall be followed to the extent that is possible under the circumstances. All efforts shall be made to avoid delays in the process of hiring.

When a Professor is, for medical reasons, suddenly unable to fulfill their teaching obligations, the following guidelines shall be used in making arrangements to cover the courses affected by the Professor's absence:

- (a) If the anticipated absence is for a period of less than two (2) weeks, it is assumed that other members of the Academic Unit shall, whenever possible, assist in the supervision and instruction of the classes concerned.
- (b) If the anticipated absence is for a period of more than two (2) weeks, steps shall be taken to secure part-time assistance. Where such part-time assistance is not available, other members of the Academic Unit may assume responsibility for the courses and shall be remunerated for their services on a pro rata basis in accordance with the basic part-time credit course stipend.

#### 10.48 Lecteur/lectrice and PAD appointments

- (a) Lecteurs/lectrices are appointed under the terms of the relevant exchange agreements. The nominations received from the partner institutions shall be forwarded by the Head to the Dean with a copy to the President of the Association.
- (b) PADs are appointed under the terms of the relevant exchange agreement. Candidates are nominated by the Pädagogische Austauschdienst Bonn and by the German section. The recommendations of the German section shall be forwarded by the Head to the Dean with a copy to the President of the Association.
- (c) Articles 10.50 through 10.56 do not apply to the hiring of lecteurs/lectrices and PADs.

#### 10.50 Procedures for Appointment

Faculty members who have tenure or tenure-track appointments, Instructors with probationary or continuing appointments, and faculty members who have completed two (2) consecutive years' service in a CLT position may participate in any appointment procedure, provided they have completed the Employment Equity Workshop described in Article 3.66(a). Employees on leave pursuant to Article 24 who have rights to vote as specified in this Article may exercise these rights during the leave. They shall be notified of such rights by the Head sending an e-mail to the Employees' e-mail address and must respond and exercise such rights no later than three (3) working days after the e-mail is sent.

Where conflict of interest exists, the faculty member having such conflict shall withdraw completely from the appointment procedure.



10.51 Authority to Recruit

- (a) Recruitment of Employees requires the authorization of the President or Provost. Failed searches for authorized positions do not require reauthorization.
- (b) Authorizations to recruit CLT Employees for the following academic year shall normally be given to Academic Unit Heads and Directors no later than 15 January.

10.52 Advertising

- (a) Positions shall be advertised on the advice of the Selection Committee and the Dean(s) through the office of the Provost in appropriate electronic media, academic and professional journals, including Canadian publications relevant to the particular discipline as established by the Selection Committee once the authority to fill the position has been granted. The Selection Committee is encouraged to consult with the Employment Equity Committee to identify venues for advertising intended to reach prospective candidates from designated groups.

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

Upon authorization of a position, the Selection Committee shall determine by majority vote the requirements for the position in accordance with Articles 10.61 and 10.62, and the supporting documents required of candidates who wish to be considered for the position. The Selection Committee shall draft the advertisement which shall be reviewed by the Dean(s). The Dean(s) may request that the Selection Committee reconsider the draft advertisement. After consultation with the Dean(s), the Selection Committee shall approve by majority vote the advertisement. The advertisement shall indicate that all questions regarding the position requirements should be directed to the Chair of the Selection Committee. The Chair shall send the advertisement to the office of the Provost for posting.

- (b) All Advertisements shall include the following statement:

“The University invites applications from all qualified individuals; however, Canadians and permanent residents shall be given priority. The University encourages applications from Indigenous people; African Canadians; African Nova Scotians; persons with disabilities; visible minorities; women; persons of any minority sexuality, gender identity or gender expression; and all intersections of these identities. Acadia embraces the principles of equity, diversity, and inclusion as fundamental in creating an expansive academic environment and champions diverse knowledge systems as pillars of academic excellence.”

All applicants shall be required to submit an online self-identification form (Article 3.61(i)). These forms shall be processed by Human Resources. Information provided on these forms shall be held in confidence and may only be used for employment equity purposes as agreed in Article 10.53(b) and 10.53(d)(ii). Self-identification data collected for a given employment competition shall be destroyed after all requirements to preserve documentation for that competition have expired. Only candidates who have submitted a self-identification form can be considered as members of designated groups as described in Article 3.20. The form shall include the option to not self-identify, but candidates must submit the form with their application.

- (c) Applications shall be submitted to the Office of the Provost & Vice-President Academic via a dedicated e-mail address. The Provost's Office shall ensure each applicant completes the self-identification form in (b). The Provost's Office shall forward all applications to the Chair of the appropriate Selection Committee.
- (d) All tenure-track positions shall be advertised.
- (e) All CLT positions to be filled by a full-time Employee shall be advertised, except:

No advertisement is necessary where an Academic Unit wishes to retain for further contractually limited appointment the services of a Professor whose contractual limited appointment is about to expire, if two thirds of the eligible members of the Academic Unit as defined in Article 12.10(e) are in favour of retaining the Professor, provided that an authorized vacancy still exists. The Head shall make available to the Academic Unit the Professor's current CV, and shall invite the Professor to add any other information the Professor deems relevant. The vote shall be by secret ballot, either in person or through electronic means.

#### 10.53 Procedures within the Academic Unit

- (a) Each Academic Unit shall have a Selection Committee elected by the Academic Unit from within the Academic Unit, or where this is not possible, from cognate Academic Units as determined by the members of the Academic Unit in which the vacant position exists. For the purposes of this Article, when a member of a cognate Academic Unit is required for the Selection Committee, the decision of the Selection Committee goes directly to the Dean without being considered by the Academic Unit under 10.53 (d). The Head of the Academic Unit shall normally be the Chair of the Selection Committee which shall consist of at least three (3) persons, in making appointments described in 10.03(a)-(d).

No Selection Committee is required for appointments described in 10.03(e)-(f).

In the case of interdisciplinary appointments, the Selection Committee shall consist of at least five (5) members: the Head of the home Academic Unit, who shall normally be Chair; two eligible members elected by the home Academic Unit from within the home Academic Unit, or where this is not possible, from cognate Academic Unit(s) as determined by the members of the home Academic Unit; and two eligible members elected by the other Academic Unit(s) from within the Academic Unit(s), or where this is not possible, from cognate Academic Units as determined by the members of the Academic Unit(s). In the case where an Interdisciplinary Program is one or both of the Academic Units, the Program Coordinator shall be one of the two members from that Academic Unit on the Selection Committee, with the other elected by the members of that Academic Unit as defined in Article 1.20.3.

Each Selection Committee shall also include a non-voting member from outside of the Academic Unit(s), appointed by the Employment Equity Committee as described in Articles 3.61 (the "Equity Representative"). The role of the Equity Representative is to ensure that there are discussions and considerations of equity issues by the Selection Committee at all stages in the process. If, at any point during the hiring procedures, the Equity Representative concludes that proper procedures in the Collective Agreement relating to equity are not being followed, the Equity Representative shall inform the Selection Committee. If the Selection Committee and the Equity Representative are unable to resolve the problem, the Equity Representative shall inform the Dean and the

President of the Association of the situation. The Dean shall, if necessary, request the Selection Committee to re-examine its process. During this re-examination, the hiring process shall be suspended to a maximum of five (5) working days.

Instructors shall have input into hiring procedures. The Academic Unit may choose to include an Instructor on the Selection Committee.

Faculty Members who have a CLT position shall have input into hiring procedures where possible. Students shall have input into hiring procedures where possible.

A quorum shall be fifty per cent (50%) plus one (1) of the eligible faculty members on the Selection Committee.

The Chair of the Selection Committee shall verify that faculty members elected to serve on the Selection Committee have completed the Employment Equity Workshop described in Article 3.66(a). Faculty members whose equity training has expired shall not be eligible to serve on Selection Committees.

- (b) With reference to the factors in Article 10.61 and 10.62 the Selection Committee shall establish a short list of candidates. Candidates who are demonstrably better qualified for the position as described in the advertisement and according to Articles 10.61 and 10.62 shall be shortlisted. In keeping with the principles of employment equity, when two or more candidates are similarly qualified for the position as described in the advertisement and according to Articles 10.61 and 10.62, the Chair shall send Human Resources a list of these candidates, and Human Resources shall assign a numerical rank to the candidates following the procedure in Article 3.56(e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs. The Selection Committee shall use the ranked list to fill any remaining spaces on the shortlist. If Human Resources cannot establish a ranking, then the Selection Committee shall shortlist the candidate(s) best qualified for the position as described in the advertisement and according to Articles 10.61 and 10.62.

The short list shall be made available to members of the Academic Unit(s). Members of the Academic Unit(s) who wish to comment on the short list drawn up by the Committee shall have two (2) working days from the time of the distribution of the list to make their views known to the Committee.

The Committee shall then finalize the short list which shall be redistributed to the members of the Academic Unit(s) and copies thereof provided to the Dean(s), Provost and President.

- (c) The Chair shall arrange for interviews of a minimum of two (2) and no more than three (3) candidates in the first instance, unless only one (1) qualified candidate has been found; further candidates may be interviewed on the approval of the Provost. All candidates selected for an interview shall be asked whether they require accommodation to ensure equal access to the interview process. No reasonable request for accommodation shall be denied. Interviews shall be conducted by the Selection Committee. Each candidate shall meet the Dean(s) or delegate(s), either the President or the Provost, and a representative of the Association designated by the Association Executive. Whenever possible, all members of the Academic Unit(s) 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. All eligible members of the Academic Unit(s) as defined in Article 10.50 shall be invited to submit individual written

comments to the Selection Committee.

In the case of appointments of one (1) year or less, on-site interviews, or travel by Professors for the purpose of interviewing, shall be authorized only with the approval of the Provost upon recommendation of the Selection Committee.

In cases where on-site interviews for a CLT appointment of less than 12 months have not been authorized by the Provost, or in cases where a local candidate is available for an on-site interview and a non-local candidate is not, all interviews shall be conducted in the same manner (video or voice only).

The short-listed candidates shall receive a pdf copy of the Collective Agreement from the Selection Committee before their interview.

- (d) (i) Following the interview process, the Selection Committee shall rank the acceptable candidate(s) based on the advertisement and according to Articles 10.61 and 10.62. When two (2) or more candidates are similarly qualified, they shall be given the same rank. The Selection Committee shall recommend the ranked list to the Academic Unit(s), with a rationale based on the advertisement and according to Articles 10.61 and 10.62.

The Academic Unit(s) shall conduct a majority vote by secret ballot on the recommendation of the Selection Committee. The Academic Unit(s) shall only reject the recommendation if members of the Academic Unit(s) determine that the recommendation is fundamentally flawed based on a failure to follow the processes in Articles 10.50, 10.52, and 10.53, or to consider the terms of the advertisement, or to apply Article 10.61 and 10.62.

If the recommended ranking of the Selection Committee is rejected, the eligible members of the Academic Unit(s) as defined in Articles 10.50 and 10.53(a) shall constitute themselves as the Selection Committee and re-rank the acceptable candidates with a rationale based on the advertisement and according to Articles 10.61 and 10.62. The quorum requirements for this Selection Committee shall be fifty per cent (50%) plus one (1) of the faculty members on the committee.

Following majority approval of the ranking by the Academic Unit(s), if only one (1) candidate has been ranked first, the procedures of Article 10.53(d)(iv) shall apply. If more than one (1) candidate has been ranked first, the procedures of Article 10.53(d)(ii) shall apply.

- (ii) In keeping with the principle of employment equity in Article 3.20, whenever two (2) or more candidates have been assigned the same ranking by the Selection Committee in accordance with Article 10.53(d)(i), the Chair shall send Human Resources the list of these candidates, and Human Resources shall assign them a numerical rank following the procedure in Article 3.56 (e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs.

If Human Resources cannot establish a ranking, then the Academic Unit(s) shall determine which candidate is best qualified for the position as described in the advertisement and according to Articles 10.61 and 10.62.

- (iii) The Selection Committee shall ensure that it has advertised in Canadian publications. Whenever possible, the Committee shall ensure that the offer is made to a suitable candidate who is a Canadian citizen or permanent resident. If a suitable candidate cannot be found in the above category, the search may be widened and an offer made to a non-Canadian.
- (iv) The Selection Committee shall discuss with the recommended candidate any special conditions of appointment such as, but not limited to, start-up funds, seniority towards tenure, and credit toward sabbatical leave. Candidates shall be informed that they may submit a budget justifying any request for start-up funds beyond the minimum amount stipulated in Article 25.40. Following this discussion, the Selection Committee shall make a recommendation to the Dean that this candidate be appointed, with a rationale of the candidate's suitability in relation to other candidates, including any information related to the application of Articles 10.53(b) and 10.53(d) (i), (ii), and (iii). The recommendations shall include any special conditions of appointment such as, but not limited to, start-up funds, seniority towards tenure, and credit towards sabbatical leave. The Committee shall recommend an appropriate rank and suggest a salary in accordance with Article 10.63. The remaining candidates on the short list who are deemed acceptable by the Academic Unit shall be listed in order of priority. All votes on appointment recommendations within Academic Units shall be by secret ballot of those eligible to vote.

10.54 The recommendation of the Selection Committee shall be sent in a letter to the Dean in confidence with a copy to the President of the Association. This letter shall be written using the template in Appendix J and shall include: where and when the position was advertised, a copy of the candidate search advertisement, a list of the selection committee members, dates of selection committee meetings, candidate interview date(s), a copy of the recommended candidate's curriculum vitae, and the Recommendation to Hire form (Appendix J). For appointments that are designated as replacements positions, the letter shall indicate who is being replaced. The Association shall scrutinize all recommendations of appointments to ensure that they have been made in conformity with the terms of the Collective Agreement.

The Dean(s) shall comment in a letter on the recommendations of the Selection Committee before sending them on to the Provost, who in turn shall comment on the recommendations in a letter and shall forward these and any comments to the President of Acadia University.

10.55 The President, Provost, or the Dean(s) may request the Academic Unit(s) to reconsider the proposed appointment, giving reasons for the request based on the criteria in Articles 10.61 and 10.62 and the advertisement, or the procedures of Article 10.53. Following this reconsideration, in instances where it is requested, the recommendation(s) of the Committee shall be forwarded to the officer requesting the reconsideration for action. This correspondence shall be copied to the President of the Association.

10.56 A Presidential decision to reject the recommendation from an Academic Unit shall be only on the basis of academic criteria set out in Article 10.61, Article 10.62, and the advertisement. The President shall write to the Provost, Dean and Head providing a rationale for rejecting the recommendation with a copy to the President of the Association.

10.57 Notification of Acceptance

The Employer shall forward a copy of the letter of acceptance of a job offer to the Association within five (5) working days of receipt.

10.60 Criteria for Appointment

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

- (a) verifiable academic qualifications (i.e., earned degrees, diplomas, and the like) or an acceptable combination of education and experience, as in Article 12.83(a);
- (b) performance and potential as a teacher and lecturer. Both qualitative and quantitative aspects shall be considered. These shall include, but are not limited to, such factors as past teaching experience, supervision of students, evaluation of past teaching performance and ability and potential to participate in and contribute to the academic programs of the Academic Unit;
- (c) scholarly activity, including, but not limited to, research and publications;
- (d) previous contribution to an Academic Unit, faculty, or university, including course and program development;
- (e) contributions to the professor's discipline or profession, including but not limited to, service or activities in professional organizations, service programs, community service, and the like.

In evaluating (b) through (e), the Selection Committee should consider the range of activities in Article 12, Appendix I.

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 faculty. In such exceptional cases, the Selection Committee shall state the criteria to be used for evaluation, and their relative emphasis prior to reading the letters of application for each vacancy.

10.63 Initial Grid Step Placement

- (a) Initial placement on the grid shall be determined based on the following formula:

Lecturer

Individuals who have not completed a terminal degree in their field shall be placed on the Lecturer scale. Individuals with a Master's degree or equivalent education and work experience only shall be placed at Step 1.

Additional increments based on each full year (or equivalent) of experience shall be credited according to the following formula:

$$\begin{aligned} & \text{number of years of full-time University level teaching, or equivalent (no more} \\ & \text{than one year of credit can be accumulated in a single year)} \\ & + \text{number of years of experience relevant to the position, post first degree} / 2^* \\ & \text{*relevant experience shall include full-time parenting} \end{aligned}$$

Assistant Professor

Individuals with terminal degree only shall be placed at Step 1.

Additional increments based on each full year (or equivalent) of experience shall be credited according to the following formula:

number of years of full-time University level teaching, or equivalent (no more than one year of credit can be accumulated in a single year)  
+ number of years post-doctoral fellowship /2  
+ number of years of experience relevant to the position, post first degree /2\*  
*\*relevant experience shall include full-time parenting*

Associate/Full Professor

Individuals who are not already at the Associate/Full rank (or equivalent) shall be placed at Step 1.

Additional increments shall be credited based on the number of years at Associate/Full (or equivalent).

- (b) In exceptional circumstances, should the Academic Unit deem it necessary to place the appointee at a grid step higher than the one derived using the formula, a written rationale shall be provided to the Provost for such deviations, copied to the President of the Association. The Provost shall consider this rationale in rendering the decision on grid placement. Should negotiations of grid step placement be required, the Provost shall be the only person with authority to negotiate with the candidate. The Provost shall provide a written rationale for deviating from the above formula, copied to the President of the Association.
- (c) No new appointees shall be placed lower on the grid than the formula stipulates.
- (d) The Provost shall provide the data used to determine initial grid step placement to the Association.

10.70 Mode of Appointments

The President shall provide to each new or reappointed Professor a letter of appointment which shall include the following:

- (a) the effective date of appointment;
- (b) the terminating date of appointment;
- (c) the type of appointment as specified in Article 10.03;
- (d) the rank and salary of the Professor as of the effective date of the appointment;
- (e) the Academic Unit to which the Professor shall be attached;
- (f) special conditions, if any, including initial seniority in rank, or initial seniority toward award of tenure or sabbatical leave, start-up funding, or an emphasis on the criteria for appointment, promotion, renewal, and tenure should these differ from the requirements for most teaching faculty, or ratio of work allocated between Academic Units of the interdisciplinary appointment;

- (g) appointments normally begin on 1 July, but they may become effective on other dates. Professors shall enjoy all appropriate benefits from the date of appointment. When an appointment begins after 1 July but before or including 31 December, seniority towards renewal, tenure, promotion and sabbatical leave shall be retroactive to 1 July preceding employment. When an appointment begins between 1 January and 30 June, then seniority towards tenure, promotion, and sabbatical leave shall begin the following 1 July;
- (h) a statement indicating if the Professor has the appropriate academic qualifications or whether further qualifications must be obtained, and indicating the year by which they should apply for tenure.
- (i) a statement that if an Employee has been granted a leave in accordance with Article 24.40, 24.60 or 24.61, the Employee shall be granted an extension equal to the duration of the leave to any deadline specified in the letter of appointment.
- (j) a statement that the Employee is eligible to claim moving expenses according to Articles 25.30, 25.31, and 25.32.

10.71 Each individual to whom an offer is made shall receive a copy of this Agreement prior to the letter of appointment being sent. The letter shall state that the appointment is subject to the terms and conditions of this Agreement.

10.72 A copy of the letter of appointment shall be sent to the Head of the Academic Unit, the Dean of the Faculty, the Provost, the Vice-President (Finance & Administration) and CFO, the Associate Vice-President (Finance) and Treasurer, the Director of Human Resources, the President of the Association, and the Chair of the Pay Equity & Appointments Committee, as described in Article 39.

10.80 Adherence to Procedures

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

## **Article 11.00 Part-time Employees**

11.01 Part-time Employees

This Article 11 only applies to part-time Employees covered by Certification Orders #4914 and 5093 and in this Article 11, "Employee" means a Part-time Employee as defined in Article 1.15.1.

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

11.03 Part-time Employees shall have all the rights of this Collective Agreement excepting Articles 10, 12, 13.01, 13.03, 15.20, 15.50(h), 15.50(i), 15.50(j), 15.60, 15.68, 16, 17.01, 17.02A(e), 17.02A(m), 17.02B-17.05, 17.08.1-17.13, 17.20-17.22, 17.31, 17.33, 17.35-17.81, 17.83-17.84, 20, 24, 25.10-25.40, 26.01-26.62, 26.64-26.74, 33, 37, 38, 39, 40, 43, 45, 50, 51, 55, 56 and 59.

11.04 Copies of the Agreement

The Employer shall provide each Employee with a copy of the Collective Agreement.



- (a) An Employee shall earn overall precedence for credit courses taught on a Per Course basis at Acadia University. Precedence shall be calculated in units of credit hours.
- (b) An Employee shall also earn course-specific precedence. For Applied Music courses, course-specific precedence shall be based on accumulated precedence specific to both course number and the advertised instrument of instruction. For per-course hiring, the last six (6) academic years of course-specific precedence shall be considered (see Article 58.09(a)).
- (c) Human Resources shall maintain a Precedence List which records entry dates, exit dates, total number of hours, and course-specific hours for Employees. The Precedence List shall be used to determine precedence relative to the closing date of application for positions.
- (d) An Employee shall be on probation until they have taught part-time the equivalent of nine (9) credit hours at Acadia University extending over at least two (2) academic years.
- (e) Following the successful completion of the probationary period an Employee shall be placed on the Precedence List. The Employee's credit hour balance upon placement on the Precedence List shall include all credit hours accumulated during the two (2) year probationary period.
- (f) Precedence at Acadia shall be earned and calculated on a go-forward basis.
- (g) An Employee shall earn precedence for credit courses taught on a part-time Per Course basis at Acadia University. Precedence shall be calculated in units of credit hours. Employees teaching laboratories, music ensemble courses, and applied music courses shall be eligible for precedence for appointments. Precedence shall be calculated and accrued according to the following formula, consistent with the principles established in Article 17.32:
  - (i) For laboratory instruction, Employees shall receive precedence equal to one-half (0.5) times the precedence rate for the equivalent hours of course instruction.
  - (ii) For weekly music ensemble instruction, Employees shall receive precedence equal to one half (0.5) times the length of the weekly rehearsal period in each ensemble course taught.
  - (iii) For applied music courses, an Employee shall earn one-half (0.5) hours of precedence for every student taught in a three-credit-hour course and one (1) hour of precedence for every student taught in a six-credit-hour course.
  - (iv) An Employee who teaches an online course through Open Acadia shall earn three (3) credit hours of precedence for each three-year period that the Employee teaches the course. Precedence shall be considered earned as soon as one student remains enrolled in the course more than the two weeks after registering allowed for cancellation (Article 44, Appendix II, 2.3).
- (h) An Employee on the Precedence List who then teaches under a contractually limited term (CLT) appointment and who subsequently returns to part-time status shall earn overall precedence for one course per semester that they teach under that appointment. The Employee shall earn course-specific precedence for each course taught while under the contractually limited term (CLT) appointment.

- (i) Human Resources shall submit the Precedence List for approval to the Association three (3) times annually on the following dates: 15 January, 15 May, and 15 September.
- (j) Any questions regarding the accuracy of the Precedence List shall be directed to Human Resources with ten (10) working days of receipt of the List. Agreed-upon amendments shall be made within ten (10) working days if possible. Once amended, the List shall be considered to be accurate and shall be effective until the next List is agreed upon.
- (k) Precedence ceases to apply if:
  - (i) An Employee has been dismissed and not reinstated under Article 14.
  - (ii) An Employee has not taught a credit course, laboratory, music ensemble, or applied music at Acadia within the last three (3) years. An Employee's name is removed from the Precedence List thirty-six (36) months from the termination date of their last academic appointment.
  - (iii) An Employee has received unsatisfactory reviews in accordance with Article 15.50 (e) for two (2) of three (3) consecutive and/or concurrent appointments.
- (l) Precedence shall not be earned for a course from which an Employee has resigned.
- (m) An individual who has retired from a full-time position at Acadia University shall be exempt from the probationary period outlined in Article 11.12(d). Retirees shall be placed on the Precedence List either by direct request to Human Resources or by applying for a Per-Course appointment. Individuals must act within three (3) years of retirement to be included on the Precedence List without a probationary period.

#### 11.14 Conversion to Instructor Appointment

- (a) An Employee who, upon successful completion of the probationary period in accordance with Articles 11.12 (d) and 11.12 (e), has taught part-time the equivalent of a full-time teaching load (as defined in Articles 17.31, 44.11, and 44.12) over a period of three (3) consecutive academic years, including intersession, shall be offered a 12-month continuing position as Instructor. At least sixty percent (60%) of the credit hours used for the purpose of conversion must be from a single Academic Unit.
- (b) No later than 1 May of each academic year, Human Resources shall provide the Association a list of all Employees eligible for conversion under the terms of Article 11.14 (a). This list shall also be sent to the Head(s) of the Academic Unit(s) of each Employee who is eligible for conversion.
- (c) The Head(s) of the Academic Unit(s) shall meet with the Employee eligible for conversion and a representative of the Association to discuss selection of home department, placement on the salary grid in accordance with the principles of Articles 43.50, 43.51, 43.52, and 43.54, and any special conditions of employment such as, but not limited to, initial seniority in rank, promotion, or credit towards sabbatical leave. The period of three (3) consecutive academic years during which the Employee taught the equivalent of a full-time teaching load shall count as credit towards sabbatical leave.
- (d) In cases where an Employee has taught courses in more than one Academic Unit, the Employee may request an interdisciplinary appointment in accordance with Article 15.69. The Employee and the relevant Academic Unit heads shall meet to discuss work allocation and the Employee's home Academic Unit. If the Employee and the Academic Unit heads are unable to reach a mutually satisfactory arrangement, the Academic Unit

in which the Employee has taught the greatest number of courses shall be deemed to be the home Academic Unit. Such Employees shall be granted interdisciplinary appointments in accordance with Article 15.69. The ratio of work to be allocated between Academic Units shall be determined by the ratio of the number of courses taught in each Academic Unit over the previous three (3) academic years.

- (e) Following this meeting, the Head shall send a letter to the Dean in confidence with a copy to the President of the Association indicating the recommended rank and any special conditions of appointment.

Within five (5) working days after the receiving the letter, the Dean(s) shall comment in a letter on the recommendations of the Head before sending them on to the Provost, who in turn shall comment within five working days on the recommendations in a letter and shall forward these and any comments to the President of Acadia University.

- (f) Within five (5) working days after receiving the letter from the Dean(s), the President shall issue a letter offering the Employee a continuing appointment as Instructor.
- (g) The Employer shall forward a copy of the letter of acceptance of this job offer to the Association within five (5) working days of receipt.
- (h) An Instructor who converted from part-time to full-time under Article 11.14 (a), may apply to convert to be a tenured professor. The same process as for tenure review under Article 12 shall apply. If tenure is approved, it shall be effective the subsequent July 1 and the Employee shall be placed on the appropriate Assistant Professor grid step that results in a salary increase for the Employee. Once converted to a tenured professor, the normal promotion process for professorial appointments applies. If conversion to a tenured professor appointment is denied, the Employee shall continue as a continuing Instructor and shall not be eligible to apply for a conversion to tenured professor for three (3) years.

#### 11.15 Working Conditions and Facilities

- (a) The Employer shall provide Employees teaching on-campus courses with the use of appropriately furnished shared office space containing ergonomically sound furnishings (chair and desk), a telephone, bookshelves, a filing cabinet, and network access from that office. The office shall include ceiling to floor walls with sound insulation; lockable doors; lighting sufficient for reading, writing, and computer work; appropriate adjustable exterior window coverings and safe floor coverings; temperature maintained within a normal office temperature range; and acceptable air circulation and quality. For the efficient performance of the duties and responsibilities of the Employee, the Employer shall ensure that no more than three (3), and make every reasonable effort to ensure that no more than two (2), people share a given office.
- (b) Employees teaching on-campus courses shall have the same rights as full-time Employees regarding printing, scanning, and photocopying privileges, a departmental mailbox, library privileges, access to a laptop computer and associated services (i.e., to e-mail, Internet access, personal webpage). Requests for laptops from part-time Employees teaching off-campus courses shall not unreasonably be denied. Employees have the rights of Articles 17.15 – 17.17 on Computer and Network Access.

Except in the case of Teaching Affiliates, these privileges shall commence two (2) weeks prior to the contract start date and shall terminate two (2) weeks subsequent to the

contract end date of the Employee's contract. Employees who have a confirmed appointment for an upcoming academic session shall retain their library privileges, laptop computer and associated services for the break between appointments.

- (c) Employees teaching on campus courses shall have access to the faculty dial-in services without charge for use of the line.
- (d) Adequate Classroom Space: The Board shall make a reasonable effort to provide classroom and library space which meets the pedagogical needs of the various academic subjects. Appropriate classroom size, level of permissible background noise, necessary teaching aids (such as blackboards, whiteboards, and audio/visual equipment), and access to technology shall all be considered when allocating classrooms. Employees with disabilities shall be entitled to reasonable workplace accommodations up to the point of undue hardship.
- (e) Employees have the rights of Articles 17.90 – 17.95 on occupational health, safety, and accessibility.

#### 11.16 Leave of Absence

- (a) If an Employee is absent for up to six (6) teaching hours per course per fall and winter term, or six (6) teaching hours per course for intersession, because of illness or a death in the family, there shall be no loss of pay for the time missed. The Employee shall notify the Academic Unit in advance with as much notice as possible of any absence.
- (b) Employees summoned to be a witness or for jury duty shall notify their Dean as soon as possible and provide a copy of the subpoena or summons and shall suffer no loss of pay for the time missed.
- (c) Employees are entitled to up to six (6) teaching hours per course paid pregnancy and/or parental leave. Pregnancy leave may begin prior to the expected date of delivery, at the week of the child's birth, and end not sooner than one (1) week after the date of delivery. Parental leave may begin anytime following the birth or arrival of the child(ren) into the Employee's home.
- (d) As per Article 13.02, Employment may be terminated by mutual written agreement at any time. The President of the Association shall be notified of any termination.

#### 11.17 Vacations and Compensation

- (a) In lieu of time off with pay, all vacation entitlement is included in the Employee's stipend as per Article 21.00.
- (b) The Employer shall pay Employees in accordance with Article 21.00 and 26.63.
- (c) Employees who meet plan eligibility shall be included in the Nova Scotia Public Service Superannuation Plan (PSSP) as described in Article 23.10.
- (d) Employment Insurance  
For purposes of calculating hours of work for Employment Insurance, each three (3) credit hours taught by Employees, including during Intersession, shall constitute 200 hours of employment.

Laboratories shall constitute 100 hours of employment.

For online courses offered through Open Acadia, Employees shall be credited with eight (8) hours of employment for each student who completes the course. For each student who does not complete the course but who remains enrolled in the course more than the two weeks after registering allowed for cancellation, Employees shall be credited with four (4) hours of employment.

Development of online courses shall constitute 200 hours of employment and the number of weeks shall be those defined in Article 44, Appendix IA, clause 1.2. Redevelopment of online courses shall constitute 100 hours of employment and the number of weeks shall be those defined in Article 44, Appendix IB, clause 1.2.

- (e) In accordance with Article 26.64, Employees shall receive an Individual Recreation Facility Pass.

11.18 Intellectual Property

- (a) All Intellectual Property is owned by the Employee who solely creates it except where there is a written contract to the contrary assigning the ownership rights of the intellectual property to the Employer or a third party.
- (b) Employees shall retain ownership of class notes, lectures, and other materials that they have solely created pertaining to their course development and teaching, as well as to educational products resulting from teaching, except where Employees have negotiated otherwise with the Provost or their representative.

11.19 Teaching Expectation, Academic Responsibilities, and Professional Development

A. Dissemination of Knowledge

The dissemination of knowledge for Employees includes undergraduate and graduate teaching. Any research, community or clinical service is optional. In accordance with Article 17.08, Employees are expected to disseminate knowledge as outlined in Article 17.02 A, excepting clause (e) on supervising advanced student research, and clause (m) regarding presence during the academic year:

- (a) Although exempt from 17.02 A (e), an Employee may elect to supervise students' research and practical work and assist in thesis supervision as well as to participate in the evaluation of students' research and theses, consistent with Article 17.34 of this Agreement.

Any Part-Time Employee involved in supervising advanced student research shall be compensated under the guidelines of Article 21.11.

- (b) Although exempt from 17.02 A (m), Part-time Employees are expected to be present during the term of their employment, except with the written approval of the Head/Director.
- (c) Although attendance at Spring Convocation is not required, Part-time Employees shall be welcome to attend.

B. Class Size

Enrolment for courses, or sections of courses, taught by Part-Time Employees shall not exceed 60. Official enrolment counts shall be established as of the last day to add courses in each semester as specified in the Academic Calendar.

C. Academic Unit and Institutional Affiliation

- (a) All affiliated Employees shall be named and listed on Academic Unit and University webpages for the duration of their contract or institutional affiliation.
- (b) In accordance with Article 15.67, the Employer agrees to publicize the academic achievements of each Employee which they and the Head have deemed suitable for inclusion in the Vice-President's Annual Report to the Senate and shall endeavour to make these achievements known to the wider public in the local and provincial media without prejudice to the achievements of any one Employee unless the Employee specifically requests that information be withheld from the public.
- (c) Employees shall have discussions with their Head about teaching development in accordance with 15.50(e).
- (d) Heads, or Academic Unit delegates, assume responsibility for all course related issues, student matters, and similar correspondence at the end of every related part-time contract.

D. Professional Development Allowances

- (a) Travel and Professional Allowance Fund: All Employees have access to funds allocated to their Employee group through Article 25.54.
- (b) University Research Fund: All Employees have full access to funds allocated through the University Research Fund as stipulated in Article 25.55.
- (c) Academic Unit Scholarly Activities Fund: Employees shall not be excluded from activities stemming from Article 25.56.
- (d) In accordance with Article 25.57, Tri-council policy on eligible expenses shall apply to Articles 25.54, 25.55, and 25.56. Other expenses approved by the Head that specifically relate to an Employee's responsibilities as outlined in Article 17 shall also be considered eligible expenses for reimbursement. Such expenses shall include, but are not limited to: memberships dues, professional development courses/ conferences, equipment, books, journal subscriptions, or other academic material.

Per diem allowances (including accommodation, meals, mileage, and incidental expenses) for travel shall be the rates established by the National Joint Council Travel Directive, Appendices B, C, and D. Claims pursuant to this Article shall be completed on a separate claim form denoting the per diem rates in effect.

- (e) In accordance with Article 17.82, the Provost shall work with the Associate Vice-President of Research and Dean of Graduate Studies in assisting Part-

time Employees in applying for external grants and contracts. The Associate Vice-President of Research and Dean of Graduate Studies shall report annually to the Association on all efforts to assist Employees in applying for external grants and contracts.

11.20 Personal Files

In accordance with Article 17.14:

- (a) The Board shall treat Employee files and communications as confidential and shall not examine or disclose information without just cause nor disclose information to a third party unless it is for use in a disciplinary or criminal investigation or has been the subject of a subpoena served on a representative of the Board. Authorization to search, access or disclose personal data shall require the approval of the Vice-President (Finance & Administration) and CFO. The Association shall be notified of any exercise of this clause and the circumstances leading to that exercise.
- (b) The Parties agree that Employees have a right to privacy in their personal and professional communications and files, whether on paper or in an electronic form.

11.21 Teaching Affiliates

Upon placement on the Precedence List, Employees shall be given institutional affiliation with the title of “Teaching Affiliate”.

- (a) Teaching Affiliates shall maintain institutional affiliation as long as they remain on the Precedence List.
- (b) Teaching Affiliates shall receive library rights and services and an Acadia e-mail account. Teaching Affiliates may request network access from the Head of an Academic Unit.
- (c) Teaching Affiliates shall be named and listed on Academic Unit and University webpages. Their professional achievements may be publicized unless the Teaching Affiliate specifically requests that information be withheld.
- (d) Teaching Affiliates shall retain access to funds and allowances earned during periods of employment, including the Travel and Professional Allowance Fund (Article 25.54) and the University Research Fund (Article 25.55).
- (e) Teaching Affiliates shall be welcome to attend Spring Convocation, providing space is available.
- (f) Teaching Affiliates shall not be entitled to any benefits, rights, or protections in the Collective Agreement by virtue of this designation, other than those set out in this clause.
- (g) The Employer reserves the right to remove the status of Teaching Affiliate for just cause.

**Article 12.00 Renewal, Tenure and Promotion**

- 12.01 (a) The Head shall ask Professors by 15 June if they wish to apply for renewal, tenure or promotion and Instructors whether they wish to apply for promotion. Professors wishing

to be considered for renewal, tenure or promotion and Instructors wishing to be considered for promotion shall notify their Head, Dean, and the Chair of the University Review Committee (URC) of their intent by 15 July.

- (b) The Association and the Board shall cooperate to offer annual workshops to prepare members for participating on Departmental/Library Review Committees (DRC) and the University Review Committee. The purpose of these workshops shall be to make DRC/URC members aware of procedures and assessment criteria stipulated by the Collective Agreement. In these workshops, DRC/URC members shall also receive training on equity issues (as provided in Article 3.66 (a)) and alternative career paths. Such workshops shall be offered at least three (3) times each year.

12.02 If one or more Professors or Instructors indicate that they intend to apply for renewal, tenure or promotion, then the Head shall, in accordance with Article 12.10, establish a Departmental Review Committee (“DRC”) by 31 August.

Professors wishing to request an extension for renewal or tenure under the terms of Articles 10.05 or 10.06 must do so by 15 July.

12.03 Professors wishing to be considered for renewal, tenure or promotion and Instructors wishing to be considered for promotion shall by 1 September provide the Head with a dossier that contains the following:

- (a) a complete up-to-date professional resume that adheres to the form described in Appendix II of this Article;
- (b) a copy of the letter of appointment and any other letters relating to the candidate’s current responsibilities;
- (c) letter of application indicating progress since the candidate’s initial appointment or the last promotion, whichever is the more recent;
- (d) all records and associated correspondence of career development meetings as specified in Article 15, and copies of sabbatical report as per Article 24.23;
- (e) any other material that the candidate deems to be pertinent to the application. See Appendix I for guidance;
- (f) The dossier shall contain a detailed table of contents, listing every individual document with a unique index code for each document. The dossier, including items (a) through (e), shall be submitted in electronic PDF or MS Word form to the Secretary of the DRC. Before sending the dossier from the DRC to the URC, the candidate and the chair of the DRC shall confirm that all material listed in the index is in fact present. Electronic documents are also to be sent by the Secretary of the DRC to the Secretary of the URC;
- (g) Candidates applying for promotion to Full Professor shall indicate in the cover letter the nature of their distinctive contribution to academic life.

12.10 Departmental Review Committees

- (a) In each Academic Unit there shall be a Departmental Review Committee (“DRC”) for each application for renewal, tenure or promotion.



- (b) It shall be the responsibility of the DRCs to receive and review all applications for renewal, tenure or promotion and to forward their decisions to the URC.
- (c) Those eligible to elect the DRC members shall be those in the Academic Unit holding the rank of Lecturer, Assistant Professor, Associate Professor, or Professor, as well as Instructors, excepting those in the first year of appointment.
- (d) Each DRC shall have a membership of six and be composed of:
  - (i) the Dean who shall be Chair but shall not vote except to break a tie;
  - (ii) the Head;
  - (iii) three (3) additional members elected from among the eligible members of the Academic Unit, subject to the terms in (e) below, one of whom shall be secretary to the committee; two (2) of these members shall serve on all DRCs in the Academic Unit within a given academic year;
  - (iv) one tenured Professor, Librarian, or Archivist selected using the process in 12.10(d)(vi);
  - (v) if there are insufficient eligible members of the Academic Unit, then an additional number to make a total of five shall be selected using the process in Article 12.10(d)(vi). Should the need for replacement cognate Academic Unit members exceed the capacity of those Academic Units to provide replacements with appropriate expertise, external sources may be used for up to two of the five members of the DRC for the Academic Unit.
  - (vi) the Academic Unit shall consult with the candidate, to draw up a cognate list of eligible and willing members of other Academic Units whose interests and expertise make them appropriate members of the candidate's DRC. This list shall include a sufficient number of cognate members to meet the requirements of Articles 12.10 (d) (iv) and (v). Should the consultation result in a list of cognates exceeding the number required by 12.10 (d) (iv) and (v), the Academic Unit members eligible to elect members to a DRC shall elect members from the aforementioned list.
  - (vii) The quorum for the DRC shall be five (5) members including the chair.
  - (viii) In cases where the candidate is an Instructor applying for promotion, one of the additional members in (iii) above, or the cognate in (vi) above, shall be an Instructor with a continuing appointment.
  - (ix) In cases where the candidate was appointed to an interdisciplinary position allocated to two or more Academic Units, or to Academic Unit(s) and Interdisciplinary Program(s), the DRC shall be composed with the following alterations: for (ii) above, the Head of the home Academic Unit and the Head(s) or Program Coordinator(s) of the other Academic Unit(s); for (iii) above, two (2) additional members elected from among the eligible members of the home Academic Unit, subject to the terms in (e), one of whom shall be secretary to the committee, and one (1) of whom shall serve on all DRCs in the Academic Unit within a given academic year; and one (1) from the other Academic Unit(s), elected by the members of that Unit as defined in Article 1.20.3.

- (x) Candidates who identify as Indigenous may elect to have an Indigenous non-voting representative on their DRC. The representative shall be chosen jointly by the candidate and the DRC, in consultation with the IABC. The role of the representative is to provide advice to the Committee on any aspect of the candidate's application that may be a reflection of the candidate's heritage and/or identity. All Indigenous representatives on a DRC shall receive an appropriate honorarium as determined by the IABC.
  - (e) Eligible Professors are those Tenure-track and CLTP Professors and Instructors who have: held their positions for a minimum of two (2) consecutive years; who are not applying for renewal, tenure, continuing appointment, or promotion during the year of the committee membership; who do not otherwise have a conflict of interest.; and who have completed at least one (1) of the Equity workshops described in Article 12.01 (b) within the last three (3) academic years.
  - (f) If the Head is applying for renewal, tenure or promotion, or has a conflict of interest with the candidate, then, during the year of application, the Head's duties on the committee shall be performed by an alternate eligible member of the Academic Unit, elected by the Academic Unit members eligible to elect members to a DRC. The replacement shall be for the entire academic year in which the Head is applying.
  - (g) If the Dean is applying, or has a conflict of interest with the candidate, then the Dean shall be replaced by an alternate eligible Professor, jointly appointed by the President of the University and the President of the Association. The replacement shall be for the entire academic year in which the Dean is applying.
- 12.20 Departmental Review Committee Procedures
- 12.21 The DRCs shall review all applications for renewal, tenure and promotion and forward their decisions to the URC according to the following schedule:
- (a) Renewal: no later than 15 November of the academic year in which the appointment terminates.
  - (b) Tenure, Combined Tenure and Promotion to Associate Professor, promotion to Associate Professor, and Instructor Continuing Appointment: no later than 15 December of the academic year during which the application for tenure is made.
  - (c) Promotion to Full Professor and Instructor II: no later than 31 January of the academic year during which the application for promotion is made.
- 12.22 Each DRC must adhere to the following:
- (a) It must not use anonymous material.
  - (b) The DRC shall meet at least twice. At its first meeting, the DRC shall confirm that it has been properly constituted and shall select a secretary who shall record minutes of each meeting, keep a file of all documents consulted, and ensure completion of the DRC procedure form.
  - (c) When the candidate is applying for promotion to the rank of Full Professor, the DRC must seek the written advice of three (3) external referees as described in Article 12.23. In

exceptional circumstances the DRC can accept two (2) external referees if they are unable to obtain a third referee. For such promotions, the DRC shall hold its first meeting by 15 September. At that meeting the DRC and the candidate shall consult on the choice of external referees following the procedures of 12.23.

- (d) Prior to inviting comments on the dossier the DRC shall hold a meeting to verify that the dossier satisfies the requirements of Article 12.03. Should the candidate's application be incomplete, the DRC must give the candidate the opportunity to resubmit their completed application. Candidates shall have five (5) working days to resubmit their completed application.
- (e) Once the dossier is complete, the DRC must invite all eligible members of the Academic Unit as defined in 12.10 (c) above other than members of the DRC, to submit their views in writing on the suitability of the candidate's application. Eligible members of the Academic Unit shall be given five (5) working days to submit their views. The written submissions become part of the candidate's dossier.

In cases where the candidate holds an interdisciplinary appointment, the DRC shall invite all eligible members of the Academic Units to which the candidate has been appointed, other than members of the DRC, to submit their views in writing on the suitability of the candidate's application.

- (f) At least three (3) working days before its second meeting, the DRC must make available to the candidate any materials in the candidate's dossier that were not submitted by the candidate. Once members of the Academic Unit have submitted their views, and any reports from external referees have been received, the DRC shall meet to review the application. The candidate shall be invited to discuss the contents of the dossier. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be used as evidence against the candidate's application. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its decision in camera. During this meeting, the candidate may choose to be accompanied to the meeting by an Employee who may advocate for the candidate.
- (g) If members of the committee have concerns over any aspect of the dossier, the candidate shall be given an opportunity to respond to those concerns. In the event that the candidate fails to respond, the committee may freely debate the issue(s) of concern.
- (h) The DRC must base its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement.

12.23 The external referees shall normally be full professors at a recognized university (or individuals with an equivalent academic record) recognized in the specific field of the candidate and shall be arm's length and have no conflict of interest with the candidate. They cannot be the former thesis supervisor of the candidate, have actively collaborated with the candidate within the last five (5) years, or be former students of the candidate. By 15 September, the Chair of the DRC in consultation with the members of the DRC and the candidate shall endeavor to agree upon the choice of the external referees. Failing agreement, two (2) shall be appointed by the DRC and one shall be appointed by the candidate. In either event the candidate shall provide a written statement of the degree of the candidate's professional relationship with the chosen referees. The candidate must not contact any potential referees with regard to the application for promotion.

Initial contact with the external referees shall be in the form of a letter from the Dean. The external referees shall be provided with a copy of the candidate's dossier, a complete copy of Articles 17 and 12 and any additional material that the candidate or the committee deems relevant. The referees' reports become a part of the candidate's dossier. In assessing distinction, the DRC and the URC shall normally be guided by the external assessments. Where the assessments differ, the DRC shall identify such differences in its reports and shall give reasons for the way in which their decisions were made in light of the differences. Where the DRC makes a decision on distinction that differs from the majority of external referees' assessments, it shall give reasons for so doing in its report or letter.

12.24 In arriving at its decision, the DRC may consider no material in addition to that contained in the dossier or made available during the procedure outlined in Article 12.22.

12.25 The DRC shall make by simple majority its decision. The decision shall be based on the criteria and qualifications in Articles 12.80 and 12.90 for Professors, or 43.70 and 43.80 for Instructors. In cases of tenure the DRC may decide, with the written consent of the candidate, deferral on the basis of clearly stated conditions based on the criteria in the relevant Articles of this Collective Agreement.

12.26 At least five (5) working days prior to forwarding its decision to the URC, the DRC shall write a letter to the candidate, recording the decision of the committee and summarizing the views expressed by members of the DRC both for and against the decision. The candidate may reply to this letter to correct errors of fact within three (3) working days.

The DRC shall then revise the letter if necessary and forward it to the Chair of the URC, with a copy to the candidate. The candidate may also write to the URC at this time.

12.27 The Secretary of the DRC shall forward minutes of its meetings and the candidate's dossier, including the electronic copies of the dossier's contents as defined in Article 12.03 (h), and the signed DRC procedure form to the Chair of the URC.

12.30 University Review Committee

12.31 There shall be a University Review Committee that shall review all decisions from the DRC for renewal, promotion and tenure. The purpose of the URC is to ensure that the DRC has followed proper procedure, has used the appropriate criteria and qualifications, as identified in the table below, and that the criteria are applied consistently across the Academic Units.

	Procedure	Criteria and Qualifications
Professors	12.10 and 12.20	12.80 and 12.90
Librarians and Archivists	51.10 and 51.20	51.80 and 51.90
Instructors	12.10 and 12.20	43.70 and 43.80

12.32 The URC shall be composed of:

- (a) The Provost, who shall be the chair.
- (b) Six tenured Professors, two from each Faculty but not from the same Academic Unit, to be elected by that Faculty for a term of three years. Elections shall take place on or before 30 September. (In the first instance, the two members from each Faculty shall serve staggered terms of two and three years.) Elected members must have attended at least one of the workshops described in 12.01(b) within the last three (3) academic years. When the URC is considering a promotion application for an Instructor, an Instructor

elected by the Instructors shall be added to the URC. When the URC is considering a promotion application from a Librarian, a Librarian elected by the Librarians shall be added to the URC. When the URC is considering a promotion application from an Archivist, an Archivist (or if no Archivist is available, a Librarian) elected by the Archivists and Librarians shall be added to the URC. Candidates for renewal, tenure or promotion are not eligible to serve on the URC in the year of their application.

- (c) A quorum shall be five members including the chair; in considering applications for Instructors, quorum must include the elected Instructor; in considering applications for Librarians, quorum must include the elected Librarian; and in considering applications for Archivists, quorum must include the elected Archivist or Librarian.
- (d) The URC shall select its own secretary. A non-voting recording secretary may be added as secretary of the committee. The URC secretary shall keep minutes of each meeting, including attendance and decisions, and a file of all documents consulted.

12.33 Should an elected member of the URC have a conflict of interest with respect to a particular candidate, or be a member of the Academic Unit concerned, or have served on the candidate's DRC in the same academic year, or be absent for an extended time, that person shall be replaced in this instance by a Professor elected from the same Faculty.

Should the Provost have a conflict of interest with respect to a particular candidate, that person shall be replaced as Chair in this instance by an elected member of the URC, chosen by the elected members of the URC. The individual chosen to be the replacement Chair shall be replaced by a Professor elected from the same Faculty as the replacement Chair.

If an elected member of the URC is applying for promotion, the member shall withdraw from participation in all proceedings of the URC for that year. Once no longer a candidate for promotion, the elected member may complete the member's term of office on the URC, which shall be extended for an additional year.

12.40 University Review Committee Procedures

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

Review Type	15 December	28 February	31 March	15 April
Renewal (Professor)	X			
Tenure (Professor)		X		
Tenure/Promotion (Associate Professor)			X	
Promotion (Associate Professor)			X	
Promotion (Full Professor)				X
Continuing Appointment and Promotion (Librarian II/Archivist II)		X		
Promotion (Librarian III/Archivist III)			X	
Promotion (Librarian IV/Archivist IV)				X
Continuing Appointment (Instructor)		X		
Promotion (Instructor II)			X	

- 12.42 (a) The URC shall study the candidate's dossier and the decision of the DRC. It shall not consider anonymous material.
- (b) The URC shall follow these procedures:

- (i) The URC shall consider whether the DRC has properly followed procedures in 12.20 or 51.20 and whether the decision letter of the DRC and the candidate's dossier provide sufficient information to determine whether the DRC's decision adheres to the criteria and qualifications in 12.80 and 12.90, 43.70 and 43.80, or 51.80 and 51.90, as appropriate. If the URC determines by simple majority that the procedure has been properly followed and sufficient information is provided, the application shall be deemed complete and the procedure moves to that indicated in Article 12.42(b)(iv). Otherwise, the procedure moves to that indicated in Article 12.42(b)(ii).
  - (ii) If the URC finds that the DRC has not followed proper procedure or that the decision letter of the DRC does not provide sufficient information, it shall deem the application incomplete and refer the matter back to the DRC for reconsideration. The DRC shall have ten (10) working days to reconvene and reconsider the application, which may include requesting additional information from the candidate. The DRC shall provide a new recommendation letter, either upholding or reversing its original decision, to the candidate and the chair of the URC.
  - (iii) If, upon second review, the URC still finds by simple majority that the DRC has failed to follow proper procedure and/or that the decision letter of the DRC does not provide sufficient information, it shall inform the DRC and candidate by letter of its determination and provide reasons thereof. The DRC's decision shall be considered invalid. Otherwise, the application shall be deemed to be complete, and the procedure moves to that indicated in Article 12.42(b)(iv).
  - (iv) If the application is deemed complete the URC shall then determine the DRC has applied the criteria enumerated in Article 12.80 and 12.90, 43.70 and 43.80, or 51.80 and 51.90, as appropriate, in a manner that is consistent with that of other Academic Units. The URC shall inform the DRC and the candidate by letter of its determination and provide reasons thereof. If the DRC is found to have not applied the criteria in a manner consistent with other Academic Units, the DRC's decision shall be considered invalid.
- (c) The URC secretary shall keep minutes of each meeting, including attendance and decisions, and a file of all documents consulted.

12.43 The URC shall review all decisions for a category of application (renewal, tenure, promotion) within a given year before responding to any one DRC, to ensure consistency of process.

12.44 The candidate may appeal the decision of the DRC or the determination of the URC that the DRC decision is invalid. The DRC may appeal the decision of the URC that the DRC decision is invalid. If the candidate and/or the DRC, wishes to appeal the decision of the URC, then a notice of appeal must be sent to the chair of the UAC, with a copy to the Chair of the URC within ten (10) working days of receipt of the letter from the URC in 12.42(b)(iii) or (iv). If there is no notice of appeal, the URC shall forward the DRC's decision, its own determination either to uphold or invalidate that decision, and all correspondence between the URC and DRC to the President with copies to the candidate, the Chair of the DRC and the President of the Association.

If the URC invalidates a negative decision of the DRC then the application shall proceed automatically to the UAC, unless the candidate chooses to withdraw their application.

- 12.50 University Appeals Committee
- 12.51 There shall be a University Appeals Committee (UAC) that shall hear all appeals against decisions of the DRC and/or determination of the URC.
- 12.52 Appeals against determinations of the URC may be made to the UAC, by either the candidate or the DRC, or the candidate jointly with the DRC. The candidate may not lodge an appeal based on a procedural error committed by the candidate. The DRC may not lodge an appeal based on a procedural error committed by the DRC.
- 12.53 Appeals shall be based only on the procedures of this Collective Agreement as it applies to the review process (Articles 12.01 to 12.44) and/or the application of the criteria and qualifications (12.80 and 12.90, 43.70 and 43.80, or 51.80 and 51.90 as appropriate).
- 12.54 Notice of appeal against a decision of the DRC and/or the determination of the URC shall be submitted in accordance with Article 12.44. This notice shall include the evidence on which the appeal is based and it shall form the basis on which the appeal is to be heard by the UAC.
- 12.55 (a) The membership of the UAC shall be as follows:
- (i) An academic Dean from a Faculty other than the candidate's to act as a non-voting Chair.
  - (ii) Four (4) tenured Professors, representing three Faculties, jointly appointed by the Association and the Board for a three- (3) year term. If an application from a Librarian is being appealed, one of these four (4) Professors shall be replaced by a Librarian. If an application from an Archivist is being appealed, one of these four (4) Professors shall be replaced by an Archivist or Librarian. If an application from an Instructor is being appealed, one (1) of these four (4) Professors shall be replaced by an Instructor.
  - (iii) One tenured Professor jointly appointed by the Association and the Board. This individual shall be a member of an Academic Unit related to the candidate's field of expertise.
  - (iv) A non-voting observer appointed by the Association who may comment on procedural issues. A copy of the observer's notes shall be provided to the Provost and the Association within five working days of the UAC meeting.
- If any member of the committee has a conflict of interest with respect to a particular appeal or is a member of the appellant's Academic Unit, the Association and the Board shall jointly appoint a replacement for that appeal.
- (b) No individual may serve on the URC and the UAC during the same academic year.
- 12.60 University Appeals Committee Procedures
- 12.61 (a) The University Appeals Committee may decide by unanimous vote that no hearing is needed because the grounds advanced by the candidate and/or the DRC (Article 12.53) are deemed not to be substantive and, thus, not material to the DRC's decision or the URC's determination. In that case it shall not hear the appeal but shall uphold the relevant decision or determination. Where the grounds are substantive, the UAC must hold a hearing. Where there is to be a hearing, the UAC shall begin to hear the appeal

within fifteen working days of receipt of the notice of appeal. If the candidate wishes to attend the hearing but is unable to attend because of a leave under Article 24.34, 24.60, or 24.61, the Parties agree to suspend the hearing until after the candidate's return to work. The hearing shall be resumed within fifteen working days after the candidate's return to work.

- (b) In considering consistency of application the UAC shall consider only the evidence that was presented to the URC, and shall take into account determinations of the URC which have occurred within the time frame of the current Collective Agreement.
- (c) The UAC shall invite the candidate, who shall be allowed to bring an Employee to act as advocate, and two (2) representatives of each of the DRC and the URC.
- (d) The candidate and advocate, DRC and URC representatives shall be invited to be present throughout the hearing and shall have the opportunity to address the grounds for appeal. Each party to the appeal shall be allowed to make a presentation and question the other parties to the appeal. The UAC shall inform participants of their rights and duties prior to the commencement of any testimony.
- (e) At the conclusion of the hearing the UAC shall consider its decision in camera. The decision shall be by simple majority. The UAC shall render a decision within five (5) working days of the conclusion of the hearing.
- (f) In rendering a decision, the UAC may either uphold the decision of the DRC and/or the determination of the URC or determine that the grounds for the appeal have been substantiated.
  - (i) If the UAC upholds the appeal, then it must review the application following the procedures set down for the DRC. The UAC must not base its decision on the grounds for appeal alone but rather on an overall assessment of the candidate and the criteria for renewal, tenure or promotion. It may not recommend that renewal, tenure or promotion be granted solely on the basis of a procedural error. The UAC shall review all applications in the cohort without meeting with individual applicants.
  - (ii) Decisions of the UAC shall be binding on the Board and may be grieved by the Association only on procedural grounds as defined in 12.53.
  - (iii) The UAC shall, through its Chair, make its decisions known in writing to the candidate with copies to the President, the DRC, the URC and the Association, stating its reasons based on the appropriate criteria in this Collective Agreement, the candidate's letter of appointment, and the specific grounds in the notice of appeal.
- (g) The Chair of the UAC shall arrange to keep minutes of each meeting, including a record of attendance and decisions, and a file of all documents consulted.

#### 12.70 Procedures Relating to Decisions on Renewal, Tenure and Promotion

- 12.71 When there is no appeal to the UAC, an application is denied if:
- The URC validates a negative decision by the DRC, or
  - The URC invalidates a positive decision by the DRC.



If the URC invalidates a negative decision of the DRC, then the application shall proceed automatically to the UAC, unless the candidate chooses to withdraw their application.

- 12.72 Except in the case of promotion to full professor, if the President decides not to adopt the decision of the DRC, the President shall do so only on the basis of the criteria stated in the relevant Articles of this Collective Agreement and shall give written reasons for ~~its~~ their decision to the candidate, the URC, the DRC, and the Association.

For applications for promotion to full professor, the President shall transmit the decision of the UAC or DRC to the Board. If the Board decides not to adopt the decision of the DRC it shall do so only on the basis of the criteria in the relevant Articles of this Collective Agreement and shall give written reasons for its decision to the candidate, the URC, the DRC, the President, and the Association.

- 12.73 In cases of tenure, if the DRC's or UAC's or President's decision is that it be denied, the candidate's appointment shall terminate at the end of the current probationary term unless the candidate is in the last year of such a term, in which case a one-year terminal appointment shall be offered.

- 12.74 Decisions on tenure shall be deferred only with the written agreement of the candidate and on the basis of clearly stated conditions based on the criteria in the relevant Articles of this Agreement. The meeting of these conditions shall result in the award of tenure. Final decisions must be reached within two (2) years, and the candidate's probationary term shall be extended to make deferral possible.

- 12.75 The President shall communicate the DRC's and/or the UAC's decisions on renewal, tenure or promotion according to the following schedule:

- (a) Renewal of Appointment – no later than 31 January of the academic year during which the appointment terminates.
- (b) Tenure, Combined Tenure & Promotion to Associate Professor, and Promotion to Associate Professor – no later than 30 April of the academic year in which the application for tenure is made.
- (c) Promotion to Full Professor – no later than 31 May of the academic year in which the application for promotion is made.

- 12.76 An annual report that summarizes the activities of the URC shall be prepared by the Chair and distributed to faculty members by 30 June. The report shall include, but is not necessarily limited to, the following statistics separately for each of tenure and promotion:

- (a) the number of candidates whose application for renewal, tenure or promotion was approved by their DRC;
- (b) the number of candidates whose application for renewal, tenure, or promotion was not approved by their DRC;
- (c) the number of decisions in (a) that were invalidated by the URC;
- (d) the number of decisions in (b) that were invalidated by the URC.

- 12.77 An annual report that summarizes the activities of the UAC shall be prepared by the Chair of the UAC and distributed to faculty members by 30 June. The report shall include, but is not necessarily limited to, the following statistics separately for each of tenure and promotion:

- (a) the number of candidates and/or DRC who appealed to the UAC;
- (b) the number from (a) where the UAC reversed the decision of the DRC;
- (c) the number from (a) where the UAC reversed the determination of the URC;

12.80 Criteria for Renewal, Tenure and Promotion (Professors)

12.81 Consideration for Promotion

A Professor is eligible for consideration for promotion at any time, the essential element in any promotion being the demonstration of a record of achievement. Time of service in a particular rank may not be used to deny promotion to a higher rank.

12.82 A candidate's record of achievement includes scholarship, teaching, and service at other institutions, either prior to employment at Acadia or in parallel but must include evidence of satisfactory performance as a teacher, scholarly activity and service while employed at Acadia University.

12.83 The factors to be considered in assessing performance of a Professor in relation to renewal, tenure and promotion to ranks above Assistant Professor shall be:

- (a) academic qualifications
- (b) performance as a teacher
- (c) scholarly activity
- (d) service

All of these criteria must be present in an application for renewal, tenure and promotion although they need not be present to the same degree. It is the overall assessment of the candidate that must guide the DRC's, URC's, and UAC's decisions. Remuneration received in connection with the criteria shall in no way diminish their value in consideration for renewal, tenure and promotion.

(a) Academic Qualifications

The normal criterion shall include an earned doctorate at the Assistant rank and higher. Equivalent qualifications and/or experience may be substituted, such as professional qualifications in fields where doctorates are not normally available, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline. The Letter of Appointment should state whether or not the Professor has the appropriate academic qualifications, or whether further qualifications must be obtained. Once a candidate has been recognized as having appropriate academic qualifications either by Letter of Appointment or by a ruling of the DRC and URC during consideration for renewal, tenure or promotion, the criterion of academic qualifications shall be deemed satisfied for future consideration under this Article.

(b) Performance

Performance in teaching, scholarly activity, and service shall be evaluated in relation to the duties expected of Professors in Article 17 and in relation to the Annual Career Development Meetings and supplemented by other materials provided under Article 12.03.

12.84 The Parties recognize that the nature of teaching duties, scholarly activities and service contributions may vary from discipline to discipline and, as a consequence, the evidence used to demonstrate levels of performance shall depend on an individual Professor's Academic Unit(s) affiliation. Further, the Parties also recognize that performance as a teacher cannot be evaluated

solely on the basis of student surveys but must consider the full range of activities in Appendix I (a). To assist Professors with the preparation of their dossier and professional resume, lists of activities that might be used to demonstrate the required level of competence in the various criteria at each rank have been appended as Appendix I. The list of activities is neither inclusive nor exclusive.

- 12.85 The assessment of Professors shall take due account of performance in the specified spheres of teaching and non-teaching activities, giving such performance the same relative emphasis as indicated by their order in Article 12.83 unless stated otherwise in the candidate's letter of appointment or as indicated by the candidate's current responsibilities.

For candidates holding a Canada Research Chair (CRC), the applicant shall demonstrate progress towards a record of research excellence consistent with the expectations of the CRC program with a greater degree of external recognition and research funding than expected of Professors who do not hold a Research Chair. Evaluation of teaching shall be adjusted in terms of quantity but not quality in respect to CRC's reduced participation in teaching.

- 12.86 Joint Application for Tenure and Promotion (Professors)

Employees holding the rank of Assistant Professor may, at the tenure application date indicated by the letter of appointment, make a single application for tenure and promotion to the rank of Associate Professor. If the Employee meets the criteria for Associate Professor, tenure shall also be granted. However, as the criteria for promotion to Associate Professor exceed those for tenure, the DRC may determine that it is appropriate to award tenure but not promotion to Associate Professor.

- 12.90 Qualifications for Renewal, Tenure and Promotion (Professors)

- 12.91 Renewal

The qualifications for renewal of a probationary appointment shall include evidence of suitability as a teacher, evidence of developing scholarly activity and evidence of contribution to the academic community as indicated in the reports of annual Career Development Meetings and by other materials provided under Article 12.03.

- 12.92 Tenure

The qualifications for tenure shall be:

- (a) possession of an earned doctorate or its equivalent as specified in Article 12.83 (a);
- (b) evidence of good performance as a teacher;
- (c) evidence that the candidate has established the foundation of an enduring and productive involvement in scholarly activity;
- (d) evidence of participation in service activities that contribute to the function of the University.

The records of annual Career Development Meetings and other materials provided under Article 12.03 shall be a primary source of information in assessing (b) – (d) above.

- 12.93 Assistant Professor

The qualifications for promotion to Assistant Professor shall be possession of an earned doctorate or its equivalent as specified in Article 12.83 (a). According to whether all degree

requirements are successfully completed before or after 31 December, such promotion shall become effective either the previous 1 July or the following 1 July.

12.94 Promotion to ranks beyond Assistant Professor shall be based upon the criteria, with the same priority, as specified in Articles 12.83 and 12.85.

12.95 Associate Professor

Promotion to the rank of Associate Professor shall be based upon a record of accomplishment:

- (a) evidence of a positive record of performance as a teacher;
- (b) evidence of accomplishment in the discipline to be demonstrated by scholarly activity that is supported by external recognition of the candidate's work;
- (c) evidence of service to the University and discipline-related service to the academic, professional, or broader community.

The records of annual Career Development Meetings and other materials provided under Article 12.03 shall be a primary source of information in assessing (a) – (c) above.

12.96 Full Professor

The qualifications for promotion to the rank of Full Professor must include continuing performance consistent with the rank of Associate Professor and a distinctive contribution to academic life above the standard required for promotion to Associate Professor.

Distinction is defined in the following ways:

- (a) To be recognized as a distinctive teacher, the candidate must present evidence of superior performance as a teacher and evidence of superior contributions to the teaching of the discipline.
- (b) Distinctive scholarly activity is scholarly activity recognized at national or international levels. Both the quality and quantity of such work shall be considered by the DRC, the URC and the external referees.
- (c) Distinctive service to the University and academic community would be evidenced by the candidate having made contributions of leadership and innovation involving decisions and policies that have had a major beneficial influence. The holding of any office, administrative position or memberships is not, in itself, meritorious but must be accompanied by evidence of contributions that are recognized as outstanding examples of service.

The records of annual Career Development Meetings and other materials provided under Article 12.03 and 12.23 shall be a primary source of information in assessing (a) – (c) above.

## **Article 12.00 Appendix I**

Lists of activities that might be used to demonstrate the required level of competence in the various criteria at each rank are presented below. Such evidence may include both quantitative and qualitative aspects. The list of activities is neither inclusive nor exclusive, nor does it imply expectations of performance. The lists are not presented in order of preference with regard to

renewal, tenure or promotion but reflect activities that Professors perform in carrying out their normal Academic Responsibilities as required in Article 17.01, 17.02 A, 17.03 A, 17.04 and 17.05.

(a) Performance as a Teacher and Lecturer

(i) Teaching Activities

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

(ii) Teaching Activity Assessment

Candidates shall present evidence of their teaching activities as part of their dossier. This could include a statement of teaching philosophy. Where the evidence relates to classroom performance, it should be based on direct observation by peers and/or academic administrators.

(b) Scholarly Activity

Examples of scholarly activities that may be presented by a candidate for evaluation are listed alphabetically below. Candidates should organize the material in order of the significance and impact of the contribution. The candidate should be aware that materials adjudicated by external referees carry significantly more weight than do non-refereed materials. Candidates should indicate the nature of the review process for the materials included in the dossier. It is the responsibility of the candidate to contextualize their contributions, and the significance of the contribution, and their role in collaborative work or joint publications, so that they may be understood by a non-specialist or someone outside the discipline.

- Active participation in and leadership given to professional conferences, workshops, symposia, etc.
- Applications of learning technology developed under commission
- Audio-visual materials and computer software/ courseware available commercially or through a publishing house provided the materials are related to scholarly activities
- Awards in recognition of scholarly achievement
- Books
- Commercialized Courseware
- Commissioned reports for external circulation
- Commissioned works and special assignments

- Community-engaged research activity
- Contract research
- Consulting or other professional activities that require research or scholarly competence
- Creative work and performances
- Editorial and refereeing duties
- External reader on theses
- Monographs
- Obtained research grants and funding
- Papers delivered at professional meetings, conferences and seminars
- Papers in refereed or non-refereed journals
- Papers/works/research in progress
- Participation on editorial boards or juries for the evaluation of scholarly or creative work
- Patents
- Public speaking engagements related to one's academic expertise
- Scholarly Translations (books, poems, etc.)
- Service on external grant committees

(c) Service

(i) Service to the University and Academic Community

Service to the University and the academic community includes contributions to the development and effective functioning of the University through contribution to student activities, membership on Academic Unit, Faculty, Senate, University, Board and Association committees and councils; and contribution to the administrative functioning of the University as an Academic Administrator, or through other administrative assignments inside and outside the Bargaining Unit; active participation in local, provincial, national and international organizations and programs related to the candidate's discipline.

(ii) Community Service

Service to the wider community includes active participation in a wide variety of governmental, societal and community institutions, programs and services, where such participation is based on the candidate's academic or professional expertise.

## Article 12.00 Appendix II

### Curriculum Vitae Format

1. Name
2. Academic Qualifications including a university and professional educational history with dates for degrees and certification;
 

personal continuing education such as attendance at short courses, workshops, leadership training, etc.;

awards such as scholarships; employment history at Acadia and elsewhere including dates of previous promotions.

3. Performance as a Teacher

Candidates shall be required to clearly document teaching performance, and should refer to Appendix I for the type of information that must be included in the section.

4. Scholarly Activity

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

5. Service

Service is classified into service to the University and academic communities (Article 17.04), and community service (Article 17.05); examples of the type of service that shall be considered are found in Appendix I.

### Article 12.00 Appendix III

#### Departmental Review Committee Procedures Form

This Procedure Form is a procedural requirement intended to aid DRCs in satisfying their obligations to the URC, especially as pertaining to Article 12.31, 12.42 (b) (i) and 12.43 (b), which generally require: (12.31) “that the DRC has followed proper procedure, has used the appropriate criteria and qualifications, as identified in the table below, and that the criteria are applied consistently across the Academic Units.”

	Procedure	Criteria and Qualifications
Professors	12.10 and 12.20	12.80 and 12.90
Instructors	12.10 and 12.20	43.70 and 43.80

The Procedure Form is subject to the terms and conditions of the Collective Agreement which take precedence over the Procedures Form. If any part of the Procedure Form is at variance with the terms and conditions of the Agreement, the Procedure Form shall stand corrected by those terms and conditions.

Academic Unit: \_\_\_\_\_  
Candidate: \_\_\_\_\_  
Application: \_\_\_\_\_

Members of DRC:

Dean/Replacement \_\_\_\_\_  
Head/Replacement \_\_\_\_\_  
Cognate \_\_\_\_\_  
Dept. Member/Cognate \_\_\_\_\_  
Dept. Member/Cognate \_\_\_\_\_  
Dept. Member/Cognate \_\_\_\_\_

Enter Y (Yes), N (No), or N/A (Not Applicable) in the far left column as appropriate.

DRC Procedures		
	12.10, 12.22 (b)	This DRC was properly constituted.
	12.22 (d)	Candidate's application is complete.

	12.22 (d)	Candidate was given 5 working days to resubmit if incomplete.
	12.22 (e)	Eligible members of the Academic Unit were invited to submit their views in writing on the suitability of the application, when dossier complete.
	12.22 (f)	Candidate had 3 working days to see any additions to the dossier before meeting with the DRC.
	12.22 (f)	Candidate was invited to a meeting to discuss contents of the dossier.
	12.22 (f)	Candidate chose to be present at the meeting.
	12.22 (f)	Candidate chose to be accompanied by an Employee advocate.
	12.22 (g)	Candidate was given the opportunity to respond to concerns about the dossier.
	12.22 (f)	DRC considered its decision in camera.
	12.22 (a)	DRC rendered its decision without considering anonymous material, as defined in Article 1.05.
	12.24	DRC considered only material within the candidate's dossier (including that added by 12.22) when rendering its decision.
	12.25	DRC based its decision on criteria and qualifications of 12.80 and 12.90.
	12.26	DRC sent an initial Decision Letter (DL) to the candidate at least 5 working days before DRC forwarded its decision to the URC.
	12.26	Initial LR recorded the DRC's decision and summarized views expressed by members of DRC both for and against the decision.
	12.26	DRC revised the DL, if necessary, before forwarding to URC.
	12.26	DRC copied its DL to the candidate.
	12.26	DRC advised candidate of their right to write to the URC at this time.
Responsibilities to URC		
	12.31	DL demonstrates DRC's decision adheres to criteria and qualification of 12.80 and 12.90.
	12.31	DL provides information sufficient for considerations of URC in 12.42 (b) (i) and 12.43 (b).
	12.27	Secretary of the DRC is forwarding minutes of its meetings and the candidate's dossier and the signed DRC procedure form to the Chair of the URC.
Checklist A: External Referees for Applications to Rank of Full Professor		
	12.23	The external referees are recognized in the specific field of the candidate.
	12.23	The external referees are at arm's length and have no conflict of interest with the candidate.
	12.23	Each external referee was provided with a copy of the dossier and any additional material that the candidate or DRC deemed relevant.
	12.23	Each external referee was provided with a complete copy of Articles 12 and 17.
	12.23	The external assessments are included in the dossier.
	12.23	The external assessments guided the DRC in assessing distinction.
	12.23	The DRC has made a decision on distinction that differs from the 3 external assessments.
	12.23	The DRC has given reasons for differing from the majority of external assessments in its report or letter to the URC.
Checklist B: Candidate's Dossier		
	12.03 (h)	Dossier is provided in pdf or MS Word document.
	12.03 (h)	The dossier includes a table of contents listing every document in dossier with unique index code.
	12.03 (a)	The dossier includes CV that conforms with Appendix II.
	12.03 (b)	The dossier includes a copy of Letter of Appointment.
	12.03 (b)	The dossier includes any other letters relating to candidate's responsibilities.
	12.03 (c), (i)	The dossier includes an appropriate letter of application.
	12.03 (d)	The dossier includes Career Development correspondence since initial appointment or last promotion.
	12.03 (d)	The dossier includes Career Development records since initial appointment or last promotion.



	12.03 (d)	The dossier includes a copy or copies of Sabbatical reports since initial appointment or last promotion.
	12.03 (e)	The dossier includes other material deemed pertinent by the candidate.
	12.03 (f)	Contents of dossier were confirmed by candidate and Chair of DRC.
	12.03 (f)	An electronic copy of the dossier was submitted to the Secretary of the URC.
Checklist C: Criteria for Renewal, Tenure and Promotion		
	12.80	The DRC makes its decision based on the criteria for Renewal, Tenure, and promotion established by Article 12.80.
	12.83	The 4 criteria for assessment were academic qualifications, performance as a teacher, scholarly activity, and service.
	12.83	All factors are present to some degree in the candidate's application.
	12.83 (a)	The Candidate's dossier provided evidence of possession of an earned doctorate or its equivalent.
	12.83 (b)	Performance was evaluated in areas of teaching, scholarly activity, and service, irrespective of time in rank.
	12.83 (b)	Performance was evaluated in relation to the annual Career Development meetings as a primary source of information in assessing evidence of qualifications.
	12.83 (b)	Performance was evaluated in relation to other materials provided under Article 12.03.
	12.84	Performance as a teacher was not evaluated solely on the basis of student surveys.
Checklist D: Qualifications for Renewal, Tenure and Promotion		
Renewal of a Probationary Appointment		
	12.91	The candidate has demonstrated evidence of suitability as a teacher.
	12.91	The candidate has demonstrated evidence of developing scholarly activity.
	12.91	The candidate has demonstrated evidence of contribution to the academic community.
Tenure		
	12.92 (a)	The candidate has demonstrated possession of an earned doctorate or its equivalent (see 12.83(a)).
	12.92 (b)	The candidate has demonstrated evidence of good performance as a teacher.
	12.92 (c)	The candidate has demonstrated evidence of having established the foundation of an enduring and productive involvement in scholarly activity.
	12.92 (d)	The candidate has demonstrated evidence of participation in service activities which contribute to the functioning of the University.
Promotion to Assistant Professor		
	12.93	The candidate has demonstrated possession of an earned doctorate or its equivalent (see 12.83 (a)).
Promotion to Associate Professor		
	12.95	The candidate has demonstrated a record of accomplishment.
	12.95 (a)	The candidate has demonstrated evidence of a positive record of performance as a teacher.
	12.95 (b)	The candidate has demonstrated evidence of accomplishment in the discipline demonstrated by scholarly activity that is supported by external recognition of the candidate's work.
	12.95 (c)	The candidate has demonstrated evidence of service to the University and discipline-related service to the academic, professional, or broader community.
Promotion to Full Professor		
	12.96	The candidate has demonstrated continuing performance consistent with the rank of Associate Professor.
	12.96	The candidate has demonstrated a distinctive contribution to academic life above the standard required for promotion to Associate Professor.
	12.96 (a)	The candidate has demonstrated distinctive teaching evidenced by superior performance as a teacher and superior contributions to the teaching of the discipline.

	12.96 (b)	The candidate has demonstrated distinctive scholarly activity evidence by recognition at national and international levels.
	12.96 (b)	The candidate has demonstrated distinctive scholarly activity in both quality and quantity.
	12.96 (c)	The candidate has demonstrated distinctive service to the University and academic community evidenced by contributions of leadership and innovation involving decisions and policies that have had a major beneficial influence.
Checklist E: Criteria for Promotion (Instructors)		
	43.71	The 4 factors for assessment were academic or professional qualifications and experience, performance as an Instructor, contributions to academic programs, and service.
	43.71	All criteria are present in the candidate's application.
	43.71 (a)	Candidate's dossier includes evidence of possession of an earned Master's degree or equivalent academic qualifications and/or experience as evidenced by a letter of appointment.
	43.71(b)	Performance was evaluated in relation to the duties expected of Instructors in Article 17.
	43.71(b)	Performance was evaluated in relation to the annual Career Development Meetings.
	43.71(b)	Performance was evaluated in relation to other materials provided under Article 12.03.
Checklist F: Qualifications for Promotion (Instructors)		
	43.81 (a)	The Candidate has demonstrated evidence of a positive record as an Instructor.
	43.81 (b)	The candidate has demonstrated evidence of continuing contribution to the development of academic programs.
	43.81(e)	Additional qualifications such as a Ph.D. or other professional certification or degrees offered by the candidate were taken into consideration.

In accordance with Articles 12.22 (b) and 12.27, I hereby submit the completed DRC Procedure Form:

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Secretary of the DRC

### **Article 13.00 Resignations and Termination of Appointment**

- 13.01 Employees wishing to terminate their employment shall, whenever possible, give at least two months' written notice to the President, with copies to the Head, the Dean, and the Provost.
- 13.02 Employment may be terminated by mutual written agreement at any time. The President of the Association shall be notified of any termination.
- 13.03 Employees terminating a first appointment before the expiry of such appointment shall repay to the Board, on a pro rata basis, any moving expenses paid to them.

### **Article 14.00 Reprimand, Discipline, Suspension, and Dismissal**

- 14.01 (a) Discipline of Employees shall be only for just cause, and shall not be based on anonymous information. The disciplinary measures taken shall be commensurate with the just cause.
- (b) In any meeting between the Employer and an Employee that could reasonably lead to discipline of the Employee, a representative of the Association shall be present.
- (c) Discipline cases that do not involve neglect of professional responsibilities in accordance with Article 15.50 (f) and (g) shall be dealt with under Article 14.01(d). If the Association disagrees with the Employer over what constitutes professional responsibilities, they shall be entitled to have the issue determined by an Arbitrator

through an expedited process, based on written submissions. Whenever possible, the same arbitrator shall be used in any related arbitration.

- (d) Before recommending discipline in cases not involving neglect of professional responsibilities, the Employer shall conduct an inquiry and prepare a written report giving specific details of the alleged cause for disciplinary action. Where applicable, and taking into account the protection of students, this report shall include all names, places and dates in relation to alleged incidents. Complaints must be written and signed but names may be protected until reaching Article 14.03. The written report shall be shared with the Employee and the Senior Grievance Officer of the Association. The Employee shall be provided with an opportunity and sufficient time to respond to any issues or allegations brought forward.
  - (e) When the results of an investigation undertaken according to the procedures of the Acadia University Sexualized Violence Policy or the Acadia University Policy Against Harassment and Discrimination include a recommendation that disciplinary action be taken against an Employee, the Employee and the Provost shall be provided with a copy of the Report outlining the alleged cause for disciplinary action. A copy of this Report shall be sent to the Senior Grievance Officer of the Association.
- 14.02
- (a) When a Dean has been informed according to the procedure of Article 15.50 (g) of an Employee's deficiency or area of neglect in which there has not been acceptable improvement, the Dean may call a meeting of the Employee and the Head, when applicable, in an attempt to resolve the issue.
  - (b) If the issue is not resolved at the meeting, the Dean shall undertake an inquiry to determine whether there is just cause for disciplinary action against an Employee. If as a result of the inquiry the Dean considers that just cause exists, they shall give written notice and recommendation to the Provost, with particulars thereto, and shall inform the Employee of the action that the Dean has taken, giving specific details of the alleged cause for disciplinary action. A copy of this correspondence shall be sent to the Senior Grievance Officer of the Association along with a report on the details of the Dean's inquiry.
  - (c) Where applicable, and taking into account the protection of students, this report shall include all names, places and dates in relation to alleged incidents. Complaints must be written and signed but names may be protected until reaching Article 14.03.
- 14.03
- (a) If the Provost, on review and consideration of a report under Article 14.01 (d) or (e), determines that just cause exists to warrant further action respecting discipline of the Employee, they shall notify the Employee and the Senior Grievance Officer of the Association, giving details of the allegations, and shall initiate procedures for informal mediation. The Provost shall arrange a meeting with the Employee, the Senior Grievance Officer or their delegate, the Head, and the Dean, in an attempt to reach a settlement.
  - (b) If the Provost, on review and consideration of the report under Article 14.02 and details of the Dean's inquiry, determines that just cause exists to warrant further action respecting the discipline of the Employee, they shall notify the Employee and the Senior Grievance Officer of the Association, giving specific details of the allegations, and shall initiate procedures for informal mediation. The Provost shall arrange a meeting with the Employee, the Senior Grievance Officer of the Association or their delegate, the Head, and the Dean, in an attempt to reach a settlement.

- 14.04 Within ten (10) working days of the meeting under Article 14.03, the Provost shall notify the Employee in writing either that the matter shall not proceed further or that the Employee shall be disciplined on the grounds included in the written submission referred to in Article 14.03. Copies of the Dean's correspondence with the Provost shall immediately be sent to the Senior Grievance Officer of the Association.
- 14.05 If the Provost has determined that disciplinary action is warranted, the Provost shall give written notice through registered mail to the Employee, with copies to the Head, the Dean, the Senior Grievance Officer and the President of the Association, that one of the following penalties is being invoked, and the particulars thereto:
- (a) a formal letter of reprimand to the Employee, specifying the grounds. This reprimand shall be placed in the President's File of the Employee. Letters of warning or reprimand must be clearly identified as being disciplinary measures;
  - (b) written notice of suspension with pay with Group Insurance Benefits for up to ten (10) working days. Notice shall include grounds for the suspension and length and commencement date of the suspension;
  - (c) written notice of suspension without pay for up to twenty (20) working days. Group Insurance Benefits only shall be maintained and only the Board's portion shall be paid by the University. Notice shall include grounds for the suspension and length and commencement date of the suspension;
  - (d) a recommendation to the President for a proposed suspension without pay of greater than twenty (20) working days according to the procedures of Article 14. If the recommendation is accepted, Group Insurance Benefits shall be maintained and only the Board's portion shall be paid by the University. Notice shall include grounds for the suspension and length and commencement date of the suspension;
  - (e) a recommendation to the President that the Employee be dismissed according to the procedures of Article 14.
- 14.06 The Association has the right to grieve discipline levied. Failure of the Association to grieve any disciplinary measure shall not be deemed an admission of the validity or invalidity of the disciplinary measure. The Association wishing to contest disciplinary action other than dismissal or suspension without pay for a period of greater than twenty (20) working days must, within ten (10) working days of receipt of the notice, file a grievance as per Article 18. If the Association wishes to contest dismissal or suspension without pay for a period of greater than twenty (20) working days, within ten (10) working days of receipt of notice per Article 14.30 (c), the matter shall proceed directly to arbitration.
- 14.07 Copies of written reprimands shall be removed from the Employee's Personal File after three (3) successive years have elapsed during which there was no further record of disciplinary action, or such shorter period as the President may determine.
- 14.08 In the event that the behaviour giving rise to the disciplinary action was related to disability, mental health or the use of alcohol or drugs, the Employee shall be given the opportunity to voluntarily seek treatment/counseling for the problem. If the Employee participates in an active treatment program, the Provost shall mitigate or suspend the disciplinary action pending the outcome of the treatment/counseling as certified by the University Physician. In this case Article 24.60 may apply.

- 14.09 If an Employee poses a serious and immediate threat to the safety of any member of the University community, or a serious and immediate threat to the functioning of the University, the Employee may be suspended with full pay and benefits pending resolution of any grievance challenging such suspension or the expiry of the time limits applicable to the filing of such a grievance. The Association shall be informed as soon as possible of this action. This action shall not, in itself, be considered a disciplinary action.
- 14.10 In the case of suspension without pay, an Employee's salary and Group Insurance Benefits shall continue without interruption until grievance and arbitration processes (if any) have concluded.
- 14.11 If disciplinary procedures under Article 14 are in progress while an Employee is being considered for renewal, tenure, promotion or sabbatical, at the request of the Employee the consideration process shall be deferred until the disciplinary process has been concluded. If procedures interrupt the normal renewal, tenure, promotion or sabbatical cycle, the consideration process and, if appropriate, dates of appointment, shall be extended to the next application cycle.
- 14.21 A decision by the President to terminate or suspend without pay for a period of greater than twenty (20) working days shall be in writing, sent by registered mail, with a copy to the President of the Association. It shall include a detailed rationale for the dismissal or suspension and the effective dates.
- 14.23 Termination or suspension without pay for a period of greater than twenty (20) working days of the employment of an Employee who has permanent tenure or a continuing appointment, or whose probationary or term appointment has not expired, other than by resignation, shall be in accordance with the dismissal or suspension procedures following.
- 14.24 No Employee shall be dismissed or suspended without pay for a period of greater than twenty (20) working days unless and until the procedures in Article 14.30 have been followed.
- 14.30 Hearings in Cases of Proposed Dismissal for Cause or Suspension Without Pay for a Period of Greater than Twenty (20) Working Days
- (a) When it is proposed according to Article 14.05 (d) that an Employee be suspended without pay for a period of greater than twenty (20) working days, or according to Article 14.05(e) that an Employee be dismissed for just and proper cause, the President shall inform the Employee in writing no later than twenty (20) working days after the date on which the recommendation mentioned in 14.05 (d) or (e) was made, with a copy to the President of the Association. The letter shall invite the Employee and the President of the Association or the President of the Association's representative, to meet with the President or the Provost at a time and place specified in the communication, with at least seven (7) working days' notice being given.
  - (b) At the meeting of the Employee and the President or Provost, and the President of the Association, or the President of the Association's representative, the discussion shall be directed toward resolving the situation in a manner satisfactory to the Employee and the Board. The meeting may be attended by two (2) relevant appointees as advisors to the Board and two (2) appointees as advisors to the Employee, one (1) appointed by the Employee and one (1) appointed by the Association. All those attending the meeting shall be entitled to participate in the discussion.

Both the Board and the Employee concerned shall have the right to replace one of its advisors by a consultant from outside the University after giving written notice to the

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

- (c) If for any reason the meeting provided for in Article 14.30 (b) 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 or suspension without pay for a period of greater than twenty (20) working days no later than seven (7) working days after the meeting or after the date of the meeting referred to in Article 14.30 (a) should that meeting not take place. The statement of these reasons shall constitute the Board's case for dismissal or suspension without pay for a period of greater than twenty (20) working days 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.

- 14.31 Article 19.10 notwithstanding, if the Association wishes to bring the matter to Arbitration, notice in writing to this effect shall be given by the Association to the President no later than ten (10) working days from the receipt of the written reasons for the proposed dismissal or suspension without pay for a period of greater than twenty (20) working days as described in Article 14.30.
- 14.38 The salary and Group Insurance Benefits of the Employee shall continue at least until the Arbitrator or Arbitration Board has handed down a decision.
- 14.39 The President may, at the time of giving notice of the proposed dismissal or suspension without pay for a period of greater than twenty (20) working days referred to in Article 14.30, relieve the Employee of their duties. Such relief of duties shall not be considered to be suspension as described in Article 14.05, and salary and Group Insurance Benefits shall continue as in Article 14.38.
- 14.40 All written communications from the Board to the Employee and from the Board to the President of the Association or their representative in matters of reprimand, suspension and dismissal, shall be by personal service or registered mail.

#### **Article 15.00 Policies and Practices in Academic Units**

- 15.10 Each Academic Unit shall have a Head who represents the Academic Unit in other areas of the University and works to achieve, in cooperation with other bodies of the University, progress and development in all matters affecting the academic well-being of the Academic Unit and Faculty as well as other Academic Units, Faculties and Schools.
- 15.20 In establishing and implementing policy within an Academic Unit, the Head shall consult fully with Academic Unit 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, they 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 Academic Unit in writing.

15.30 Heads are responsible to the Dean of the Faculty for the efficient administration of their Academic Units in accordance with the present Agreement. If a Head has been advised by a Dean of a deficiency or an area of neglect, and no acceptable improvement results, then the provision of Article 15.50 (g) 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 Academic Unit, the Head shall exercise the following particular responsibilities:

- (a) Initiate and formulate Academic Unit academic policies and the planning and development of academic programs, including continuing education.

In regard to courses offered through Open Acadia, the Head is responsible for approving course formats and syllabi developed for the Academic Unit's courses, and reviewing associated student surveys. The scheduling as well as interactions with students and Employees pertaining to these courses are managed by Open Acadia.

- (b) Supervise generally the programs and progress of students in the Academic Unit.
- (c) Make known and carry out University policies as they affect the Academic Unit.
- (d) Conduct a career development meeting with each full-time Employee once a year. For Full Professors and Instructors with a continuing appointment at the rank of Instructor II, a career development meeting shall only be held at the request of either the Employee or the Head. Employees on sabbatical leave during the winter academic term or on a full sabbatical may elect to waive the annual career development meeting in which case it shall be replaced by the filing of the Employee's sabbatical report per 24.23. Employees who are on another form of leave may elect to defer the meeting until they return from the leave.
- (e) Each semester in which a Part-Time Employee is on probation as per Article 11.12(d), the Head shall have a discussion about teaching development with the Part-Time Employee no later than one (1) month after course grades have been submitted. Within one (1) month of the meeting, the Head/ Interdisciplinary Coordinator as appropriate shall write a letter to the Employee commenting on the discussion that was held regarding teaching development, and providing a review of the Part-Time Employee's performance. The letter shall be copied to the Dean. If the Employee disagrees with the Head's comments, the Employee may write a letter to the Dean.

For a Part-Time Employee on the Precedence List, a Lecteur/Lectrice, or a PAD, such a discussion about teaching development may take place at the end of a semester at the request of either the Head or Employee, but shall not be mandatory.

The Head shall solicit, and the Part-Time Employee shall submit, an updated curriculum vitae and a completed Teaching Development Report (Appendix III) before the Employee meets with the Head.

- (f) Advise Employees of their professional responsibilities, and bring to the attention of colleagues concerned any reported neglect of these responsibilities which may, if not addressed, invite disciplinary action. In such cases, the Head shall address the issue in a letter to the Academic Unit member concerned. The letter shall outline the nature of the

problem(s) and the potential solutions. This letter shall not be interpreted by either party as a disciplinary measure.

- (g) Where a member of the Academic Unit has been advised of a deficiency under 15.50(f) without showing an acceptable improvement, the Head shall address the issue in a letter to the Academic Unit member concerned. The letter shall outline the nature of the problem(s) and the solutions attempted. A copy of that letter and any response shall be submitted to the Dean. The Employee has the right of a response which, if written, shall be appended to all copies of the letter.
- (h) Prepare, after consultation with all members of the Academic Unit, an allocation and schedule of teaching responsibilities. The Head shall follow the Senate Guidelines for Timetabling and shall submit the schedule to the Registrar. The Head shall work with the Registrar to adjust the schedule to fulfill the Academic Unit's objectives in the context of the overall schedule.

This consultation shall be made as early as possible. It shall normally be completed by 1 February of the year concerned and shall be communicated to the Dean. Members of the Academic Unit who are dissatisfied with their allocation of teaching duties shall have the right to put their dissatisfaction to the Dean for a decision. The Dean shall normally make a decision within fifteen (15) working days of receiving the request. After consultation with the affected member(s) and the Head, the Dean has the right to change the duties of any member. An appeal can be made to the Provost whose decision shall be final.

- (i) After consultation with all Academic Unit members and with the agreement of the Dean, take necessary action to cancel courses or alter sections of courses as need arises. Should a course offered via Open Acadia attract insufficient registration, the Head may consult with the Director of Open Acadia and the Dean to determine whether the course should (1) remain cancelled, (2) be provided as part of a Professor's or Instructor's regular teaching responsibilities (Article 44.11), or (3) be supplemented by funds from the Faculties.
- (j) Prepare Academic Unit budget in consultation with members of the Academic Unit and submit it to the Dean.
- (k) Administer the Academic Unit budget as authorized.
- (l) With due notice, call and chair meetings of the Academic Unit at least once each term and as need arises, provide the Dean with an electronic copy of the approved minutes of each meeting.
- (m) Make arrangements for the discharge of their duties as a Head during annual vacations and other occasional absences by appointing a Designated Head from eligible Employees within the Academic Unit in accordance with Articles 16.21 and 16.22. Except in cases of annual vacation or other occasional absences, the Head shall not delegate signing authority.
- (n) Select, assist and supervise academic support staff and cooperate with the Academic Unit of Human Resources in the administration of terms of employment.
- (o) Before exercising the foregoing responsibilities, the Head shall, whenever it is possible to do so, carry out full prior consultation with all the members of the Academic Unit.



- 15.51 On request of a Head, their academic teaching load shall be reduced below the normal by one-half course or equivalent for Academic Units with a faculty complement of four (4) to six (6), by one (1) full course for Academic Units with a faculty complement of seven (7) to ten (10), by one and one-half full courses for Academic Units with a faculty complement of more than ten (10), and by two (2) full courses for Academic Units with a faculty complement of more than fifteen (15).
- 15.52 Academic Units may elect an Assistant Head following the procedures of Articles 16.01, 16.02, 16.04, 16.09, 16.10 (a), 16.12, 16.13, 16.18, and 16.19. Academic Units shall minute their decision on what duties shall be delegated to the Assistant Head. Such duties shall not include those described in 15.50 (a), (c)-(j), and (l)-(n). Academic Units may elect to assign some of the course release provided to Heads in Article 15.51 to Assistant Heads. Assistant Heads shall carry out their delegated duties in consultation with the Academic Unit.
- 15.55 Employees shall conduct a student survey of each course they instruct for the purpose of providing a basis for discussion of their classroom teaching with the Head/Director. Employees shall use either a digital or scannable version of the student surveys form. When using a paper version of the form, each Employee shall designate a student to distribute the student surveys in class and to be responsible for delivering immediately the completed student surveys to the Head/Director of the Academic Unit as appropriate. For courses taught on a per course basis, student surveys for designated Interdisciplinary courses shall be delivered to the Interdisciplinary Program Coordinator. For courses taught as part of a full-time Employee's regular teaching load, student surveys for designated Interdisciplinary courses shall be delivered to the Head, who shall forward them to the Interdisciplinary Program Coordinator, only for the purpose of monitoring the program. When using an electronic version of the survey, the Employee shall direct students to the appropriate web site. The Employee shall leave the classroom while the students complete the survey. In the case of courses offered by the Head/Director, surveys shall be delivered directly to the Dean.
- The Head shall arrange for all quantitative data to be delivered to the appropriate Dean who shall arrange for the data to be processed. The Dean's office shall be responsible for producing a Summary Data Sheet including the averages and frequency of responses for each item of each course and an Academic Unit Summary Data Sheet. The Dean shall ensure that all information contained on the Summary Data Sheet remains confidential. The Dean's office shall forward all summary data sheets, other than those of courses offered by the Head/Director to the Head/Director who shall review the student surveys and return a copy of the Summary Data Sheet and the Academic Unit's Summary Data Sheet to the Employee within three (3) weeks following submission of grades for the course. Academic Unit summary data sheets shall not be provided to Employees when they are based on fewer than six (6) courses. The student surveys shall be discussed with the Professor or Instructor as part of the career development meeting as stated in Article 15.60. The purpose of the surveys is to provide one indicator of how Employees' classroom teaching is being received by students. The surveys belong to the Employee.
- The Professor or Instructor and the Dean shall retain the Summary Data Sheets for use in any procedures outlined in Article 12.
- 15.58 Responsibilities of the Head for Career Development Reports
- The Head shall solicit from each full-time Employee [excepting Lecteurs/Lectrices, PADs, and those exercising the sabbatical option in Article 15.50(d)] an updated version of the Employee's curriculum vitae in a form that is compatible with Article 12, Appendix II, and a completed Career Development Report, Article 15, Appendix I or Appendix II as appropriate. Employees

on sabbatical leave may waive the requirement to submit a curriculum vitae and Career Development Report and instead file a sabbatical report as per Article 24.23. The CVs and Career Development Reports shall be provided in electronic format using 12-point Times New Roman font. In the case of a meeting under Article 15.60, the Employee shall submit these documents before the Employee meets with the Head. By 15 June of each academic year, the Head shall send all CVs and Career Development Reports for the Employees with whom they are not meeting to the Dean for review. In the case of the Head, they shall send their curriculum vitae and Career Development Report directly to the Dean by 15 June. In the case of a CRC holder, a copy of the CRC report shall be forwarded to the Associate Vice-President of Research and Dean of Graduate Studies.

#### 15.60 Responsibilities of the Head for Career Development Meetings

- (a) In accordance with 15.50 (d), the Head has the responsibility for meeting once a year by 15 May with each full-time Employee in the Academic Unit, by 15 May for an Employee who holds an ongoing appointment, or before the end of contract for an Employee on a limited-term contract. The purpose of the meeting is to discuss the Employee's career profile, encouraging its positive development, and evaluating performance. This requirement may be modified as specified in Article 15.50(d). The discussion shall be based on the responsibilities stated in Article 17.01, 17.05, the criteria stated in Article 12.80, or 43.70 as appropriate and the information provided in the curriculum vitae and the Career Development Report.

Employees returning from a leave may request a career development meeting.

- (b) The Career Development Meeting shall include all documentation or information the Employee or Head deems necessary, including, but not limited to information pertaining to teaching activities inside and outside the classroom and all student surveys. If the Head or Dean wishes clarification of any item that cannot be adduced immediately, they may reconvene the meeting within three (3) months when the Employee or the Head shall introduce such clarification to the discussion.
- (c) The objectives of the meeting are:
  - (i) To recognize and reinforce the positive contributions made by the full-time Employee and to obtain an accurate written record of such contributions for inclusion in the President's Annual Report and unless the Employee makes written instructions to the contrary, the eventual announcements of them to the public by the administration. The foregoing does not limit Employees from publicizing their contributions as they see fit.
  - (ii) To discuss the immediate and long-range plans of the Employee for academic research and the development of courses to be taught at Acadia taking into consideration their other legitimate academic commitments and the needs of the Academic Unit.
  - (iii) To discuss with Professors the financial and time requirements of research and development of courses and to initiate steps to obtain grants from SSHRC, NSERC, CIHR, CFI, other external funding agencies, or the University Research Fund to facilitate such projects.
  - (iv) For Professors, to plan and discuss the suitability of the full-time Employee's application to the DRC for tenure and/or promotion, including time of

application, criteria for such evaluations, and their performance relative to the criteria.

For Instructors, to discuss plans for review and promotion under Articles 43.60 and 43.70, including time of application, criteria for such evaluations, and their performance relative to the criteria.

- (v) The Employee shall indicate in this report any use of University support staff, equipment, materials, computer services, laboratories, or office space for personal use or for the use of external organizations.
- (vi) The Head and Employee shall develop a plan to improve areas of unsatisfactory performance.
- (d) For Professors, the Head shall assess and comment on the four areas of performance outlined in Article 12.83 in a letter to the Employee sent within (4) weeks following the meeting. For Instructors, the Head shall assess and comment on the four areas of performance outlined in Article 43.71 in a letter to the Employee sent within (4) weeks following the meeting. If the Head assesses performance to be unsatisfactory in any of the four areas, the Head shall give reasons for the assessment and outline the agreed-upon plan for remedies in accordance with Article 15.50 (f). If the Employee disagrees with the Head's evaluation of any area, the Employee may append written comments to the letter, providing these to the Head within two (2) weeks of receiving that letter. Finally, the Head shall within four (4) weeks following the meeting forward the curriculum vitae, the Career Development Report, and the letter with any appended comments to the Dean who shall ensure compliance with the requirements of this Article.
- (e) In the case of a Head, the career development meeting shall take place between the Head and the Dean by 30 June. The Dean shall write a letter to the Head assessing and commenting on the four areas of performance outlined in Article 12.83 or 43.71 as appropriate by 15 July. If the Dean assesses performance to be unsatisfactory in any of the four areas, the Dean shall give reasons for the assessment and outline the agreed-upon plan for remedies in accordance with Article 15.50 (f). If the Head disagrees with the Dean's evaluation of any area, the Head may append written comments to the letter by 31 July.

15.67 The Employer agrees to publicize the academic achievements of each Employee which they and the Head have deemed suitable for inclusion in the Vice-President's Annual Report to the Senate and shall endeavour to make these achievements known to the wider public in the local and provincial media without prejudice to the achievements of any one Employee unless the Employee specifically requests that information be withheld from the public.

15.68 The Employer agrees that an Employee will find it easier to improve performance in an atmosphere of adequate working conditions, as specified in, but not limited to, Articles 17.11, 17.15, 17.20, 17.80 and 17.90 in order that an Employee has an opportunity to meet her professional duties as specified in this Article.

15.69 Interdisciplinary Appointments

- (a) Academic Unit Membership

Employees with an Interdisciplinary Appointment shall be considered members of every Academic Unit to which they have been appointed.

(b) Service Expectations

Service expectations should be approximately in the ratio specified in the letter of appointment as describe in Article 10.70(f) or 43.58(f). Employees with an Interdisciplinary Appointment shall be expected to play an active role in activities of all Academic Units of which they are a member, with the understanding that they shall not be expected to take on more in total than would be normal for a faculty member assigned to one Academic Unit. The ratio specified in the letter of appointment shall be used as a guideline for service expectations.

(c) Course Reductions

When an Employee with an Interdisciplinary Appointment is to receive course reduction, the Head(s) or Interdisciplinary Program Coordinator(s) shall consult with the Employee in order to determine which Academic Unit(s) shall receive the reduction.

(d) Scheduling and Communications

The Heads or Interdisciplinary Program Coordinator(s) of the Academic Units of which the Employee with an Interdisciplinary Appointment is a member shall cooperate to avoid class scheduling conflicts, shall inform the Employee about Academic Unit meetings as per 15.50(l), and shall include them on Academic Unit e-mail distribution lists.

(e) Career Development Meetings

The Career Development Meetings described in Article 15.50 shall be conducted by the Head or Interdisciplinary Program Coordinator in the home Academic Unit who shall solicit input from the other Head(s) or other Interdisciplinary Program Coordinator(s) of Academic Unit(s) of which the Employee with an Interdisciplinary Appointment is a member.

(f) Sabbatical Leaves

When an Employee with an Interdisciplinary Appointment is applying for sabbatical leave under Article 24.13, the application shall be submitted to the Head or Interdisciplinary Program Coordinator in the home Academic Unit who shall solicit input from the other Academic Unit(s) of which the Employee is a member. After consulting with the other Academic Unit(s), the home Academic Unit shall forward, using the form in Article 24, Appendix I, the complete application together with its recommendation.

**Article 15.00 Appendix I**

**PROFESSOR ANNUAL CAREER DEVELOPMENT REPORT**

Name		Signature	
Head/Director		Signature	
Date of Meeting		Academic Unit	

Teaching Activity	
List courses taught or coordinated:	Comments:
List advanced students supervised (honours, masters, advanced studies, fieldwork, internship). Indicate whether completed or in progress. Include thesis committee work.	

New course development and design. Comment on any activity that led to the revision or creation of new teaching material or techniques.	
Teaching activity more broadly defined. Comment on any other teaching activity including academic counselling, guest lectures, continuing education teaching.	
List any publication or production of material related to pedagogy.	
Comment on any other teaching activities.	
Summarize explorations of learning technologies (Article 17.09).	
Comment on teaching plans for the upcoming year.	
<b>Research Activity</b>	
List any new books, monographs, or publications that appeared in print or were accepted for publication in the past year. For journal publications, indicate whether they were refereed with an "R".	
List any creative work, patents, performances, commissioned work, technical reports, or special assignments.	
List current and new grants and sources of funding to support research and creative work.	
List papers and attendance at professional meetings and seminars.	
Papers/works/research in progress.	
Summary of activity related to Article 33.	
Public speaking engagements, colloquia related to research activity.	
Support of research: list any editorial, reviewing or grant adjudication activity that supports research.	
Comment on research mentoring activities.	
Comment on any other research achievements.	
Comment on consulting activities re: Article 17.71.	
Comment on research plans for the future.	
<b>Service Activity</b>	
List committees served on at Acadia;	Comments:
List committees served on in the broader community/government/profession related to your discipline:	Comments:
Comments on any other service activity.	
Comment on service activities for the coming year.	

## Article 15.00 Appendix II

### INSTRUCTOR ANNUAL CAREER DEVELOPMENT REPORT

Name		Signature	
Head/Director		Signature	
Date of Meeting		Academic Unit	

<b>Teaching Activity</b>	
List courses taught or supported:	Comments:
List advanced students supervised or aided (honours, masters, advanced studies, fieldwork, internship).	
New course development and design. Comment on any activity that led to the revision or creation of new teaching material or techniques.	
Teaching activity more broadly defined. Comment on any other teaching activity including academic counselling, guest lectures, continuing education teaching.	
List any publication or production of material related to pedagogy.	
Comment on any other teaching activities.	
Comment on teaching plans for the upcoming year.	
<b>Research Activity (Optional)</b>	
List conferences/workshops attended pertaining to academic discipline.	
List workshops attended of a technical nature.	

List any new books, monographs, or publications that appeared in print or were accepted for publication in the past year. For journal publications, indicate whether they were refereed with an “R”.	
List any creative work, patents, performance, commissioned work, technical reports, or special assignments.	
Papers/works/research in progress.	
Public speaking engagements, colloquia related to research activity.	
Support of research: list any editorial, honours or master’s thesis proposal/defense committee, reviewing or grant adjudication activity that supports research.	
Comment on any other aspect of research.	
Comment on other aspects of professional development.	
<b>Service Activity</b>	
List committees served on at Acadia:	Comments:
List service activities within the Acadia community, e.g., open house, High School Student Programs, See Earth, parent/student tours, etc.	
List committees served on in the broader community/ government/ profession related to your discipline:	Comments:
Comments on any other service activity.	
Comment on service activities for the coming year.	

### Article 15.00 Appendix III

#### PART-TIME EMPLOYEE TEACHING DEVELOPMENT REPORT

Name		Signature	
Head/Director		Signature	
Date of Meeting		Academic Unit	

<b>Teaching Activity</b>	
List any courses taught or supported:	Comments:
New course development and design. Comment on any activity that led to the revision or creation of new teaching material or techniques.	
Comment on any other teaching activity.	
Comment on any teaching plans for the upcoming term or year.	
<b>Other Relevant Activity (Optional)</b>	
List any additional relevant activities.	

### Article 16.00 Appointment and Review of Heads or Interdisciplinary Program Coordinators

- 16.01 (a) For the purposes of this Article, substitute “Interdisciplinary Program Coordinator” for “Head” as necessary.
- (b) Eligible Members
- (i) For purposes of this Article, “eligible members of the Academic Unit” includes those with an Interdisciplinary Appointment as per Article 15.69.
  - (ii) For purposes of this Article, where “Academic Unit” refers to an Interdisciplinary Program, “eligible members of the Academic Unit” shall be deemed to mean all members of the Interdisciplinary Program as defined in Article 1.20.3.
  - (iii) For purposes of Articles 16.04, 16.09, 16.12, 16.13 (b), 16.14 (b) and 16.18 (a), “eligible members of the Academic Unit” shall be deemed to mean all full-time

Instructors and full-time Professors within the Academic Unit, excluding those in their first year of a Contractually Limited Term Appointment within the Academic Unit.

- (iv) For purposes of Articles 16.13 (a) and 16.14 (a), “eligible members of the Academic Unit” shall be deemed to mean all tenured or tenure-track Professors, and all Instructors with a continuing appointment, and all CLT’s with a continuing appointment as per 10.09.1(b) within the Academic Unit.

For purposes of this Article, where “Academic Unit” refers to the Research Services Sector, “eligible members of the Academic Unit” shall be deemed to mean all those within the Research Services Sector holding the rank of Librarian or Archivist I, II, III, or IV, excluding those in their first year of a Contractually Limited Term Appointment.

#### 16.02 Term as Head, Acting Head

The headship term shall normally be three (3) years.

Time spent on sabbatical leave shall not be included in the three (3) years mentioned above nor shall such leave be construed as interfering with continuity as Head.

An Acting Head has the duties, responsibilities and remuneration of Head. The period of appointment is for not more than one (1) year, renewable only once, according to the procedures of Article 16.14. If an Acting Head is appointed Head the year following their appointment as Acting Head, the service as Acting Head shall not count in the term of service as Head.

#### 16.04 Election of Head

Academic Units may elect a Head for a three- (3) year period, or an Acting Head for a period of not more than one (1) year renewable only once. When a Head or an Acting Head leaves office before the end of their term, or goes on leave for a period exceeding one (1) year, the Dean shall call and chair a meeting of the eligible members of the Academic Unit in order to determine whether the Academic Unit wishes to elect a Head or an Acting Head. If a majority of the Academic Unit is in favour of an Acting Head, and the Dean concurs, then the procedures of Article 16.14 shall apply. Otherwise a search (Article 16.08) shall be initiated. When a Head goes on leave for a period not exceeding one year, an Acting Head shall be elected, according to the procedures of Article 16.14.

#### 16.08 Search Procedures

Internal, or Internal/External

When a search is to be undertaken the Dean shall inquire of the Provost whether the search is to be internal or both internal and external. If a tenure-track position is available the President may authorize an internal and external search.

#### 16.09 Dean Seeks Nominations

Where a search is to be internal only, by 30 November of the last year of the Head’s term, the Dean shall call for nominations, then hold an election in which all eligible members of the Academic Unit may vote. Successive rounds of voting shall be held, if necessary, until one

candidate has a majority. If the Academic Unit members are evenly divided, the Dean shall cast the deciding vote. The Dean shall forward the results of the election to the Provost.

16.10 Only One Candidate or No Candidates

- (a) Where there is only one (1) candidate, and the Dean has ascertained that the individual is willing to serve, then the Dean shall conduct a vote of all eligible members of the Academic Unit to determine whether or not the candidate is acceptable. If the majority is affirmative, the Dean shall notify the Provost. Upon receipt of this information, the Provost shall process the information as though it had come from a Search Committee. If the majority is not in favour, the Dean shall set up the Search Committee described in Article 16.12.
- (b) When there are no candidates in the Academic Unit, the Dean shall temporarily assume the responsibilities as Head.
- (c) Should circumstances arise in which the appointment of an Acting Head in an Academic Unit has been authorized but cannot be implemented, the President, acting on the recommendation of the appropriate Dean of Faculty and the Provost may appoint a substitute from another Academic Unit, as follows:
  - (i) The individual appointed shall be known as the Acting Chair of the Academic Unit and shall carry out the administrative functions of the Academic Unit (which would normally be the responsibility of the Head).
  - (ii) The Acting Chair may be appointed for a period of not less than six (6) months and beyond that, not longer than is required to appoint a Head or Acting Head from within the Academic Unit under the procedures of the Collective Agreement.
  - (iii) The Acting Chair shall receive the administrative stipend which would have been paid to the Head (Article 21.07) and, if appropriate, the course remission provided in Article 15.51. If course remission is given, the Academic Unit of the Acting Chair shall be compensated for any reduction in teaching capacity.

16.11 Advertising

Where the search is internal/external, advertising shall take place as per Article 10.52(a) and (b).

16.12 Search Committee

Where the search is to be both internal and external, when there are two or more candidates, or when the sole candidate does not receive majority endorsement of the eligible members of the Academic Unit, the Dean shall convene a search committee having the following membership:

- (a) the Dean who shall be the Chair;
- (b) three (3) eligible members elected by the Academic Unit;
- (c) for Departments, Schools, and Interdisciplinary Programs, one Professor from a cognate Department, School, or Interdisciplinary Program selected by the Faculty of which the Academic Unit is a part; for the Research Services Sector, one Professor elected by the Faculty;



- (d) a person distinguished in the discipline/profession from another institution, chosen by the five (5) persons mentioned above. This requirement may be waived if the Academic Unit, by a majority vote so requests, and the Dean and the Provost concur;
- (e) one senior or graduate student to be elected by or under the auspices of the Student Representative Council; for Departments, Schools, and Interdisciplinary Programs, the student shall be from the Academic Unit concerned.

#### 16.13 Short List

- (a) All eligible members of the Academic Unit concerned shall have the opportunity to apply and to nominate other eligible members, subject only to the provision that no one may run for Head whose own appointment contract does not encompass the term of Headship.
- (b) After consultation with the eligible members of the Academic Unit, and in accordance with the principles in Articles 3.30(d) and the criteria in Articles 10.61, and 10.62 or 50.61 and 50.62 as applicable, the Search Committee shall draw up a short list of not more than three candidates and shall arrange for those on the short list to meet the members of the Academic Unit, and present a public lecture. This lecture shall take place even if there is only one short-listed candidate for the position.
- (c) Thereafter the Search Committee shall give full consideration to the preferences of members of the Academic Unit before making a recommendation for the position.
- (d) The Search Committee shall have the right to recommend an acting Headship, subject to Article 16.02, unless by agreement by both Parties, and the provisions of 16.14 shall thereafter apply.
- (e) Except in the case where the Search Committee recommends an acting Headship, the recommendation of the Search Committee shall be forwarded to the Provost. The Provost shall have the right to request the Search Committee to reconsider, giving reasons for the request. Following this reconsideration, if any, the recommendation of the Search Committee shall be forwarded to the Board for action.

#### 16.14 Acting Head

##### Selection Process

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

- (a) Call for nominations by and from the eligible members of the Academic Unit.
- (b) Following the close of nominations, the Dean shall conduct a vote of all eligible members of the Academic Unit to elect an Acting Head by a majority vote.
- (c) If the vote results in a tie, the Dean shall give the Academic Unit the opportunity to take a second ballot within one week. If the result of the second ballot is still a tie, the Dean shall cast the deciding vote.
- (d) The Dean shall forward the Academic Unit's recommendation to the Provost for transmission to the Board.

16.18 In-term Review

- (a) At any time during the service of a Head or an Acting Head, eligible members may request a review or vote non-confidence by a simple majority. That vote shall be reported to the Dean, who shall then attempt to mediate between the Academic Unit and the Head (or Acting Head). If such mediation fails, the Dean shall within two weeks of being notified of a request for a review or a non-confidence vote, establish an in term Review Committee as in (c) below.
- (b) At any time in the service of a Head, the Board may request a review of the performance of the incumbent. Within one month of such a request being received, the Dean shall set up a Review Committee.
- (c) The Review Committee shall have the composition of the Search Committee defined in Article 16.12 of this Agreement and shall have the duty of advising the Provost as to whether the appointment of the Head should be continued to the end of the existing term, or terminated sooner. The Provost shall have the right to request the Review Committee to reconsider, giving the reasons for the request. Following this reconsideration, if any, the recommendation of the Review Committee shall be forwarded to the Board for its action.
- (d) Assessment of the Head shall be based upon their ability to perform the administrative duties of the position as defined in Article 15.

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

16.20 Designated Head

16.21 In accordance with Article 15.50 (m) / 55.50 (l), the Head shall designate a temporary replacement from eligible members of Academic Unit during annual vacations and other occasional absences. The name of the Designated Head shall be circulated by e-mail to the Heads and Directors and to the Administrative Assistant and all members of the Academic Unit, with copies to the appropriate Dean and the President of the Association.

16.22 The Designated Head shall be vested with the signing authority of the Head while serving in that capacity.

16.23 The Provost shall host annual workshops for Heads to outline best practices and expectations for fulfilling the duties of the position. The workshops shall consist of training around hiring procedures (Articles 3, 10, 11 and 58), renewal, tenure, and promotion (Article 12), career development meetings (Articles 15 and 17), and discipline (Articles 14 and 15) of the Collective Agreement. All Heads must participate in a workshop during the first year of their term, and at least every two (2) years subsequently.

**Article 17.00 Academic Responsibilities and Working Conditions**

17.01 Academic Responsibilities

In general, the responsibilities of Professors, Librarians, Archivists, Instructors, and the Curator are:

- (a) in the case of Professors, dissemination of knowledge through undergraduate and graduate teaching; in the case of Librarians, dissemination of knowledge through provision of Library services and programs; in the case of Archivists, preservation of archival materials and dissemination of knowledge through provision of archival services and programs; in the case of Instructors dissemination of knowledge through teaching (see 17.02 C); in the case of the Curator, dissemination of knowledge through provision of Gallery services and programs;
- (b) research, scholarly or other creative activity;
- (c) service to the University and academic community, and where applicable, their profession.

## 17.02 Dissemination of Knowledge

### A. Professors

The dissemination of knowledge includes undergraduate and graduate teaching as well as research and in certain instances, community or clinical service. Professors are expected:

- (a) to develop and maintain scholarly competence and effectiveness as teachers within their discipline;
- (b) to prepare and organize their subject matter and revise that subject matter as appropriate;
- (c) to be available for the academic counselling and supervision of students, the supervision of examinations, and other related activities as may be deemed necessary by the Parties to this Agreement;
- (d) to contribute to the delivery of academic programs;
- (e) to supervise students' research and practical work and assist in thesis supervision as well as to participate in the evaluation of students' research and theses, consistent with Article 17.34 of this Agreement;
- (f) to make recommendations to the Head or Director of the Academic Unit to delegate whenever necessary lecturing duties in their courses to others (it is agreed that others may include graduate students, teaching assistants, or visiting academics, or part-time instructors or professional experts);
- (g) to conduct their classes within the relevant academic regulations as agreed to by the Parties to this Agreement and maintain an orderly and productive academic environment;
- (h) to teach in-person (with the exception of discussion groups) and be present for the full classroom period. Professors may, within reason for good cause, such as pedagogical or professional reasons, deliver a small number of classes in a particular course using an alternative delivery method. The Head or Director shall be notified of all classes that are offered in an alternative delivery format;
- (i) to inform students of the bases of evaluation, and methods of instruction indicating the Professor's plans for the use of information technology in their

courses at the beginning of each term. The Head or Director, as the case may be, shall be provided with copies of such information, within two weeks of the commencement of the course. The Dean shall be provided with such information upon the Dean's request;

- (j) to comply with all procedures and deadlines approved by the Senate concerning the reporting and reviewing of the grades of their students and such other formally approved and published procedures and deadlines as may be necessary for the well-ordered operation of the teaching programs of the University which are agreed upon by the signatories to this Agreement;
- (k) to complete their duties as examiners within seven working days of each examination, unless prior arrangement is made with the Academic Unit and Registrar;
- (l) to cancel instruction only for good cause and to notify the Head or Director if such cancellation is necessary. If possible, Professors shall give their students advance notice of such cancellation and Professors shall make every reasonable effort to reschedule the cancelled instruction, including laboratories;
- (m) to be present during the academic year up to and including the last day of an examination period and up to and including the Spring Convocation, except with the written approval of the Head or Director of their Academic Unit;
- (n) Faculty members shall conduct a student survey of each course they instruct (see Article 15.55). The survey shall be conducted during the last two weeks of regular classes. A survey shall be conducted in each section of multi-section courses. Courses that continue for both Fall and Winter terms shall be surveyed in the Winter term. Care should be taken in the preparation, completion and collection of survey instruments to ensure the anonymity of the respondents, and that only students registered in the course participate in the survey. Care should be taken in the processing of completed surveys to ensure confidentiality.

B. Librarians/Archivists

Librarians disseminate knowledge by teaching information literacy, delivering information services and managing the development of the library collection. Archivists mobilize knowledge foremost through the preservation of archival records, by providing access to those records, by teaching information literacy, by delivering information services, and by managing the development of the archival collection. Librarians and Archivists are expected to:

- (a) develop and deliver information literacy programs, which involves teaching research resources and methods within academic disciplines;
- (b) deliver information services which are designed to answer specific questions or provide information on a specific topic;
- (c) manage the development and maintenance of the library (for Librarians) or archives (for Archivists) collection in all its formats and for Archivists, manage the preservation of the material in archives collections;

- (d) select, in accordance with the Senate Library Collection Development Policy, library (for Librarians) or archives (for Archivists) materials in support of the teaching and research needs of the University;
- (e) assist in the management of the library (for Librarians) or archives (for Archivists), including developing policies and procedures;
- (f) lead library (for Librarians) or archives (for Archivists) program and project teams;
- (g) participate in professional development activities designed to maintain currency in their field of expertise or develop new areas of expertise;
- (h) promote library (for Librarians) or archives (for Archivists) services and collaborative programs with faculty members;
- (i) contribute to the delivery of library (for Librarians) or archives (for Archivists) programs.

## C Instructors

Instructors disseminate knowledge through delivering laboratory, tutorial, studio, or theatre programs; through classroom teaching; and through supervision of field trips, practica, and student outreach. The Parties recognize that Instructor duties vary from Academic Unit to Academic Unit. As a consequence, teaching allocation (i.e., lecture-based or practical instruction) shall also vary. When an Instructor's course is a co-requisite of a lecture course, the Instructor shall collaborate with the listed Professor(s) for that lecture course. Should the Instructor and the Professor disagree on course content and delivery method, the matter shall be referred to the Dean for resolution. Instructor duties shall in general consist of some of the following:

- (a) develop and deliver laboratory, tutorial, studio, or theatre programs;
  - (i) assist students with meeting the objectives of the laboratory/tutorial/studio/ workshop activities;
  - (ii) prepare laboratory manual, handouts, instructions, exercises, assignments, quizzes, and/or reviews. This may include the use of electronic media;
  - (iii) prepare and give pre-laboratory lectures;
  - (iv) prepare laboratories/studios/workshops for instruction. Supervise technical help;
  - (v) provide student counseling on both content and write-up of activities;
  - (vi) set, supervise, and mark laboratory/studio examinations;
  - (vii) instruct students on the proper use of equipment and on workplace safety.
- (b) administration and maintenance of workplaces and relevant equipment associated with 17.02 C (a) and anticipate and order supplies. This may involve keeping financial records;
- (c) develop and implement methods for evaluating student performance;
- (d) supervise assistants and markers. Participate in their selection and hiring;
- (e) supervise field trips, practica, and/or student outreach;
- (f) teach non-credit courses;

- (g) work with individuals and groups in remedial activities;
- (h) perform other appropriate duties as agreed upon with the Head;
- (i) the Technical Director for all Acadia Theatre Company productions shall be an Instructor and shall supervise all areas of production. They shall interview students and recommend them for appointments to the various technical areas and supervise student crew chiefs;
- (j) participate in professional development activities designed to maintain currency in their field of expertise or develop new areas of expertise.

#### D Curator

The Curator disseminates knowledge foremost through the delivery of Gallery exhibitions and programs, and the stewardship and development of the permanent collection of art.

The Curator is expected to:

- (a) research exhibitions and artists both for presentation in the Gallery and in relation to the permanent collection of art;
- (b) develop and deliver Gallery programs, which involve teaching visual literacy;
- (c) promote Gallery services and collaborative programs with faculty members;
- (d) manage the development and maintenance of the permanent collection of art, including its care and preservation, and develop policies and procedures for the collection;
- (e) participate in professional development activities designed to maintain currency in their field of expertise or develop new areas of expertise.

### 17.03 Scholarly Activity

The Parties agree to respect guidelines and procedures for ethical research that have been approved by the Senate of Acadia University.

#### A. Professors

This involves the creation of new knowledge, the creative use of existing knowledge, the organization and synthesis of existing knowledge, or creative expression such as music, art, drama, in the Professor's discipline. It may also involve active participation on editorial boards, and as referees or on committees and juries for the evaluation of scholarly work and creative arts.

Professors shall be encouraged and are expected to devote a reasonable portion of their time to meaningful research, scholarly or other creative activities, related to their discipline. Appropriate dissemination of research findings is expected and encouraged.

B. Librarians and Archivists

This involves the creation of new knowledge, the creative use of existing knowledge, or the organization and synthesis of existing knowledge in the field of librarianship, archival studies, or another academic discipline related to their work. It may also involve active participation on editorial boards, and as referees or on committees and juries for the evaluation of scholarly work and creative arts.

Librarians and Archivists shall be encouraged and are normally expected to devote 10% of their time to meaningful research, scholarly or other creative activities related to librarianship, archival studies, or another discipline related to their work. Appropriate dissemination of research findings is expected and encouraged.

The Parties recognize that the nature of scholarly activities may vary from Librarian to Librarian (or from Archivist to Archivist) and from time to time according to program assignments. As a consequence, the time devoted to scholarly activity may also vary.

C. Instructors

Scholarly activity shall be voluntary on the part of Instructors. The Board recognizes the value of having Instructors engaged in research. This involves the creation of new knowledge, the creative use of knowledge, the organization and synthesis of knowledge, or creative expression such as music, art, drama, in the Instructor's discipline. It may also involve active participation on editorial boards and as referees or on committees and juries for the evaluation of scholarly work and creative arts.

D. Curator

This involves the creation of new knowledge, the creative use of existing knowledge, the organization and synthesis of existing knowledge, or creative expression through art. It may also involve active participation on editorial boards, and as referees or on committees and juries for the evaluation of scholarly work and creative arts.

The Curator shall be encouraged and is expected to devote a reasonable portion of their time to meaningful research, scholarly, or other creative activities related to their discipline. Appropriate dissemination of research findings is expected and encouraged.

17.04 Service to the University, the Profession and the Academic Community

Consistent with their primary duties, full-time Employees have the right and responsibility to participate actively in the work of the University, the profession, and academic community through active membership on appropriate bodies, councils, committees, Senate, editorial boards, and as referees or on committees and juries for the evaluation of scholarly work and creative arts, etc. For full-time Employees appointed to more than one Academic Unit, the service expectation shall follow the ratio described in 10.70(f). Employees have the right and are encouraged by the Board to participate actively in the work of all such academic and professional associations, especially when holding executive positions. Should this activity require significant amounts of time the Boards shall provide some release time, up to a maximum of one-half (1/2) course for full-time Professors, or for Librarians, Archivists, and the Curator up to a maximum of seven (7) hours per week, or for Instructors up to a maximum of six (6) contact hours per week, upon the recommendation of the Head, Dean, and the Provost. Where requested by the Academic Unit, the Board may provide the necessary funds to employ a replacement.

Full-time Employees have the right and the responsibility to participate in the functioning of their Academic Units or Sectors, Faculties and the University. Such participation includes development of content and requirements for academic programs. Service to the University shall include, where relevant, administrative duties and committee service of Employees.

17.05 Community Service

Full-time Employees are encouraged by the Parties to engage in community service. Such service, if it be of a lasting nature, should be reported to the individual's Head or Director, as the case may be. Community service is seen as being beneficial to the full-time Employee and to the University, as well as to the wider community.

Community service includes participation in activities and organizations outside the University where the full-time Employee's academic, professional, and/or research interests and competencies form the basis for such participation.

17.08 Part-time Employees

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

Article 17.02 A (with the exception of 17.02 A (e), which is optional, and 17.02 (A) (m)) applies to part-time Employees. Part-time Employees are expected to be available throughout the academic terms(s) for which they are employed and up to and including the last day of an examination period except with the written approval of the Head or Director of their Academic Unit.

17.08.1 Lecteurs/Lectrices

The responsibilities of Lecteurs/Lectrices include the dissemination of knowledge through undergraduate teaching, tutorials, office hours, and other duties as may be assigned by the Head during the fall and winter semesters. Lecteurs/Lectrices have a teaching expectation of up to six (6) credit hours per semester, plus preparation and evaluation. In addition, tutorials, office hours, and other duties may not exceed twelve (12) hours per week. Lecteurs/Lectrices shall receive nine-and-a-half (9.5) month half-time CLT appointments and shall be remunerated according to the Salary Grid in Appendix C.

Article 17.02 A (with the exception of 17.02 A (e)) applies to Lecteurs/Lectrices. Article 17.04 does not apply to Lecteurs/Lectrices.

17.08.2 Pädagogischen Austauschdienstes (PAD lecturers)

The responsibilities of PAD lecturers include the dissemination of knowledge through undergraduate teaching, tutorials, office hours, and other duties as may be assigned by the Head during the fall and winter semesters. PAD lecturers have a teaching expectation of up to six (6) credit hours per semester, plus preparation and evaluation. In addition, tutorials, office hours, and other duties may not exceed twelve (12) hours per week. PAD lecturers shall receive nine-and-a-half (9.5) month half-time CLT appointments and shall be remunerated according to the Salary Grid in Appendix C.

Article 17.02 A (with the exception of 17.02 A (e)) applies to PADs. Article 17.04 does not apply to PADs.



- 17.09 The Parties commit to exploring the use of information technology in developing effective means to meet pedagogical needs and using information technology when, in the Employee's judgment, it enhances the learning environment, and/or advances student and Faculty scholarship.
- 17.10 Standard Office Facilities
- 17.11 The Board shall provide each Employee with a private office containing ergonomically sound furnishings (chair and desk), telephone, bookshelves, and a filing cabinet. "Private" shall be assumed to include ceiling to floor walls with sound insulation; lockable doors; lighting sufficient for reading, writing, and computer work; appropriate window and floor coverings; temperature maintained in normal room temperature range; and acceptable air circulation and quality.
- The Board shall provide an annual budget administered by a committee consisting of the Deans to address proactively the requirements of Article 17.11.
- 17.12 Except as provided in Article 17.13, Employees' offices shall not be occupied or used without their written consent.
- 17.13 If an Employee is absent from their offices for more than three (3) months, their offices may be used temporarily for other purposes. The Head, Dean or Provost as appropriate, shall give the Employee and the President of the Association written notice of their intentions so that the Employees may remove their personal belongings from their offices if they so desire. In the event of an absence of more than three (3) months, the Employer shall have the right to remove the Employee's personal belongings to a secure area if the Employee declines the opportunity to remove their personal belongings. The Association shall be invited to provide a witness to the relocation process. All personal belongings removed by the Employer shall be returned to the Employee's office in the same condition in which they were removed before the Employee returns to the office.
- 17.14 Personal Files
- (a) The Board shall treat Employee files and communications as confidential and shall not examine or disclose information without just cause nor disclose information to a third party unless it is for use in a disciplinary or criminal investigation or has been the subject of a subpoena served on a representative of the Board. Authorization to search, access or disclose personal data shall require the approval of the Vice-President (Administration). The Association shall be notified of any exercise of this clause and the circumstances leading to that exercise.
- (b) The Parties agree that members have a right to privacy in their personal and professional communications and files, whether on paper or in an electronic form.
- 17.15 Computer Access
- (a) The Board recognizes the value to the Employee of having ready access to computing facilities and shall maintain them. Charges may be levied for computer facilities and services used in contract work or consulting. The Board shall provide each Employee with a computer, mouse, keyboard, keyboard tray, and network access. If the computer is a laptop model, the necessary cords and cables shall be provided upon request. Access to computers and network accounts commences two weeks prior to the Employee's

contract start date and terminates two weeks subsequent to the contract end date of the Employee's contract.

- (b) Employees who have a confirmed appointment for an upcoming academic session shall retain their library privileges, laptop computer, and associated services for the break between appointments.
- (c) Employee files and personal communications, including those that are stored or transferred electronically on University computer systems, are private. The Employer reserves the right to monitor and access user accounts in order to maintain the integrity of the computer system in a secure and reasonable manner. Only authorized personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities. The Association shall be provided with a list of these personnel annually; an updated list shall be provided to the Association upon request.
- (d) If discipline is to be imposed for any alleged misuse of University telecommunications or mail systems, it must be imposed in accordance with the provisions of Article 14 of this Agreement.

17.16 Off campus access to Acadia's computer system shall be maintained and provided from the internet free of charge to Employees.

17.17 The Board shall not appropriate any course materials provided through the Acadia computer network by Employees without the Employee's written permission.

17.20 Scheduling of Classes and Laboratories

17.21 Classes and laboratories taught by Employees shall normally be scheduled between 8:30 am and 6:30 pm. The permitted teaching slots are defined and maintained by Senate. Employees shall not be required to teach more than one (1) three (3) -hour course or laboratory per term between the hours of 6:30 pm and 10:30 pm. Scheduling of classes and laboratories is arranged as in 15.50(h).

17.22 Employees shall not be required to teach more than two hours consecutively of class time, or more than three hours consecutively of lab or studio time, except in offering a single course. For the purposes of this clause, two separate sections of the same course shall be interpreted as being two different courses.

17.23 Adequate Classroom Space

The Board shall make a reasonable effort to provide classroom and library space which meets the pedagogical needs of the various academic subjects. Appropriate classroom size, level of permissible background noise, necessary teaching aids (such as blackboards, whiteboards, and audio/visual equipment), and access to technology shall all be considered when allocating classrooms. Employees with disabilities shall be entitled to reasonable workplace accommodations up to the point of undue hardship.

17.30 Teaching Expectation

17.31 Professors have a teaching expectation of fifteen (15) credit hours. The Parties recognize that teaching patterns vary appreciably from one academic discipline to another.

New tenure-track Employees shall have a teaching load of twelve (12) credit hours in the first year of employment. In the case of Employees with Interdisciplinary Appointments, the Head(s) or Interdisciplinary Program Coordinator(s), in consultation with the Employee, shall arrange the distribution of courses across the Academic Units and shall determine which Academic Unit shall receive the reduction.

Professors and Instructors converted under Article 11.14, who take successive six (6) month sabbaticals under Article 24 shall have an alternating teaching expectation of nine (9) and six (6) credit hours during the term adjacent to their six (6) month sabbaticals within the academic year(s) of the sabbatical.

A Professor's teaching load may be increased by six (6) credit hours and no more, only if the Head requests the increase in writing to the Dean on the basis of program needs and, only if the Dean and the Employee agree in writing. Should an increase above the normal teaching load occur, Professors shall receive remuneration at the basic rate specified in accordance with Appendix H. Copies of the request and the agreements shall be sent to the President of the Association.

17.32 Each hour of a music studio or laboratory period or other regularly scheduled teaching, which is supplementary to the classroom activity, shall be considered to be equivalent to one-half hour of a classroom period. Employees must be present and teaching for the period for which they are claiming teaching credit. When an Instructor is assigned to a course, the Professor shall claim no teaching credit for that course. An enrolment of six (6) students for one academic term in individual instruction of applied music courses requiring one (1) hour per week of individual instruction is equivalent to a three- (3) hour course assignment; for an enrolment of fewer students the fulfillment of teaching expectation is adjusted proportionally. Instruction of ensembles in the School of Music shall be credited at one-half (0.5) times one (1) credit hour of each hour of weekly ensemble.

17.33 Office Hours

Professors' responsibilities extend beyond the classroom. Professors shall be available for consultation with students and to contribute to the administrative work of the Academic Unit and of the University for at least two hours per week for each three- (3) hour credit course to a maximum of six- (6) hours per week at stated times. At least one-half of these hours shall be offered in their office between 8:30 am and 6:30 pm Monday through Friday. The remainder of these hours may be offered live "online."

17.34 The supervision of advanced students shall be voluntary on the part of Employees. The Employer recognizes the value of Honours and Graduate programs, and the necessity for conscientious supervision of students writing theses in these programs.

17.35 The President of the Association shall, on request, have their teaching expectations reduced by a six (6) hour credit course; or equivalent. If requested by the Academic Unit, the Board shall provide the necessary funds to employ a replacement.

The Association may buy release time for up to thirty-six (36) credit hours. The cost of such release time shall be that set forth in Article 21.04.

17.36 With the exception of Professors who are teaching at this university for the first time or teaching in a new program, no Professor shall be required in an academic year to prepare for more than the equivalent of nine (9) credit hours which they have not taught at least once during the previous four (4) years.

- 17.37 Canada Research Chairs shall not be required to teach more than one three (3) credit hour undergraduate course during each academic year. They may participate in additional teaching (e.g., a multi-Professor IDST course, graduate course) and thesis supervision. They shall normally participate in an annual symposium organized by the Office of Research and Graduate Studies.
- 17.39 The Board recognizes the value of faculty research and shall not charge overhead costs to any external research grant, (as defined by the Guide to the Administration of Research Grants and Contracts) beyond what is provided for in the grant.
- 17.40 Standard Workload for Librarians and Archivists
- (a) The workload for a Librarian or Archivist shall be determined by the Dean in consultation with the Research Services Head and the Librarian or Archivist. Individual schedules of work for each Librarian and Archivist are arranged in consultation with the Research Services Head.
  - (b) The hours of work for full-time Librarians in the performance of their duties shall normally be 35 hours per week. The normal hours of scheduled availability in the library shall not exceed twelve (12) per week and shall be fairly and equitably distributed during the operating hours of the library.  
  
The hours of work for full-time Archivists in the performance of their duties shall normally be thirty-five (35) hours per week. The normal hours of scheduled availability in the archives shall not exceed twelve (12) per week and shall be fairly and equitably distributed during the operating hours of the Archives.
  - (c) The schedules of Librarians may include weekend hours as part of the normal work week. Such assignments are to be shared equitably among Librarians.
  - (d) Librarians normally shall not be assigned more than one (1) evening shift per week. Evening and weekend assignments shall be such that Librarians carry equitable loads.
  - (e) Librarians and Archivists scheduled to work on a paid holiday as defined in Article 24.82 shall be compensated at the rate of one and one-half hours for each hour worked. Such assignments shall be fairly and equitably distributed among Librarians and Archivists.
  - (f) On request of the Librarian and with the approval of the Dean and the Research Services Head, a Librarian's or Archivist's duties may be reduced.
  - (g) When Librarian(s)/Archivist(s) are on leave and not replaced, other members of the Sector may assume responsibility for the supervision and delivery of the services affected by the absence of the Librarian(s)/Archivist(s) with the agreement of the member, the Head, and the Dean of Libraries and Archives. Librarian(s)/Archivist(s) who assume this responsibility above their workload according to Article 17.40 (b) and 55.50 (g) shall be remunerated for their services on a pro rata basis in accordance with the basic per-course stipend. The pro rata remuneration shall be agreed upon, in advance, by the member, the Head, and the Dean.
- 17.50 Standard Teaching Expectation (Instructors)
- (a) Instructors involved with laboratory/studio/theatre instruction shall have a maximum teaching expectation of eighteen (18) contact hours per week. This amount shall be

decreased proportionately as other duties as defined in Article 17.02 C are assigned or if the position is half-time or other than full-time. No Instructor shall be required to teach laboratories/studios/workshops for more than three (3) different courses per term.

- (b) Instructors may teach the equivalent of one six- (6) hour credit course during the Fall and Winter terms. Instructors in the School of Music may teach up to the equivalent of three (3) six- (6) hour courses during the Fall and Winter terms.
- (c) Instructors teaching credit courses shall receive a reduction of two (2) hours per week from their studio/laboratory contact hours per hour of classroom teaching.
- (d) Instructors shall be available in their offices for consultation with students for at least three (3) hours per week at stated times between the hours of 8:30 am - 6:30 pm, Monday through Friday.
- (e) Employees who have been offered an Instructor position pursuant to Article 11.14 shall have a teaching expectation of fifteen (15) credit hours.

17.70 Outside Employment

17.71 The Employer recognizes the value of Employees serving as consultants in ways that enhance their professional, scholarly and scientific competence. Full-time Employees may therefore engage in consultancy activities insofar as these are compatible with their University responsibilities and the general educational goals of the University. Such consultancy activities should not exceed one (1) working day per week for full-time Employees. Consultancy activities should not interfere with the normal timetable for lectures and laboratories or with the normal provision of library or archives services. Employees shall notify their respective Dean of consultancy activities via the Employee's Career Development Report in Article 15 and Article 55 respectively.

17.72 Commitments outside the University which are intended to be or probably will become of a major or continuing nature require the recommendation of the Head following consultation with the Academic Unit and written approval by the Dean, which shall be obtained prior to acceptance of the commitment.

17.73 The use of University equipment, for consulting purposes, is permitted subject to the following conditions:

- (a) Priority use of the equipment shall be teaching and research or library/archival service.
- (b) Use of facilities or equipment for consulting purposes beyond occasional, incidental use requires the Professor or Librarian or Archivist to negotiate with the ~~Dean of~~ Associate Vice-President Research and Dean of Graduate Studies and the Head/Director of the Academic Unit (or, in the case of the Curator, the Dean of Arts) to establish a reasonable rate for the use of the equipment or facilities. The rate shall take account of any commercial rate for similar equipment and incidentals, such as solvents, gases, paper, etc., provided by the Academic Unit/Gallery.
- (c) In the case of teaching equipment, funds shall be credited to the Academic Unit/Gallery budget. In all other cases an equitable distribution between the Academic Unit/Gallery and research accounts must be agreed upon by the faculty member and the Academic Unit/Gallery.

- (d) Items (b) and (c) must have the written approval of the appropriate Dean.
- 17.74 Teaching commitments or library/archival/gallery commitments outside the University require the written approval of the appropriate Dean and (for Professors, Instructors, Librarians and Archivists) the Head, Director, or Research Services Head. Such approval shall be obtained prior to acceptance of the commitment.
- 17.80 Research Assistance
- 17.81 Professors, Librarians, Archivists, and the Curator are expected to engage in research as part of their University duties and the Board shall encourage research and other scholarly and creative endeavours as its resources and priorities permit.
- 17.82 The Provost shall work with the Associate Vice-President Research and Dean of Graduate Studies in assisting Employees in applying for external grants and contracts. The Associate Vice-President Research and Dean of Graduate Studies shall report annually to the Association on all efforts to assist Employees in applying for external grants and contracts.
- 17.83 Academic Unit Administrative Assistants shall assist Employees by typing research material whenever time is available, as determined by the Head. Such research material shall be submitted through the Head.
- 17.84 If research grants are not available to assist in the necessary costs incurred in the publication of research in professional journals, the Board shall attempt to meet requests for aid if the proposed publication has been accepted by a refereed journal, or has been submitted to a refereed journal which demands a submission fee.
- 17.90 Occupational Health, Safety, Security, and Accessibility
- The Parties agree that the health and safety of Employees is an important mutual concern. The Parties agree that they shall cooperate in promoting the health and safety of Employees at the University and in effecting compliance with the Nova Scotia Occupational Health and Safety Act (the Act).
- 17.91 The University Joint Occupational Health and Safety Committee (JOHSC) shall oversee health and safety in the campus community and monitor compliance with the Act.
- 17.92 The Employer agrees:
- (a) to act promptly on recommendations of the JOHSC;
  - (b) that the Association shall have the right to appoint at least one (1) person to any representative committee whose terms of reference specifically include the health, safety, security, and accessibility of Employees as they carry out their responsibilities;
  - (c) that quarterly inspections of the workplace shall be carried out by the JOHSC.
- 17.93 The Employer shall provide insofar as the Act specifies:
- (a) facilities, supplies, procedures, and services necessary to ensure the health, safety, security, and accessibility of Employees as they carry out their employment responsibilities on the Employer's premises;

- (b) information requested by the JOHSC to carry out its duties, including, but not limited to: all reports required by health and safety legislation; a list including place, date, and time of enquiries or complaints about health, safety, security, and accessibility issues made by Employees; and reports on inspections and responses to Employee enquiries and complaints;
- (c) protective equipment whenever such equipment is either required by the Act or the regulations pertaining to the Act or identified by the JOHSC for the safe performance of the Employee's responsibilities of employment;
- (d) training required by the provincial health and safety legislation and any other training as identified by the JOHSC.

17.94 Refusal to Work

In accordance with the Nova Scotia Occupational Health and Safety Act, Employees have the right to refuse to work in an unsafe work environment.

17.95 Accessibility

- (a) The Employer agrees to provide access to buildings for persons with disabilities as per the Building Access Act.
- (b) The Employer shall provide Employees who qualify for and possess an Accessible Parking Identification Permit or Plate issued by the Province of Nova Scotia with designated parking immediately adjacent to the building housing their office. It is recognized that this may necessitate the relocation of the Employee's office. Upon the Employee's request, the Employer shall instead provide a designated parking space in an agreed upon location.

**Article 18.00 Grievance**

18.10 The Parties shall use every effort to encourage informal, amicable and prompt settlement of potential grievance 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 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.

18.12 All pending or unsatisfied grievances brought to the attention of either Party prior to the execution of this Agreement shall be subject to the grievance and arbitration procedures of this Agreement.

18.20 Definition of "Grievance"

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

- 18.30 Who May Grieve
- (a) The Association may grieve on behalf of any one Employee or a group of Employees or the bargaining unit as a whole.
  - (b) The Board may grieve.
- 18.50 Grievance Procedures
- 18.51 It is expected that the Parties shall attempt resolution of potential grievances through informal discussion between the Association and persons at the appropriate administrative levels. Employees shall be represented by designated member(s) of the Association Grievance Committee during such discussions. The Employer shall be represented by the appropriate administrator or by an administrator designated by the Provost or the President.
- If informal resolution attempts are unsatisfactory to the Parties, they may initiate formal grievance procedures.
- 18.52 Within thirty (30) working days of first learning of the event giving rise to the complaint, the Party wishing to initiate formal grievance procedures shall write to the Provost notifying them of that intention, outlining the problem, and indicating attempts at an informal resolution. A Grievance filed by the Association shall be submitted using Appendix I in the Collective Agreement.
- 18.53 The Provost shall, within five (5) working days of receiving the grievance, arrange a meeting with the Association President or designate and the Senior Grievance Officer. If the Association is grieving on behalf of any one (1) Employee, where both Parties agree, the Employee may be present. This meeting shall take place within ten (10) working days of the time the Provost received the grievance, unless the Parties agree to extend this time limit.
- Where the Board is grieving, the Provost shall, within five (5) working days of receiving the grievance, arrange a meeting with the Association and the appropriate levels of administration.
- 18.54 At the above meeting, the Provost or their representative shall indicate any steps that ~~he/she~~ they feels might resolve the grievance, and shall take an active part in initiating those steps. They shall give their response to the grievance in writing within ten (10) working days of this meeting.
- 18.55 If a grievance involves the conduct of the Provost, the President shall carry out the functions of the Provost specified in this Article.
- 18.56 If the grievance has not been resolved upon receipt of the letter described in Article 18.54 either Party may file for arbitration.
- 18.80 Rights and Responsibilities of Grievors
- 18.81 The Association shall be present at all steps of the grievance and arbitration procedure and shall represent Employees throughout those processes. The Board shall be present at all steps of the grievance and arbitration procedure.
- 18.83 Failure of the Provost to act within specified time limits allows the Association to proceed to arbitration.



18.83.1 Failure of the Parties to settle a grievance through the Grievance procedures allows either Party to file for arbitration.

18.84 A failed grievance may not be re-introduced.

18.86 Time Limits

The time limits fixed in the grievance procedures may be extended by mutual agreement between the Parties.

## **Article 18.00 Appendix I**

### GRIEVANCE FORM

Employee's Name \_\_\_\_\_ Phone \_\_\_\_\_  
Academic Unit \_\_\_\_\_  
Employee Address \_\_\_\_\_  
*Street/PO Box* \_\_\_\_\_  
*Town* \_\_\_\_\_ *Province* \_\_\_\_\_ *Postal Code* \_\_\_\_\_

1. Nature of the Dispute:

2. Section(s) of the Agreement violated:

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

4. Remedy sought

5. Results of informal stage of settlement:

6. Signature of Employee

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

7. Signature of AUFA Representative

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## **Article 19.00 Arbitration**

19.10 No matter shall go to arbitration unless it has first been raised as a grievance, except in cases covered by Article 18.83 or 14.01(c), or cases of suspension or dismissal as indicated in Article 14.06.

19.20 If either the Association or the Board decides that a case should proceed to arbitration, it must serve notice within 10 working days of receipt of the letter described in Article 18.54.

19.30 Single Arbitrator

The Parties shall normally agree to use a single Arbitrator.

- 19.31 In cases requiring academic judgment, the Arbitrator shall have experience arbitrating academic issues in a university context.
- 19.32 Within ten (10) working days of receipt of notice provided for in Article 19.20, the Parties shall meet and appoint by mutual agreement an Arbitrator.
- If the Arbitrator selected is not available to convene the hearing within two (2) months of the date on which he or she is notified of their appointment, within five (5) working days a second shall be selected by mutual agreement. If the latter is not available to convene the hearing within two (2) months then either of the Parties may ask the Minister of Labour for Nova Scotia to appoint an Arbitrator, informing the Minister of the provisions of Article 19.31.
- 19.34 Should the Arbitrator resign for any reason, the Parties shall appoint a replacement according to 19.32.
- 19.35 The Arbitrator shall not have the right to alter any matter covered by this Agreement.
- 19.36 Decision of the Arbitrator
- The decision of the Arbitrator shall be final and binding on all Parties. The decision shall be put into effect without delay.
- 19.37 Expenses of the Arbitrator
- Each of the Parties shall jointly share the fees and expenses of the Arbitrator and other expenses of the hearing. Costs of counsel shall be borne by the Party retaining same.
- 19.40 Arbitration Board
- In some cases, instead of a single Arbitrator, the Parties may agree to use an Arbitration Board.
- 19.41 In cases requiring academic judgment, the Chair of the Arbitration Board shall have experience arbitrating academic issues in a university context.
- 19.42 The Arbitration Board shall be composed of three (3) persons: one (1) appointed by the Association, one (1) appointed by the Board, and an Arbitrator, appointed by mutual agreement, who shall act as Chair.
- 19.44 A quorum of the Arbitration Board shall be all three (3) members.
- 19.45 Should a member of the Arbitration Board resign for any reason, a replacement shall be designated by the Party or Parties who originally appointed that member.
19. 46 Decision of the Arbitration Board
- The decision of the majority shall be the decision of the Arbitration Board. When there is no majority decision, the decision of the chair shall be the decision of the Arbitration Board.
- 19.47 The Arbitration Board shall not have the right to alter any matter covered by this Agreement.

19.48 Expenses of the Arbitration Board

Each Party shall pay the cost of its appointee. Each of the Parties shall jointly share the fees and expenses of the chair and other expenses of the hearing. Costs of counsel shall be borne by the Party retaining same.

19.50 Technical and Formal Irregularities

Technical and formal irregularities in processing a grievance shall not prevent the rendering of a valid decision by the single Arbitrator or by the Arbitration Board on the substance of the dispute.

19.60 Time Limits

The time limits fixed in the grievance and arbitration procedures may be extended by mutual agreement between the Parties.

**Article 20.00 Tenure-Stream Position Complement**

20.01 Except with the consent of both Parties, there shall be no layoff of Employees for redundancy, or for any financial reason, during the lifetime of this Agreement. Termination of employment during the period of appointment shall only be by resignation or for just cause (as set forth in Article 14).

20.02 The Tenure-Stream Position Complement is defined in Article 1.08.01.

There shall be a minimum Tenure-Stream Position Complement of 182. This Complement number shall be the count on 1 July.

20.03 The Board may leave unfilled vacancies caused by natural attrition, or by the expiry of contractually limited term appointments; or, it may transfer such positions to other academic units.

Such decisions which have not been made by Senate and which result in a net permanent reduction of the authorized complement of a unit, or which result in a change in the type of position within a unit (e.g., tenure to CLT), may be appealed by the unit through the Head to the Teaching Complement Committee. Such appeal must be made within fourteen days of the decision being communicated to the Head of the unit by the Dean.

20.04 The Teaching Complement Committee shall consist of three members of faculty appointed by the Association (one from each Faculty), three members of the administration who also hold academic appointments chosen by the Board, and the Vice-President (Academic) of the S.R.C. A chair shall be jointly chosen from the preceding by the Association and the Board, and shall have a vote.

20.05 The Teaching Complement Committee shall meet and reach a decision on the appeal within fourteen days of receipt of the appeal. In reaching its decision the Committee shall invite a representative of the Academic Unit and a representative of the Board to appear before it. The Committee shall consider all evidence presented which shall include consideration as to whether the unit shall remain academically viable in the face of the proposed reduction, academic viability involves maintenance of coherent programs which meet national standards as defined within the academic discipline.

- 20.06 In the event that the Teaching Complement Committee agrees with the appeal it shall forward its recommendation to Senate via a member of Senate, for a decision on the matter by Senate. If Senate agrees with the appeal it shall send the matter forward to the Board for reconsideration giving reasons for supporting the appeal. In the event that the Teaching Complement Committee rejects the appeal, the issue shall end at that point as far as this Collective Agreement is concerned.
- 20.07 Professors appointed during the period of the Collective Agreement to staff newly approved and externally-funded programs are excluded from this Article.

#### **Article 21.00 Remuneration of Employees**

- 21.01 A salary grid incorporating the principles agreed appears as Appendix C for all full-time Employees and Appendix I for part-time Employees for each of the years of this Agreement, with effective dates as noted.
- On 1 July of each year this Collective Agreement is in effect all Employees covered by Appendix C shall move up one (1) full grid step until the ceiling of the scale is reached.
- 21.02 Contractually Limited Term Appointments
- During the term of this Agreement it is understood that all Employees on Contractually Limited Term Appointments (Article 10.08 and Article 50.08) where the number of months worked in any academic year is less than twelve (12), shall receive salaries that are a fraction (where the numerator is the number of months worked and the denominator is twelve) of the appropriate grid salary in Appendix C.
- 21.03 Retroactive Salary
- Retroactive salary increases for Employees shall be distributed no later than the end of the month which follows the signing of the Agreement.
- 21.04 Per Course Payment
- Effective 1 July 2021, the per course payments shall be 1/10 of step 1 of the Lecturer scale, in accordance with Appendix H and I. Placement on the part-time grid shall be determined by precedence.
- Effective 1 July 2022, the per course payments shall be 1/10 of step 1 of the Lecturer scale plus 4%, in accordance with Appendix H and I. Placement on the part-time grid shall be determined by precedence.
- Per course payments are inclusive of vacation pay.
- A course that is normally supplemented by a laboratory period shall be remunerated in accordance with Article 17.32, up to a maximum of 1.5 times the above fee.
- 21.05 Online Courses
- An Employee offering online courses during the period of this Agreement shall be remunerated according to the rate in Appendix H or I for each full credit course registrant.

- 21.07 Employees service as Heads shall, during the period they serve as Heads, receive a stipend in addition to their base salary, computer by a formula consisting of a base rate plus an amount times the number of filled Tenure Stream, CLT and Instructor positions in Academic Units and full-time Academic Librarian and Archivist positions in the Library.

Effective Date	Base Rate	Per Full-Time Position in Unit
1 July 2021	\$2000	\$225
1 July 2022	\$2500	\$225
1 July 2023	\$3000	\$225
1 July 2024	\$3000	\$225

- 21.08 Assistant Deans

Assistant Deans shall receive an annual stipend of:

Effective Date	Amount
1 July 2021	\$2000
1 July 2022	\$2500
1 July 2023	\$3000
1 July 2024	\$3000

- 21.09 For Canada Research Chairs, the Board shall supplement the base salary associated with an Employee's rank and step with a stipend on an annual basis ranging from \$5,000 to \$15,000 for Tier 2 Chairs or from \$10,000 to \$30,000 for Tier 1 Chairs, pro-rated for partial years or months of service in the position. The stipend is in effect only for the period during which an Employee holds The Chair as funded by the Canada Research Chairs program.

- 21.11 Remuneration for Thesis Supervision, Directed Reading, and Independent Study Courses

Faculty members shall be entitled to compensation for supervision of students enrolled at Acadia University as follows:

- (a) Primary supervision of Master's or Ph.D. theses: \$300 honorarium for every completed thesis;
- (b) Primary supervision of undergraduate Honours theses: \$150 honorarium for every completed thesis;
- (c) Primary instruction of a 3-credit-hour Independent Study or Reading Course: \$150 honorarium for every completed course.

Compensation shall be paid in December and June.

## **Article 22.00 Anonymous Material**

- 22.10 Anonymous material shall not be used in the implementation of any Article of this Agreement and shall be destroyed by the Parties with the exception of student surveys as provided for in Article 15.55.

## **Article 23.00 Pensions**

- 23.10 Pension Plan

Eligible Employees shall be covered by the provisions of the Public Service Superannuation Act (PSSA) and Public Service Superannuation Plan (PSSP) Regulations, as amended from time to

time, the University Pension Plan Transfer Act (SN2015 c12), and the Pension Plan Employee Group Agreement.

- 23.20 The Employer Agrees to keep Employees and the Association advised of any changes or notifications it receives from the Public Service Superannuation Plan officials regarding issues of general application.

#### **Article 24.00 Leaves, Absences, Vacations and Exchanges**

##### **24.10 Sabbatical Leave**

Sabbatical leave is the earned right of any Professor, Librarian, Archivist, or Curator who is granted leave by the Sabbatical Leave Committee.

Sabbatical leave is intended to provide an opportunity for Professors, Librarians, Archivists, and the Curator to pursue scholarly interests which are related to their academic and professional responsibilities and which would be of sufficient scholarly or pedagogical contribution to justify its being granted.

Those Employees who are eligible to apply are:

- (a) full-time Professors with permanent tenure who are in their third or subsequent year of service;
- (b) non-tenured Professors who are in their sixth or subsequent year of consecutive service and who have not been denied tenure;
- (c) Librarians, Archivists, and the Curator with a continuing appointment who are in their sixth or subsequent year of consecutive service.

- 24.11 Periods of leave may be for a full or half academic year, the period being 1 July to 30 June for a full sabbatical, and 1 January to 30 June or 1 July to 31 December for half sabbaticals. Professors, Librarians, or Archivists who are eligible for a six- (6) month leave on 1 July of an academic year, but opt to take their leave from 1 January to 30 June of that year shall be given six (6) months of credit toward a subsequent leave.

Employees shall earn one half-year of credit towards sabbatical for every half-year of service, to a maximum of eight (8) years of credit.

A one-year sabbatical shall use six (6) years of credit while a half-year sabbatical shall use three (3) years of credit. Employees shall automatically carry forward any unused credit.

Letters of offer of sabbatical shall clearly state the amount of sabbatical credit carried forward.

The Dean shall maintain a record of the sabbatical credit balance for all Employees in their Faculty or the Research Services Sector, and annually provide a copy of sabbatical credit balance to the Heads. By 1 July of each year, Heads shall review each Employee's sabbatical credit balance with the Employee and the Dean shall review the Curator's sabbatical credit balance with the Curator.

Employees shall receive 100% of the regular salary for the first twelve (12) months of sabbatical leave except for those first appointed at the Associate Professor or Full Professor Rank. All other sabbaticals shall be at 80% of regular salary.

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

Professors, Librarians, Archivists, and the Curator with six (6) or more years eligibility, whose applications have been approved, and who have been asked by their Sector to delay for one (1) year, shall be granted leave the next year and shall receive one (1) year of credit toward a subsequent Sabbatical Leave.

In all cases, full group insurance benefits shall be provided.

Salaries for Professors, Librarians, Archivists, and the Curator on Sabbatical Leave who have accumulated years of eligibility in both full-time and half-time status shall be calculated on a pro rata basis. For example, a Librarian with six (6) years of eligibility who has been full-time for four (4) years and half-time for two (2) years would be paid at:

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

24.12 There shall be a Sabbatical Leave Committee which shall:

- (a) review and make decisions on all applications for Sabbatical Leave based on the information provided under Article 24.13; a decision to defer the leave shall be made only after consultation with the applicant's Academic Unit;
- (b) maintain records of Sabbatical Leave applications and reports.

24.13 Procedures for Applying for Sabbatical Leave

- (a) Employees who are eligible for Sabbatical Leave may make an application on the appropriate form (as contained in Appendix I) in writing to the Head (or, for the Curator, the Dean of Arts) and send a letter stating the dates of an intended Sabbatical Leave to the Dean and Provost by 1 September of the academic year immediately preceding the academic year in which the Leave is to be undertaken. An up-to-date Curriculum Vitae shall form part of the application. Should the Employee wish to convert a portion of salary to research grant income as per Article 24.25, the Employee shall submit a research budget, conforming with Tri-Council Policy on eligible expenses, for the purpose of converting up to the maximum amount allowable under CRA regulations. The Employee shall submit a Sabbatical Leave project which demonstrates to the satisfaction of the Academic Unit (or for the Curator, the Dean of Arts) and the Committee that the Leave shall be of sufficient scholarly, or pedagogical contribution to justify its being granted.
- (b) If the Academic Unit envisions that granting leave to an individual shall severely limit the program of study of a number of students, or the delivery of library or archives services, the Academic Unit may ask that the applicant's leave be deferred only if the Employee has less than eight (8) years of sabbatical leave credit. Such a recommendation for deferment should be made to the Sabbatical Leave Committee by 21 October of the year in which the application is made with copies to the applicant and the appropriate Dean. To minimize such deferrals, the Academic Unit should undertake long-range planning for Sabbatical Leaves.
- (c) In all cases, the Academic Unit shall forward, using the form in Appendix I, the complete application together with its recommendation and an up-to-date sabbatical credit report for the entire Academic Unit to the Dean by 21 October. Where the Sabbatical Leave project is directed primarily toward enhancement of teaching, the Academic Unit shall

indicate how the project fits into its overall instructional program. For Employees, the plan shall indicate how it will impact on the factors outlined in Article 17.01-17.05. Where the leave project is directed toward enhancement of a Librarian's or an Archivist's professional skills or ability to deliver service, the Academic Unit shall indicate how the project fits into the overall plan for the Library or Archives. Where the leave project is directed towards enhancement of the Curator's professional skills or ability to deliver service, the Dean of Arts shall indicate how the project fits into the overall plan for the Gallery.

- (d) The Dean, with consideration of the Academic Unit's overall sabbatical plan and for its proposed replacement plan, shall submit a recommendation using the form in Appendix I to the Sabbatical Leave Committee by 30 October. The Dean's report shall clearly indicate the impact of the leave on the Academic Unit's ability to carry out its academic, library, or archives programs and provide service to students.

24.14 The Sabbatical Leave Committee shall be composed of:

- (a) the Provost;
- (b) the Associate Vice-President Research and Dean of Graduate Studies;
- (c) four (4) members elected by Professors, Librarians, Archivists, and the Curator. The elected Committee members shall serve for three (3) years. No elected member shall be eligible for re-election to the Committee for a subsequent term until one (1) year without service has elapsed. Elections shall take place annually on or before 1 March;

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 Academic Unit concerned, such member shall withdraw from the Committee during deliberation on such applications. Should a member of the Committee decide to apply for leave, that person shall be required to resign from the Committee before submitting an application for leave. An elected member shall be replaced by a member named by the Committee.

24.16 The difference between an Employee's salary and their sabbatical salary shall be used to fund replacements for Employees on sabbatical leave.

24.17 Because of a particular situation in an Academic Unit, a leave for which an Employee is eligible may have to be postponed (see Article 24.11).

24.18 The Sabbatical Leave Committee shall, through its Chair, make its decision concerning leaves known to the President in writing, with copies to the applicants and the appropriate Head, and the appropriate Dean. The Committee shall render a decision based on its evaluation of the items identified in 24.13 with respect to the appropriate academic responsibilities of Professors, Librarians, Archivists, and the Curator (as specified in Article 17). Should the applicant include a budget pursuant to Article 24.25, the Committee shall render a distinct decision on the application for conversion of salary, and that decision shall be based solely on the budget's conformity with Tri-Council Policy on eligible expenses.

24.20 Employees shall be notified by 1 December whether or not leave is to be granted and Employees shall confirm acceptance of an offered leave by 31 December. The Academic Unit shall be notified on the same date. Once an Employee's plan for Sabbatical Leave has been accepted, they are expected to carry it out. Employees may only be granted an exemption if the Head, Dean and Provost are all in agreement.



24.21 Leaves of absence without pay as per 24.70 shall not be counted as time gained in eligibility for Sabbatical Leave.

24.22 In determining eligibility for Sabbatical Leave, the possibility of taking into account years of service at another university must be stated in the letter of appointment.

24.23 On return to the University, the recipient of Sabbatical Leave shall submit a written report to the Provost with copies to the Dean and Head, as well as the Chair of the Sabbatical Leave committee. Such a report shall be submitted within ten (10) weeks of the completion of the leave (i.e., September 8 for leaves ending June 30, and March 12 for leaves ending December 31). These reports on Sabbatical Leaves shall be reviewed and commented on by the Sabbatical Leave Committee. If requested by the Sabbatical Leave Committee or the Dean, the Employee shall present a public lecture on the scholarly developments made during the leave. The Dean shall establish a schedule of such lectures during the academic year immediately following the end of the leave.

The Professor's, Librarian's, Archivist's, and the Curator's total employment income shall not exceed 120% of the salary they would have received had they remained at the University. Any excess above that amount shall be remitted to the Employer within sixty (60) working days of the end of the leave period.

Returning Professors, Librarians, Archivists, and the Curator are required to submit a financial statement to the Provost within forty (40) working days of the end of the leave period.

24.24 The Employee shall have to make a formal request prior to 1 April preceding the approved period of Leave for any major changes in the Employee's plan for Leave. The request shall be addressed to the Dean who shall consult with the Academic Unit.

24.25 Conversion of Portion of Salary to Research Grant Income

In accordance with the regulations of the Canadian Revenue Agency, the Employer shall assist a recipient of Sabbatical Leave in converting up to the maximum amount allowable under CRA regulations of their annual salary to grant income. The Parties agree that the conversion of salary income to grant income adhere to the following guidelines:

- (a) Grant income shall not be treated as employment income, but rather as T4A (other) income.
- (b) The Employee shall be responsible for claiming allowable research expenses against the grant income.
- (c) Grant income shall be included with salary income in the calculation of pension contributions, Group Life Insurance and Long Term Disability Coverage.
- (d) The calculation of CPP and EI contributions shall only be based on salary income.
- (e) An Employee wishing to convert up to the maximum amount allowable under CRA regulations of their annual salary to grant income shall notify the Director of Human Resources, no later than 1 June prior to sabbaticals that begin on 1 July and by 1 December prior to sabbaticals that begin on 1 January.

- 24.26 Employees who have been granted a leave in accordance with Article 24.40, 24.60 or 24.61 during a sabbatical leave are entitled to defer their sabbatical leaves for the period covered by the second leave. Terms for the resumption of the sabbatical leave shall be determined by the Employee and the Provost in consultation with the relevant Academic Unit, and the Association.
- 24.30 Political Leave of Absence
- The Board recognizes that Employees ought to be as free as are members of any profession to participate in public life. It shall, therefore, upon written request, grant leaves of absence to Employees who are candidates in a federal or provincial election, but subject to the following conditions.
- 24.31 Employees shall be entitled to leave of absence with full salary and Group Insurance Benefits during the election campaign as follows:
- (a) for election to the parliament of Canada: one (1) month's leave;
  - (b) for election to the Legislature of Nova Scotia: one (1) month's leave.
- 24.33 Employees who are elected shall be entitled to leave of absence as follows:
- (a) to the Parliament of Canada: full-time leave of absence without pay during one (1) term of office;
  - (b) to the Nova Scotia Legislature: full-time leave of absence during one (1) term of office without pay.
- 24.34 Jury Duty
- 24.35 Employees summoned to be court witnesses or for Jury duty shall notify their Dean as soon as possible.
- 24.36 Employees summoned to be witnesses or for Jury duty shall be entitled to full salary and allowances.
- 24.40 Family Leave
- Family leave is a combination of pregnancy and parental leave. The maximum combined pregnancy and parental leave to which an Employee is entitled is fifty-two (52) weeks. Eligible full-time Employees shall be granted such leave in accordance with the following provisions.
- 24.41 A. Pregnancy Leave
- Pregnancy leave is available for a maximum of seventeen (17) weeks to Employees who have given birth. The pregnancy leave may begin eight (8) weeks prior to the expected date of delivery, or at the week the Employee gives birth, and end not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the leave began.
- If the newborn child is hospitalized, then the seventeen (17) week limit can be extended for every week the child is hospitalized up to fifty-two (52) weeks following the week of the child's birth. In cases where complications arise from the pregnancy and prior to the date of delivery, the Employee shall be entitled to sick leave as provided under Article 24.60.

An Employee requesting pregnancy leave:

- (a) shall notify their Head at least ten (10) weeks in advance of the expected due date that they are pregnant and specifying the anticipated date of delivery.
- (b) shall notify ~~her~~ their Head at least four (4) weeks in advance of the date they shall begin ~~her~~ their pregnancy leave and the date they shall return to work unless the Employee is taking the maximum to which they are entitled. These dates can be amended with four (4) weeks' notice to the Head.

B. Parental Leave

Employees are eligible for parental leave for up to fifty-two (52) weeks, less any time taken for pregnancy leave. Parental leave begins upon the expiry of the pregnancy leave without the Employee returning to work, or anytime following the birth or arrival of the child(ren) into the Employee's home and ends not later than fifty-two (52) weeks after the child(ren) first arrives in the Employee's home. The Employee shall give four (4) weeks' notice to the Head of the date the leave shall begin and four (4) weeks' notice of the date of the return to work unless the Employee chooses to take the maximum leave to which the Employee is entitled.

24.42 Eligibility for parental leave is as follows:

- (a) Employees completing pregnancy leave may request a parental leave to be contiguous with pregnancy leave in 24.41. Employees may request parental leave as per 24.41(B).
- (b) Employees who have principal responsibility for the care of an infant who is less than twelve (12) months of age and who is either the natural or adoptive child, or in the full legal custody of the Employee.
- (c) Employees who adopt a child less than school age.

24.43 Appropriate Documentation

Appropriate documentation which certifies satisfaction of the requirements of 24.42 (b) and 24.42 (c) shall accompany an Employee's request for parental leave.

24.44 Deferral Option

An Employee is entitled to only one interruption and deferral of parental leave in cases where parental leave has begun, and the child is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to resume work and defer the unused portion of the parental leave until the child is discharged from hospital. An Employee who intends to use the deferral option must give the employer as much notice as possible of the dates of resumption of work and resumption of leave and provide the employer whatever proof is reasonable to support the Employee entitlement to the option.

24.45 Supplementary Family Leave Benefit

The supplemental benefit payable by the Employer for an approved Family Leave is an amount which combined with the employment insurance benefit shall be equal to 100% of the Employee's salary at the commencement of the leave. The eligible Employee is entitled to a family leave benefit, payable for a maximum period of twenty-five (25) weeks.

24.46 The Academic Unit of Human Resources and the Employee shall mutually cooperate as necessary with respect to the benefits, pension and administrative mechanisms of the leave. Both the Board and the Employee shall maintain their respective contributions to the Group Insurance program during the family leave.

24.47 Pensionable service for an authorized period of absence from duty for which an employee receives partial pay or no pay shall be determined by the provisions of the PSSP.

24.60 Sick Leave

In this Article, when the Employee is the Curator, substitute “Dean of Arts” for “Head”.

(a) When, either:

(i) an Employee is, for medical reasons, suddenly unable to fulfill their responsibilities as outlined in Article 17 because of illness, the Employee shall inform the Head of the length of their anticipated absence. If the absence is for a period of less than two (2) weeks, the procedures of Article 10.45 or 50.45 apply. If the anticipated absence is for longer than two (2) weeks, the Employee may request, through the Head, long-term sick leave.

or

(ii) the Head, in consultation with the Dean, believes that illness is the basis whereby Employees are unable to carry out their responsibilities, the Board may place the Employee on long-term sick leave.

In either case, the Employee shall cooperate with the Head and the Director of Human Resources in the determining the extent of the illness.

(b) When the Head receives or makes a request for long-term sick leave in accordance with Article 24.60 (a), the Head shall inform the Provost, ~~and~~ the Director of Human Resources, and the President of the Association. The Provost in consultation with the Head and the Dean shall authorize replacement positions in accordance with the procedures of Article 10.45 or 50.45.

(c) The Employee shall provide a medical report from their physician identifying the grounds for long-term sick leave. The Director of Human Resources, in consultation with the Head, shall determine whether a second medical opinion from a medical consultant is required. Upon certification from the Employee’s physician (in consultation with the medical consultant in cases where a second medical opinion is required), full salary shall be paid to Employees during the first six (6) months of such illness. The Director of Human Resources shall write a letter to an Employee who has been granted long-term sick leave with copies to the Head and Provost, confirming the details of the leave.

(d) Any further provisions for salary continuance after six months of illness are provided by the Group Insurance Program as applicable. Preceding a return to regular employment, the Employee’s physician (in consultation with the medical consultant, in cases where a second medical opinion is required), shall certify to the Provost that the Employee is again able to carry out their responsibilities and any conditions or accommodations required.

- (e) When the medical consultant has received medical advice that an Employee is unlikely ever to recover health sufficiently to return to work, the President may with the agreement of the President of the Association terminate the Employee's appointment.

24.61 Compassionate Leave

Employees requesting compassionate leave shall notify either the Head, the Dean, or the VP (Academic), stating the reasons they are requesting the leave, and the length of time of the anticipated leave. For the first eight (8) weeks of the leave, the Employer shall pay the difference between the amount received from Employment Insurance Compassionate Care Benefits and 100% of the Employee's regular salary. If the length of the leave extends beyond eight (8) weeks, the Employee's salary shall be determined by the Employee, or the Association acting on behalf of the Employee, and the Provost. Employees on compassionate leave shall retain full benefits for the duration of their leave.

- 24.62 The Vice-President shall ensure that funds are made available to cover the costs of making substitute arrangements in consultation with the Dean for the loss of service due to pregnancy, family, adoption, sick and compassionate leave.

24.70 Leaves of Absence

Leaves of absence without pay may be granted to Employees. The Board, if requested, shall replace such Employees in a manner deemed appropriate by the Dean. Such leaves include the privilege of continued participation up to a total of two (2) consecutive years in the Group Insurance Plan, in accordance with the provisions of the Group Insurance Plan, provided that the Employee on leave pays both the Employee's and the Employer's obligations in this regard. Leaves of absence may be granted for a variety of reasons such as further studies, special service for the Government and Canadian International Development Agency. Only in exceptional circumstances can leave of absence be extended beyond two (2) years, and in no case can a leave be extended beyond three (3) years.

Employees shall notify Human Resources prior to the commencement of the leave, of their intention regarding Group Insurance coverage. Except in the case of Family Leave, an Employee returning to work shall do so at the current pay rate for the grid step they were on at the commencement of the unpaid leave.

- 24.71 The Employee shall normally submit their application to the Dean, with a copy to the Head, by 1 September of the year preceding that for which leave is being sought. The Dean, after consultation with the Head and Academic Unit, shall recommend to the Provost with written reasons whether or not the leave should be granted. Provost may ask the Dean to reconsider their recommendation and give reasons for such request. The Provost shall then make a recommendation to the President. Following this reconsideration, the Employee shall be notified of the President's decision by 1 December and shall accept or reject any offer by 31 December.

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

- 24.73 Employees on any leave under this Article shall have voting rights within the Academic Unit or faculty on any matter during the period of the leave. The Head or Dean shall notify the Employee of any upcoming votes within the Academic Unit by sending an email to the Employee's University email account. Where possible, the Employee shall be given no less than three (3) working days to exercise their voting rights, and shall be allowed to vote by e-mail.

24.80 Vacations, Absences, Holidays

24.81 The full-time employment year shall normally be from 1 July to the following 30 June.

- (a) Every full-time Employee is entitled to vacation annually for one month's duration during that part of the year when the University is not in regular Fall/Winter session.
- (b) Contractually Limited Term Professor appointments of less than twelve (12) months shall be entitled vacation pay of 8.33% of their sessional appointment earnings. This amount is paid to the Employee monthly over the course of the appointment.
- (c) Instructor appointments of less than twelve (12) months shall be entitled to vacation pay of 8.33% of their sessional appointment earnings. This amount is paid to the Employee monthly over the course of the appointment.
- (d) Librarian, Archivist, and Curator appointments of less than twelve (12) months shall be entitled to vacation pay of 8.33% of their sessional appointment earnings. This amount is paid to the Employee monthly over the course of the appointment.

Employees shall cooperate with other members of their Academic Unit in making the arrangements necessary so that the business of the University can be carried on during their vacations.

24.82 In addition to annual vacation, Employees are entitled to the following holidays: Canada Day; Civic Holiday (if declared); Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; New Year's Day; Nova Scotia Heritage Day; Good Friday; Victoria Day and any other day proclaimed as a holiday by the University or as a statutory holiday by federal or provincial authorities.

24.83 Employees are required to spend the remainder of their time fulfilling their responsibilities under Article 17.01-17.07.

24.84 Employees shall inform their Head of their whereabouts during recesses of the University and shall cooperate in making arrangements for the handling of any Academic Unit or University business that may arise between terms.

24.85 When, because of their absence from the University or for any other reason, Employees foresee that their regular work schedule may be interrupted, they must notify their Head to ensure that the work of the University is effectively carried on.

24.86 In all cases not covered by the provisions of Articles 24.80 to 24.85, arrangements shall require the approval of the Dean.

24.90 Exchanges

The Parties agree that academic/professional exchanges between Employees are particularly valuable. The Parties further agree that such exchanges shall be implemented within the following guidelines:

- (a) before an exchange may be implemented, the recommendation of the Head and the Dean of the Faculty or Libraries & Archives shall be necessary; the exchange shall be approved by the Provost;

- (b) Employees wishing to become part of such an exchange must make application to the Academic Unit by the deadline provided in the Collective Agreement for the submission of applications for Sabbatical Leave;
- (c) each Exchange Employee shall retain their home university salary, pension rights and other benefits;
- (d) all costs of medical insurance and/or treatment relating to an Exchange Employee and their dependents shall be that person's responsibility;
- (e) Acadia University shall provide to the Exchange Employee who comes to this University all normal Employee facilities and shall extend all normal Employee privileges;
- (f) the exchange shall not interfere with an Acadia Employee's seniority towards tenure (Professor), promotion, or Sabbatical Leave;
- (g) an Acadia Employee who participates in an exchange shall be regarded as being on leave from Acadia University;
- (h) such exchange shall not normally be considered for more than one (1) year.

24.95

#### Secondment of Employees

The Parties agree that the secondment of Employees to positions in government and/or business or to other duties in the University is valuable. The Parties further agree that such secondments shall be implemented as set out in the following manner:

- (a) prior to the implementation of a secondment, the recommendation of the Head and the Dean of the Faculty or Libraries & Archives shall be necessary; the secondment agreement shall be approved by the Provost;
- (b) the Employee wishing to become seconded must make application to their Academic Unit by the deadline provided in this Agreement for the submission of applications for Sabbatical Leave;
- (c) the seconded Employee shall retain their University salary, pension rights and all other benefits. If the individual is seconded to an organization external to the University, the Employer shall be fully compensated by the government or organization to whom the individual has become seconded;
- (d) the duration of the secondment shall be negotiated at the time of its commencement and may be renewed with the agreement of the Board;
- (e) the responsibility of the Association for one of its members who is engaged in a secondment shall be limited to that individual's relationship to Acadia University;
- (f) where deemed appropriate and desirable by the University, the seconded Employee may attempt to work out an exchange secondment with an individual from the government or organization to which the Employee is to be seconded; any seconded individual coming to Acadia University shall be bound by the same regulations as outlined in Article 24.90;
- (g) secondment to a position other than an academic position within Acadia shall be considered to be the same as a leave of absence for any Acadia Professor, Librarian,

Archivist, or Curator in so far as seniority towards tenure, promotion and Sabbatical Leave are concerned;

- (h) such secondments shall not normally be considered for more than one (1) year.

24.98 Doctoral Study Leave

- (a) Eligibility for doctoral study leave shall be restricted to those on continuing or probationary appointments or to those who have completed at least twenty-seven (27) months of full-time employment at Acadia in a three (3) consecutive year period and who are in the first or second year of a further three (3) year CLT appointment which is contiguous with the above appointment.
- (b) Remuneration for doctoral study leave shall parallel that for Sabbatical Leave at the appropriate level of salary, with the balance reverting to the library or Faculty concerned.
- (c) The Sabbatical Leave Committee shall be reconstituted as the “Study Leave Committee” to assess the merit of study leave proposals and shall review and make recommendations on applications for doctoral study leave. The composition of the committee for the review of applications for study leave and other conditions of the leave shall be as prescribed for Sabbatical Leave under Articles 24.13 through 24.24.
- (d) Procedures for applying for doctoral study leave are as follows:
  - (i) Employees who are eligible for doctoral study leave shall make application in writing by 1 September of the year preceding the year in which the leave is to be taken. The application must include an up-to-date curriculum vitae and a study plan which demonstrates to the satisfaction of the Study Leave Committee that the leave shall allow the applicant substantially to complete their doctoral research and dissertation.
  - (ii) The applicant must have the majority approval of their Academic Unit in order to apply for doctoral study leave.
- (e) As a condition of being awarded a doctoral study leave, the Employee must agree in writing that seniority towards any future sabbatical shall date from the time when eligibility for the first sabbatical would normally have occurred.
- (f) The recipient of a doctoral study leave is expected to serve at Acadia for at least a total of six (6) years continuous employment (not including the doctoral study leave) since the time of first appointment. An Employee who does not return after the doctoral study leave shall reimburse the Employer by the full amount of the salary received during the leave. Those who return but who choose not to serve the balance of the six(6)-year period shall provide reimbursement on a pro-rated basis. This reimbursement shall not be required should the Employee lose their position because of University decisions.

**Article 24.00 Appendix I**

Acadia University  
APPLICATION FOR SABBATICAL LEAVE

Name of Applicant: \_\_\_\_\_  
Present Address: \_\_\_\_\_



Office Telephone: \_\_\_\_\_ Home Telephone: \_\_\_\_\_  
 Academic Unit: \_\_\_\_\_  
 Date of Appointment at Acadia: \_\_\_\_\_  
 Present Academic Rank: \_\_\_\_\_  
 Date of Continuing Appointment: \_\_\_\_\_  
 Date of Tenure: \_\_\_\_\_  
 Date(s) of previous Sabbatical Leave(s): \_\_\_\_\_ - \_\_\_\_\_  
 Projected Sabbatical Credit Balance at time of Proposed Sabbatical Leave: \_\_\_\_\_  
 Please provide the following information:

1. Nature of your most recent Sabbatical Leave, including feedback from the Sabbatical Leave Committee on most recent Sabbatical Leave, if applicable
2. Dates of Sabbatical Leave for which you are asking
3. Location of proposed Sabbatical activity.
4. Statement of the program and nature of your Sabbatical Plan. (Attach in greater detail on separate sheets a full description of the activities you intend to pursue while on Sabbatical, giving specific dates, places, person with whom you shall work, and copies of applications for any grants you are seeking.)
5. Comment upon the relevance and benefit of this plan to you personally, your Academic Unit, and to the University.
6. Should you intend to be involved in teaching through Open Acadia, indicate how this intention fits within your sabbatical plan.
7. Attach curriculum vitae (Article 24.13).
8. Date Application \_\_\_\_\_
9. Sign Application \_\_\_\_\_

From the Academic Unit

1. Academic Unit evaluation of the sabbatical plan's potential for making a scholarly, pedagogical or professional contribution (Article 24.13).
2. If the sabbatical focus is on teaching, how does the project fit into its overall instructional program?
3. If the sabbatical focus is on a Librarian's or Archivist's or Curator's professional skills or ability to deliver service, how does the project fit into the Library's or Archives' or Gallery's plan?
4. If the sabbatical focus is on an Instructor's professional skills or ability to improve expertise in their area of responsibility, how does the project fit into the Academic Unit's plan?
5. Is there a request for deferral (Article 24.13(b))?
6. Signature of Head \_\_\_\_\_

### From the Dean

1. Dean's evaluation of the sabbatical plan's potential for making a scholarly, pedagogical or professional contribution (Article 24.13(d)).
2. Is there a request for deferral?
3. Signature of Dean \_\_\_\_\_

### **Article 25.00 Professional and Personal Development Allowances**

#### 25.10 Professional Development Fund

On the recommendation of the Provost, the Employer shall grant full tuition for courses taken as "professional development" offered by an institution other than Acadia University up to a maximum of \$1,500 in a three-year period (beginning at the date of first request) and continuing on that cycle as stated in this or previous Collective Agreements to a given Employee. The Employer shall grant expenses incurred for courses, workshops, and seminars attended as professional development. The total sum expended by the Employer shall not exceed \$10,000 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

The tuition fees charged to the dependent children or spouse of a full-time Employee in respect of any or all credit courses taken at the University shall be one-half (0.5) of the standard fees.

- 25.21 To qualify for this benefit, a full-time Employee must be employed by the Employer during the academic year or term for which the allowance is being claimed.

#### 25.30 Moving Expenses

Subject to the provisions of Article 13.03, the Employer shall pay to new Employees their actual moving expenses up to the equivalent of:

- 1 month's salary if moving from within Nova Scotia
- 1.25 months' salary if moving from outside Nova Scotia but within the Maritime Provinces
- 1.5 months' salary if moving from outside the Maritime Provinces

- 25.31 In exceptional cases, and at the discretion of the Employer, actual moving expenses may be paid.

- 25.32 Failure to fulfill the conditions as specified in the letter of appointment shall result in the reimbursement of moving expenses on a pro rata basis.

- 25.40 Beginning 1 July 2021, the Employer shall pay to tenure-stream Professors and to Librarians and Archivists with probationary or continuing appointments a minimum of \$3,500 in start-up funds upon their first day of employment.

25.54 Travel and Professional Allowance Fund

For each fiscal year beginning 1 April 2021, the Employer shall provide a sum equal to \$2,500 times the number of full-time Employees.

These funds are to be used in a manner consistent with responsibilities outlined in Article 17.01 – 17.05.

The Travel and Professional Allowance Fund for Full-time Employees shall be divided among Academic Units in proportion to the number of filled full-time Employee positions in each.

For each fiscal year beginning 1 April 2021, each full-time Employee shall be eligible to claim, through the appropriate Academic Unit expenses of up to the amounts stated above and any unspent funds from the previous year. Unspent funds can only be carried forward for up to two (2) fiscal years.

The Board shall provide a sum to the Travel and Professional Allowance Fund for part-time Employees. This fund for part-time Employees shall be divided among Academic Units based on the number of part-time Employee positions within each Academic Unit as calculated at the start of the three academic terms (Fall, Winter, and Intersession). The formula for determining the aggregated funding amount to be distributed to each Academic Unit at the beginning of each term is based on an allocation of \$100 (effective 1 April 2022) for each part-time Employee position within the Academic Unit. The Intersession term calculation shall include the Academic Unit's intersession part-time course count, as well as the Academic Unit's distance courses for the academic year. The allocation to the Academic Units is to occur within the first three (3) weeks of each of the three (3) academic terms.

25.55 University Research Fund

The Employer recognizes the necessity of supporting research at Acadia and has established a fund to support research by faculty members. A sum of \$150,000 shall be provided by the Employer for the support of research in each academic year of the Collective Agreement and to be administered as follows.

The sum of \$150,000 shall be available for each year of the contract for distribution to the faculties and the library. The monies shall be distributed by the allocating committee based on an open competition.

- (a) The funds shall be administered through the Office of Research and Graduate Studies which shall appoint a committee to allocate the funds. The committee shall consist of:
  - (i) Associate Vice-President of Research and Dean of Graduate Studies (Chair);
  - (ii) two (2) members of each Faculty chosen from a pool of six (6) members of each Faculty, elected on an annual basis by the Faculty (elections to be held prior to 30 April for the subsequent academic year);
  - (iii) one (1) Librarian or Archivist chosen from the Librarians and Archivists by 30 April for the subsequent academic year.
- (b) No individual may serve on the committee during a competition in which the individual has a grant application before the committee.
- (c) There shall be two deadlines per year for the receipt of applications, namely:
  - (i) 15 October
  - (ii) 1 FebruaryDecisions shall be announced by 15 November and 28 February respectively.

- (d) One-(1) year and two- (2) year awards may be made and the maximum amount of an award per project shall be \$5,000, and only one (1) award may be received in a given academic year. The one- (1) or two- (2) year period shall commence on the date of the letter of award notification. An individual who has received an award for a two- (2) year project may not apply for funding again until the end of the two- (2) year cycle. An automatic one- (1) year extension of deadlines shall be granted.
- (e) An individual who is eligible to apply for external funding from granting agencies may not receive funding from this source for more than three (3) years in a row unless an application has been made during that period to one (1) or more granting agencies. An individual who is eligible to apply for such external funding must make such an application before reapplying.
- (f) Subsequent requests to this fund must be accompanied by a brief report (one (1) page) on the results of the project funded by the previous award.
- (g) Application for funds must be made on Grant Application forms available from the Office of Research and Graduate Studies. Applications must also include an updated curriculum vitae of the applicant.
- (h) This Research Fund is available only to members of the bargaining unit and to Faculty appointees to the Board of Governors.
- (i) The monies in this fund are available on an academic year basis only, during the term of the Collective Agreement.
- (j) The committee appointed to review the applications shall determine the funding priorities and the evaluation process. The committee shall meet annually to set these priorities and determine the evaluation process. This meeting shall take place prior to the call for applications.
- (k) The funding priorities and the evaluation process shall be published with the call for applications by 15 September.
- (l) Each member of the committee shall complete the anonymous ranking score sheet in its entirety and provide comments for each application submitted, which shall be provided to the applicant.
- (m) By 31 March, Research and Graduate Studies shall submit a report to the President of the Association outlining the disbursement of funds, specifically: the names of the successful applicants and the dollar value of the awards, the total number of applications, total value requested, the number of successful applicants, and the total amount awarded in each of the two annual competitions. The above information shall be broken down on a per faculty basis.

#### 25.56 Academic Unit Scholarly Activities Fund

The Employer recognizes the necessity of supporting Academic Unit scholarly activities that promote Acadia's role in the academic community and shall allocate Academic Unit Scholarly Activities Funds within the University budget. A sum of \$2,250 shall be provided to each Academic Unit and the Research Services Sector each fiscal year (1 April to 31 March next) to support Academic Unit scholarly activities such as the hosting of academic conferences, hosting

of visiting speakers, hosting of workshops, or execution of ongoing Academic Unit seminar series. Unspent funds remain in Academic Unit budgets and may be carried forward for up to one fiscal year.

25.57 Eligible Expenses for Articles 25.54, 25.55, and 25.56

- (a) Tri-council policy on eligible expenses shall apply to Articles 25.54, 25.55, and 25.56. Other expenses approved by the Head that specifically relate to an Employee's responsibilities as outlined in Article 17 shall also be considered eligible expenses for reimbursement. Such expenses shall include, but are not limited to: memberships dues, professional development courses/conferences, equipment, books, journal subscriptions, or other academic material.
- (b) Per diem allowances (including accommodation, meals, mileage, and incidental expenses) for travel shall be the rates established by the National Joint Council Travel Directive, Appendices B, C, and D. Claims pursuant to this Article shall be completed on a separate claim form denoting the per diem rates in effect.

**Article 26.00 Group Insurance, Health, and Dental Benefits**

26.01 All Employees shall participate, when they become eligible, in all Group Insurance programs.

26.10 Life and Accidental Death and Dismemberment Insurance

The formula for application of insurance coverage as described in the policy of the most recently revised Group Insurance Programs for Acadia University shall be in force.

26.20 Health Care Benefits

The provisions described in the contract of the most recently revised Group Insurance Program for Acadia University shall be in force.

26.30 Long Term Disability Insurance

The provisions described in the Policy of the most recently revised Group Insurance program for Acadia University shall be in force.

26.40 Other Insurance

26.41 Liability Insurance

The Employer shall protect Employees through liability insurance coverage for damages up to \$5 million which may arise in the fulfillment of their duties, for example, for accidents in a laboratory, during field trips, and in other similar situations.

26.42 Fire Insurance

The Employer 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 \$5,000 less a deductible of \$100 for each Employee.

26.50 Changes in Group Insurance Benefits

The University Standing Committee on Group Insurance shall continue to oversee all Group Insurance Benefits and make recommendations concerning changes in these benefits.

26.51 The Association shall have representation on any Committee dealing with changes in Group Insurance Benefits.

Changes in the pension plan or group insurance plan shall be put to a vote (secret ballot) by all participants in the plan. The decision shall be determined by a simple majority of votes cast.

26.60 Health Spending Account

Employer agrees to commit the amounts listed below (pro-rated for appointments that are less than twelve (12) months or half-time term) to each full-time Employee's Health Spending Account on July 1 of each year:

2021	\$500
2022	\$750
2023	\$750
2024	\$750

26.62 Dental Health Insurance

The Board shall provide Employer-funded dental health insurance for all Full-time and Continuing Employees and their families.

Minimum coverage shall be 80% basic (no maximum), 75% major (no maximum), 75% orthodontics (\$3000 lifetime maximum per child).

The Employer shall pay a minimum of 80% of the premium cost.

26.63 Part-time Employees (who have no other employment relationship with Acadia University) shall receive an additional 5% of their stipend (Appendix I) if they are not enrolled in the PSSP.

Part-time Employees (who have no other employment relationship with Acadia University) shall receive an additional 4% of their stipend (Appendix I) if they are enrolled in the PSSP.

26.64 All Employees shall receive an Individual or Family Recreation Facility Pass as appropriate.

26.65 Those full-time Employees required to maintain professional certification and/or insurance shall have these costs covered by the Employer to a maximum of \$1,500 per year.

26.66 Benefit plans shall not violate this Collective Agreement.

26.70 Benefits Available to Employees over the Age of 65

26.71 Basic Life: Coverage shall be extended to age 76, continuing on a 10% declining scale from age 66-76.

26.72 Optional Life: An extra band of coverage shall be added for age 65-70.

- 26.73 Long Term Disability: Coverage shall extend to age 70. From ages 65-70, Employees in receipt of the LTD benefit shall receive it for a maximum of two (2) years. Since the six (6) month qualifying period must be completed by age 70, Employees shall not pay LTD premiums beyond age 65.5. All Employees remain eligible for the six months of sick leave at full pay provided by Article 24.
- 26.74 Health Care Benefits: Coverage as described in the most recent Group Insurance Plan for Acadia University shall be offered without prescription drugs at the active employee rate. Prescription drug coverage and payment of the drug coverage premium shall terminate at age 65.

#### **Article 27.00 Copies of this Agreement**

- 27.10 Within thirty (30) days of the execution of this Agreement, the Board shall prepare and provide to the Association, free of charge, a searchable electronic copy of this Agreement and any appendices thereto. The Board shall, upon request of an Employee, provide that Employee free of charge, one printed copy of this Agreement and any appendices thereto.
- 27.20 Upon a one-time request of the Association, the Board shall provide 100 up-to-date copies of this Agreement.

#### **Article 28.00 Financial Information**

- 28.10 On an annual basis unless otherwise specified, the Board shall provide to the Executive of the Association the following information:
- (a) detailed information on the annual budget as approved by the Board of Governors;
  - (b) departmental budget information using the format of the official University financial statements;
  - (c) a list of all Employees per Certification Order 2285, 2420, 3338, 3675, by name, age, rank, appointment status, date of initial appointment, salary, year of eligibility for Early Retirement Incentive, and year obtaining full pension eligibility where applicable;
  - (d) by 15 October and 15 February of each year, a listing of part-time Employees per Certification Order 4914, by name, age, date of initial appointment, appointment status, and salary;
  - (e) by 15 October a list of employee complement for all non-academic units;
  - (f) by 15 October a list of Acadia University Professional, Administrative and Technical staff salary ranges and the number of positions in each salary range;
  - (g) by 15 October a list of Employees contracted to teach credit courses during intersession through Open Acadia over each year of this contract;
  - (h) by 1 July, a report on the complement as defined in Article 20.02 and 50.02;
  - (i) by 15 October and for the period of 1 March to 1 August and 15 April for the period of 1 September to 28 February, a report listing appointments, renewals of appointment, promotions, leaves, and awards of tenure or continuing appointments granted during the

preceding six months. For all appointments that are designated as replacement, the report shall indicate in each instance who is being replaced;

- (j) by 15 October a listing of all Employees who have retired or otherwise ceased to be employed in the preceding year.
- (k) by 15 October a listing of all other employees not included in the clauses above and their annual salaries, benefits and allowances.
- (l) upon request, the total Board contribution to all University benefit plans and the amount of any surpluses and deficits.
- (m) by 1 September, a report on CLT appointments as defined in Article 10.08.01;
- (n) by 15 October (for Spring, Summer, and Fall terms) and 15 February (for Winter term), a list of per-course appointments that have been filled by Full-time Employees in the past year, and stipends paid;
- (o) by 15 October (for Spring, Summer, and Fall terms) and 15 February (for Winter term), enrolments in applied music courses;
- (p) by 15 October, a count of the honoraria paid to Employees under the terms of Article 21.11 in the previous academic year, including counts of Master's theses supervised (21.11(a)), Honours theses supervised (21.11(b)), and courses supervised (21.11(c));
- (q) by 15 October, a count of the number of students who have completed Open Acadia courses in the previous academic year.
- (r) Information provided under 28.10 (c) to (q) shall be provided in editable electronic form.
- (s) by 15 January, 15 May, and 15 September, a Precedence List as at those dates;

28.20 The Parties agree to continue the extant University Standing Committees on Group Insurance Benefits and on Pensions.

The Board agrees to provide these Standing Committees with copies of the contracts involving group insurance benefits and pensions and further agrees to provide these Committees with any information necessary for the accomplishment of their duties.

28.30 There shall be a Standing Committee on Financial Information which shall meet not less than three (3) times a year. The purpose of the Committee is to examine and review financial statements and information pertaining to the operation of Acadia University. Through these meetings, it is hoped that an understanding of the University's financial policy and position will evolve, thereby leading to a better informed University community.

The Committee shall have seven members, three appointed by the Association and the Associate Vice-President (Finance) and Treasurer, the University Budget Officer, and the Provost, and the Vice-President (Finance), or designate, of the Acadia Students' Union.



## **Article 29.00 Amendments to the Acadia University Act**

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

## **Article 30.00 Joint Committee for the Administration of this Agreement**

- 30.10 Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to a Joint Committee for the administration of this Agreement.
- 30.11 The Committee shall consist of two representatives of the Board and two representatives of the Association.
- 30.20 Functions of the Joint Committee
- 30.21 The Committee shall not have the power to add to or in any way modify the terms of this Agreement but shall function in an advisory capacity to the Parties with the general aim of ensuring that this Agreement is administered in a spirit of cooperation and mutual respect.
- 30.22 The Committee may, within the lifetime of this Agreement, recommend to the Parties amendments to the wording hereof to remove ambiguities and to ensure that the intentions of the Parties are carried into effect. Such recommendations may be rejected by either Party within fifteen (15) working days.
- 30.23 Article 30.21 notwithstanding, the Joint Committee may authorize procedures in order to achieve ends which are within the terms and spirit of this Agreement. Such authorization may be rejected by either Party within fifteen (15) working days.
- 30.30 Procedures of the Joint Committee
- 30.31 The Committee shall determine its own procedures, subject to the following provisions:
- (a) a representative of the Board and a representative of the Association shall jointly chair the Committee and shall together be responsible for preparing and distributing agenda for meetings and shall alternate in presiding over meetings;
  - (b) the Committee shall meet by mutual agreement of the Chairs or, on five (5) working days' written notice, at the call of either of the Chairs;
  - (c) a quorum shall be its entire membership;
  - (d) its decision shall be unanimous;
  - (e) its records of decisions, when initialed by all members of the Committee, shall constitute Memoranda of Agreement between the Parties unless rejected by either Party within fifteen (15) working days;
  - (f) Memoranda of Agreement shall be initialed by all members of the Committee within five (5) working days of the meeting described in Article 30.31(b);
  - (g) the Parties may, in mutual consent, expand the membership of the Committee on a parity basis.

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

- 31.10 In the event of an amalgamation, consolidation or merger of the University or any of its constituent units or sub-units with any other institution, persons eligible for membership in the bargaining unit who are not members of another bargaining unit with a current Collective Agreement in force shall immediately become members of the bargaining unit. In such an event, the terms and conditions of this Agreement shall apply immediately to all such persons.
- 31.20 In the event of an expansion or extension of the University through the creation of colleges, Schools, Institutes or Faculties, or any other academic units offering academic programs, the Employees eligible for membership in the bargaining unit in such colleges, Schools, Institutes or Faculties or other academic units or offering courses at locations other than the main campus of the University shall immediately become members of the bargaining unit.
- 31.30 The Board undertakes to make known to the Association plans for any major change to the organizational structure, as described in 31.10, either on its own initiative or in accordance with the guidelines and decisions of governmental agencies, and to give consideration to any comments of the Association before implementing any such proposals.
- 31.40 The Board undertakes to make known to the Association any proposals to sell or transfer the whole of the assets of the University, or a major portion thereof, or to amalgamate or merge with another body, and to give consideration to any comments of the Association before implementing any such proposals.
- 31.50 In the event that an academic unit or program is terminated, Employees of that unit shall at their discretion be eligible to terminate employment under 31.70 or for transfer to other units appropriate to the individual's discipline. The transfer location shall be determined by the Provost in consultation with the appropriate Dean and the affected Employee. Once a new unit is identified, the Employee shall receive a new letter of appointment. There shall be no loss of rank. This letter shall specify the duties associated with the new appointment, and indicate a schedule for attaining the additional knowledge, skills, and abilities necessary for fulfilling duties associated with the new appointment. The Board shall cover the costs of approved retraining.
- 31.60 Employees who are dissatisfied with the unit to which they are reassigned may appeal this decision to a committee comprising the Head of the originally assigned unit, the Head of the preferred unit, and a Chair jointly appointed by the President and the President of the Association. This committee shall review both the recommendation of the Provost and a plan for reassignment submitted by the faculty member. The decision of this appeal committee shall be binding.
- 31.70 The Board shall compensate Employees who have chosen to terminate their employment under these Articles on the following basis:
- Full-time Employee: one (1) month of base salary per year of continuing service, or equivalent notice, from a minimum of six (6) months to a maximum of twenty (20) months.
- 31.80 Notwithstanding Article 20.01, where program closures are imposed upon the University by the provincial government, Employees affected must choose only between the various options offered by the government and not the options outlined in this Article.

## **Article 32.00 Validity**

- 32.10 All the provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law not 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.
- 32.20 The Employer shall not introduce, implement, or enforce any policy that violates this Collective Agreement.

## **Article 33.00 Intellectual Property**

- 33.00 (a) In order that Employees have control over the direction, integrity and use of their scholarly work, as a general principle ownership of all types of Intellectual Property shall rest with the Employees who create it.
- (b) In keeping with the role of the University, Employees are encouraged to publish and disseminate the results of their research. No Employee shall be obliged to provide commercial justification for their scholarly work; nor shall any Employee be obliged to engage in the commercialization of it.
- (c) In recognition of the significant public contribution to supporting university research, any revenue derived from the commercialization of Intellectual Property shall be shared between the Employee/creator and the University according to the terms contained in this Article.

### **33.01 Definitions**

The following words used in this Article shall have the following definitions:

- (a) Commercialization means any activity relating to the protection, use, sale, transfer, license, marketing, duplication, or other disposition of Intellectual Property for commercial purposes.
- (b) Course-ware, for the purposes of this Article, means Software or a Multimedia Product designed as a teaching or educational device. Course-ware does not include web pages, presentation slides, videos, recording of any works as defined in (h) such as classroom presentations and lectures, or other aids used in teaching courses otherwise primarily delivered by non-electronic means.
- (c) Employee, for the purposes of this Article, includes any partnership or corporation of which the Employee is a major shareholder, officer or director or in which the Employee has a direct or indirect beneficial interest.
- (d) Intellectual Property means the materials or results of scholarly inquiry, research or intellectual activity, whether scientific or practical, having the potential to be protected by patent or other statutory means. For purposes of this Article, Intellectual Property applies only to those materials or results made or conceived of by Employees during the course of their employment activities or responsibilities during the term of their employment or while on sabbatical leave. In addition, for the purposes of this Article, Intellectual

Property does not include Works as defined in 33.01(h), but does include Software and Course-ware.

- (e) Multimedia Product, for the purposes of this Article, means a product where Software allows for interaction between the user and various media technologies such as the reproduction of sound and image.
- (f) Net Income means all revenue, equity or other consideration generated by the Commercialization of Intellectual Property less all direct expenses incurred in the evaluation or protection of intellectual property, including expenses for market assessment, patent searches, patent agent and/or legal fees, patent application fees, copyright fees or other fees reasonable paid to third parties for Commercialization, statutory protection or associated purposes.
- (g) Software means any set of instructions that is expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer in order to bring about a specific result.
- (h) Works means literary, scientific, technical, dramatic, musical and artistic work materials and other original creations capable of protection under the Copyright Act, but for purposes of this Article does not include Software and Courseware.

### 33.02 Principles of Ownership of Intellectual Property and Works

- (a) The Employer agrees that Employees own Intellectual Property they create as defined in 33.01(d) and that Employees have no obligation to commercialize or seek statutory protection for Intellectual Property, and that Employees have the right to publish their inventions, subject to the exceptions outlined in 33.03.
- (b) The Employer agrees that Employees own copyright to their Works as defined in 33.01(h) and are entitled to determine how and if the Work is to be disseminated and to keep any revenue derived for the Work, subject to the exceptions outlined in Article 33.04.

### 33.03 Special Conditions of Intellectual Property Ownership

The following are special conditions of ownership in Intellectual Property:

- (a) Where the Intellectual Property was created jointly with a member of the administrative or support staff of the Employer, the rights to such Intellectual Property may be jointly owned by the Employee and the Employer.
- (b) Where the Employee has assigned their ownership rights in the Intellectual Property to the Employer in accordance with Article 33.15(d), the Intellectual Property is then owned by the Employer.
- (c) Where the Intellectual Property is developed in the course of research sponsored by a third party pursuant to a written agreement between the third party and the Employer on behalf of the Employee, ownership and publishing rights are determined by specific terms of the agreement. In the case of a third party agreement, unless terms of the agreement give ownership of the Intellectual Property to the third-party, such Intellectual Property shall be assigned to the Employer until all rights, such as a license or option granted to the third party under the Agreement have been exercised or become

extinguished, at which point the Intellectual Property shall be owned by the Employee, unless otherwise assigned by the Employee.

33.04 Special Condition of Ownership in Works

The following is a special condition of ownership in Works:

Where there is a written agreement between the Employee and the Employer, or between the Employer on behalf of the Employee and a third party, copyright (ownership) is determined by specific terms of the agreement.

33.06 License for University Use

Employees grant to the Employer a non-exclusive, royalty-free, non-transferable license to use, for University internal academic, teaching, research and service purposes, Intellectual Property created by Employees. Such right shall not include the right to transfer, license, exploit or use the Intellectual Property for distance education or for any purpose other than the internal use of the Employer.

33.07 Course-ware Option

Employees hereby grant the Employer the first option to acquire or license Course-ware, upon terms to be agreed on by the Employee and the Employer. The terms of any licensing agreement shall recognize the ownership or joint ownership of the creating Employee and shall articulate the intended use of the Course-ware. Any agreement shall be sent to the President of the Faculty Association to permit consultation prior to execution of the agreement.

33.10 Research Contracts

- (a) Employees shall not enter into contractual arrangements with parties external to the University where the contract places the Employee under an obligation to generate Intellectual Property using the Employer's facilities or resources. With the Employee's agreement, the Employer may enter into a contractual arrangement subject to the terms of the agreement.
- (b) The Employer shall not enter into contractual arrangements to generate Intellectual Property with parties external to the University on behalf of the Employee without the consent of the Employee.

33.12 Disclosure

(a) Intellectual Property Developed under Contractual Arrangements

Employees are required to disclose all Intellectual Property created by them that was developed under contractual arrangements to the Provost and Associate Vice-President of Research & Dean of Graduate Studies within sixty (60) days (unless otherwise specified within the contract) of becoming aware that the Intellectual Property may be useful, patentable, otherwise protectable or have commercial potential. This disclosure shall be made in writing on a form appended to this Agreement, and shall be made before the Intellectual Property is publicly disclosed or before steps toward commercialization are taken. The Disclosure shall identify any financial or other relationship with a third party that might affect the rights in the Intellectual Property.

(b) Intellectual Property Developed under Non-Contractual Arrangements

Employees are required to disclose to the Provost and the Associate Vice-President of Research & Dean of Graduate Studies, any Intellectual Property that they wish to protect and/or Commercialize. This disclosure shall be made in writing on a form appended to this Agreement, and shall be made sixty (60) days before the Intellectual Property is publicly disclosed or steps toward commercialization are taken. The Disclosure shall identify any financial or other relationship with a third party that might affect the rights in the Intellectual Property.

33.13 Decision to Commercialize Intellectual Property

Employees who are the owners of Intellectual Property are solely responsible for the decision to protect and/or commercialize Intellectual Property except in such cases where the Intellectual Property is owned by a third party or by the Employer pursuant to Article 33.03.

33.14 Commercialization Options

Employees who wish to Commercialize their Intellectual Property may:

- (a) Make their own Commercialization arrangements, independent of the Employer at their own expense subject to the provisions contained in Articles 33.12(b) and 33.16(a), or;
- (b) Request the Employer to Commercialize the Intellectual Property in which case Articles 33.15 and 33.16(b) shall apply.

33.15 Employer Commercialization of Intellectual Property

- (a) Decision to Pursue Commercialization – If an Employee wishes to have the Employer pursue Commercialization pursuant to Article 33.14(b), within ninety (90) days of receipt of the Disclosure specified in Article 33.12, or a longer period if accepted by all parties, the Employer shall decide whether it wishes to proceed with Commercialization. The Employee shall provide assistance during this period, including disclosure of all information that may assist the Employer in making this determination.
- (b) Non-Disclosure Period – During the ninety (90) day period specified in Article 33.15(a) or during any extension granted thereof by the Employee, the Employee shall not publicly disclose the Intellectual Property, or otherwise act in a way that may jeopardize the Employer's ability to protect or Commercialize the Intellectual Property without the Employer's prior consent.
- (c) Employer Decision Not to Commercialize – If the Employer decides not to proceed with Commercialization, the Employer shall promptly notify the Employee who shall then be free to make Commercialization arrangements independent of the Employer at their own expense, subject to the provisions contained in Article 33.16(a).
- (d) Employer Decision to Proceed with Commercialization – If the Employer notifies the Employee that it wishes to proceed with Commercialization, the Employee shall assign the Intellectual Property to the Employer within thirty (30) days. The Employer shall then become the Sole owner of all rights to the Intellectual Property and shall assume the responsibility for Intellectual Property Commercialization without cost to the Employee. The Employee and the Employer shall then prepare a mutually acceptable commercialization plan outlining the options to be considered for the development of the

Intellectual Property. The plan shall include items such as the need for additional evaluation or research, the need for Intellectual Property protection, target market(s), identification of licensees, etc. The plan shall also outline the responsibilities of the Employer and the Employee.

- (e) Protection of Intellectual Property – The Employer may seek statutory protection of the Intellectual Property as appropriate. The Employer may choose not to seek protection, or may cease protection for Intellectual Property that in the Employer’s judgment does not have significant commercial potential.
- (f) Commercialization Report – The Employer shall remit to the Employee(s) not later than 30 June each year a Commercialization Report outlining all actions taken with respect to Commercialization during the previous fiscal year, and a statement reporting all expenditures and income forming the calculation of Net Income for the previous fiscal year.
- (g) Decision to Cease Commercial Activities – If at any time the Employer determines that it does not wish to continue with Commercialization activities or if there has been no significant commercialization activity for a period of twelve (12) months, the Employer shall re-assign the Intellectual Property to the Employee, including any issued or pending registration for statutory protection. The Employee is then free to make Commercialization arrangements, independent of the Employer at their own expense, subject to the provisions contained in Article 33.16 (a).

#### 33.16 Revenues from Commercialization of Intellectual Property

- (a) Commercialization by the Employee – Where the Employee is responsible for Commercialization, the Employee agrees to remit to the Employer a sum equal to 25% of the Net Income resulting from Commercialization activities in excess of the first \$10,000 which shall accrue to the Employee. Employees agree to submit a report containing an outline of Commercialization activities and a statement of all expenses and gross income for the previous fiscal year by 30 June.
- (b) Commercialization by the Employer – Where the Employer is responsible for Commercialization, the Employer agrees to remit to the Employee a sum equal to 50% of the Net Income resulting from Commercialization activities in excess of the first \$10,000 which shall accrue to the Employee.
- (c) Variation – While Articles 33.16(a) and 33.16(b) describe the normal provisions for revenue sharing between the Employee and the Employer, the Employer and the Employee may if both so wish enter into an agreement in which Intellectual Property ownership, responsibility for Commercialization and Net Income apportionment is dealt with in a different manner from that provided for above.
- (d) Non-Arms Length Disposition of Intellectual Property

Where the Employer or Employee(s) receives consideration from the Commercialization of Intellectual Property from a non-arms-length party, the Employer or Employee shall be deemed to have received the greater of:

- (i) The value of the consideration paid; or
- (ii) The fair market value that would have been received from the Commercialization from an arms-length third party. This value shall be established by agreement between the Employer and the Employee.

- (e) Equity Investments – In the event that any return on Commercialization is in the form of an equity investment, the foregoing percentages in Articles 33.16(a) and 33.16(b) shall be considered in determining an equitable sharing of monies arising from such equity between the Employer and the Employee.
- (f) Multiple Inventors – When several Employees collaborate on the development of Intellectual Property, the Employees shall provide the Associate Vice-President of Research & Dean of Graduate Studies and the Provost with an agreement that is signed by all collaborators and which identifies all collaborators, their relative contributions, and the distribution of each collaborator's share of the Net Income. If the Employer undertakes Commercialization activities, the Employer shall be responsible for apportioning the Net Income referred to in Article 33.16(b).

### 33.17 Net Income Distribution by Employer

The Employer's share of Net Income pursuant to Article 33.16 shall be distributed as follows:

- (i) 50% to a fund for the enhancement of Acadia University academic and research programs to be administered by the Provost;
- (ii) 25% to the Faculty, Academic Unit or other unit with which the Employee(s) creating the Intellectual Property was associated at the time the work giving rise to the Intellectual Property was carried out;
- (iii) 25% to the Acadia University General Revenue Fund.

### 33.20 Use of Name and Trademarks of the University

Employees shall consult the Associate Vice-President of Research and Dean of Graduate Studies for approval of any use of the University name, trademarks, service marks and insignia in any commercial arrangement.

### 33.21 Estates

When an Employee(s) or former Employee dies, their estate shall retain all their rights and responsibilities under this Article of the Collective Agreement, unless the estate chooses to renounce its rights and transfers the rights and responsibilities in writing to the Employer or to another party.

### 33.22 Intellectual Property of Students

The Employer and Employees commit to respect the Intellectual Property rights of students who participate in research activities. Employees should discuss Intellectual Property issues with their student collaborators, and when necessary, have students sign student participation agreements before entering into research projects.

### 33.25 Committee on Intellectual Property

The Parties agree to create a continuing Committee on Intellectual Property, which shall be composed of two members appointed by the Employer and two members appointed by the Association with the chair alternating between the Employer's representatives and the Association's representatives at each successive meeting.

The Committee shall meet at least twice annually to:

- (a) Conduct routine business;



- (b) Make recommendations concerning the creation and maintenance of a positive University climate for the development and appropriate distribution of Intellectual Property;
- (c) Recommend to the Joint Committee on the Administration of the Agreement any problems of interpretation and proposals for modifications or changes in Article 33 of the Collective Agreement.
- (d) Report annually to the Provost with a copy to the President of the Association.

#### 33.26 Dispute Resolution

Any dispute arising from negotiations or agreements between individual Employees and the Employer under the provisions of Article 33 shall be handled through the following procedure:

- (a) Either party shall present the dispute in writing to the Provost.
- (b) Within two weeks of the receipt of the dispute, the Provost shall first send written notification of the dispute to the President of the Association and shall then establish a Dispute Resolution Committee.
- (c) This Committee shall consist of three members: one chosen by the Employee, one chosen by the Employer and a third to be agreed upon by the parties to the dispute. All three shall be chosen from among Faculty Members within the University who shall be at arm's length from the parties involved in the dispute. The member jointly chosen shall act as Chair to the Committee.
- (d) The Dispute Resolution Committee shall meet within two weeks following appointment to hear the dispute. The parties to the dispute shall provide the Committee with any documentation required as background and the Committee may consult with experts if needed. Within one week of hearing the dispute, the Committee shall make a decision by simple majority and shall communicate its decision in writing to the Provost.
- (e) The Provost shall within one week communicate the decision in writing to all parties concerned, including the President of the Association.

#### **Article 34.00 Transition to the Agreement**

- 34.10 All salary, benefits and prerogatives provided by this Agreement which can be applied retroactively shall be applied or granted as though this Agreement came into effect on 1 July 2021.
- 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 properly support the academic and research programs of the University and its faculty.
- 35.40 The Board shall provide sufficient funds to pay all reasonable charges incurred by Employees for inter-library loan services and on-line searches.
- 35.50 Employees shall provide the Board with a list, annually, of University services utilized by the Employee (or those associated with the Employee) in carrying out consulting activities or research contracts. The University may require the Employee to reimburse the University for such services.

#### **Article 36.00 Employee Representatives on the Board of Governors**

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

Such an employee shall be governed by the Articles of this Agreement and enjoy all of its rights and privileges.

#### **Article 37.00 Appointment and Review of Directors**

- 37.00 Eligible Members

For purposes of Articles 37.40 (d), 37.50, 37.62, 37.63(b), 37.80(a), and 37.91(b), "eligible members of the School" shall be deemed to mean all full-time Instructors and all full-time Professors within the School, including those in their second consecutive year of a Contractually Limited Term Appointment within the same School.

For purposes of Article 37.62(b), 37.63(a) and 37.91(a), "eligible members of the School" shall be deemed to mean all tenure or tenure-track Professors, all Instructors with a continuing appointment, and all CLTs with a continuing appointment as per 10.09.1(b) in the School.

- 37.10 Status

The Association recognizes and accepts the status of Directors of Schools as not being members of the bargaining unit.

- 37.20 Conditions of Employment

The Association accepts that the conditions of employment for Directors of Schools are determined by the Board.

37.30 The Director term shall be up to six years.

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

37.40 End of Director's Term

- (a) By 31 December of the penultimate year of the Director's term, the Dean shall inquire of the Director whether they wish to be considered for reappointment.
- (b) If the incumbent wishes to be considered for reappointment, the Dean shall conduct a ballot of the eligible members of the School.
- (c) If the majority of those voting favour reappointment, the Dean shall recommend to the Provost that the incumbent be reappointed. Thereafter the provisions of Articles 37.63 (e) and (f) shall apply in the same manner as to a recommendation from a Search Committee.
- (d) If the incumbent declines to be considered for reappointment; or if the majority of those voting in (c) above oppose reappointment or in any event at the conclusion of an appointment as Acting Director, the Dean shall inquire of the eligible members of the School whether members wish the search for a new Director to be internal or both internal and external.
- (e) When a search is to be undertaken, the Dean shall convey to the Provost the School's preference as to whether the search is to be internal or both internal and external. If a tenure-track position is available the President may authorize an internal and external search.

37.50 Internal Search

Where a search is to be internal only, by 30 November of the last year of the Director's term, the Dean shall call for nominations, then hold an election in which all eligible members in the School may vote. Successive rounds of voting shall be held, if necessary, until one candidate has a majority. If the members of the school are evenly divided, the Dean shall give them the opportunity to take a second ballot within one week. If the result of the second ballot is still a tie, the Dean shall cast the deciding vote.

37.60 Internal/External Search

37.61 Advertising

Where there is an internal/external search, advertising shall take place as per Article 10.52(a).

37.62 Search Committee

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

- (a) the Dean of the Faculty who shall be the Chair;
- (b) three (3) Professors elected by the School concerned;

- (c) one (1) Director of a School or Professor appointed by the President;
- (d) a person distinguished in the discipline from another institution, chosen by the five persons mentioned above - this requirement may be waived if the School, by a majority vote, so request and the dean and the Provost concur;
- (e) one (1) senior or graduate student from the School concerned, to be elected by or under the auspices of the Student Representative Council.

37.63 Short List

- (a) All eligible members of the School concerned shall have the opportunity to apply and to nominate other eligible members, subject only to the provision that no one may run for Director whose own appointment contract does not encompass the term of Directorship.
- (b) After consultation with the eligible members of the School, the Search Committee shall draw up a short list of not more than three candidates and shall arrange for those on the short list to meet the members of the School, and present a public lecture. This lecture shall take place even if there is only one short-listed candidate for the position.
- (c) Thereafter the Search Committee shall give full consideration to the preferences of members of the School before making a recommendation for the position.
- (d) The Search Committee shall have the right to recommend an acting Directorship but not in violation of 37.92, unless by agreement by both Parties, and the provisions of 37.90 shall thereafter apply.
- (e) Except in the case where the Search Committee recommends an acting Directorship, the recommendation of the Search Committee shall be forwarded to the Provost. The Provost shall have the right to request the Search Committee to reconsider, giving reasons for the request. Following this reconsideration, if any, the recommendation of the Search Committee shall be forwarded to the Board for its action.
- (f) The Board shall make the final decision on the appointment of a Director of a School.

37.70 Director Leaves Office

When a Director leaves office prior to the end of their term or goes on leave for a period not exceeding one year, an Acting Director shall be appointed under the provisions of 37.90.

37.71 Acting Director Leaves Office

When an Acting Director leaves office prior to the end of their term, an Acting Director shall be appointed under the provisions of 37.90.

37.80 In-term Review

- (a) At any time during the service of a Director or an Acting Director, eligible members may request a review or vote non-confidence by a simple majority. That vote shall be reported to the Dean, who shall then attempt to mediate between the School and the Director (or Acting Director). If such mediation fails, the Dean shall within two weeks of being

notified of a request for a review or a non-confidence vote, establish an in-term Review Committee as in (c) below.

- (b) At any time in the service of a Director, the Board may request a review of the performance of the incumbent. Within one month of such a request being received, the Dean shall set up a Review Committee.
- (c) The Review Committee shall have the composition of the Search Committee defined in Article 37.62 of this Agreement and shall have the duty of advising the Provost as to whether the appointment of the Director should be continued to the end of the existing term, or terminated sooner. The Provost shall have the right to request the Review Committee to reconsider, giving the reasons for the request. Following this reconsideration, if any, the recommendation of the Review Committee shall be forwarded to the Board for its action.

37.90 Acting Director

37.91 Selection Process

Where an Acting Director is to be appointed, the Dean shall carry out the following procedures:

- (a) Call for nominations by and from the eligible members of the School.
- (b) Following the close of nominations, conduct a vote of all eligible members of the School to elect an Acting Director by a majority vote.
- (c) If the vote results in a tie, the Dean shall give the School the opportunity to take a second ballot within one week. If the result of the second ballot is still a tie, the Dean shall cast the deciding vote.
- (d) The Dean shall forward the School's recommendation to the Provost for transmission to the Board.
- (e) The Board shall make the final decision on the appointment of an Acting Director of a School.

37.92 Term and Duties

An Acting Director has the duties, responsibilities and remuneration of Director. The period of appointment is for not more than one year, renewable only once. If an Acting Director is appointed Director the year following their appointment as Acting Director, the service as Acting Director shall not count in the term of service as Director.

37.93 No Candidates

Should circumstances arise in which the appointment of an Acting Director has been authorized but cannot be implemented, the President, acting on the recommendation of the appropriate Dean of Faculty and the Provost may appoint a substitute from another Academic Unit, as follows:

- (a) The individual appointed shall be known as the Acting Director of the School and shall carry out the administrative functions of the School (which would normally be the responsibility of the Director).

- (b) The Acting Director may be appointed for a period of not less than six months and beyond that, not longer than is required to appoint a Director or Acting Director from within the School under the procedures of the Collective Agreement.
- (c) The Acting Director shall receive the administrative stipend which would have been paid to the Director and, if appropriate, the course remission provided in Article 15.51. If the course remission is given, the School of the Acting Director shall be compensated for any reduction in teaching capacity.

37.94 Designated Director

In cases of temporary absence, the Dean shall serve as Designated Director.

**Article 38.00 Retirement Incentive**

38.10 Eligibility

38.11 Retirement incentive shall be granted to all Employees who are eligible (see Article 38.12) and who make application.

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

- (a) Employees must have reached their 58<sup>th</sup> birthday prior to their date of retirement;
- (b) this option is available from ages 58-62;
- (c) twenty years of pensionable service must be completed prior to the first day of July on which the retirement is to commence.

38.20 Procedures

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

- (a) Employees shall submit written requests for retirement incentive to the Provost through the Head of the Employee's Academic Unit, with copies to the Dean and the President of the Association by six (6) months prior to the date upon which the Employee wishes to take retirement.
- (b) The Employee and the Board of Governors must confirm in writing, with copies to the Head, Dean and President of the Association, their acceptance of the retirement incentive agreement within twenty (20) working days of receipt of the written request.

38.30 Terms and Conditions

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

At age	58	\$2000	X	years of service
	59	\$2000	X	years of service
	60	\$2000	X	years of service
	61	\$1500	X	years of service
	62	\$1000	X	years of service

38.40      Phased-In Retirement

38.41      Terms and Conditions

- (a) Employees who shall be eligible to retire according to the regulations of the PSSP at or before the end of their phased-in retirement period, are eligible for Phased-In Retirement.
- (b) Employees may phase in their retirement over a three (3) to five (5) year period.
- (c) Phased-In Retirement shall commence either on 1 July or 1 January. At the end of the phased-in period, the Employee shall retire.
- (d) Employees shall give written notice to Human Resources with copies to their Head, Dean, Provost, and the President of the Association at least twelve (12) months in advance of the date on which they plan to commence Phased-In Retirement.
- (e) Employees and their Head shall sign an agreement that includes the agreed-upon workload and responsibilities for each year of the Employee's Phased-In Retirement plan. Copies of this agreement shall be sent to the Dean, the Provost, and the President of the Association.
- (f) The terms of the agreement shall be irrevocable except under the circumstances listed under Article 38.44.

38.42      Workload and Responsibilities

- (a) In any one of the three (3) to five (5) years of Phased-In Retirement the Employee's workload shall be reduced by a minimum of twenty percent (20%) and a maximum of eighty percent (80%).
- (b) Employees shall continue the full range of their normal duties according to Articles 17.01 – 17.05 as agreed to in consultation with the Head.
- (c) Duties shall be proportionate to the Employee's percentage workload in each year of the three (3) to five (5) year period.
- (d) For greater clarity, the percentage reduction in total workload is based on the percentage reduction in the following:
  - (i) For Professors, the credit-hour teaching load;
  - (ii) For Librarians and Archivists, the workload according to Article 17.40(b);
  - (iii) For Instructors, the workload according to Article 17.50.

For all Employees with course release (or equivalent), total workload is the workload before any course release.

- (e) Research (where applicable) and service shall be reduced by the same percentage as in (d) above.

38.43      Salary and Benefits During Phased-In Retirement

- (a) The nominal salary of an Employee participating in the Phased-In Retirement program is the salary that would have been received if the Employee was not participating in Phased-

In Retirement. Throughout the period of Phased-In Retirement, the Employee's nominal salary shall be adjusted by any salary increase for which the Employee is eligible under the Collective Agreement. An Employee's actual salary during the Phased-In Retirement period shall be a pro-rated proportion of their nominal salary, concomitant with the reduced workload in each year. For pension purposes, the Employee's pensionable earning while participating in the Phased-In Retirement program shall be based on their nominal (not actual) salary.

- (b) The Employee can elect to contribute to the pension plan based on their nominal or actual salary. The corresponding contribution made by the employer shall be based on the option elected by the Employee. The Employee shall accrue pensionable service during this Phased-In Retirement program at a rate equal to the contribution to the pension plan.
- (c) Long-term sick leave shall be paid on the basis of the participant's actual salary in each year of the Phased-In Retirement.
- (d) All other benefits shall continue as though the participant had a full-time workload and shall be based on their nominal salary in each year of the Phased-In Retirement program. Long-term disability benefits shall be payable only up to the participant's retirement date.

38.44 Revoking the Phased-In Retirement Agreement

- (a) If the Employee qualifies for long-term disability benefits during the Phased-In Retirement program, they may opt out of the Phased-In Retirement program and retire instead of receiving long-term disability benefits.
- (b) Upon the Employee's request, the Head and Dean may approve retirement before the end of the Phased-In Retirement period.

38.45 Employees participating in the Phased-In Retirement program are not eligible for the Retirement Incentive under Articles 38.11 to 38.31.

38.50 Retiree Benefits

38.51 Retirees may convert their University Group Life Insurance policy to private coverage in accordance with the Policy of the most recently revised Group Insurance Program for Acadia University.

38.52 Retirees may continue to contribute to the health insurance scheme at their own expense (i.e., to bear the full cost of their premium). Contributions and coverage in respect to income disability insurance shall be discontinued.

38.53 All Employees who retire from Acadia University shall maintain their University e-mail account and shall be included in all internal e-mail distribution lists. All Employees who retire from Acadia University shall maintain full library and gymnasium privileges. Other benefits available include eligibility for research grants and travel expenses to the extent authorized by the granting agencies and tuition discounts according to Article 25.20, which, notwithstanding Article 25.21 shall be available for a period of ten (10) years from the date of the Employee's retirement or death.



## **Article 39.00 Pay Equity & Appointments Committee**

- 39.10 The Parties are committed to pay equity for all Employees. To that end the Parties agree to maintain a joint Pay Equity & Appointments Committee composed of two (2) persons appointed by the Board, and two (2) persons appointed by the Association. A representative of the Board and a representative of the Association shall jointly chair the Committee and shall together be responsible for preparing and distributing the agenda for meetings and shall alternate in presiding over meetings.
- 39.11 For the purposes of this Article, the word “pay” refers to grid step only.
- 39.20 The purpose of the Pay Equity & Appointments Committee is to monitor and report on all appointments made in any given academic year. The Committee shall also report on adherence to Articles 10.08, 10.63, 10.70(f), 43.24, 43.54, 43.58(f), 50.08, 50.63, and 50.70(f). The Committee shall meet once in the Fall and once in the Spring.
- 39.60 The Board shall provide the Pay Equity & Appointments Committee with comprehensive pay and benefits data for the purposes of ongoing maintenance of pay equity. All members of the Pay Equity & Appointments Committee who receive employment information shall respect privacy obligations whether they be set out in legislation, in this Agreement, or from an official employment policy of the University.
- 39.70 If amendments to the Collective Agreement are required to address pay inequities they shall be referred to the Parties to the Agreement for their consideration.
- 39.80 No Employee’s salary or benefits shall be reduced as a result of the work of the Pay Equity and Appointments Committee.

## **Article 40.00 Academic Administrators**

- 40.10 This Article shall apply only to those academic administrators who hold academic rank, who would be members of the bargaining unit were it not for the fact that they hold administrative positions which exclude them from the unit, and who are not already covered by Article 36.00.
- 40.20 Promotion, Renewal and Tenure
- The consideration of promotion, renewal and tenure (for Professors) or continuing appointment and promotion (for Librarians, Archivists, and Instructors) of such academic administrators during their term of office shall be in accordance with Article 12.00, Article 43, or Article 51.00 as appropriate of this Agreement.
- 40.30 Entry and Re-entry into the Bargaining Unit
- 40.31 All such academic administrators who were members of the bargaining unit before being excluded by virtue of their administrative position in accordance with decisions of the Labour Relations Board and who return to their faculty positions shall re-enter the bargaining unit upon completion of their term of office, and be subject 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 shall be admitted to the bargaining unit providing the following conditions were met by the search committee that recommended the appointment of the academic administrators:

- (a) that the members of the Academic Unit to which the academic administrator shall become affiliated have an opportunity to meet with the candidates on an individual basis;
  - (b) that the Academic Unit to which the academic administrator shall 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 Academic Unit's projected needs.
- 40.33 All such academic administrators who have entered or re-entered the bargaining unit according to the terms of Articles 40.31 and 40.32 shall henceforth be governed by the Articles of this Agreement and enjoy all the rights, privileges and duties of Employees, subject only to the restriction that they may not grieve on any issue arising from their former administrative position.
- 40.40 Administrative Leaves
 

Service as an academic administrator rendered following an in-term administrative leave shall count towards a subsequent Sabbatical Leave. If such an administrative leave is not taken, the service as academic administrator shall count as accrual for Sabbatical Leave which shall be considered under Article 24.00.
- 40.50 No Employee shall be displaced from the Academic Unit by the entry or re-entry of former academic administrators. If there is no vacancy in the Academic Unit concerned, the additional allocation shall not be at the expense of another Academic Unit allocation. Nothing in this Article shall be construed as contravening Article 20.00.
- 40.60 Salary on Entry or Re-entry
 

All academic administrators as described in Article 40.31 and 40.32 upon termination of their academic administrative appointments shall re-enter the bargaining unit and the following terms and conditions shall be fulfilled:

  - (a) The President shall refer the matter of re-entry to the Pay Equity and Appointments Committee as described in Article 39.
  - (b) The Pay Equity and Appointments Committee shall examine the professorial salary of the individuals concerned. If in the opinion of the University Appointments Committee the salary of the individual(s) re-entering the bargaining unit is not consistent with the terms and conditions of the current Collective Agreement, the University Appointments Committee shall devise a formula to ensure that the salary conditions of the Employee re-entering the unit are consistent with, and compatible to, the Collective Agreement.
  - (c) The Pay Equity and Appointments Committee may, if it so desires, construct a salary formula for the re-entrant which would be implemented over three consecutive years. At the end of the aforementioned three-year period, the salary of the Employee re-entering shall be in conformity with the salary formula then in operation for the bargaining unit as a whole.
- 40.61 The above procedures shall also apply to academic administrators as described in Article 40.32 but shall be implemented only after the requirements of Article 40.32 (a) and (b) have been fulfilled.

40.62 Discipline

- (a) All academic administrators who, prior to their appointments as academic administrators or members of the Board of Governors, held faculty positions within the Association bargaining unit shall retain those faculty positions within the Association during the time they hold academic administrative or Board member positions and may not be subject to dismissal or suspension without pay for a period of greater than twenty (20) working days from those faculty positions by the Board without the Board's following the procedures of Articles 14.01, 14.06, and 14.23 – 14.40, inclusive, of the Agreement. All academic administrators who did not hold faculty positions at the time of their appointment as academic administrators, if they also receive such appointments at that time, shall not be subject to dismissal or suspension without pay for a period of greater than twenty (20) working days by the Board from such faculty positions without the Board's following the procedures of Articles 14.01, 14.06, and 14.23 – 14.40, inclusive, of the Agreement.
- (b) Notwithstanding Article 40.33, the Board acknowledges the right of the Association to represent such academic administrators described in Article 40.62 (a), including the right to grieve or pursue arbitration on behalf of such academic administrators pursuant to Article 18 and 19, inclusive, of the Agreement should an issue arise with respect to their rights under Article 14.01, 14.06, and 14.23 – 14.40 inclusive but only with respect to their faculty positions.
- (c) No provision in paragraphs (a) or (b) above shall derogate from the Board's right to discipline or dismiss any of the said academic administrators from their positions as academic administrators, in accordance with its right to do so under the Collective Agreement or otherwise, and the Association confirms that any such discipline or dismissal from an academic administrator position is not subject to grievance or arbitration under the Collective Agreement.

**Article 41.00 Commencement and Duration of Agreement**

41.10 Commencement

This Agreement shall come into effect on 1 July 2021.

41.20 Duration of the Agreement

This Agreement shall remain in effect until 30 June 2025, except for Appendices C, H, and I, which shall be re-opened for negotiation on or before 1 May 2024. It is agreed that William Kaplan, or such other arbitrator as the parties may agree to, remain seized to determine the dispute should the parties be unable to agree through negotiation.

**Article 42.00 Assistant Deans**

- 42.10 Assistant Deans may be appointed in the Faculties of Arts, Pure and Applied Science, and Professional Studies. Such appointments shall be made on the recommendation of a committee consisting of the Provost, the Academic Deans, and two (2) members from the Faculty concerned elected by the full-time Employees in that Faculty. The appointment is for up to three (3) years, carries an administrative stipend as defined in Article 21.08, and a six(6)-hour course release. The Board shall supply the necessary funds to employ a replacement to cover the course release. The incumbent shall remain a member of the bargaining unit.

## **Article 43.00 Instructors**

### **43.10 Rights and Benefits**

43.11 Instructors shall have all the rights of the current Collective Agreement excepting Articles 10.03 - 10.09, 10.20 - 10.21, 10.48, 10.60 - 10.63, 10.70, 12.23, 12.80-12.96, 17.33, 20.02 - 20.07, 24.10 – 24.11, 45, 50, 51, 55, and 59.

### **43.20 Appointment of Instructors**

43.21 There shall be five (5) types of appointments for Instructors:

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

Probationary, continuing, and CLT appointments may be made on a half-time basis. The duties of a half-time Instructor shall be one-half of the responsibilities of a full-time Instructor.

### **43.22 Probationary Appointments**

Instructors shall initially receive a probationary appointment for two (2) academic years.

- (a) Instructors converting to a probationary appointment from an Instructor CLT or part-time Instructor appointment with a minimum of two (2) academic years of experience at Acadia shall receive a probationary appointment for one (1) academic year.
- (b) Employees who are converting to a probationary appointment who have held a position with similar duties as the Instructor position shall have their time served in that position taken into consideration when determining the appropriate probationary term, which shall not exceed two (2) years.

### **43.23 Continuing Appointments**

A continuing appointment means permanency of employment subject to the convention of the Collective Agreement.

### **43.24 Contractually Limited Term**

- (a) A contractually limited term appointment may be made for varying periods of time in order to replace an Employee on leave or for other special circumstances.
- (b) A CLT Instructor position that does not replace an Instructor on Leave under Article 43.90 and has been filled under Article 43.21 (c) for five (5) consecutive years, shall be continued as a probationary appointment.

If the person holding the CLT position to be continued has held that position for at least two (2) years, they shall be offered a probationary appointment for one (1) year during which time they shall be reviewed for a continuing appointment following the procedures in Article 43.60. If they decline the probationary appointment, then the procedures in Article 43.30 shall apply.

43.25 Half-Time Appointment

Half-time appointments shall be made as defined in Article 43.21. Instructors wishing to convert their appointment to half-time status shall be governed by procedures set out in Article 10.10 - 10.12.

43.26 Part-time Appointments

Instructor positions or parts of positions may be authorized by the President and filled on a part-time basis.

43.27 Interdisciplinary Appointments

Instructors in interdisciplinary appointments shall have all the rights described in Article 15.69.

43.30 Procedures for Appointment

43.31 Temporary Appointments

In certain circumstances not otherwise provided for by this Agreement such as sickness, death, or late resignation, the Board may act through its academic administrative appointees to fill vacancies in the Academic Unit complement. Appointments so made shall be for a limited period not exceeding twelve (12) months, and the appointment procedures laid down in this Agreement shall be followed to the extent that is possible under the circumstances. All efforts shall be made to avoid delays in the process of hiring.

When an Instructor is, for medical reasons, suddenly unable to fulfill their obligations, the following guidelines shall be used in making arrangements to cover the courses affected by the Instructor's absence:

- (a) If the anticipated absence is for a period of less than two (2) weeks, it is assumed that other members of the Academic Unit shall, whenever possible, assist in the supervision and instruction of the classes and/or laboratories concerned.
- (b) If the anticipated absence is for a period of more than two (2) weeks, steps shall be taken to secure part-time assistance. Where such part-time assistance is not available, other members of the Academic Unit may assume responsibility for the courses and shall be remunerated for their services on a pro rata basis in accordance with the basic part-time credit course stipend.

43.32 Faculty members who have tenure or tenure-track appointments, probationary or continuing appointments, and faculty members who have completed two (2) consecutive years' service in a CLT position may participate in any appointment procedure, provided they have completed the Employment Equity Workshop described in Article 3.66(a). Employees on leave pursuant to Article 24 who have rights to vote as specified in this Article may exercise these rights during the leave. They shall be notified of such rights by the Head sending an e-mail to the Employees' e-mail address and must respond and exercise such rights no later than three (3) working days after the e-mail is sent.

Where conflict of interest exists, the faculty member having such conflict shall withdraw completely from the appointment procedure.

43.33 Authority to Recruit

- (a) Recruitment of Employees requires the authorization of the President or Provost. Failed searches for authorized positions do not require reauthorization.
- (b) Authorizations to recruit CLT Employees for the following academic year shall normally be given to Academic Unit Heads and Directors no later than 15 January.

43.34 Advertising

- (a) Positions shall be advertised on the advice of the Selection Committee and the Dean(s) through the office of the Provost in appropriate electronic media, academic and professional journals, including Canadian publications relevant to the particular discipline as established by the Selection Committee once the authority to fill the position has been granted. However, it is understood that advertising may be on a more local level than advertisements under Article 10.52 (a). The Selection Committee is encouraged to consult with the Employment Equity Committee to identify venues for advertising intended to reach prospective candidates from designated groups.

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

No search is required in the case of a position being filled under the auspices of Article 43.24 (b).

Upon authorization of a position, the Selection Committee shall determine by majority vote the requirements for the position in accordance with Articles 43.41 and 43.42, and the supporting documents required of candidates who wish to be considered for the position. The Selection Committee shall draft the advertisement which shall be reviewed by the Dean(s). The Dean(s) may request that the Selection Committee reconsider the draft advertisement. After consultation with the Dean(s), the Selection Committee shall approve by majority vote the advertisement. The advertisement shall indicate that all questions regarding the position requirements should be directed to the Chair of the Selection Committee. The Chair shall send the advertisement to the office of the Provost for posting.

- (b) All Advertisements shall include the following statement: "The University invites applications from all qualified individuals; however, Canadians and permanent residents shall be given priority. The University encourages applications from Indigenous people; African Canadians; African Nova Scotians; persons with disabilities; visible minorities; women; persons of any minority sexuality, gender identity or gender expression; and all intersections of these identities. Acadia embraces the principles of equity, diversity, and inclusion as fundamental in creating an expansive academic environment and champions diverse knowledge systems as pillars of academic excellence. All applicants shall be required to submit an online self-identification form (Article 3.61(i)). These forms shall be processed by Human Resources. Information provided on these forms shall be held in confidence and may only be used for employment equity purposes as agreed in Article 43.35(b) and 43.35(d)(ii). Self-identification data collected for a given employment competition shall be destroyed after all requirements to preserve documentation for that competition have expired. Only candidates who have submitted a self-identification form can be considered as members of designated groups as described in Article 3.20. The form shall include the option to not self-identify, but candidates must submit the form with their applications."

- (c) Applications shall be submitted to the Office of the Provost via a dedicated e-mail address. The Provost's Office shall ensure each applicant completes the self-identification form in (b). The Provost's Office shall forward all applications to the Chair of the appropriate Selection Committee.
- (d) All probationary positions shall be advertised.
- (e) All CLT positions to be filled by a full-time Employee shall be advertised, except:

No advertisement is necessary where an Academic Unit wishes to retain for further contractually limited appointment the services of an Instructor whose contractual limited appointment is about to expire, if two thirds of the eligible members of the Academic Unit as defined in Article 43.32 are in favour of retaining the Instructor, provided that an authorized vacancy still exists. The Head shall make available to the Academic Unit the Instructor's current CV, and shall invite the Instructor to add any other information the Instructor deems relevant. The vote shall be by secret ballot, either in person or through electronic means.

#### 43.35 Procedures within the Academic Unit

- (a) Each Academic Unit shall have a Selection Committee elected by the Academic Unit from within the Academic Unit, or where this is not possible, from cognate Academic Units as determined by the members of the Academic Unit in which the vacant position exists. For the purposes of this Article, when a member of a cognate Academic Unit is required for the Selection Committee, the decision of the Selection Committee goes directly to the Dean without being considered by the Academic Unit under 43.35 (d). The Head of the Academic Unit shall normally be the Chair of the Selection Committee which shall consist of at least three (3) persons.

In the case of interdisciplinary appointments, the Selection Committee shall consist of at least five (5) members: the Head of the home Academic Unit, who shall normally be Chair; two eligible members elected by the home Academic Unit from within the home Academic Unit, or where this is not possible, from a cognate Academic Unit as determined by the members of the home Academic Unit; and two eligible members elected by the other Academic Unit(s) from within the Academic Unit(s), or where this is not possible, from cognate Academic Units as determined by the members of the Academic Unit(s). In the case where an Interdisciplinary Program is one of the Academic Units, the Program Coordinator shall be one or both of the two members from that Academic Unit on the Selection Committee, with the other elected by the members of that Academic Unit as defined in Article 1.20.3. Each Selection Committee shall also include a non-voting member from outside of the Academic Unit(s), appointed by the Employment Equity Committee as described in Article 3.61 (the "Equity Representative"). The role of the Equity Representative is to ensure that there are discussions and considerations of equity issues by the Selection Committee at all stages in the process. If, at any point during the hiring procedures, the Equity Representative concludes that proper procedures in the Collective Agreement relating to equity are not being followed, the Equity Representative shall inform the Selection Committee. If the Selection Committee and the Equity Representative are unable to resolve the problem, the Equity Representative shall inform the Dean and the President of the Association of the situation. The Dean shall, if necessary, request the Selection Committee to reexamine its process. During this reexamination, the hiring process shall be suspended to a maximum of five (5) working days.

Instructors shall have input into hiring procedures. The Academic Unit may choose to include an Instructor on the Selection Committee.

Faculty Members who have a CLT position shall have input into hiring procedures where possible. Students shall have input into hiring procedures where possible.

A quorum shall be fifty percent (50%) plus one (1) of the faculty members on the Selection Committee.

The Chair of the Selection Committee shall verify that faculty members elected to serve on the Selection Committee have completed the Employment Equity Workshop described in Article 3.66 (a) within the last three (3) academic years. Faculty members whose equity training has expired shall not be eligible to serve on Selection Committees.

- (b) With reference to the factors in Articles 43.41 and 43.42, the Selection Committee shall establish a short list of candidates. Candidates who are demonstrably better qualified for the position as described in the advertisement and according to Articles 43.41 and 43.42 shall be shortlisted. In keeping with the principles of employment equity, when two or more candidates are similarly qualified for the position as described in the advertisement and according to Articles 43.41 and 43.42, the Chair shall send Human Resources a list of these candidates, and Human Resources shall assign a numerical rank to the candidates following the procedure in Article 3.56 (e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs. The Selection Committee shall use the ranked list to fill any remaining spaces on the shortlist. If Human Resources cannot establish a ranking, then the Selection Committee shall shortlist the candidate(s) who is best qualified for the position as described in the advertisement and according to Articles 43.41 and 43.42.

The short list shall be made available to members of the Academic Unit(s). Members of the Academic Unit(s) who wish to comment on the short list drawn up by the Committee shall have two (2) working days from the time of the distribution of the list to make their views known to the Committee. The Committee shall then finalize the short list which shall be redistributed to the members of the Academic Unit(s) and copies thereof provided to the Dean(s), Provost and President.

- (c) The Chair shall arrange for interviews of a minimum of two (2) and no more than three (3) candidates in the first instance, unless only one (1) qualified candidate has been found; further candidates may be interviewed on the approval of the Provost. All candidates selected for an interview shall be asked whether they require accommodation to ensure equal access to the interview process. No reasonable request for accommodation shall be denied. Interviews shall be conducted by the Selection Committee. Each candidate shall meet the Dean(s) or their delegate(s), either the President or the Provost, and a representative of the Association designated by the Association Executive. Whenever possible, all eligible members of the Academic Unit(s) 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. All eligible members of the Academic Unit(s) as defined in Article 43.32 shall be invited to submit individual written comments to the Selection Committee.

In the case of appointments of one (1) year or less, on-site interviews, or travel by Employees for the purpose of interviewing, shall be authorized only with the approval of the Provost upon recommendation of the Selection Committee.



In cases where on-site interviews for a CLT appointment of less than 12 months have not been authorized by the Provost, or in cases where a local candidate is available for an on-site interview and a non-local candidate is not, all interviews shall be conducted in the same manner (video or voice-only).

The short-listed candidates shall receive a pdf copy of the Collective Agreement from the Selection Committee before their interview.

- (d) (i) Following the interview process, the Selection Committee shall rank the acceptable candidate(s) based on the advertisement and according to Articles 43.41 and 43.42. When two (2) or more candidates are similarly qualified, they shall be given the same rank. The Selection Committee shall recommend the ranked list to the Academic Unit, with a rationale based on the advertisement and according to Articles 43.41 and 43.42.

The Academic Unit(s) shall conduct a majority vote by secret ballot on the recommendation of the Selection Committee. The Academic Unit(s) shall only reject the recommendation if members of the Academic Unit(s) determine that the recommendation is fundamentally flawed based on a failure to follow the processes in Article 43.35, or to consider the terms of the advertisement, or to apply Articles 43.41 and 43.42.

If the recommended ranking of the Selection Committee is rejected, the eligible members of the Academic Unit(s) as defined in Articles 43.32 shall constitute themselves as the Selection Committee and re-rank the acceptable candidates with a rationale based on the advertisement and according to Articles 43.41 and 43.42. The quorum requirements for this Selection Committee shall be fifty per cent (50%) plus one (1) of the faculty members on the committee.

Following majority approval of the ranking by the Academic Unit(s), if only one (1) candidate has been ranked first, the procedures of Article 43.35 (d) (iv) shall apply. If more than one (1) candidate has been ranked first, the procedures of Article 43.35 (d) (ii) shall apply.

- (ii) In keeping with the principle of employment equity in Article 3.20, whenever two (2) or more candidates have been assigned the same ranking by the Selection Committee in accordance with Article 43.35 (d) (i), the Chair shall send Human Resources the list of these candidates, and Human Resources shall assign them a numerical rank following the procedure in Article 3.56 (e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs.

If Human Resources cannot establish a ranking, then the Academic Unit(s) shall determine which candidate is best qualified for the position as described in the advertisement and according to Articles 43.41 and 43.42.

- (iii) Wherever possible, the Selection Committee shall ensure that the offer is made to a suitable candidate who is a Canadian citizen or permanent resident. If a suitable candidate cannot be found in the above category, the search may be widened and an offer made to a non-Canadian.
- (iv) The Selection Committee shall discuss with the recommended candidate any special conditions of appointment, such as, but not limited to, credit towards

sabbatical leave. Following this discussion, the Selection Committee shall make a recommendation to the Dean that this candidate be appointed, with a rationale of the candidate's suitability in relation to other candidates, including any information related to the application of Articles 43.35 (b) and (d) (i), (ii), and (iii). The recommendation shall include any special conditions of appointment such as, but not limited to, credit towards sabbatical leave. The Committee shall recommend an appropriate rank and suggest a salary in accordance with Article 43.54. The remaining candidates on the short list who are deemed acceptable by the Academic Unit shall be listed in order of priority. All votes on appointment recommendations within Academic Units shall be by secret ballot of those eligible to vote.

- 43.36 The recommendation of the Selection Committee shall be sent in a letter to the Dean in confidence with a copy to the President of the Association. This letter shall be written using the template in Appendix J and shall include: where and when the position was advertised, a copy of the candidate search advertisement, a list of the selection committee members, dates of selection committee meetings, candidate interview date(s), a copy of the recommended candidate's curriculum vitae, and the Recommendation to Hire form (Appendix J). For appointments that are designated as replacement positions, the letter shall indicate who is being replaced. The Association shall scrutinize all recommendations of appointments to ensure that they have been made in conformity with the terms of the Collective Agreement.

The Dean(s) shall comment in a letter on the recommendations of the Selection Committee before sending them on to the Provost, who in turn shall comment on the recommendations in a letter and shall forward these and any comments to the President of Acadia University.

- 43.37 The President or Provost or the Dean(s) may request the Academic Unit(s) to reconsider the proposed appointment, giving reasons for the request based on the criteria of Articles 43.41 and 43.42, the advertisement, and the procedures of Article 43.35. Following this reconsideration, in instances where it is requested, the recommendation(s) of the Committee shall be forwarded to the officer requesting the reconsideration for action. This correspondence shall be copied to the President of the Association.

- 43.38 A Presidential decision to reject the recommendation from an Academic Unit shall be only on the basis of academic criteria set out in Article 43.41, Article 43.42, and the advertisement. The President shall write to the Provost, Dean, and Head providing a rationale for rejecting the recommendation with a copy to the President of the Association.

- 43.39 Notification of Acceptance

The Employer shall forward a copy of the letter of acceptance of a job offer to the Association within five (5) working days of receipt.

- 43.40 Criteria for Appointment

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

- (a) verifiable academic qualifications, i.e., earned degrees, diplomas, and the like, or equivalent education and work experience, as in Article 43.83(a);
- (b) performance and potential in teaching activities. Both qualitative and quantitative aspects shall be considered. These shall include, but are not limited to, such factors as the

evaluation of past teaching performance and ability and potential to participate in and contribute to the academic programs of the Academic Unit(s);

- (c) previous contribution to an Academic Unit, faculty, or university, including course and program development;
- (d) contributions to the candidate's discipline or profession, including but not limited to service or activities in professional organizations, service programs, community service, and the like.

In evaluating (b) through (d), the Selection Committee should consider the range of activities in Article 43, Appendix I.

43.42 All the above factors shall be considered, in the priority order stated, except in the case of appointments where the advertised terms of appointment differ from the activities of most faculty. In such exceptional cases, the Selection Committee shall publish the criteria to be used for evaluation, and their relative emphasis in the job advertisement, and shall review the criteria and emphasis prior to reading the letters of application for each vacancy.

43.43 Each individual to whom an offer is made shall receive a copy of this Agreement prior to the letter of appointment being sent. The letter shall state that the appointment is subject to the terms and conditions of this Agreement.

43.44 A copy of the letter of appointment shall be sent to the Head of the Academic Unit, the Dean of the Faculty, the Provost, the Vice-President (Finance & Administration) and CFO, the Associate Vice-President (Finance) and Treasurer, the Director of Human Resources, the President of the Association, and the Chair of the Pay Equity & Appointments Committee, as described in Article 39.

43.45 Adherence to Procedures

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

43.46 The University Appointments Committee, as defined in Article 39, shall monitor and report on practices under Articles 43.24, 43.54, and 43.58 (f).

43.50 Ranks and Grid Placement at Appointment

43.51 Instructor I shall include Instructors who hold a Master's degree or equivalent education and work experience and less than four (4) years of experience.

43.52 Instructor II shall include Instructors who hold a Master's degree or equivalent education and work experience and have four (4) or more years of satisfactory work experience in a position with similar duties.

43.54 Initial Grid Step Placement

- (a) Initial placement on the grid shall be determined based on the following formula:

Individuals with Master's degree only shall be placed at Step 1.

Additional increments based on each full year (or equivalent) of experience shall be credited according to the following formula:

number of years of full-time university-level teaching or equivalent (no more than one year of credit can be accumulated in a single year)  
+ number of years of experience relevant to the position /2\*  
*\*relevant experience shall include full-time parenting*

(b) Instructor II

Individuals with Master's degree only shall be placed Step 1.

Additional increments shall be credited according to the following formula:

+ number of years of experience relevant to the position above four (4)

- (c) In exceptional circumstances, should the Academic Unit deem it necessary to place the appointee at a grid step higher than the one derived using the formula, a written rationale shall be provided to the Provost for such deviations, copied to the President of the Association. The Provost shall consider this rationale in rendering the decision on grid placement. Should negotiations of grid step placement be required, the Provost shall be the only person with authority to negotiate with the candidate. The Provost shall provide a written rationale for deviating from the above formula, copied to the President of the Association.
- (d) No new appointees shall be placed lower on the grid than the formula stipulates.
- (e) The Provost shall provide the data used to determine initial grid step placement to the Association.

43.58 Mode of Appointments

The President shall provide to each new or reappointed Instructor a letter of appointment which shall include the following:

- (a) the effective date of appointment;
- (b) the terminating date of appointment;
- (c) the type of appointment as specified in Articles 43.21-43.27 and if the appointment is interdisciplinary (Article 43.27)
- (d) the rank and salary of the Instructor as of the effective date of the appointment;
- (e) the Academic Unit to which the Instructor shall be attached;
- (f) special conditions, if any, including initial seniority in rank, promotion, or sabbatical leave, or an emphasis on the criteria for appointment, award of continuing appointment, or promotion should these differ from the requirements for most Instructors, or ratio of work allocated between Academic Units of the Interdisciplinary Appointment;
- (g) appointments normally begin on 1 July, but they may become effective on other dates; if so, Instructors shall enjoy all appropriate benefits from the date of appointment. When an appointment begins after 1 July but before or including 31 December, seniority towards award of continuing appointment, promotion, and sabbatical leave shall be

retroactive to 1 July preceding employment. When an appointment begins between 1 January and 30 June, then seniority towards continuing appointment, promotion, and sabbatical leave shall begin the following 1 July;

- (h) a statement indicating if the Instructor has the appropriate academic qualifications or equivalent education and work experience as outlined in 43.51 and 43.52 or whether further qualifications must be obtained and indicating the year by which ~~he/she~~ they should apply for continuing appointment;
- (i) an Employee who has been granted a leave in accordance with Article 24.40, 24.60 or 24.61 shall be granted an extension equal to the duration of the leave to any deadline specified in the letter of appointment.

43.60 Review for Continuing Appointment

- 43.61 (a) An Instructor on a probationary appointment shall be reviewed by their Academic Unit by 31 October of the final year of the appointment. Instructors who have been placed on pregnancy leave, sick leave for a period of at least twenty-five (25) consecutive weeks, or family leave for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during their probationary appointment shall be granted a twelve (12) month extension. The extension must be requested by 15 July of the final year of appointment (Article 12.02).

- (b) The review for a continuing appointment shall be carried out by a committee made up of the Dean, as non-voting chair of the committee, the Head, and two (2) Academic Unit members who interact professionally with the Instructor. These Academic Unit members shall be elected by eligible members of the Academic Unit (as defined in 12.10 (c) and shall have equity training (as described in 12.01 (b)).

In cases where the candidate holds an Interdisciplinary Appointment, the Committee shall be composed of a Dean, the Head(s) of the home Academic Unit(s), the Head(s) or Interdisciplinary Program Coordinator(s) of the other Academic Unit(s) and one member from each Academic Unit who interact professionally with the Instructor.

- 43.62 (a) The candidate shall submit an application providing evidence in support of continuing appointment, relating to their normal academic responsibilities as required in Article 17.01, 17.02 C, 17.03 C, 17.04, and 17.05. A list of activities which might be used for this purpose is included in Article 43 Appendix I. The review committee shall invite all Academic Unit members to submit written comments on the performance of the candidate but individuals with whom the Instructor carries out duties shall provide their written comments as part of the review process. All comments received shall be noted in the record of the review.
- (b) Once members of the Academic Unit have been consulted, the Committee shall meet to review the application. At least three (3) working days before this meeting, the Committee shall make available to the candidate any materials in the candidate's application that were not submitted by the candidate. During this meeting, the candidate shall be invited to discuss the content of the application. It is the candidate's choice to be present for this purpose. The presence or absence of the candidate shall not be used as evidence against the candidate's application. If present, the candidate shall withdraw at the completion of these discussions and the Committee shall consider its recommendation in camera. The candidate may choose to be accompanied to the meeting by an Employee who may advocate for the candidate.

- (c) If members of the Committee have concerns over any aspect of the application, the candidate shall be given an opportunity to respond to those concerns. In the event that the candidate fails to respond, the Committee may freely debate the issue(s) of concern.
- (d) The Committee shall decide by simple majority its recommendation for continuing appointment based on the profile and responsibilities outlined in Articles 17.01 through 17.05. The Dean shall notify the Provost in writing of the results of the review. The Provost may request through the Dean that the committee reconsider its recommendation if the Committee, in their opinion, has not adequately adhered to criteria and processes set out in this Article. If the Provost does not request such reconsideration, or after such reconsideration has taken place, the Provost shall transmit the decision to the President, who shall send the decision to the candidate by registered letter. The President shall transmit a recommendation in favour of an Instructor to the Board.
- (e) If a continuing appointment is denied for any reason, the Instructor may appeal to the UAC (as in Articles 12.50 and 12.60). If the candidate wishes to appeal the decision of the Committee, then within ten (10) working days of receipt of the registered letter, a notice of appeal must be sent to the Chairperson of the UAC with copies to the Dean and the Academic Unit Head.
- (f) The procedures of Article 12.60 shall apply with the DRC and URC committees being replaced by the Committee described in Article 43.61(b) with continuing appointment replacing all references to tenure.

#### 43.70 Criteria for Promotion

There shall be two (2) Instructor ranks: Instructor I and Instructor II. An Instructor is eligible for consideration for promotion at any time, the essential element in any promotion being the demonstration of a record of achievement. Time of service in a particular rank shall not be used to deny promotion to a higher rank.

A candidate's record of achievement includes teaching and service at other institutions, either prior to employment at Acadia or in parallel.

#### 43.71 The factors to be considered in assessing performance of an Instructor for promotion to ranks above Instructor I shall be:

- (a) academic or professional qualifications and experience;
- (b) performance as an Instructor;
- (c) contributions to academic programs;
- (d) service.

All of these criteria must be present in an application for promotion although they need not be present to the same degree. It is the overall assessment of the candidate, according to the above noted criteria, which must guide the Committee's evaluation.

Notwithstanding the above, candidates may elect to include scholarship in their records of achievement, including scholarship at other institutions, either prior to employment at Acadia or in parallel; if included, scholarship shall be taken into consideration.

(a) Academic or Professional Qualifications and Experience

The normal criterion shall include an earned Masters at the rank of Instructor I or higher. Equivalent qualifications or experience may be substituted, such as professional qualifications in relevant fields, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline.

(b) Performance as an Instructor

Performance as an Instructor shall be evaluated in relation to the duties of Instructor as outlined in Article 17.02 C and in relation to the Annual Career Development Meetings and supplemented by other materials provided under Article 12.03.

43.72 The Parties recognize that the nature of Instructor responsibilities and service contributions may vary from Academic Unit to Academic Unit. As a consequence, the evidence used to demonstrate levels of performance shall also vary. Further, the Parties recognize that performance as a teacher cannot be evaluated solely on the basis of student surveys but must consider the full range of activities in Appendix I (a). To assist Instructors with the preparation of their application and professional résumé, lists of activities that might be used to demonstrate the required level of competence have been appended as Appendix I. The list of activities is neither inclusive nor exclusive.

43.80 Qualifications for Promotion

43.81 Instructor II

The qualifications for promotion to Instructor II shall be possession of an earned Masters or its equivalent as specified in Article 43.71(a) and a record of accomplishment:

- (a) evidence of a positive record as an Instructor;
- (b) evidence of continuing contribution to the development of academic programs;
- (c) evidence of service to the University and academic community, the discipline, and/or the community;
- (d) the records of the annual Career Development Meetings and other materials provided under Article 12.03 shall be a primary source of information in assessing (a)-(b) above.
- (e) additional qualifications such as a Ph.D. or other professional certification or degrees may be offered at the Employee's option; if offered they shall be taken into consideration. The absence of such additional qualifications shall not be interpreted in a negative fashion.
- (f) additional evidence of relevant scholarly or professional activity may be offered by the Employee; if offered, it shall be taken into consideration. The absence of such additional qualifications shall not be interpreted in a negative fashion.

43.90 Instructor Sabbatical Leave

43.91 Instructor Sabbatical Leave is the earned right of any Instructor who is granted leave by the Sabbatical Leave Committee.

- 43.92 Instructor Sabbatical Leave is intended to provide the opportunity for an Instructor to maintain currency in their field of expertise or area of academic responsibility.
- 43.93 Those Employees who are eligible are Instructors with a continuing appointment who are in their sixth or subsequent year of consecutive service as an Employee.
- 43.94 In determination of years of service at Acadia, interrupted service may be totalled if such provision is included in the most recent letter of appointment. Years of service at a different rank or in a different type of position (e.g., Lecturer or Assistant Professor) shall be counted towards an Instructor's eligibility for Sabbatical Leave.
- 43.95 Earned periods of leave shall be a six(6)- month leave for each six (6) full years of service. Instructors whose positions are for less than twelve (12) months shall have this leave period prorated to the terms of their employment contracts.
- 43.96 Instructor leaves must be taken either between 1 July and 31 December or 1 January and 30 June of the academic year in which the leave is granted. Instructors who are eligible for a six- (6) month leave on 1 July of an academic year, but opt to take their leave from 1 January to 30 June of that year, shall be given six (6) months of credit toward a subsequent Instructor Sabbatical Leave.
- 43.97 Instructors with six (6) or more years' eligibility whose applications have been approved and who have been asked by their Academic Unit to delay for one (1) year shall be granted leave the next year and shall receive one (1) year of credit toward a subsequent Instructor Sabbatical Leave.
- 43.98 An Instructor on Instructor Sabbatical Leave shall receive 100% of salary for the first sabbatical leave, and 80% of salary for each subsequent sabbatical leave.
- The Instructor shall receive full benefits including but not limited to full group insurance and pension for the period of the leave. The Instructor shall continue to earn seniority rights and shall move normally on the grid in accordance with Article 21.00.
- The difference between an Employee's salary and their Instructor sabbatical salary shall be used to fund replacements for Instructors on Instructor sabbatical leave.
- 43.99 Procedures for Applying for Instructor Sabbatical Leave shall be in accordance with Article 24.12 -24.24
- (a) The Employee shall submit an Instructor Sabbatical Leave project which satisfies the Academic Unit and the Sabbatical Leave Committee.
  - (b) For the Instructor, the proposal (24.13 (c)) shall indicate how it shall impact on the factors outlined in Articles 17.02 C, 17.03 C, and 17.04.
  - (c) In cases where the Sabbatical Leave Committee is reviewing an application for Instructor Sabbatical Leave one of the members in 24.14 (c) shall be replaced by an appropriately elected Instructor.
  - (d) Eligible Employees may opt to defer their application for Instructor Sabbatical Leave to the following year and shall be given one (1) year of credit toward a subsequent leave. Employees shall apply for deferral in writing to the Head and send a letter stating the



dates of an intended Instructor Sabbatical Leave to the Provost by 1 October of the year preceding the year in which the Leave would normally have been taken.

#### **Article 43.00 Appendix I**

Lists of activities that might be used to demonstrate the required level of competence are presented below. Such evidence may include both quantitative and qualitative aspects. The list of activities is neither inclusive nor exclusive, nor does it imply expectations of performance. The lists are not presented in order of preference with regard to promotion but reflect activities which Instructors perform in carrying out their normal Academic Responsibilities as required in Article 17.01, 17.02 C, 17.03 C, 17.04 and 17.05.

(a) Performance as a Teacher

(i) Teaching Activities

Classroom teaching  
Counselling students on content and write-up of laboratories/studios  
Course coordination  
Course revisions  
Course work (course outlines, manuals, etc.)  
Development of teaching aids  
Guest lecturing  
Laboratory and studio teaching  
New course development and design  
Open Acadia teaching  
Participation in seminars and colloquia  
Preparation of laboratory and course material  
Supervision of advanced and graduate students, honours and practical internships, field work, and co-op programs  
Teaching innovations  
Theatre Instruction

(ii) Teaching Activity Assessment

Candidates shall present evidence of their teaching activities as part of their dossier. This could include a statement of teaching philosophy. Where the evidence relates to classroom, laboratory, studio, theatre, or workshop performance, it should be based on direct observation by peers and/or academic administrators.

(b) Service

(i) Service to the University and Academic Community

Service to the University and the academic community includes contributions to the development and effective functioning of the University through contribution to student activities, membership on Academic Unit, Faculty, Senate, University, Board and Association committees and councils; and contribution to the administrative functioning of the University as an Academic Administrator, or through administrative assignments inside and outside the Bargaining Unit; active participation in local, provincial, national and international organizations and programs related to the candidate's discipline.

(ii) Community Service

Service to the wider community includes active participation in a wide variety of governmental, societal and community institutions, programs and services, where such participation is based on the candidate's academic or professional expertise.

(iii) Scholarly Activity

Examples of scholarly activities that may be presented by a candidate for evaluation are listed alphabetically below. Candidates should organize the material in order of the significance and impact of the contribution. The candidate should be aware that materials adjudicated by external referees carry significantly more weight than do non-refereed materials. Candidates should indicate the nature of the review process for the materials included in the dossier. It is the responsibility of the candidate to contextualize the significance of the contributions, and their role in collaborative work or joint publications, so that they may be understood by a non-specialist or someone outside the discipline.

Active participation in and leadership given to professional conferences, workshops, symposia, etc.

Applications of learning technology developed under commission

Audio-visual materials and computer software/ courseware available commercially or through a publishing house provided the materials are related to scholarly activities

Awards in recognition of scholarly achievement

Books

Commercialized Courseware

Commissioned reports for external circulation

Commissioned works and special assignments

Community-engaged research activity

Contract research

Consulting or other professional activities that require research or scholarly competence

Creative work and performances

Editorial and refereeing duties

External reader on theses

Monographs

Obtained research grants and funding

Papers delivered at professional meetings, conferences and seminars

Papers in refereed or non-refereed journals

Papers/works/research in progress

Participation in external panels, seminars, etc.

Participation on editorial boards or juries for the evaluation of scholarly or creative work

Patents

Public speaking engagements related to one's academic expertise

Scholarly Translations (books, poems, etc.)

Service on external grant committees

## **Article 44.00 Open Acadia**

- 44.01 Open Acadia is the organizational unit of Acadia University primarily responsible for administering credit courses and programs through Intersession, through Extension, through the part-time M.Ed. Program, and online.

Intersession courses are those courses taught in the Spring and Summer Intersessions through Open Acadia.

Extension courses are those courses offered through Open Acadia that are taught at locations other than the Acadia campus.

Online courses are courses for which all regularly scheduled classroom time is replaced by required activities completed and managed online.

- 44.02 New Courses

The recommendation to develop a new credit course in Open Acadia shall be made by the Academic Unit Head, in consultation with the Academic Unit.

- 44.03 Development

The development of an online course entails the design of the curriculum for a credit course to be delivered online. No instance of a course shall be offered for more than twelve (12) years from the date of original development without a search. No online course shall be developed without the approval of the Committee defined in Article 44.05.

- 44.04 Redevelopment

The redevelopment of an online course entails substantial modifications to an existing online course. Minor modifications that would be considered normal course maintenance shall not constitute redevelopment. No online course shall be redeveloped without the approval of the Committee defined in Article 44.05.

- 44.05 Committee

After the Director of Open Acadia has decided whether an online course should be developed or redeveloped, a Committee shall be struck consisting of the Director of Open Acadia (or designate) and the Head (or designate) of the Academic Unit.

The Committee shall solicit written input from the incumbent indicating the extent and nature of suggested changes.

If the Committee does not reach a consensus, the matter shall be referred to the appropriate Dean for resolution.

- 44.06 No Later than Six (6) Years after Development or Redevelopment

No later than six (6) years after development or redevelopment of an online course, Open Acadia shall determine whether the course should be discontinued, redeveloped, or developed. Open Acadia shall forward those courses that it intends to offer again to the Committee.

(a) Open Acadia Authorizes Redevelopment Only

If Open Acadia has authorized redevelopment only, then the Committee shall decide whether the course should be discontinued or redeveloped.

If the Committee decides that the course should be redeveloped, a redevelopment contract shall be offered to the incumbent. If the incumbent refuses the contract, the course shall be discontinued.

(b) Open Acadia Authorizes Redevelopment or Development

If Open Acadia has authorized redevelopment or development, then the Committee shall decide whether the course should be discontinued, redeveloped, or developed.

- i) If the Committee decides on redevelopment, a redevelopment contract shall be offered to the incumbent. If the incumbent refuses the contract, a course development contract shall be authorized and the advertising and hiring procedures of Article 58 shall apply.
- ii) If the Committee has decided on development, a course development contract shall be authorized and the advertising and hiring procedures of Article 58 shall apply. If the incumbent is the successful candidate, then the Committee shall reconvene and decide whether to change the authorized development contract to a redevelopment contract.

44.07 No Later than Twelve (12) Years after Initial Development

No later than twelve (12) years after the initial development of an online course, if Open Acadia intends to offer the course again, Open Acadia shall forward the course to the Committee described in Article 44.05. The Committee shall solicit written input from the incumbent indicating the extent and nature of suggested changes. The Committee shall decide whether the course should be discontinued or continued.

If the Committee decides the course should be continued, then a course development contract shall be authorized and the advertising and hiring procedures of Article 58 shall apply.

If the incumbent is the successful candidate, the Committee shall reconvene and decide whether to change the authorized development contract to a redevelopment contract.

44.08 If, at any time after development or redevelopment, the Director of Open Acadia, or the Head believes that the course requires modifications, the Committee described in 44.05 shall be convened. The procedures outlined in Articles 44.05, and 44.06 shall apply.

44.09 The Head is responsible for approving course formats and syllabi in accordance with Article 15.50(a).

The Head shall forward their approval to Open Acadia. Should the Director of Open Acadia disagree with the Head's decision to approve course formats and syllabi, the matter shall be referred to the appropriate Dean for resolution.

44.10 Employees may work on contract with Open Acadia and such contracts shall not violate the terms of this Agreement. Appendix IA shall be used when Employees are contracted to develop an online credit courses for Open Acadia. Appendix IB shall be used when Employees are

contracted to redevelop an online credit course for Open Acadia. Appendix II shall be used when Employees are contracted to teach an online credit courses for Open Acadia. The advertising and hiring procedures of Article 58 shall apply for all development, redevelopment, and teaching contracts.

Upon payment for development or redevelopment, the course developer agrees to teach the course for a period of six (6) years or the remainder of the twelve (12) years from the original date of development, whichever is shorter.

Should the Employee become unable to teach the course, Open Acadia may contract an alternative Employee to teach the course. In such cases, the advertising and hiring procedures of Article 58 shall apply.

44.11 Full-time Employees, unless otherwise stipulated in Article 17.31, shall not be required to teach courses offered through Open Acadia. However, with the agreement of the full-time Employee, on the recommendation of the Head, and with the approval of the Dean and the Provost, a full-time Employee may teach one Open Acadia Intersession or Extension course as part of a normal teaching load. In this case, no additional stipend shall be paid to the full-time Employee, but traveling and other approved expenses shall be paid as appropriate. Employees in the School of Education are not subject to this one-course limit.

44.12 Courses offered through Open Acadia except those offered under Article 44.11 shall not be counted in calculating the teaching load of a full-time Employee, nor shall the holder of a part-time teaching appointment be considered full-time because of the teaching of such courses.

44.13 Employees working on contract with Open Acadia shall comply with the provisions of Articles 17.02 A, 17.02 C, and 17.08, except as modified as follows:

- (a) Article 17.02 A (c): for online courses, examinations are by external proctor;
- (b) Article 17.02 A (c), (d) and (e): specific requirements for duties other than the course for which the Employee is being contracted shall be articulated on the teaching contract as applicable;
- (c) Article 17.02 A (h) does not apply to online courses;
- (d) Article 17.02 A (m) does not apply.

Open Acadia shall manage the student survey process (Article 17.02 A (n)), reporting the student surveys to the Head of the appropriate Academic Unit who shall forward them to the Employee per Article 15.55. The current student survey form used by the appropriate Faculty shall be used for all Open Acadia courses.

44.14 Online Courses and Leaves

- (a) Full-time Employees shall be permitted to continue ongoing commitments to online courses through Open Acadia during Sabbatical Leave providing that they specify this commitment as part of their sabbatical plan. Full-time Employees shall be permitted to continue ongoing commitments through Open Acadia during all leaves described in Article 24 excepting Article 24.60. In cases where the Employee is unable to continue such commitment, the Employee shall inform the Director of Open Acadia, and the Director shall consult with the Head to make alternative interim teaching arrangements. Course materials developed for the purpose of teaching courses offered through Open Acadia shall be made available to the interim Employee.

- (b) Should an Employee take any leave as per Article 24 during the contracted period, the Employee shall be permitted to complete the remainder of their contract upon returning from the leave.

#### **Article 44.00 Appendix IA**

##### **ONLINE COURSE DEVELOPMENT CONTRACT**

This Course Development Agreement (the “Agreement”) is effective for a period of six (6) years from the date of written approval in accordance with 2.1 and/or 2.2 below.

BETWEEN: The Governors of Acadia University, on behalf of Open Acadia (the “Employer”)

AND

[\_\_\_\_], with an address at [\_\_\_\_] and phone number [\_\_\_\_-\_\_\_\_-\_\_\_\_] and E-mail of [\_\_\_\_] (the “Employee”).

WHEREAS: The Employer and the Employee intend this to be a contract of service to develop an online course (“Course”) that shall normally be taught by the Employee under a separate teaching contract with the Employer;

Both parties acknowledge that the Course is an integral part of Open Acadia’s program; and

The Employer and Employee acknowledge and agree that this Course may contain original expression contributed by the Employee and/or employees of the University.

THE PARTIES AGREE AS FOLLOWS:

1. **ONLINE COURSE DEVELOPMENT**
  - 1.1 The Employee shall develop the Course entitled \_\_\_\_\_.
  - 1.2 The parties agree that the Course shall be developed during the following period:  
start date - \_\_\_\_\_, 20\_\_ ; end date – \_\_\_\_\_, 20\_\_.
2. **PAYMENT**
  - 2.1 The Employee shall be paid the per course stipend (Appendix H in the case of Full-time Employees and Appendix I in the case of Part-time Employees) upon written approval of the completed course development, as per Article 44.09. This amount includes 4% vacation pay.
  - 2.2 If the course has a laboratory component that is also to be developed for online delivery the Employee shall be paid 0.5 times the per course stipend for the laboratory component (Appendix H in the case of Full-time Employees and Appendix I in the case of Part-time Employees) upon written approval of the completed laboratory development, as per Article 44.09. This amount includes 4% vacation pay.
3. **IP OWNERSHIP & GRANT OF LICENSE**
  - 3.1 The Employer and the Employee acknowledge and agree that any right, title and interest in the Course shall be owned by the Employee.

- 3.2 The Employee hereby grants the Employer the exclusive worldwide license under the Employee's title and interest in and to the Course, to reproduce, distribute and sell the Course, and to incorporate the Course, in whole or in part, into new course offerings in all media and all formats in the education market for a period of six (6) years. The IP license expiration date is six (6) years from the date of written approval in accordance with 2.1 and/or 2.2. The Employer shall not sell, assign, license or otherwise transfer the Course or portions thereof to a third party without the prior written consent of the Employee.
- 3.3 The Employee retains the right to use all or portions of the Course for research purposes, or for publication in an alternate form such as textbooks, manuals, or the like.
- 3.4 The Employee shall not use the Course, or any materials authored by them and incorporated in the Course, to develop, revise or deliver courses for use in any education market.
- 3.5 Development of online courses shall be done in accordance with Articles 44.03, 44.06 (b) and 44.07.
4. COURSE MATERIALS AND WARRANTY (COPYRIGHT)
- 4.1 The Employee warrants that all materials contributed to the Course are original or compliant with the Copyright Act. Should the Employee use students, contractors or other Acadia employees (hereafter, collectively "Participants") to assist in the development or revision of the Course, the Employee is responsible to secure an assignment of copyright rights, including a waiver of moral rights in the Course, from said Participants. These assignments and waivers shall be provided to the Employer at the Employer's request. The Employee shall not use materials from other copyrighted works or works in which the Employee has previously assigned their copyright, without the prior written consent of the copyright holder. These written consents shall be provided to the Employer at the Employer's request.
5. GENERAL
- 5.1 The Employee agrees to abide by the academic regulations and policies of Acadia University as they may be amended from time to time, including but not limited to the Open Acadia Calendar.
- 5.2 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.
- 5.3 A signed copy of all accepted contracts shall be forwarded to the Association by the Employer in accordance with 58.11 (d).

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Employer

Employee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director/Head of Academic Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Open Acadia

\_\_\_\_\_  
Date

## **Article 44.00 Appendix IB**

### **ONLINE COURSE REDEVELOPMENT CONTRACT**

This Course Redevelopment Agreement (the “Agreement”) is effective for a period of six (6) years from the date of written approval in accordance with 2.1 and/or 2.2 below, or the remainder of the twelve (12) years from the original date of written approval of course development (\_\_\_\_\_, 20\_\_\_), whichever is shorter.

BETWEEN: The Governors of Acadia University, on behalf of Open Acadia (the “Employer”)

AND

[\_\_\_\_\_] , with an address at [\_\_\_\_\_] and phone number [\_\_\_\_-\_\_\_\_-\_\_\_\_] and E-mail of [\_\_\_\_\_] (the “Employee”).

WHEREAS: The Employer and the Employee intend this to be a contract of service to redevelop an online course (“Course”) that shall normally be taught by the Employee under a separate teaching contract with the Employer;

Both parties acknowledge that the Course is an integral part of Open Acadia’s program; and

The Employer and Employee acknowledge and agree that this Course may contain original expression contributed by the Employee and/or employees of the University.

THE PARTIES AGREE AS FOLLOWS:

#### **1. ONLINE COURSE REDEVELOPMENT**

1.1 The Employee shall redevelop the Course entitled \_\_\_\_\_.

1.2 The parties agree that the Course shall be redeveloped during the following period:  
start date - \_\_\_\_\_, 20\_\_\_ ; end date - \_\_\_\_\_, 20\_\_\_.

#### **2. PAYMENT**

2.1 For redevelopment of existing courses, the Employee shall be paid 0.5 times the per-course stipend (Appendix H in the case of Full-time Employees and Appendix I in the case of Part-time Employees) upon written approval of the completed course redevelopment as per Article 44.09. This amount includes 4% vacation pay.

2.2 For redevelopment of an existing laboratory component, the Employee shall be paid 0.25 times the per course stipend for the laboratory component (Appendix H in the case of Full-time Employees and Appendix I in the case of Part-time Employees) upon written approval of the completed laboratory redevelopment as per Article 44.09. This amount includes 4% vacation pay.



3. IP OWNERSHIP & GRANT OF LICENSE

3.1 The Employer and the Employee acknowledge and agree that any right, title and interest in the Course shall be owned by the Employee.

3.2 The Employee hereby grants the Employer the exclusive worldwide license under the Employee's title and interest in and to the Course, to reproduce, distribute and sell the Course, and to incorporate the Course, in whole or in part, into new course offerings in all media and all formats in the education market for the duration of the IP license. The IP license expiration date is six (6) years from the date of written approval in accordance with 2.1 and/or 2.2, or the remainder of the twelve (12) years from the original date of written approval of course development (\_\_\_\_\_, 20\_\_\_), whichever is shorter. The Employer shall not sell, assign, license or otherwise transfer the Course or portions thereof to a third party without the prior written consent of the Employee.

3.3 The Employee retains the right to use all or portions of the Course for research purposes, or for publication in an alternate form such as textbooks, manuals, or the like.

3.4 The Employee shall not use the Course, or any materials authored by them and incorporated in the Course, to develop, revise or deliver courses for use in any education market.

3.5 Redevelopment of online courses shall be done in accordance with Article 44.04, 44.06, and 44.07.

4. COURSE MATERIALS AND WARRANTY (COPYRIGHT)

4.1 The Employee warrants that all materials contributed to the Course are original or compliant with the Copyright Act. Should the Employee use students, contractors or other Acadia employees (hereafter, collectively "Participants") to assist in the development or revision of the Course, the Employee is responsible to secure an assignment of copyright rights, including a waiver of moral rights in the Course, from said Participants. These assignments and waivers shall be provided to the Employer at the Employer's request. The Employee shall not use materials from other copyrighted works or works in which the Employee has previously assigned their copyright, without the prior written consent of the copyright holder. These written consents shall be provided to the Employer at the Employer's request.

5. GENERAL

5.1 The Employee agrees to abide by the academic regulations and policies of Acadia University as they may be amended from time to time, including but not limited to the Open Acadia Calendar.

5.2 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

5.3 A signed copy of all accepted contracts shall be forwarded to the Association by the Employer in accordance with 58.11 (d).

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Employer

Employee

---

Signature	Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date
_____ Director/Head of Academic Unit	_____ Date
_____ Dean	_____ Date
_____ Director, Open Acadia	_____ Date
_____ Director/Head of Academic Unit	_____ Date
_____ Dean	_____ Date
_____ Director, Open Acadia	_____ Date

## Article 44.00 Appendix II

### ONLINE COURSE TEACHING CONTRACT

This Course Teaching Agreement (the “Agreement”) shall be in effect until (check appropriate box):

- ☐ For the Employee who has signed a contract to develop or redevelop the course, the IP license expiration date (\_\_\_\_\_, 20 \_\_\_\_\_) from Section 3.2 of the Online Course Development or Redevelopment Contract.
- ☐ For an Employee who did not develop or redevelop the course and who is replacing an Employee who has subsequently become unable to teach the course, the IP license expiration date (\_\_\_\_\_, 20 \_\_\_\_\_), in Section 3.2 of the Online Course Development or Redevelopment Contract.
- ☐ For an Employee who did not develop or redevelop the course and who is replacing an Employee who has temporarily become unable to teach the course, the IP license expiration date (\_\_\_\_\_, 20 \_\_\_\_\_) in Section 3.2 of the Online Course Development or Redevelopment Contract, or until the original Employee returns from leave.

BETWEEN: The Governors of Acadia University, on behalf of Open Acadia (the “Employer”)

AND

[\_\_\_\_\_] , with an address at [\_\_\_\_\_] and phone number [\_\_\_\_-\_\_\_\_-\_\_\_\_] and E-mail of [\_\_\_\_\_] (the “Employee”).

WHEREAS: The Employer and the Employee intend this to be a contract of service to teach an online course (“Course”);

Both parties acknowledge that the Course is an integral part of Open Acadia’s program; and

The Employer and Employee acknowledge and agree that this Course may contain original expression contributed by the Employee and/or employees of the University.

THE PARTIES AGREE AS FOLLOWS:

1. ONLINE TEACHING COMMITMENT

- 1.1 The Employee agrees to teach the online course entitled \_\_\_\_\_ within the guidelines laid down by Faculty and Senate.

2. REMUNERATION

- 2.1 If the Employee currently holds a full-time appointment with the University, remuneration shall be determined by the stipend for online courses established in the Full-Time Employee Per Course Stipend Table, Appendix H of the Sixteenth Collective Agreement; otherwise, the remuneration shall be determined by the stipend for online courses established in the Part-Time Employee Stipend Table, Appendix I, in combination with the Employee's precedence in that same Appendix I of the Sixteenth Collective Agreement. In accordance with Article 26.63, in lieu of health and dental benefits, Part-time Employees (who have no other employment relationship with Acadia University) shall receive an additional 5% of their stipend (Appendix I).
- 2.2 If the course has a laboratory component, the Employee shall be paid a fee of 0.5 times the per-course stipend in addition to the stipend in 2.1. This amount includes 4% vacation pay.
- 2.3 If a student withdraws within two (2) weeks of registration and without having submitted any coursework, the Employee shall be paid a \$50.00 cancellation fee in lieu of the amount paid for each credit course registrant as stipulated in Appendix H or I.

3. GENERAL

- 3.1 The Employee agrees to:
- (a) abide by the academic regulations and policies of Acadia University as they may be amended from time to time, including but not limited to the Open Acadia Calendar;
  - (b) respond to student inquiries in a timely fashion;
  - (c) mark and return assignments normally within seven (7) working days;
  - (d) notify Open Acadia three (3) months in advance of any absence that will compromise their ability to teach this course.
- 3.2 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.
- 3.3 A signed copy of all accepted contracts shall be forwarded to the Association by the Employer in accordance with Article 58.11 (d).

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Employer

Employee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Director/Head of Academic Unit	Date
Dean	Date
Director, Open Acadia	Date
Director/Head of Academic Unit	Date
Dean	Date
Director, Open Acadia	Date

#### **Article 45.00 Professional Librarians**

- 45.01 Professional Librarians and Archivists shall have all the rights of the current Collective Agreement excepting Articles 10.01 – 10.80, 11.00, 12.01 (a), 12.02 – 12.27, 12.70 – 12.96, 15, 16.10 (c), 17.20 – 17.34, 17.36 – 17.37, 20.02 – 20.07, 21.09, 37.00, and 43.00.

#### **Article 50.00 Librarian Appointments**

- 50.01 Except as may be necessary for the correction of inequities as may be agreed between the Parties, the standards of Article 3.00 shall be applied in making new appointments.
- 50.02 The Provost shall determine the type of appointment when filling positions in the University library. The Provost shall authorize recruitment for positions to replace those opened through normal attrition. There shall be a minimum continuing complement of ten (10) full-time Librarians and Archivists who are members of the bargaining unit.
- 50.03 Only the following types of Librarian and Archivist appointments may be made:
- (a) continuing
  - (b) probationary
  - (c) contractually limited term (CLT)
  - (d) temporary
- Continuing, probationary, and CLT positions may be filled on a half-time basis. The duties of a half-time Librarian or Archivist shall be one-half of the responsibilities of full-time Librarians or Archivists.
- 50.05 Continuing Appointment
- Continuing appointment means permanency of employment subject to the convention of the Collective Agreement.
- A Librarian or Archivist may be appointed to a continuing appointment:
- (a) on an initial appointment upon the recommendation of the Library Selection Committee in instances where the Librarian or Archivist is leaving a continuing appointment at another Library or Archives;
  - (b) upon completing a successful probationary appointment;
  - (c) upon fulfilling the conditions outlined in Article 50.09.

50.06 Probationary Appointment

A probationary appointment means appointment for a specified probationary period, which leads upon successful completion to a continuing appointment.

- (a) A Librarian or Archivist may be appointed to a probationary position upon the recommendation of the Library Selection Committee. The probationary period shall normally be for three (3) years, but may be reduced, based on relevant professional experience, or advanced qualifications, as recognized by the University. Probationary periods shall be no less than one (1) year. The Committee shall recommend the length of the probationary period.
- (b) In all cases, the probationary period shall begin with the date of appointment. The probationary period shall be specified in the letter of appointment (Article 50.70).
- (c) A Librarian or Archivist in the first year of probation shall undertake a Career Development Meeting with the Research Services Head at the end of six (6) months and annually in any subsequent years of probation.
- (d) No later than six (6) months prior to the end of the probationary period, a Librarian or Archivist on probation shall be considered for a continuing appointment in accordance with procedures given in Article 51.00. Librarians or Archivists who have been placed on leave (other than Doctoral Study Leave as defined in Article 24.98 or Exchanges as defined in Article 24.90) for a period of at least twenty-five (25) consecutive weeks according to the appropriate procedures in Article 24 during their probationary appointments shall be granted a twelve (12) month extension for each such leave. The extension must be requested prior to the deadline cited in Article 51.01.

50.08 Contractually Limited Term Appointment

A Contractually Limited Term (CLT) appointment may be made for varying periods of time up to and including thirty-six (36) months at any given time.

A Librarian or Archivist may be appointed to a contractually limited term position upon the recommendation of the Library Selection Committee.

- (a) In the case of CLT appointments of less than six months duration, a Librarian or Archivist may be appointed by an *ad hoc* CLT Committee composed of the Research Services Head as Chair, the Dean, and two (2) Librarians or Archivists elected from the eligible members as defined in Article 50.50.
- (b) A Librarian or Archivist who has served on CLT appointments, and who is the successful candidate for a probationary appointment shall, upon the recommendation of the Library Selection Committee, be entitled to a reduction of the probationary period. No such reduction shall reduce the probationary period to less than one (1) year.
- (c) No Librarian or Archivist who has served on CLT appointments may receive a continuing appointment without being recommended for it by the Library Review Committee.
- (d) CLT appointments that do not replace Librarians or Archivists on leave are intended to provide staffing flexibility and the number of persons holding such appointments shall at no time exceed two (2), without the written consent of the Association.

50.09 Conversion of CLTs to Continuing Appointments

- (a) Any of the CLT positions which do not replace Librarians or Archivists on leave under Article 24.00 or 26.30, or do not replace Librarians or Archivists holding service or academic administrative positions, and have been filled by appointees under 50.08 for five (5) years or more continuing CLT service or seven (7) years or more of total CLT service shall be continued as continuing appointments.

CLT appointments of six (6) months or less shall count as half (0.5) a year, CLT appointments of more than six (6) months, but not greater than 12 months, shall count as one (1) year. The requirement to continue a position as probationary may be waived at the request of the Academic Unit in consultation with the Dean and subject to approval of the Provost and the Association.

- (b) The Employee who holds the CLT position shall be reviewed by the Library Review Committee for continuing appointment, the terms of which shall be no less than their current appointment, in accordance with Article 50.08. A review shall take place no later than 31 October of the fifth or seventh year of service, as appropriate.
- (c) The review for a continuing appointment shall be undertaken by Library Review Committee which shall be made up of the Research Services Head and three additional members elected from among the eligible members of the Sector as defined in Article 51.10 (e). All the members of the Sector shall be invited to submit written comments on the performance of the candidate to the Library Review Committee. These comments must be noted in the record of the review. The results of the review shall be transmitted in a letter by the Research Services Head to the Dean with a copy of the letter to the Employee. The Dean shall notify the Provost in writing. The Provost shall transmit the decision to the President, who shall send the decision to the candidate by registered letter. The President shall transmit a recommendation in favour of the Employee to the Board.
- (d) If a continuing appointment is denied for any reason, the Employee may appeal to the UAC (as in Articles 12.50 and 12.60). If the candidate wishes to appeal the decision of the committee, then within ten (10) working days of receipt of the registered letter, a notice of appeal must be sent to the Chairperson of the UAC with copies to the Dean and the Research Services Head.
- (e) The procedures of Article 12.60 shall apply with the LRC and URC committees being replaced by the committee described in Article 50.09 (c).

50.11 Conversion to Half Time Appointments

Librarians and Archivists with continuing or probationary appointments may request a half-time appointment, subject to the following conditions.

An application by a full-time Librarian or Archivist with a continuing or probationary appointment must be made to the President, with copies to the Research Services Head, Dean and Provost by the 31 December prior to the 1 July on which the change of status shall become effective. The Research Services Head, Dean and Provost must all be in agreement with the change. This agreement must also include the length of time that the half-time status shall be in effect.

The President shall provide a new appointment letter reflecting the half-time status.

- 50.12 The duties of a half-time Librarian or Archivist who is employed on a twelve- (12) month basis shall be one-half of the responsibilities and standard workload of full-time Librarians or Archivists as indicated in Article 17.01.
- Duties may be spread over the twelve- (12) month period, or may be condensed, depending upon the agreement reached by the Librarian or Archivist, the Research Services Head and the Dean.
- 50.13 The half-time Librarian or Archivist shall retain their status, rank and seniority. All half-time Librarians and Archivists shall participate, when they become eligible, in all pension and group insurance benefits.
- 50.15 All Articles of this Collective Agreement, subject to the restrictions specified in Article 45, shall apply to all half-time Librarians and Archivists.
- 50.31 In cases where a Librarian or Archivist resigns from a continuing or probationary position and insufficient time is available to follow normal appointment procedures, a CLT appointment may be made. Every effort shall be made to avoid delays in the hiring procedures.
- 50.32 Where a Librarian or Archivist is granted half-time status, and where a replacement for the reduction to the Library or Archives is authorized on the recommendation of the Librarians and Archivists, the Dean and the Provost, the level of replacement shall be CLT, and for all or part of the period during which the half-time arrangement is in place.
- 50.45 Temporary Appointments
- In certain circumstances not otherwise provided for by this Agreement such as sickness, death, or late resignation, the Board may act through its academic administrative appointees to fill vacancies. Appointments so made shall be for a limited period not exceeding twelve months and the appointment procedures laid down in this Agreement shall be followed to the extent that is possible under the circumstances. All efforts shall be made to avoid delays in the process of hiring.
- When a Librarian or Archivist is, for medical reasons, suddenly unable to fulfill her/his professional obligations, the following guidelines shall be used in making arrangements to cover the services affected by the Librarian's or Archivist's absence;
- (a) If the anticipated absence is for a period of less than two (2) weeks, it is assumed that other members of the Research Services Sector shall, whenever possible, assist in the supervision and delivery of services concerned.
  - (b) If the anticipated absence is for a period of more than two (2) weeks, steps shall be taken to secure temporary assistance. Where such assistance is not available, other members of the Sector may assume responsibility for the supervision and delivery of services concerned and shall be remunerated for their services on a pro rata basis in accordance with the basic part-time credit stipend.
- 50.50 Procedures for Appointment
- Librarians or Archivists who have continuing or probationary appointments or who have completed two consecutive years in a CLT position may participate in any appointment procedure, provided they have completed the Employment Equity Workshop described in Article 3.66(a). Employees on leave pursuant to Article 24 who have rights to vote as specified

in this Article may exercise these rights during the leave. They shall be notified of such rights by the Head sending an e-mail to the Employees' e-mail address and must respond and exercise such rights no later than three (3) working days after the e-mail is sent.

Where conflict of interest exists, the Librarian or Archivist having such a conflict shall withdraw completely from the appointment procedure.

50.51 Authority to Recruit

- (a) Recruitment of Librarians and Archivists requires the authorization of the President or the Provost. Failed searches for authorized positions do not require reauthorization.
- (b) Authorizations to recruit CLT Employees for the following academic year shall normally be given to the Research Services Head no later than 15 January.

50.52 Advertising

- (a) Positions shall be advertised on the advice of the Library Selection Committee through the office of the Provost in appropriate electronic media, academic and professional journals, including Canadian publications relevant to the library or archival profession as established by the Library Selection Committee, once the authority to fill the position has been granted. The Library Selection Committee is encouraged to consult with the Employment Equity Committee to identify venues for advertising intended to reach prospective candidates from designated groups.  
The advertisement shall designate rank, but not "step" (e.g., Librarian I or II).

Upon authorization of a position, the Selection Committee shall determine by majority vote the requirements for the position in accordance with Articles 50.61 and 50.62, and the supporting documents required of candidates who wish to be considered for the position. The Selection Committee shall draft the advertisement which shall be reviewed by the Dean(s). The Dean(s) may request that the Selection Committee reconsider the draft advertisement. After consultation with the Dean(s), the Selection Committee shall approve by majority vote the advertisement. The advertisement shall indicate that all questions regarding the position requirements should be directed to the Chair of the Selection Committee. The Chair shall send the advertisement to the office of the Provost for posting.

No search is required in the case of a position being filled under the auspices of Article 50.09.

- (b) All advertisements shall include the following statement:

“The University invites applications from all qualified individuals; however, Canadians and permanent residents shall be given priority. The University encourages applications from Indigenous people; African Canadians; African Nova Scotians; persons with disabilities; visible minorities; women; persons of any minority sexuality, gender identity or gender expression; and all intersections of these identities. Acadia embraces the principles of equity, diversity and inclusion as fundamental in creating an expansive academic environment and champions diverse knowledge systems as pillars of academic excellence.”

All applicants shall be required to submit an on-line self-identification form (Article 3.61(a)). These forms shall be processed by Human Resources. Information provided on



these forms shall be held in confidence and may only be used for employment equity purposes as agreed in Article 50.53(b) and 50.53(d)(ii). Self-identification data collected for a given employment competition shall be destroyed after all requirements to preserve documentation for that competition have expired. Only candidates who have submitted a self-identification form can be considered as members of designated groups as described in Article 3.20. The form shall include the option to not self-identify, but candidates must submit the form with their application.

- (c) Applications shall be submitted to the Office of the Provost via a dedicated e-mail address. The Provost's Office shall ensure each applicant completes the self-identification form in (b). The Provost's Office shall forward all applications to the Chair of the appropriate Selection Committee.
- (d) All Librarian and Archivist positions to be filled by an Employee shall be advertised.
- (e) All CLT positions to be filled by a full-time Employee shall be advertised, except:

No advertisement is necessary where the Sector wishes to retain for further contractually limited appointment the services of an Employee whose contractually limited appointment is about to expire, if two thirds of the members of the Sector are in favour of retaining the Employee, provided that an authorized vacancy still exists. The Head shall make available to the Academic Unit the Librarian or Archivist's current CV, and shall invite the Librarian or Archivist to add any other information the Librarian or Archivist deems relevant. The vote shall be by secret ballot, either in person or through electronic means.

- (f) All other positions shall be advertised in electronic media as deemed appropriate by the Research Services Head in consultation with the Dean in accordance with the procedures of Article(s) 50.40 and 50.45.

#### 50.53 Procedures within the Library

- (a) The Library shall have a Selection Committee having the following membership:
  - (i) the Research Services Head, who shall be Chair
  - (ii) the Dean of Libraries and Archives
  - (iii) three (3) Librarians, elected from the eligible members as defined in Article 50.50; for Archivist searches, one of the three Librarians shall be replaced by an Archivist, elected from the eligible members as defined in Article 50.50
  - (iv) a Dean or Professor chosen by the Provost

Each Selection Committee shall also include a non-voting member from outside of the Academic Unit(s), appointed by the Employment Equity Committee as described in Articles 3.61 (the "Equity Representative"). The role of the Equity Representative is to ensure that there are discussions and considerations of equity issues by the Selection Committee at all stages in the process. If, at any point during the hiring procedures, the Equity Representative concludes that proper procedures in the Collective Agreement relating to equity are not being followed, the Equity Representative shall inform the Selection Committee. If the Selection Committee and the Equity Representative are unable to resolve the problem, the Equity Representative shall inform the Dean and the President of the Association of the situation. The Dean shall, if necessary, request the Selection Committee to re-examine its process. During this re-examination, the hiring process shall be suspended to a maximum of five (5) working days.

The Chair of the Selection Committee shall verify that faculty members elected to serve on the Selection Committee have completed the Employment Equity Workshop described in Article 3.66(a). Faculty members whose equity training has expired shall not be eligible to serve on Selection Committees.

- (b) With reference to the factors in Article 50.61 and 50.62, the Selection Committee shall establish a short list of candidates which shall be made available to the Librarians and Archivists. Candidates who are demonstrably better qualified for the position as described in the advertisement and according to Article 50.61 and 50.62 shall be shortlisted. In keeping with the principles of employment equity, when two or more candidates are similarly qualified for the position as described in the advertisement and according to Article 50.61 and 50.62, the Chair shall send Human Resources a list of these candidates, and Human Resources shall assign a numerical rank to the candidates following the procedures in Article 3.56(d). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs. The Selection Committee shall use the ranked list to fill any remaining spaces on the shortlist. If Human Resources cannot establish a ranking, then the Selection committee shall shortlist the candidate(s) who is best qualified for the position as described in the advertisement and according to Articles 50.61 and 50.62. The short list shall be made available to Librarians and Archivists. Librarians and Archivists who wish to comment on the short list drawn up by the Committee shall have two (2) working days from the time of the distribution of the list to make their views known to the Committee. The Committee shall then finalize the short list which shall be redistributed to the Librarians and Archivists and copies thereof provided to the Provost and the President.
- (c) The Chair shall arrange for interviews of a minimum of two (2) and no more than three candidates in the first instance, unless only one (1) qualified candidate has been found; further candidates may be interviewed on the approval of the Provost. All candidates selected for an interview shall be asked whether they require accommodation to ensure equal access to the interview process. No reasonable request for accommodation shall be denied. Interviews shall be conducted by the Library Selection Committee. Each candidate shall meet the Provost, and a representative of the Association designated by the Association Executive. Whenever possible, Librarians and Archivists shall have an opportunity to meet with the candidates, each of whom shall, whenever possible, deliver a presentation. All eligible members of Research Services as defined in Article 50.50 shall be invited to submit individual written comments to the Selection Committee.

In the case of CLT appointments of twelve (12) months or less or part-time appointments, on-site interviews, or travel by committee members for the purpose of interviewing, shall be authorized only with the approval of the Provost upon recommendation of the Library Selection Committee.

In cases where on-site interviews for a CLT appointment of less than twelve (12) months have not been authorized by the Provost, or in cases where a local candidate is available for an on-site interview and a non-local candidate is not, all interviews shall be conducted in the same manner (video or voice only).

The short-listed candidates shall receive a pdf copy of the Collective Agreement from the Selection Committee before their interview.

- (d) (i) All Librarians and Archivists shall be invited to submit individual written comments to the Library Selection Committee. Following the interview process, and after full consideration of the written comments of Librarians and Archivists,

and comment by Library and Archives staff, the Library Selection Committee shall rank the acceptable candidate(s) based on the advertisement and according to Articles 50.61 and 50.62. When two (2) or more candidates are similarly qualified, they shall be given the same rank.

Following the ranking by the Library Selection Committee, if only one (1) candidate has been ranked first, the procedures of Article 50.53(d)(iv) shall apply. If more than one (1) candidate has been ranked first, the procedures of Article 50.53(d)(ii) shall apply.

- (ii) In keeping with the principles of employment equity in Article 3.20, when two (2) or more candidates have been assigned the same ranking by the Library Selection Committee, the Chair shall send Human Resources the list of these candidates, and Human Resources shall assign them a numerical rank following the procedure in Article 3.56(e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs.

If Human Resources cannot establish a ranking, then the Library Selection Committee shall determine which candidate is best qualified for the position as described in the advertisement and according to Articles 50.61 and 50.62.

- (iii) Wherever possible, the Library Selection Committee shall ensure that the offer is made to a suitable candidate who is a Canadian citizen or permanent resident. If a suitable candidate cannot be found in the above category, the search may be widened and an offer made to a non-Canadian.
- (iv) The Library Selection Committee shall discuss with the recommended candidate all special conditions of appointment, including, but not limited to, start-up fund, seniority toward continuing appointment, and credit towards sabbatical leave. The candidate shall be invited to submit a budget justifying any request for start-up funds beyond the minimum amount stipulated in Article 25.40. Following this discussion, the Library Selection Committee shall make a recommendation to the Provost that a specific candidate be appointed with a rationale for the candidate's suitability in relation to other candidates, including any information related to the application of Articles 50.53(b), and 50.53(d)(i) and (ii), and with reference to the criteria in Article 50.60. The recommendation shall include any special conditions of appointment such as, but not limited to, start-up funds, seniority towards continuing appointment, and credit towards sabbatical leave. The Committee shall recommend an appropriate rank and suggest a salary in accordance with Article 50.63. The remaining candidates on the short list who are deemed acceptable by the Library Selection Committee shall be listed in order of priority.

50.54 The recommendation of the Selection Committee shall be sent in a letter to the Provost in confidence with a copy to the President of the Association. This letter shall be written using the template in Appendix J and shall include: where and when the position was advertised, a copy of the candidate search advertisement, a list of the Selection Committee members, dates of Selection Committee meetings, candidate interview date(s), a copy of the recommended candidate's curriculum vitae, and the Recommendation to Hire form (Appendix J). For appointments that are designated as replacement positions, the letter shall indicate who is being replaced. The Association shall scrutinize all recommendations of appointments to ensure that they have been made in conformity with the terms of the Collective Agreement.

The Provost shall comment in a letter on the recommendation of the Selection Committee and shall forward the recommendation and any comments to the President of Acadia University.

50.55 The President or Provost may request the Library Selection Committee to reconsider the proposed appointment, giving reasons for the request based on the criteria in Article 50.61. Following this reconsideration, in instances where it is requested, the recommendation(s) of the Committee and the President shall be forwarded to the Board for its action. This correspondence shall be copied to the President of the Association.

50.56 A Presidential decision to reject the recommendation from the Library Selection Committee shall be only on the basis of the criteria set out in Article 50.61 and 50.62, and the advertisement or the procedures of Article 50.53. The President shall write to the Provost, Dean, and Head providing a rationale for rejecting the recommendation with a copy to the President of the Association.

50.57 Notification of Acceptance

The Employer shall forward a copy of the letter of acceptance of a job offer to the Association within five (5) working days of receipt.

50.60 Criteria for Appointment

50.61 The factors to be considered in assessing applicants for appointment as Librarians and Archivists to the University shall be as follows:

- (a) verifiable academic qualifications, i.e., earned degrees, diplomas, and the like. The minimum academic qualification for appointment as a Librarian is a Master of Library Science or its equivalent from an institution accredited by the American Library Association or an equivalent organization acceptable to the University. The minimum academic qualification for appointment as an Archivist is a Master of Archival Studies or an equivalent relevant degree acceptable to the University;
- (b) performance and potential as a Professional Librarian or Archivist. Both qualitative and quantitative aspects shall be considered. These shall include, but are not limited to, such factors as the number of years in the profession and records of performance. Evaluation of past performance and ability and potential to participate in and contribute to the programs of the Library or Archives shall both be considered;
- (c) previous contribution to a library or archives, university, or institution, including library or archival services and program development;
- (d) contributions to the library or archival profession, including but not limited to, service or activities in professional organizations, service programs, community service, and the like;
- (e) scholarly activity, including, but not limited to, research and publications.

In evaluating (b) through (e), the Selection Committee should consider the range of activities in Article 51, Appendix I.

50.62 The above factors shall be used by the Library Selection Committee in its evaluation of candidates. The Library Selection Committee shall state the criteria to be used for evaluation, and their relative emphasis for each vacancy prior to reading the letters of application for each vacancy.

## Initial Grid Step Placement

- (a) Initial placement on the grid shall be determined based on the following formula:

Librarian I

Individuals with terminal degree only shall be placed at Step 1.

Additional increments based on each full year (or equivalent) of experience shall be credited according to the following formula:

number of years served as full-time librarian or equivalent (no more than one year of credit can be accumulated in a single year)  
 + number of years of experience relevant to the position post first degree /2\*  
*\*relevant experience shall include full-time parenting*

Librarian II/III/IV

Individuals who are not already at the Librarian II/III/IV rank (or equivalent) shall be placed at Step 1.

Additional increments shall be credited based on the number of years at the Librarian II/III/IV rank (or equivalent).

- (b) In exceptional circumstances, should the Academic Unit deem it necessary to place the appointee at a grid step higher than the one derived using the formula, a written rationale shall be provided to the Provost for such deviations, copied to the President of the Association. The Provost shall consider this rationale in rendering the decision on grid placement. Should negotiations of grid step placement be required, the Provost shall be the only person with authority to negotiate with the candidate. The Provost shall provide a written rationale for deviating from the above formula, copied to the President of the Association.
- (c) No new appointees shall be placed lower on the grid than the formula stipulates.
- (d) The Provost shall provide the data used to determine initial grid step placement to the Association.

## Mode of Appointments

The President shall provide to each new Librarian or Archivist a letter of appointment which shall include the following:

- (a) the effective date of appointment;
- (b) the terminating date of the appointment;
- (c) the type of appointment as specified in Article 50.02;
- (d) the rank and salary of the Librarian or Archivist as of the effective date of the appointment;

- (e) special conditions, if any, including initial seniority in rank, or initial seniority toward award of continuing appointment or Sabbatical Leave, or an emphasis on the criteria for appointment, promotion and/or continuing appointment should these differ from the requirements for most Librarians and Archivists;
- (f) appointments may become effective at any time, but normally begin on 1 July. Librarians and Archivists shall enjoy all appropriate benefits from the date of appointment. Where an appointment is made after 1 July but before or including 31 December, seniority towards a continuing appointment, promotion, and sabbatical leave shall be retroactive to 1 July preceding employment. When an appointment takes effect between 1 January and 30 June, then seniority towards continuing appointment, promotion, and sabbatical leave shall begin the following 1 July;
- (g) the letter shall state that the appointment is subject to the terms and conditions of this Agreement;
- (h) a statement indicating if the Librarian or Archivist has the appropriate academic qualifications or whether further qualifications must be obtained, and indicating the year by which they should apply for continuing appointment;
- (i) a statement that if a Librarian or Archivist has been granted a leave in accordance with Article 24.40, 24.60 or 24.61, the Librarian or Archivist shall be granted an extension equal to the duration of the leave to any deadline specified in the letter of appointment;
- (j) a statement that the Librarian or Archivist is eligible to claim moving expenses according to Articles 25.30, 25.31, and 25.32.

50.71 Each individual to whom an offer is made shall receive a copy of this Agreement prior to the letter of appointment being sent. The letter shall state that the appointment is subject to the terms and conditions of this Agreement.

50.72 One copy of the letter of appointment shall be sent to each of the Research Services Head, the Dean, the Provost, the Vice-President (Finance & Administration) and CFO, the Associate Vice-President (Finance) and Treasurer, the Director of Human Resources, the President of the Acadia University Faculty Association, and the Chair of the Pay Equity & Appointments Committee, as described in Article 39.

50.80 Adherence to Procedures

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

#### **Article 51.00 Continuing Appointment and Promotion of Librarians**

51.01 The Head shall ask Librarians or Archivists by 15 June if they wish to apply for joint continuing appointment and promotion. Librarians and Archivists wishing to be considered for joint continuing appointment and promotion or promotion shall notify their Head, Dean, and the Chair of the University Review Committee (URC) of their intent by 15 July.

51.02 If one or more Librarians or Archivists indicate that they intend to apply for continuing appointment or promotion, then the Research Services Head shall so inform the Dean and the Chair of the University Review Committee (URC) by 31 July; and, in accordance with Article 51.10, establish Library Review Committees (LRCs) by 31 August.

Librarians or Archivists who wish to request an extension under the terms of Article 50.06(d) must do so by 15 July.

51.03 A Librarian or Archivist wishing to be considered for joint continuing appointment and promotion or promotion shall, by 1 September, provide the Head with a dossier that contains the following:

- (a) a complete up-to-date professional résumé that adheres to the form described in Appendix II of this Article;
- (b) a copy of the letter of appointment and any other letters relating to the candidate's current responsibilities;
- (c) a letter of application indicating progress since the candidate's initial appointment or the last promotion, whichever is the more recent;
- (d) all records and associated correspondence of career development meetings specified in Article 55 and copies of sabbatical report as per Article 24.23;
- (e) any other material that the candidate deems to be pertinent to the application. See Appendix I for guidance;
- (f) The dossier shall contain a detailed table of contents listing every individual document with a unique index code for each document. The dossier, including items (a) through (e), shall be submitted in electronic PDF or MS Word form to the Secretary of the URC. Before sending the dossier from the LRC to the URC, the candidate and the chair of the LRC shall confirm that all material listed in the index is in fact present. Electronic documents are also to be sent to the URC by the Secretary of the LRC.

51.10 Library Review Committee

- (a) There shall be a Library Review Committee ("LRC") for each application for joint continuing appointment and promotion or promotion.
- (b) It shall be the responsibility of the LRC to receive and review all applications for continuing appointment or promotion and to forward their decisions to the URC.
- (c) Those eligible to elect the LRC members shall be those in the Library holding the rank of Librarian I/Archivist I, Librarian II/Archivist II, Librarian III/Archivist III, or Librarian IV/Archivist IV, excepting those in the first year of appointment.
- (d) Each LRC shall have a membership of six (6) and be composed of:
  - (i) the Dean who shall be Chair but shall not vote except to break a tie;
  - (ii) the Head of Research Services;
  - (iii) three (3) additional Librarians or Archivists elected from among the eligible Librarians and Archivists, subject to the terms in (e) below, one of whom shall be secretary to the committee; two (2) of these members shall serve on all LRCs within a given academic year;

- (iv) If there are insufficient eligible Librarians or Archivists, then an sufficient additional number to make a total of five (5) shall be selected using the process in Article 51.10 (d) (vi);
  - (v) One (1) tenured Professor elected from the cognate list in 51.10 (d) (vi).
  - (vi) The Sector shall consult with the candidate to draw up a cognate list of eligible and willing members of other Academic Units whose interests and expertise make them appropriate members of the candidate's LRC. This list shall include a sufficient number of cognate members to meet the requirements of Articles 51.10 (d) (iv) and (v). Should the consultation result in a list of cognates exceeding the number required by 51.10 (d) (iv) and (v), the Sector members eligible to elect members to a LRC shall elect members from the aforementioned list.
  - (vii) The quorum for LRC meetings shall be five (5) members including the chair.
  - (viii) Candidates who identify as Indigenous may elect to have an Indigenous non-voting representative on their LRC. The representative shall be chosen jointly by the candidate and the LRC, in consultation with the IABC. The role of the representative is to provide advice to the Committee on any aspect of the candidate's application that may be a reflection of the candidate's heritage and/or identity. All Indigenous representatives on a LRC shall receive an appropriate honorarium as determined by the IABC.
- (e) Eligible Librarians and Archivists are those who have held their positions for a minimum of two (2) consecutive years, or who have probationary or continuing appointments; who are not applying for continuing appointment or promotion during the year of committee membership; who do not otherwise have a conflict of interest; and who have completed at least one (1) of the Equity workshops described in 12.01 (b) within the last three (3) academic years.
  - (f) If the Head is applying for continuing appointment or promotion, or has a conflict of interest with the candidate, then, during the year of application, the Head's duties on the committee shall be performed by an alternate eligible Librarian or Archivists, elected by the Librarians and Archivists eligible to elect members to a LRC. The replacement shall be for the entire academic year in which the Head is applying.

51.20 Library Review Committee Procedures

51.21 The LRCs shall review all applications for continuing appointment and promotion and forward their decisions to the URC according to the following schedule:

- (a) Joint Continuing Appointment and Promotion or Promotion to Librarian III/Archivist III: no later than 15 December of the academic year in which the appointment terminates.
- (b) Promotion to Librarian IV/Archivist IV: no later than 31 January of the academic year during which the application for promotion is made.

51.22 Each LRC must adhere to the following:

- (a) It must not use anonymous material.



- (b) The LRC shall meet at least twice. At its first meeting, the LRC shall confirm that it has been properly constituted and shall select a secretary who shall record minutes of each meeting, keep a file of all documents consulted, and ensure completion of the LRC procedure form.
- (c) Prior to inviting comments on the dossier, the LRC shall hold a meeting to verify that the dossier satisfies the requirements of Article 51.03. Should the candidate's application be incomplete, the LRC must give the candidate the opportunity to resubmit a completed application. Candidates shall have five (5) working days to resubmit a completed application.
- (d) Once the dossier is complete, the LRC must invite all eligible Librarians and Archivists as defined in 51.10(c) above, other than members of the LRC, to submit their views in writing on the suitability of the candidate's application. Eligible members of the Sector shall be given five (5) working days to submit their views. The written submissions become part of the candidate's dossier.
- (e) At least three (3) working days before its second meeting, the LRC must make available to the candidate any materials in the candidate's dossier that were not submitted by the candidate.
- (f) Once Librarians and Archivists have submitted their views, the LRC shall meet to review the application. The candidate shall be invited to discuss the contents of the dossier. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be interpreted in a negative fashion in any of the proceedings. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its decision in camera. During this meeting the candidate may choose to be accompanied to the meeting by an Employee who may advocate for the candidate.
- (g) If members of the committee have concerns over any aspect of the dossier, the candidate shall be given an opportunity to respond to those concerns. In the event that the candidate fails to respond, the committee may freely debate the issue(s) of concern.
- (h) The LRC must base its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement.

- 51.24 In arriving at its decision, the LRC may consider no material in addition to that contained in the dossier or made available during the procedure outlined in Article 51.22.
- 51.25 The LRC shall decide by simple majority its decision. The decision shall be based on the criteria and qualifications in Articles 51.80 and 51.90. In cases of a joint continuing appointment and promotion, the LRC may recommend, with the written consent of the candidate, deferral on the basis of clearly stated conditions based on the criteria in the relevant Articles of this Collective Agreement.
- 51.26 At least five (5) working days prior to forwarding its decisions to the URC, the LRC shall write a letter to the candidate, recording the decision of the committee and summarizing the views expressed by members of the LRC both for and against the decision. The candidate may reply to this letter to correct errors of fact within three (3) working days. Where the Parties agree, the deadline may be extended (1.30).

The LRC shall then revise the letter if necessary and forward it to the Chair of the URC, with a copy to the candidate. The candidate may also write to the URC at this time.

- 51.27 The Secretary of the LRC shall forward minutes of its meetings and the candidate's dossier, including the electronic copies of the dossier's contents as defined in Article 51.03, and the signed LRC procedure form to the Chair of the URC.
- 51.30 University Review Committee
- 51.31 Applications by Librarians or Archivists for continuing appointment or promotion shall be reviewed by the (URC) as specified in Articles 12.30 to 12.44.
- 51.50 University Appeals Committee
- 51.51 Appeals against determinations of the URC may be made to the University Appeals Committee (UAC) as specified in Article 12.50 to 12.61.
- 51.70 Procedures Relating to Decisions on Continuing Appointment and Promotion
- 51.71 When there is no appeal to the UAC, an application is denied if:
- (a) The URC validates a negative decision by the LRC, or
  - (b) The URC invalidates a positive decision by the LRC.
  - (c) If the URC invalidates a negative decision of the LRC, then the application shall proceed automatically to the UAC, unless the candidate chooses to withdraw their application.
- 51.72 If the President decides not to adopt the decision of the LRC, it they shall do so only on the basis of the criteria stated in the relevant Articles of this Agreement and shall give written reasons for their decision to the candidate, the URC, the LRC, and the Association.
- 51.73 In cases of continuing appointment, if the UAC's or Board's decision is that it be denied, the candidate's appointment shall terminate at the end of the current probationary term.
- 51.74 Decisions on continuing appointments shall be deferred only with the written agreement of the candidate and on the basis of clearly stated conditions based on the criteria in the relevant rticles in this Agreement. The meeting of these conditions shall result in the award of continuing appointment. Final decisions must be reached within one year, and the candidate's probationary term shall be extended to make deferral possible.
- 51.75 The President shall communicate their decisions on joint continuing appointment and promotion or promotion according to the following schedule:
- (a) Joint Continuing Appointment and Promotion/Promotion to Librarian III/Archivist III  
  
No later than 30 April of the academic year in which the application for continuing appointment is made.
  - (b) Promotion to Librarian IV/Archivist IV

No later than 31 May of the academic year in which the application for promotion is made.

51.76 Determinations on applications by Librarian or Archivist candidates for continuing appointment or promotion shall be included in the annual report summarizing the activities of the URC as specified in Article 12.76.

51.77 Determinations on applications by Librarian or Archivist candidates for continuing appointment or promotion shall be included in the annual report summarizing the activities of the UAC as specified in Article 12.77.

51.80 Criteria for Continuing Appointment and Promotion

51.81 Consideration for Promotion

A Librarian or Archivist is eligible for consideration for promotion at any time, the essential element in any promotion being the demonstration of a record of achievement. Time of service in a particular rank may not be used to deny promotion to a higher rank.

51.82 A candidate's record of achievement includes professional practice, scholarship and service at other institutions, either prior to employment at Acadia or in parallel, but must include evidence of satisfactory performance as a Librarian or Archivist, scholarly activity and service at Acadia University.

51.83 The factors to be considered in assessing performance of a Librarian or Archivist in relation to continuing appointment and promotion to ranks above Librarian II/Archivist II shall be:

- (a) academic qualifications
- (b) performance as a Librarian or Archivist
- (c) scholarly activity
- (d) service

All of these criteria must be present in an application for continuing appointment and/or promotion. Nevertheless, performance as a Librarian or Archivist shall receive greater relative emphasis than scholarly activity or service, unless stated otherwise in a candidate's letter of appointment or as indicated by the candidate's current responsibilities. It is the overall assessment that must guide the LRC's, URC's and UAC's decisions. Remuneration received in connection with the criteria shall in no way diminish their value in consideration for continuing appointment and promotion.

- (a) Academic Qualifications

The minimum criterion for Librarians is a Master of Library Science from an institution accredited by the American Library Association or an equivalent organization acceptable to the University. The minimum criterion for Archivists is a Master of Archival Studies or equivalent relevant degree acceptable to the University. Equivalent qualifications and/or experience may be substituted where a candidate has accumulated experience judged to be particularly relevant and valuable. The Letter of Appointment should state whether or not the Librarian or Archivist has the appropriate academic qualifications, or whether further qualifications must be obtained. Once a candidate has been recognized as having appropriate academic qualifications either by Letter of Appointment or by a ruling of the LRC and URC during consideration for continuing appointment or promotion, the

criterion of academic qualification shall be deemed satisfied for future consideration under this Article.

(b) Performance

Performance of library or archival responsibilities, scholarly activity and service shall be evaluated in relation to the duties expected of Librarians or Archivists in Articles 17.02 B or 17.02 C, 17.03 B, 17.04 and 17.05, and in relation to the annual Career Development Meetings and supplemented by other materials provided under Article 51.03.

51.84 The Parties recognize that the nature of library or archival responsibilities, scholarly activities and service contributions may vary from Librarian to Librarian, from Archivist to Archivist, and from time to time according to program assignments. As a consequence, the evidence used to demonstrate levels of performance shall also vary. To assist Librarians and Archivists with the preparation of their dossier and professional résumé, lists of activities that might be used to demonstrate the required level of competence in the various criteria at each rank have been appended as Appendix I. The list of activities is neither inclusive nor exclusive.

51.85 The assessment of Librarians and Archivists shall take due account of performance in the specified spheres of library or archival service and non-library or non-archival service activities, giving such performance the same relative emphasis as indicated by their order in Article 51.83, unless stated otherwise in the candidate's letter of appointment or as indicated by the candidate's current responsibilities.

51.90 Qualifications for Continuing Appointment and Promotion

51.92 Continuing Appointment

The qualifications for continuing appointment shall be:

- (a) possession of a Master of Library Science or Archival Studies or its equivalent as specified in Article 51.83(a);
- (b) evidence of satisfactory performance as a Librarian or Archivist;
- (c) evidence of involvement in scholarly activity;
- (d) evidence of participation in service activities that contribute to the function of the University.

The records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (b) – (d) above.

51.93 Librarian II/Archivist II

Promotion to the rank of Librarian II/Archivist II shall coincide with the awarding of continuing appointment for a Librarian or Archivist appointed to a Librarian I/Archivist I rank in a probationary appointment.

51.94 Promotion to ranks beyond Librarian II/Archivist II shall be based upon the criteria, with the same priority as specified in Articles 51.83 and 51.85.

51.95 Librarian III/Archivist III

Promotion to the rank of Librarian III/Archivist III shall be based upon a record of accomplishment.

- (a) evidence of a positive record of performance as a Librarian or Archivist;
- (b) evidence of accomplishment in the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity;
- (c) evidence of service to the University and discipline-related service to the academic, professional, or broader community;

The records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (a)-(c) above.

#### 51.96 Librarian IV/Archivist IV

Promotion to the rank of Librarian IV/Archivist IV shall be based upon:

- (a) evidence of a high record of performance as a Librarian or Archivist;
- (b) evidence of significant contributions to the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity;
- (c) evidence of service to the University and academic community and/or the profession and/or the community where the Employee's academic, professional and/or research interests and competencies form the basis for such participation. Such service may include contributions of leadership and innovation involving decisions and policies that have had a major beneficial influence;

The records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (a)–(c) above.

### Article 51.00 Appendix I

Lists of activities that might be used to demonstrate the required level of competence in the various criteria at each rank are presented below. Such evidence may include both quantitative and qualitative aspects. The list of activities is neither inclusive nor exclusive, nor does it imply expectations of performance. The lists are not presented in order of preference with regard to continuing appointment or promotion but reflect activities that Librarians and Archivists may perform in carrying out their normal responsibilities as required in Articles 17.01, 17.02 B or 17.03 B, 17.04 and 17.05.

- (a) Performance as a Librarian or Archivist

- Administration of library or archival services
- Class presentations
- Contribution to the delivery of library programs (Librarians)
- Delivery of archival outreach programs (Archivists)
- Delivery of information services
- Development of information literacy or archival programs (outlines for class presentations, research guides, home pages, etc.)
- Development of the library or archival collection
- Development or revision of library or archival policies and procedures
- Leadership of library or archival program and project teams
- Library orientations (Librarians)
- Participation in professional development activities

Promotion of library or archival services and collaborative programs with faculty  
Selection of library or archival materials  
Student consultation

Candidates shall present evidence of their library or archival service activities as part of their dossier.

(b) Scholarly Activity

Examples of scholarly activities that may be presented by a candidate for evaluation are listed alphabetically below. Candidates should organize the material in order of the significance and impact of the contribution. The candidate should be aware that materials adjudicated by external referees carry significantly more weight than do non-refereed materials. Candidates should indicate the nature of the review process for the materials included in the dossier. It is the responsibility of the candidate to contextualize the significance of the contributions, and their role in collaborative work or joint publications, so that they may be understood by a non-specialist or someone outside the discipline.

Active participation in and leadership given to professional conferences, workshops, symposia, etc.

Applications of learning technology developed under commission

Audio-visual materials and computer software/ courseware available commercially or through a publishing house provided the materials are related to scholarly activities

Awards in recognition of scholarly achievement

Books

Commercialized Courseware

Commissioned reports for external circulation

Commissioned works and special assignments

Community-engaged research activity

Contract research

Consulting or other professional activities that require research or scholarly competence

Creative work and performances

Editorial and refereeing duties

External reader on theses

Monographs

Obtained research grants and funding

Papers delivered at professional meetings, conferences and seminars

Papers in refereed or non-refereed journals

Papers/works/research in progress

Participation in external panels, seminars, etc.

Participation on editorial boards or juries for the evaluation of scholarly or creative work

Patents

Public speaking engagements related to one's academic expertise

Scholarly Translations (books, poems, etc.)

Service on external grant committees

(c) Service

(i) Service to the University and Academic Communities

Service to the University and the academic community includes contributions to the development and effective functioning of the University through contribution to student activities, membership on Library, Faculty, Senate, University, Board and Association committees and councils; and contribution to the administrative functioning of the University as an Academic Administrator, or through other administrative assignments inside and outside the Bargaining Unit; active participation in local, provincial, national and international organizations and programs related to the candidate's discipline.

(ii) Community Service

Service to the wider community includes active participation in a wide variety of governmental, societal and community institutions, programs and services, where such participation is based on the candidate's academic or professional expertise.

**Article 51.00 Appendix II**

CURRICULUM VITAE FORMAT

1. Name
2. Academic Qualifications including a university and professional educational history with dates for degrees and certifications;  
  
personal continuing education such as attendance at short courses, workshops, leadership training, etc.;  
  
awards, such as scholarships;  
  
employment history at Acadia and elsewhere including dates of previous promotions.
3. Performance as a Librarian or Archivist:  
  
Candidates shall be required to clearly document performance of library or archives responsibilities and should refer to Appendix I for the type of information that must be included in the section.
4. Scholarly Activity:  
  
Candidates should refer to Appendix I for suggestions as to the type of information that must be included in this section.
5. Service:  
  
Service is classified into service to the University and academic communities (Article 17.04), and community service (Article 17.05); examples of the type of service that shall be considered are found in Appendix I.

**Article 51.00 Appendix III**

LIBRARY REVIEW COMMITTEE PROCEDURE FORM

This Procedure Form is a procedural requirement intended to aid LRCs in satisfying their obligations to the URC, especially as pertaining to Article 12.31, 12.42 (b) (i) and 12.43 (b) that generally require: (12.31) *“that the DRC/LRC has followed proper procedure, has used the appropriate criteria and qualifications, as identified in the table below, and that the criteria are applied consistently across the Academic Units.”*

	Procedure	Criteria and Qualifications
Librarians and Archivists	51.10 and 51.20	51.80 and 51.90

The Procedure Form is subject to the terms and conditions of the Collective Agreement which take precedence over the Procedures Form. If any part of the Procedure Form is at variance with the terms and conditions of the Agreement, the Procedure Form shall stand corrected by those terms and conditions.

Candidate: \_\_\_\_\_  
Application: \_\_\_\_\_

Members of LRC:  
UL/Replacement \_\_\_\_\_  
Head/Replacement \_\_\_\_\_  
Cognate \_\_\_\_\_  
Dept. Member/Cognate \_\_\_\_\_  
Dept. Member/Cognate \_\_\_\_\_  
Dept. Member/Cognate \_\_\_\_\_

Enter Y (Yes), N (No), or N/A (Not Applicable) in the far left column as appropriate.

LRC Procedures		
	51.10, 51.22 (b)	This LRC was properly constituted.
	51.22 (b)	Candidate's application is complete.
	51.22 (b)	Candidate was given 5 working days to resubmit if incomplete.
	51.22 (c)	Eligible members of the Sector were invited to submit their views in writing on the suitability of the application, when dossier complete.
	51.22 (d)	Candidate had 3 working days to see any additions to the dossier before meeting with the LRC.
	51.22 (e)	Candidate was invited to a meeting to discuss contents of the dossier.
	51.22 (e)	Candidate chose to be present at the meeting.
	51.22 (e)	Candidate chose to be accompanied by an Employee advocate.
	51.22 (f)	Candidate was given the opportunity to respond to concerns about the dossier.
	51.22 (e)	LRC considered its decisions in camera.
	51.22 (a)	LRC rendered its decision without considering anonymous material, as defined in Article 1.05.
	51.24	LRC considered only material within the candidate's dossier (including that added by 51.22) when rendering its decision.
	51.22 (g)	LRC based its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement.
	51.25	LRC decided its decision by simple majority.
	51.26	LRC sent an initial Decision Letter (DL) to the candidate at least 5 working days before LRC forwarded its decision to the URC.
	51.26	Initial LR recorded the LRC's decision and summarized views expressed by members of LRC both for and against the decision.



	51.26	Candidate had 5 working days to reply to the initial DL to correct errors of fact before LRC forwarded its decision to URC.
	51.26	LRC revised the LR, if necessary, before forwarding to URC.
	51.26	LRC copied its LR to the candidate.
	51.26	LRC advised candidate of their right to write to the URC at this time.
Responsibilities to URC		
	12.31	DLR demonstrates LRC's decisions adhere to criteria and qualification of 51.80 and 51.90.
	12.31	DLR provides information sufficient for considerations of URC in 12.42 (b) (i) and 12.43 (b).
	51.27	Secretary of the LRC forwarded minutes of its meetings and the candidate's dossier and the signed LRC procedure form to the Chair of the URC.
Checklist A: Candidate's Dossier		
	51.03 (f)	Dossier is provided in pdf or MS Word document.
	51.03 (f)	The dossier includes a table of contents listing every document in dossier with unique index code.
	51.03 (a)	The dossier includes CV that conforms with Appendix II.
	51.03 (b)	The dossier includes a copy of Letter of Appointment.
	51.03 (b)	The dossier includes any other letters relating to candidate's responsibilities.
	51.03 (c)	The dossier includes an appropriate letter of application.
	51.03 (d)	The dossier includes Career Development correspondence since initial appointment or last promotion.
	51.03 (d)	The dossier includes Career Development records since initial appointment or last promotion.
	51.03 (d)	The dossier includes a copy or copies of Sabbatical reports since initial appointment or last promotion.
	51.03 (e)	The dossier includes other material deemed pertinent by the candidate.
	51.03 (f)	Contents of dossier were confirmed by candidate and Chair of LRC.
	51.03 (f)	Electronic copies of the dossier submitted to the Secretary of the URC.
Checklist B: Criteria for Continuing Appointment and Promotion		
	51.80	The LRC makes its decision based on the criteria for continuing appointment and promotion established by Article 51.80.
	51.83	The 4 criteria for assessment were academic qualifications, performance as a Librarian or Archivist, scholarly activity, and service.
	51.83	All factors are present to some degree in the candidate's application.
	51.83 (a)	The Candidate's dossier provided evidence of possession of an ALA-accredited MLS or MAS or its equivalent.
	51.83 (b)	Performance was evaluated in areas of performance as a Librarian or Archivist, scholarly activity, and service, irrespective of time in rank.
	51.83 (b)	Performance was evaluated in relation to the annual Career Development meetings as a primary source of information in assessing evidence of qualifications.
	51.83 (b)	Performance was evaluated in relation to other materials provided under Article 51.03.
Checklist C: Qualifications for Continuing Appointment and Promotion		
Continuing Appointment		
	51.92 (a)	The candidate has demonstrated possession of an ALA-accredited MLS or MAS or its equivalent (see 51.83(a)).
	51.92 (b)	The candidate has demonstrated evidence of satisfactory performance as a Librarian or Archivist.
	51.92 (c)	The candidate has demonstrated evidence of involvement in scholarly activity.
	51.92 (d)	The candidate has demonstrated evidence of participation in service activities that contribute to the functioning of the University.
Promotion to Librarian III/Archivist III		

	51.95	The candidate has demonstrated a record of accomplishment.
	51.95 (a)	The candidate has demonstrated evidence of a positive record of performance as a Librarian or Archivist.
	51.95 (b)	The candidate has demonstrated evidence of accomplishment in the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity.
	51.95 (c)	The candidate has demonstrated evidence of service to the University and discipline-related service to the academic, professional, or broader community.
Promotion to Librarian IV/Archivist IV		
	51.96 (a)	The candidate has demonstrated evidence of a high record of performance as a Librarian or Archivist.
	51.96 (b)	The candidate has demonstrated, by scholarly or professional activity, evidence of significant contributions to the profession or a relevant academic discipline to their work.
	51.96 (c)	The candidate has demonstrated evidence of service to the University and academic community and/or the profession and/or the community, such as contributions of leadership and innovation involving decisions and policies that have had a major beneficial influence.

In accordance with Articles 12.22 (b) and 12.27, I hereby submit the completed LRC Procedure Form:

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Secretary of the LRC

#### **Article 55.00 Policies and Practices in the Library**

55.10 The Library shall have a Research Services Head who represents the Research Services Sector in other areas of the Library and the University and works to achieve, in co-operation with other areas of the Library, progress and development in all matters affecting the well-being of the Sector and the Library as well as other areas of the University.

55.20 In participating in establishing and implementing Library policy with the Sector, the Head shall consult fully with members of the Sector to determine what the majority sentiment is, and shall normally proceed in accordance with this majority sentiment.

If the Head wishes to implement a policy that does not have majority support, they 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 operational or academic grounds, on budgetary grounds or on the ground that the majority sentiment is not consistent with Library and University policy at Acadia, and such grounds shall be given to the members of the Sector in writing.

55.30 The Research Services Head is responsible to the Dean for the efficient administration of the Research Services Sector in accordance with the present Agreement. If the Head has been advised by the Dean of a deficiency or an area of neglect, and no acceptable improvement results, then the provision of Article 55.50 (f) shall apply, with the appropriate substitution of Dean for Head.

55.40 The Research Services Head remains at all times a Librarian or Archivist for whom librarianship or archives management is a fundamental responsibility.

While generally responsible for communication, organization and administration within the Library's Research Services Sector, Research Services Head shall exercise the following particular responsibilities:

- (a) Formulate and recommend to the Dean library and archival policies, and the planning and development of library and archival teaching and research services, including services in support of Open Acadia.
- (b) Supervise generally the provision of services provided by the Sector and the effectiveness of these services in meeting the needs of Library and Archives users.
- (c) Make known and carry out Library, Archives, and University policies.
- (d) Conduct a career development meeting with each Librarian and Archivist holding an ongoing appointment who does not have a continuing appointment at the rank of Librarian IV/Archivist IV once a year before 15 May. For Librarians IV/Archivists IV, a career development meeting shall be held at the request of either the Employee or the Head. Librarians and Archivists on sabbatical leave during the winter term or on a full sabbatical may elect to waive the annual career development meeting in which case it shall be replaced by the filing of the Librarian's or Archivist's sabbatical report per 24.23. Employees who are on another form of leave may elect to defer the meeting until they return from the leave.
- (e) Advise Librarians and Archivists in the Sector of their professional responsibilities, as outlined in Article 17.02 B and bring to the attention of colleagues concerned any reported neglect of these responsibilities which may, if not addressed, invite disciplinary action. In such cases, the Head shall address the issue in a letter to the Librarian or Archivist concerned. The letter shall outline the nature of the problem(s) and the potential solutions. The letter shall not be interpreted by either party as a disciplinary measure.
- (f) When a Librarian or Archivist has been advised of a deficiency under Article 55.50(e) without showing an acceptable improvement, the Research Services Head shall address the issue in a letter to the Librarian or Archivist concerned. The letter shall outline the nature of the problem(s) and the solutions attempted. A copy of that letter and any response shall be submitted to the Dean. The Librarian or Archivist has the right of a response which, if written, shall be appended to all copies of the letter.
- (g) Prepare, after consultation with the Librarians and the Dean, an allocation of Library responsibilities. This consultation shall be made as early as possible. It shall normally be completed by the first day of July of the year concerned and shall be communicated to the Dean. Librarians who are dissatisfied with their allocation of duties shall have the right to put their dissatisfaction to the Dean for a decision. The Dean shall normally make a decision within fifteen (15) working days of receiving the request. In attempting to resolve the dissatisfaction, the Dean does not have the right to change the duties of a satisfied Librarian without consultation with the affected Librarian. An appeal can be made to the Provost whose decision shall be final.
- (h) After consultation with the Librarians and Archivists, and with the agreement of the Dean, take necessary action to cancel or alter services as need arises.
- (i) Prepare the Sector's budget in consultation with the members of the Sector and submit it to the Dean.

- (j) Administer the Sector's budget as authorized.
- (k) With due notice, call and chair meetings of the Sector at least once each term and as need arises.
- (l) Make arrangements for the discharge of their duties as a Head during annual vacations and other occasional absences by appointing a Designated Head from eligible Employees within the Academic Unit in accordance with Articles 16.21 and 16.22. Except in cases of annual vacation or other occasional absences, the Head shall not delegate signing authority.
- (m) Establish the type and level of service to be provided on statutory holidays, in consultation with the Dean.
- (n) Establish and chair any selection committees for the appointment of Research Services support staff and co-operate with the Human Resources Department in coordinating the administration of terms of employment. Ensure that staff in the Sector receive appropriate training and supervision.
- (o) Before exercising the foregoing responsibilities, the Head shall, whenever it is possible to do so, carry out full prior consultation with all the members of the Sector.
- (p) Advise on various leaves as outlined in Article 24.00.

55.51 On request of the Research Services Head, their Librarian or Archivist responsibilities may be reduced.

55.58 Responsibilities of the Research Services Head for Career Development Reports

The Head shall solicit from each Librarian and Archivist (excepting those exercising the sabbatical option in Article 55.50 (d)) an updated version of the Librarian's or Archivist's curriculum vitae in a form that is compatible with Article 55, Appendix II, and a completed Career Development Report (Article 55, Appendix I). Librarians and Archivists on sabbatical leave may waive the requirement to submit a curriculum vitae and Career Development Report and may instead file a sabbatical report as per Article 24.23. The CVs and Career Development Reports shall be provided in electronic format using 12-point Times New Roman font. In the case of a meeting under Article 55.60, the Librarian or Archivist shall submit these documents before they meet with the Head. By 15 June of each academic year, the Head shall send all CVs and Career Development Reports for the Employees with whom they are not meeting to the Dean for review. In the case of the Research Services Head, they shall send their curriculum vitae and Career Development Report directly to the Dean by 15 June.

55.60 Responsibilities of the Research Services Head for Career Development Meetings.

- (a) The Head has the responsibility for meeting once a year by 15 May with each Librarian and Archivist who holds an ongoing appointment, in accordance with 55.50 (d), for the purpose of discussing the Librarian's or Archivist's career profile, encouraging its positive development, and evaluating performance. This requirement may be modified as specified in Article 55.50 (d). The discussion shall be based on the responsibilities stated in Article 17.02 B, 17.03 B, 17.04 and 17.05, and the criteria stated in Article 51.80, and the information provided in the curriculum vitae and Career Development Report.

Employees returning from a leave may request a career development meeting.

- (b) The Career Development Meeting shall include all documentation or information the Librarian or Archivist or the Head deems necessary. If the Head or Dean wishes clarification of any item that cannot be adduced immediately they may reconvene the meeting within three (3) months, when the Librarian or Archivist or the Head, shall introduce such clarification to the discussion.
- (c) The objectives of the meeting are:
  - (i) To recognize and reinforce the positive contributions made by the Librarian or Archivist and to obtain an accurate written record of such contributions for inclusion in the President's Annual Report and unless the Librarian or Archivist makes written instructions to the contrary, the eventual announcements of them to the public by the administration. The foregoing does not limit Librarians and Archivists from publicizing their contributions as they see fit.
  - (ii) To discuss the immediate and long-range plans of the Librarian or Archivist for scholarly research and changes in program or Academic Unit liaison assignments, if any, in accordance with the needs of the Library or Archives, and taking into consideration their other legitimate professional commitments and the needs of the Sector.
  - (iii) To discuss the financial and time requirements of research and development of Library or Archives services and to initiate steps to obtain grants from the SSHRC, the NSERC, other external funding agencies, or the University Research Fund to facilitate such projects.
  - (iv) To plan and discuss the suitability of the Librarian's or Archivist's application to the Library Review Committee for continuing appointment and/or promotion, including time of application, criteria for such evaluations, and their performance relative to the criteria.
  - (v) The Librarian or Archivist shall indicate in this report any use of University support staff, equipment, materials, computer services, laboratories, or office space for personal use or for the use of external organizations.
  - (v) The Head and Librarian or Archivist shall develop a plan to improve areas of unsatisfactory performance.
- (d) The Head shall assess and comment on the four areas of performance outlined in Article 51.83 in a written letter to the Employee sent by 15 June. If the Head assesses performance to be unsatisfactory in any of the four areas, the Head shall provide reasons for the assessment and outline the agreed upon plan for remediation in accordance with Article 55.50(e). The letter shall be copied to the Dean. If the Librarian or Archivist disagrees with the Head's evaluation of any area, the Librarian or Archivist may append written comments to the letter by 30 June. By 15 July, the Head shall forward the curriculum vitae, the Career Development Report, and the letter with any appended comments to the Dean who shall ensure compliance with the requirements of this Article.
- (e) In the case of the Research Services Head, the career development meeting shall take place between the Head and the Dean by 30 June. The Dean shall write a letter to the

Head assessing and commenting on the four (4) areas of performance outlined in Article 51.83 by 15 July. If the Dean assesses performance to be unsatisfactory in any of the four (4) areas, the Dean shall give reasons for the assessment and outline the agreed-upon plan for remedies in accordance with 55.50 (e). If the Head disagrees with the Dean's evaluation of any area, the Head may append written comments to the letter by 31 July.

- 55.67 The Employer agrees to publicize the professional achievements of each Librarian and Archivist which they and the Head have deemed suitable for inclusion in the President's Annual Report and shall endeavour to make these achievements known to the wider public in the local and provincial media without prejudice to the achievements of any one Librarian or Archivist unless the Librarian or Archivist specifically requests that information be withheld from the public.
- 55.68 The Employer agrees that a Librarian or Archivist shall find it easier to improve their performance in an atmosphere of adequate working conditions, in order that a Librarian or Archivist has an opportunity to meet their professional duties as specified in this Article.

## Article 55.00 Appendix I

### LIBRARIAN/ARCHIVIST ANNUAL CAREER DEVELOPMENT REPORT

Librarian		Signature	
Head/Director		Signature	
Date of Meeting			

Provision of Library or Archival Services and Programs	
Developing and delivering information literacy programs:	
Delivering information services:	
Managing the development and maintenance of the library or archival collection:	
Advising on the selection of library or archival materials:	
Assisting in the management of the library or archives collections, including developing library or archival policies and procedures:	
Leading library or archival program and project teams:	
Participating in professional development activities:	
Promoting library or archival services and collaborative programs with faculty:	
Contributing to the delivery of library programs (Librarians):	
Delivering archival outreach programs (Archivists):	
Other:	
Comment on plans for upcoming year.	
Scholarly Activity	
Publication of books, articles or other materials:	
Papers/research/creative projects in progress:	
Receipts of grants and funds in support of research or creative activity:	
Presentation of papers/research at professional meetings, conferences, seminars:	
Presentation of professional techniques at workshops, symposia, conferences:	
Participation in and leadership given to professional conferences, workshops, symposia, etc.:	
Consulting and other activities which require professional or scholarly competence:	
Awards in recognition of scholarly or professional achievement:	
Comment on consulting activities re: Article 17.71:	
Other:	
Comment on plans for the future:	
Service Activity	
List committees served on at Acadia:	Comments:

List committees served on in the broader community/ government/profession related to your discipline:	Comments:
Comments on any other service activity.	
Comment on service activities for the coming year.	

## **Article 56.00 Collegial Governance**

56.10 The Parties affirm the right, privilege and responsibility of Employees to participate in collegial governance, including but not limited to the formulation and/or recommendation of policy within the University and major planning exercises and initiatives, through representation on duly constituted collegial bodies and committees.

The involvement and participation of Employees in the selection of senior academic administrators, excluding those in an acting capacity, is accepted and supported by the Parties to this Collective Agreement. Employees shall also be invited to provide confidential input on the renewal of senior academic administrators.

56.20 The Association shall have the right to appoint Employee representatives or alternates to all joint committees. The Board shall have the right to appoint Board representatives or alternates to all joint committees. Whenever possible, each Party shall provide seven (7) days' written notice to the committee of any appointments or membership changes. For the purposes of this Article, Employee shall include Part-time Employees who have been employed within the preceding eighteen (18) months.

## **Article 58.00 Per Course Position Hiring Procedures**

58.01 For the purposes of Article 58, "eligible members of the Academic Unit" shall be deemed to mean all full-time Instructors and full-time Professors within the Academic Unit, including those with an Interdisciplinary Appointment, and excluding those in their first year of a Contractually Limited Term Appointment within the Academic Unit.

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

58.05 Authority to Recruit

- (a) Recruitment of Employees requires the authorization of the President or Provost. Failed searches for authorized positions do not require reauthorization for that academic year.
- (b) Authorizations to recruit Employees for Per Course positions for the following academic year shall normally be given to the Heads/Directors/Interdisciplinary Program Coordinators no later than 15 January.

58.06 Per Course Selection Committee

- (a) Each Academic Unit shall have a standing Per Course Selection Committee(s) elected by and from the eligible members of the Academic Unit from within the Academic Unit, or where this is not possible, from cognate Academic Units as determined by the eligible members of the Academic Unit in which the vacant position exists. For the purposes of this Article, when a member of a cognate Academic Unit is required for the Per Course Selection Committee(s), the decision of the Per Course Selection Committee goes directly to the Dean without being considered by the Academic Unit. Except where there is a

conflict of interest, the Head of the Academic Unit, or designate, shall chair the Per Course Selection Committee(s) which shall consist of at least three (3) persons.

- (b) For appointments to Interdisciplinary Programs, the Per Course Selection Committee shall be elected by members of the appropriate Interdisciplinary Program as defined in Article 1.20.1. Except where there is a conflict of interest, the Interdisciplinary Program Coordinator shall be the Chair of the Per Course Selection Committee which shall consist of at least three (3) persons.
- (c) Where conflict of interest exists, the faculty member having such conflict shall withdraw completely from the appointment procedure.
- (d) A quorum shall be fifty per cent (50%) plus one (1) of the faculty members on the Per Course Selection Committee.
- (e) The Chair of the Per Course Selection Committee shall verify that faculty members elected to serve on the Per Course Selection Committee have completed the Employment Equity Workshop described in Article 3.66 (a) within the last three (3) academic years. Faculty members whose equity training has expired shall not be eligible to serve on the Per Course Selection Committee.

#### 58.09 Criteria for Appointment

All of the following factors shall be considered in assessing applicants for Per Course positions.

- (a) number of times the applicant has taught the advertised course in the last six (6) academic years at Acadia University;
- (b) verifiable academic qualifications in the advertised discipline, which may include earned degrees, diplomas, and the like, or an acceptable combination of education and experience, as in Article 12.00;
- (c) performance and potential as a teacher and lecturer. Both qualitative and quantitative aspects shall be considered. These shall include such factors as teaching experience, evaluation of past teaching performance, and ability to fulfill the requirements for the advertised position. For online courses, experience in developing or delivering online courses shall be considered;
- (d) representation of designated groups identified in Article 3.20, in the Academic Unit based on self-identification information provided by Human Resources.

The above factors shall be used by the Selection Committee in its evaluation of candidates.

#### 58.10 Advertising

- (a) All positions authorized as Per Course for the teaching of credit courses shall be advertised by the following procedures:
  - (i) Upon authorization of a Per Course position, the Per Course Selection Committee shall determine by majority decision the requirements for the position in accordance with Article 58.09 (b), (c) and (d), and the supporting documents required of candidates who wish to be considered for the position. The Chair shall communicate these requirements to Human Resources who shall generate



advertisements that include the statement in Article 10.52 (b). All applicants shall be required to submit an online self-identification form (Article 3.61 (i)). These forms shall be processed by Human Resources. Information provided on these forms may only be used for employment equity purposes. Only candidates who have submitted a self-identification form can be considered as members of designated groups as described in Article 3.20.

- (ii) All Per Course position advertisements shall include the following statement: “The University invites applications from all qualified individuals; however, Canadians and permanent residents shall be given priority. First consideration shall be given to internal candidates as defined in Article 58.11 (b) (i) of the Collective Agreement.”
- (b) Human Resources shall post the advertisement on the HR website. To the extent feasible, Per Course positions shall be advertised for ten (10) working days. Human Resources shall forward copies of all advertisements to the President of the Association.
- (c) Applications in response to postings and advertisements for Per Course positions shall be submitted in writing to Human Resources which shall forward them according to the procedures in Article 58.11 (a).
- (d) In the event of an emergency or if a vacancy occurs within four (4) weeks of the start date of the position or if a posting for a Per Course credit course results in a failed search, the Employer shall address the assignment giving consideration to Articles 11.12 (a), 11.12 (b) and 11.12 (m).

#### 58.11 Procedures for Appointment

- (a) Human Resources shall forward to the Chair of the Per Course Selection Committee the list of applicants, their supporting documents, and the Precedence List (including the number of times each applicant has taught the advertised course in the last six (6) academic years). Human Resources shall also forward to the Chair a list of any applicants who are members of designated groups under Article 3.20. These applicants shall be ranked in order of how under-represented each one's group(s) is within the Academic Unit(s). Human Resources shall not disclose any information that identifies to which designated group(s) a candidate belongs.
- (b) First Consideration of Internal Applicants
  - (i) Internal applicants are all individuals on the Precedence List as defined in Articles 11.12 (a), 11.12 (b) and 11.12 (m) and all Full-time Employees.
  - (ii) The Per Course Selection Committee shall meet to assess the internal applicants and draw up a ranked list of acceptable internal applicants, with a rationale, based on the criteria in Article 58.09. When two (2) or more candidates are similarly qualified, they shall be given the same rank.
  - (iii) In keeping with the principles of employment equity, when two (2) or more candidates have been given the same rank, the Chair shall send Human Resources a list of these candidates, and Human Resources shall assign a numerical rank to the candidates following the procedure in Article 3.56 (e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs. If Human Resources cannot establish a ranking, then the Per Course

Selection Committee shall determine a ranking of the similarly qualified candidates based on the advertisement and according to Article 58.09.

- (iv) The Chair shall offer the position by e-mail to the highest-ranked internal applicant. The e-mail shall include the course number and description, the assigned time slot and the duration, and the deadline by which the applicant must accept the offer.

If the internal applicant wishes to accept the offer, that person must do so in writing to the Chair within five (5) working days after the offer was made. If the internal applicant declines the offer, or does not respond within the allotted time, the Chair shall repeat the process with the next-highest-ranked internal applicant until an offer is accepted or until no acceptable internal applicant remains.

Once an offer has been accepted, the Chair shall declare the position filled. The Chair shall send the Recommendation to Hire Form (Appendix J) to the appropriate Dean and Academic Unit(s) with a copy to the President of the Association. For appointments that are designated as replacement positions, the Recommendation to Hire Form (Appendix J) shall indicate who is being replaced. An Offer of Employment shall be sent as per 58.11(d).

(c) Consideration of External Applicants

- (i) Should there be no internal applicants for the position or if no internal applicant accepts an offer, the Per Course Selection Committee shall meet to assess the external applicants based on the advertisement and using the criteria of Article 58.09. The Per Course Selection Committee shall draw up a short list of no more than three (3) candidates.

Candidates who are demonstrably better qualified for the position as described in the advertisement and according to Article 58.09 shall be shortlisted. In keeping with the principles of employment equity, when two (2) or more candidates are similarly qualified, the Chair shall send Human Resources a list of these candidates, and Human Resources shall assign a numerical rank to the candidates following the procedure in Article 3.56 (e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs. The Per Course Selection Committee shall use the ranked list to fill any remaining spaces on the shortlist. If Human Resources cannot establish a ranking, then the Selection Committee shall shortlist the candidates(s) who is best qualified for the position as described in the advertisement and according to Article 58.09.

The short list shall be made available to members of the Academic Unit(s). Eligible members of the Academic Unit(s) who wish to comment on the shortlist drawn up by the Per Course Selection Committee shall have two (2) working days from the time of distribution of the list to make their views known to the Per Course Selection Committee. The Per Course Selection Committee shall then finalize the short list which shall be redistributed to the members of the Academic Unit(s) and copies thereof provided to the Dean(s), the Provost, and the President of the Association.

- (ii) The Chair shall arrange for interviews of all shortlisted candidates. Interviews shall be conducted by the Per Course Selection Committee in the same manner (in person, video, or voice-only). Following the interview process, the Per Course

Selection Committee shall rank the acceptable candidates(s) based on the advertisement and according to Article 58.09. When two (2) or more candidates are similarly qualified, they shall be given the same rank. The Per Course Selection Committee shall recommend the ranked list to the Academic Unit(s), with a rationale based on the advertisement and according to the criteria in Article 58.09.

The Academic Unit(s) shall conduct a majority vote by secret ballot on the recommendation of the Per Course Selection Committee. The Academic Unit(s) shall only reject the recommendation if members of the Academic Unit(s) determine that the recommendation is fundamentally flawed based on a failure to follow the processes in Article 58.11, or to consider the terms of the advertisement or to apply Article 58.09.

If the recommended ranking of the Per Course Selection Committee is rejected, then eligible members of the Academic Unit(s) as defined in Article 58.01 shall constitute themselves as the Per Course Selection Committee and re-rank the acceptable candidates with a rationale based on the advertisement and according to Article 58.09. The quorum requirements for this Per Course Selection Committee shall be fifty per cent (50%) plus one (1) of the faculty members on the committee.

Following majority approval of the ranking by the Academic Unit(s), if only one (1) candidate has been ranked first, the procedures of Article 58.11 (c) (v) shall apply. If more than one (1) candidate has been ranked first, then the procedures of Article 58.11 (c) (iii) shall apply.

- (iii) In keeping with the principle of employment equity in Article 3.20, whenever two (2) or more candidates have been assigned the same ranking by the Per Course Selection Committee in accordance with Article 58.11 (c) (ii), the Chair shall send Human Resources the list of these candidates, and Human Resources shall assign them a numerical rank following the procedure in Article 3.56 (e). Human Resources shall not disclose any information that identifies to which designated group a candidate belongs.
- (iv) If Human Resources cannot establish a ranking, then the Per Course Selection Committee shall determine which candidate is best qualified for the position as described in the advertisement and according to Article 58.09.
- (v) The Per Course Selection Committee shall make a recommendation to the Dean that the highest ranked candidate be appointed, with a rationale for the candidate's suitability in relation to the other shortlisted applicants, and with reference to the criteria in Article 58.09. The decision of the Per Course Selection Committee shall be sent, via the Recommendation to Hire Form (Appendix J), to the appropriate Dean and Academic Unit(s) with a copy to the President of the Association. For appointments that are designated as replacement positions, the Recommendation to Hire Form (Appendix J) shall indicate who is being replaced.
- (vi) If the Dean deems the Per Course Selection Committee to have satisfactorily carried out its obligations under Article 58.09, 58.10, and 58.11, the Dean shall endorse the selection. The Dean shall send a letter of offer to the successful candidate with a copy to the Head(s), the Chair of the Per Course Selection Committee, Human Resources, the Provost, and the Association. If the Dean deems that the Per Course Selection Committee did not satisfactorily carry out its

obligations under Article 58.09, 58.10, or 58.11, they shall reject the recommendation.

(d) Offers of Employment

Except in circumstances described in 58.10 (d), the Employer shall e-mail and mail Offers of Employment by the following dates: 15 July for the Fall term, 15 November for the Winter term, 15 March for the Spring Intersession, and 15 April for the Summer Intersession. The Offer of Employment shall include an updated link (url) to the Collective Agreement. The Employer shall, on or before 15 May of each year, advise the Association of all Per Course appointments for both Intersessions.

Candidates shall inform the Employer, in writing, within fifteen (15) working days after the date of the e-mailed Offer of Employment whether or not they accept the position. The Employer shall forward a copy of the letter of acceptance to the Association within ten (10) working days of receipt of the letter.

- (e) An employment contract to instruct on-campus, Fall or Winter, three- (3) or six- (6) credit- hour courses shall, if possible, begin two (2) weeks prior to the start of the first scheduled class.
- (f) Where a letter/contract of appointment has been accepted/signed by the applicant and the course is subsequently cancelled by the Employer, the applicant shall be paid a cancellation stipend of two hundred dollars (\$200) if the cancellation occurs within two (2) weeks prior to the start of class during the academic year.
- (g) All offers of employment are conditional.
- (h) The Recommendation to Hire Form (Appendix J) shall be developed jointly by the Office of the Provost and the Association. Any changes to the content of the Recommendation to Hire Form (Appendix J) shall be approved by both Parties.

**Article 59.00 Art Gallery Curator**

59.01 The Curator shall have all the rights of the current Collective Agreement excepting Articles 10, 11, 12.01 (a), 12.02-12.27, 12.70-12.96, 15, 16, 17.08, 17.20-17.33, 17.36-17.37, 17.40, 17.50, 20.02-20.07, 21.07, 21.09, 37, 43, 45, and 50.02.

59.03 Appointment of Curator

Only the following types of appointment may be made:

- (a) probationary
- (b) continuing
- (c) contractually limited term (CLT)
- (d) temporary

Probationary, continuing, and CLT positions may be filled on a half-time basis. The duties of a half-time Curator shall be one-half the responsibilities of a full-time Curator.

59.50 Procedures for Appointment

Article 50.00 of the Collective Agreement shall be considered to apply, substituting Curator, Dean, and Gallery for Librarian, Head, and Library respectively where the context so requires.

The Library Selection Committee for the Curator shall be composed of the Dean of Arts, who shall be Chair; one (1) Professor elected from and by eligible members within the Faculty of Arts; and one (1) Librarian or Archivist elected by eligible Librarians and Archivists.

59.60 Criteria for Appointment

59.61 The factors to be considered in assessing applicants for an appointment as Curator shall be as follows:

- (a) verifiable academic qualifications, i.e. earned degrees, diplomas, and the like. The minimum academic qualification for appointment as a Curator is a Master's degree in Museum Studies or an equivalent relevant degree;
- (b) performance and potential as a Curator. Both qualitative and quantitative aspects shall be considered. These shall include such factors as the number of years in the profession and records of performance. Evaluation of past performance and ability and potential to develop the programs of the Gallery shall both be considered;
- (c) previous contribution to a gallery, university, or institution, including program development;
- (d) scholarly activity, including, but not limited to, research and publications;
- (e) contributions to the discipline or profession, including but not limited to, service or activities in professional organizations, service programs, community service, and the like.

In evaluating (b) through (e), the Selection Committee should consider the range of activities in Article 59, Appendix I.

59.65 Career Development

Career development reports and meetings for the Curator shall follow the procedures of Articles 55.50 (d), 55.58, and 55.60, with the Dean of Arts taking the place of the Head.

59.70 Continuing Appointment and Promotion

Article 51.00 of the Collective Agreement shall be considered to apply, substituting Curator, Dean, and Gallery for Librarian, Head, and Library respectively where the context so requires, and using the Procedure Form in Article 59, Appendix II. The Library Review Committee for the Curator shall be composed of the Dean of Arts, who shall be non-voting chair; two (2) Professors elected by and from eligible members of the Faculty of Arts; two (2) Librarians or Archivists elected by eligible Librarians and Archivists; and one Professor elected from the cognate list. A quorum shall be five (5) members.

59.80 Criteria for Continuing Appointment and Promotion

59.83 The factors to be considered in assessing performance as a Curator in relation to continuing appointment and promotion to ranks above Curator II shall be:

- (a) academic qualifications;
- (b) performance as a Curator;
- (c) scholarly activity;
- (d) service.

All of these criteria must be present in an application for continuing appointment and/or promotion. Nevertheless, performance as a Curator shall receive greater relative emphasis than scholarly activity or service, unless stated otherwise in a candidate's letter of appointment or as indicated by the candidate's current responsibilities. It is the overall assessment that must guide the LRC's, URC's, and UAC's decisions. Remuneration received in connection with the criteria shall in no way diminish their value in consideration for continuing appointment and promotion.

(a) Academic Qualifications

The minimum criterion is a Master of Museum Studies or an equivalent relevant degree. Equivalent qualifications and/or experience may be substituted where a candidate has accumulated experience judged to be particularly relevant and valuable. The Letter of Appointment should state whether or not the Curator has the appropriate academic qualifications, or whether further qualifications must be obtained. Once a candidate has been recognized as having appropriate academic qualifications either by Letter of Appointment or by a ruling of the LRC and URC during consideration for continuing appointment or promotion, the criterion of academic qualifications shall be deemed satisfied for future consideration under this Article.

(b) Performance

Performance of Gallery responsibilities, scholarly activity, and service shall be evaluated in relation to the duties expected of Curators in Article 17.02 D, 17.03 D, 17.04, and 17.05, and in relation to the annual Career Development Meetings and supplemented by other materials provided under Article 51.03.

59.85 The assessment of the Curator shall take due account of performance in the specified spheres of Gallery service and non-Gallery service activities, giving such performance the same relative emphasis as indicated by their order in Article 59.83, unless stated otherwise in the candidate's letter of appointment or as indicated by the candidate's current responsibilities.

59.90 Qualifications for Continuing Appointment and Promotion

59.92 Continuing Appointment

The qualifications for continuing appointment shall be:

- (a) possession of a Master's degree or its equivalent as specified in Article 59.83 (a);
- (b) evidence of satisfactory performance as a Curator;
- (c) evidence of involvement in scholarly activity;
- (d) evidence of participation in activities that contribute to the functioning of the University;
- (e) the records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (b) - (d) above.

59.93 Curator II

Promotion to the rank of Curator II shall coincide with the awarding of continuing appointment for a Curator appointed to a Curator I position in a probationary appointment.

59.94 Promotion to ranks beyond Curator II shall be based upon the criteria, with the same priority as specified in Articles 59.83 and 59.85.

59.95 Curator III

Promotion to the rank of Curator III shall be based upon a record of accomplishment.

- (a) evidence of a positive record of performance as a Curator;
- (b) evidence of accomplishment in the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity;
- (c) evidence of service to the University and academic community, the profession, and/or the community;
- (d) the records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (a) - (c) above.

59.96 Curator IV

Promotion to the rank of Curator IV shall be based upon:

- (a) evidence of a high record of performance as a Curator;
- (b) evidence of significant contribution to the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity;
- (c) evidence of service to the University and academic community and/or the profession and/or the community where the Employee's academic, professional, and/or research interests and competencies form the basis for such participation. Such service may include contributions of leadership and innovation involving decisions and policies which have had a major beneficial influence;
- (d) the records of annual Career Development Meetings and other materials provided under Article 51.03 shall be a primary source of information in assessing (a) - (c) above.

**Article 59.00 Appendix I**

Lists of activities that might be used to demonstrate the required level of competence in the various criteria at each rank are presented below. Such evidence may include both quantitative and qualitative aspects. The list of activities is neither inclusive nor exclusive, nor does it imply expectations of performance. The lists are not presented in order of preference with regard to continuing appointment or promotion but reflect activities that the Curator may perform in carrying out their normal responsibilities as required in Articles 17.01, 17.02 D, 17.03 D, 17.04 and 17.05.

- (a) Performance as a Curator

Administration of Gallery services

Class presentations

Development and delivery of Gallery outreach programs, including tours and workshops

Development and research of Gallery exhibitions

Development and delivery of visual literacy programs

Development and maintenance of the Gallery collection

Development or revision of Gallery policies and procedures

Participation in professional development activities

Promotion of Gallery services and collaborative programs with faculty  
Student consultation

Candidates shall present evidence of their Gallery service activities as part of their dossier.

(b) Scholarly Activity

Examples of scholarly activities that may be presented by a candidate for evaluation are listed alphabetically below. Candidates should organize the material in order of the significance and impact of the contribution. The candidate should be aware that materials adjudicated by external referees carry significantly more weight than do non-refereed materials. Candidates should indicate the nature of the review process for the materials included in the dossier. It is the responsibility of the candidate to contextualize the significance of the contributions, and their role in collaborative work or joint publications, so that they may be understood by a non-specialist or someone outside the discipline.

Active participation in and leadership given to professional conferences, workshops, symposia, etc.

Applications of learning technology developed under commission

Audio-visual materials and computer software/ courseware available commercially or through a publishing house provided the materials are related to scholarly activities

Awards in recognition of scholarly achievement

Books

Commercialized Courseware

Commissioned reports for external circulation

Commissioned works and special assignments

Community-engaged research activity

Contract research

Consulting or other professional activities that require research or scholarly competence

Creative work and performances

Editorial and refereeing duties

External reader on theses

Monographs

Obtained research grants and funding

Papers delivered at professional meetings, conferences and seminars

Papers in refereed or non-refereed journals

Papers/works/research in progress

Participation in external panels, seminars, etc.

Participation on editorial boards or juries for the evaluation of scholarly or creative work

Patents

Public speaking engagements related to one's academic expertise

Scholarly Translations (books, poems, etc.)

Service on external grant committees

(c) Service

(i) Service to the University and Academic Communities

Service to the University and the academic community includes contributions to the development and effective functioning of the University through contribution to student activities, membership on Library, Faculty, Senate, University, Board and Association committees and councils; and contribution to the administrative functioning of the University as an Academic Administrator, or through other



administrative assignments inside and outside the Bargaining Unit; active participation in local, provincial, national and international organizations and programs related to the candidate's discipline.

(ii) Community Service

Service to the wider community includes active participation in a wide variety of governmental, societal and community institutions, programs and services, where such participation is based on the candidate's academic or professional expertise.

## Article 59.00 Appendix II

### LIBRARY REVIEW COMMITTEE PROCEDURE FORM (Curator)

This Procedure Form is a procedural requirement intended to aid LRCs in satisfying their obligations to the URC, especially as pertaining to Article 12.31, 12.42 (b) (i) and 12.43 (b), which generally require: (12.31) "that the DRC/LRC has followed proper procedure, has used the appropriate criteria and qualifications, as identified in the table below, and that the criteria are applied consistently across the Academic Units."

	Procedure	Criteria and Qualifications
Curator	51.10 and 51.20	59.80 and 59.90

The Procedure Form is subject to the terms and conditions of the Collective Agreement which take precedence over the Procedures Form. If any part of the Procedure Form is at variance with the terms and conditions of the Agreement, the Procedure Form shall stand corrected by those terms and conditions.

Academic Unit: \_\_\_\_\_  
 Candidate: \_\_\_\_\_  
 Application: \_\_\_\_\_

Members of LRC: \_\_\_\_\_  
 Dean/Replacement \_\_\_\_\_  
 Cognate \_\_\_\_\_  
 Professor/Cognate \_\_\_\_\_  
 Professor/Cognate \_\_\_\_\_  
 Librarian/Archivist/Cognate \_\_\_\_\_  
 Librarian/Archivist/Cognate \_\_\_\_\_

Enter Y (Yes), N (No), or N/A (Not Applicable) in the far left column as appropriate.

LRC Procedures		
	51.10, 51.22 (b)	This LRC was properly constituted.
	51.22 (b)	Candidate's application is complete.
	51.22 (b)	Candidate was given 5 working days to resubmit if incomplete.
	51.22 (c)	Eligible members of the Sector were invited to submit their views in writing on the suitability of the application, when dossier complete.
	51.22 (d)	Candidate had 3 working days to see any additions to the dossier before meeting with the LRC.
	51.22 (e)	Candidate was invited to a meeting to discuss contents of the dossier.
	51.22 (e)	Candidate chose to be present at the meeting.
	51.22 (e)	Candidate chose to be accompanied by an Employee advocate.

	51.22 (f)	Candidate was given the opportunity to respond to concerns about the dossier.
	51.22 (e)	LRC considered its decisions in camera.
	51.22 (a)	LRC rendered its decision without considering anonymous material, as defined in Article 1.05.
	51.24	LRC considered only material within the candidate's dossier (including that added by 51.22) when rendering its decision.
	51.22 (g)	LRC based its decision on the contents of the candidate's dossier and the terms and conditions of the Collective Agreement.
	51.25	LRC decided its decision by simple majority.
	51.26	LRC sent an initial Decision Letter (DL) to the candidate at least 5 working days before LRC forwarded its decision to the URC.
	51.26	Initial LR recorded the LRC's decision and summarized views expressed by members of LRC both for and against the decision.
	51.26	Candidate had 5 working days to reply to the initial DL to correct errors of fact before LRC forwarded its decision to URC.
	51.26	LRC revised the LR, if necessary, before forwarding to URC.
	51.26	LRC copied its LR to the candidate.
	51.26	LRC advised candidate of their right to write to the URC at this time.
Responsibilities to URC		
	12.31	DLR demonstrates LRC's decisions adhere to criteria and qualification of 59.80 and 59.90.
	12.31	DLR provides information sufficient for considerations of URC in 12.42 (b) (i) and 12.43 (b).
	51.27	Secretary of the LRC forwarded minutes of its meetings and the candidate's dossier and the signed LRC procedure form to the Chair of the URC.
Checklist A: Candidate's Dossier		
	51.03 (f)	Dossier is provided in pdf or MS Word document.
	51.03 (f)	The dossier includes a table of contents listing every document in dossier with unique index code.
	51.03 (a)	The dossier includes CV that conforms with Article 51, Appendix II.
	51.03 (b)	The dossier includes a copy of Letter of Appointment.
	51.03 (b)	The dossier includes any other letters relating to candidate's responsibilities.
	51.03 (c)	The dossier includes an appropriate covering letter.
	51.03 (d)	The dossier includes Career Development correspondence since initial appointment or last promotion.
	51.03 (d)	The dossier includes Career Development records since initial appointment or last promotion.
	51.03 (d)	The dossier includes a copy or copies of Sabbatical reports since initial appointment or last promotion.
	51.03 (e)	The dossier includes other material deemed pertinent by the candidate.
	51.03 (f)	Contents of dossier were confirmed by candidate and Chair of LRC.
	51.03 (f)	Electronic copies of the dossier were submitted to the Secretary of the URC.
Checklist B: Criteria for Continuing Appointment and Promotion		
	59.80	The LRC makes its decision based on the criteria for continuing appointment and promotion established by Article 59.80.
	59.83	The 4 criteria for assessment were academic qualifications, performance as an Curator, scholarly activity, and service.
	59.83	All factors are present to some degree in the candidate's application.
	59.83 (a)	The Candidate's dossier provided evidence of possession of a Master of Museum Studies or its equivalent.
	59.83 (b)	Performance was evaluated in areas of performance as an Curator, scholarly activity, and service, irrespective of time in rank.

	59.83 (b)	Performance was evaluated in relation to the annual Career Development meetings as a primary source of information in assessing evidence of qualifications.
	59.83 (b)	Performance was evaluated in relation to other materials provided under Article 51.03.
Checklist C: Qualifications for Continuing Appointment and Promotion		
Continuing Appointment		
	59.92 (a)	The candidate has demonstrated possession of a Master of Museum Studies or equivalent (see 59.83 (a)).
	59.92 (b)	The candidate has demonstrated evidence of satisfactory performance as an Curator.
	59.92 (c)	The candidate has demonstrated evidence of involvement in scholarly activity.
	59.92 (d)	The candidate has demonstrated evidence of participation in activities that contribute to the functioning of the University.
Promotion to Curator III		
	59.95	The candidate has demonstrated a record of accomplishment.
	59.95 (a)	The candidate has demonstrated evidence of a positive record of performance as an Curator.
	59.95 (b)	The candidate has demonstrated evidence of accomplishment in the profession or a relevant academic discipline related to their work to be demonstrated by scholarly or professional activity.
	59.95 (c)	The candidate has demonstrated evidence of service to the University and academic community, the profession and/or the community.
Promotion to Curator IV		
	59.96 (a)	The candidate has demonstrated evidence of a high record of performance as an Curator.
	59.96 (b)	The candidate has demonstrated, by scholarly or professional activity, evidence of significant contributions to the profession or a relevant academic discipline to their work.
	59.96 (c)	The candidate has demonstrated evidence of service to the University and academic community and/or the profession and/or the community, such as contributions of leadership and innovation involving decisions and policies that have had a major beneficial influence.

In accordance with Articles 12.22 (b) and 12.27, I hereby submit the completed LRC Procedure Form:

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Secretary of the LRC

### Article 59.00 Appendix III

#### CURATOR ANNUAL CAREER DEVELOPMENT REPORT

Curator		Signature	
Dean		Signature	
Date			

Provision of Art Gallery Services and Programs
Administration of Gallery services:
Class presentations:
Development and delivery of Gallery outreach programs:
Development and delivery of Gallery programs, including exhibitions:
Development and delivery of Gallery tours and workshops:
Development and delivery of visual literacy programs:
Development and maintenance of the Gallery collection:

Development or revision of Gallery policies and procedures:	
Participation in professional development activities:	
Promotion of Gallery services and collaborative programs with faculty:	
Student consultation:	
Other:	
Comment on plans for upcoming year.	
Scholarly Activity	
Publication of books, articles or other materials:	
Papers/research/creative projects in progress:	
Receipts of grants and funds in support of research or creative activity:	
Presentation of papers/research at professional meetings, conferences, seminars:	
Presentation of professional techniques at workshops, symposia, conferences:	
Participation in and leadership given to professional conferences, workshops, symposia, etc.:	
Consulting and other activities that require professional or scholarly competence:	
Awards in recognition of scholarly or professional achievement:	
Comment on consulting activities re: Article 17.71:	
Other:	
Comment on plans for the future:	
Service Activity	
List committees served on at Acadia:	Comments:
List committees served on in the broader community/ government/profession related to your discipline:	Comments:
Comments on any other service activity.	
Comment on service activities for the coming year.	

#### Article 60.00 General


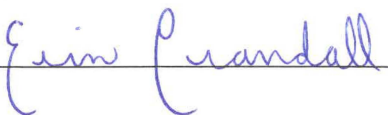
##### 60.10 Binding Effect

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


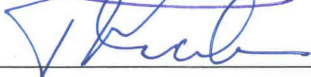
##### 60.20 Whenever the context of this Agreement so requires, the singular number shall include the plural and vice versa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 20 day of October 2022.

ACADIA UNIVERSITY  
FACULTY ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Gavin Randall

GOVERNORS OF  
ACADIA UNIVERSITY

  
\_\_\_\_\_  
  
\_\_\_\_\_

## Appendix C Grid Principles

1. A normal career salary profile should be available to each faculty member.
2. There should be a separate scale for each rank (Lecturer, Assistant Professor, Associate Professor, Professor, Librarian I, II, III, IV, Archivist I, II, III, IV, Curator I, II, III, IV, Instructor I & II).
3. All increases are the same for each step across all ranks.
4. Salary upon promotion shall be determined by first computing the new salary in the old rank as of the effective date of the promotion, then moving to the closest grid point for the new rank which exceeds this new salary.
5. Grid step adjustments shall occur each July 1; employees shall remain at the same grid step for the January 1 salary adjustments.

Salary Grid: 1 July 2021 – 31 December 2021										
Step	Lecturer	Assistant Professor	Associate Professor	Full Professor	Instructor I	Instructor II	Librarian I	Librarian II	Librarian III	Librarian IV
1	63,883	77,755	96,251	117,059	56,947	68,507	63,883	73,131	87,003	98,563
2	66,195	80,067	98,563	119,371	59,259	70,819	66,195	75,443	89,315	100,875
3	68,507	82,379	100,875	121,683	61,571	73,131	68,507	77,755	91,627	103,187
4	70,819	84,691	103,187	123,995	63,883	75,443	70,819	80,067	93,939	105,499
5	73,131	87,003	105,499	126,307	66,195	77,755	73,131	82,379	96,251	107,811
6	75,443	89,315	107,811	128,619	68,507	80,067	75,443	84,691	98,563	110,123
7	77,755	91,627	110,123	130,931	70,819	82,379	77,755	87,003	100,875	112,435
8	80,067	93,939	112,435	133,243	73,131	84,691	80,067	89,315	103,187	114,747
9		96,251	114,747	135,555	75,443	87,003			105,499	117,059
10		98,563	117,059	137,867	77,755	89,315			107,811	119,371
11			119,371	140,179		91,627				121,683
12			121,683	142,491		93,939				123,995
13				144,803						126,307
14				147,115						128,619
15				149,427						130,931
16				151,739						133,243
17				154,051						135,555

Salary Grid: 1 January 2022 – 30 June 2022										
Step	Lecturer	Assistant Professor	Associate Professor	Full Professor	Instructor I	Instructor II	Librarian I	Librarian II	Librarian III	Librarian IV
1	64,521	78,531	97,211	118,226	57,516	69,191	64,521	73,861	87,871	99,546
2	66,856	80,866	99,546	120,561	59,851	71,526	66,856	76,196	90,206	101,881
3	69,191	83,201	101,881	122,896	62,186	73,861	69,191	78,531	92,541	104,216
4	71,526	85,536	104,216	125,231	64,521	76,196	71,526	80,866	94,876	106,551
5	73,861	87,871	106,551	127,566	66,856	78,531	73,861	83,201	97,211	108,886
6	76,196	90,206	108,886	129,901	69,191	80,866	76,196	85,536	99,546	111,221
7	78,531	92,541	111,221	132,236	71,526	83,201	78,531	87,871	101,881	113,556
8	80,866	94,876	113,556	134,571	73,861	85,536	80,866	90,206	104,216	115,891
9		97,211	115,891	136,906	76,196	87,871			106,551	118,226
10		99,546	118,226	139,241	78,531	90,206			108,886	120,561
11			120,561	141,576		92,541				122,896
12			122,896	143,911		94,876				125,231
13				146,246						127,566
14				148,581						129,901
15				150,916						132,236
16				153,251						134,571
17				155,586						136,906

Salary Grid: 1 July 2022 – 31 December 2022										
Step	Lecturer	Assistant Professor	Associate Professor	Full Professor	Instructor I	Instructor II	Librarian I	Librarian II	Librarian III	Librarian IV
1	65,165	79,313	98,177	119,399	58,091	69,881	65,165	74,597	88,745	100,535
2	67,523	81,671	100,535	121,757	60,449	72,239	67,523	76,955	91,103	102,893
3	69,881	84,029	102,893	124,115	62,807	74,597	69,881	79,313	93,461	105,251
4	72,239	86,387	105,251	126,473	65,165	76,955	72,239	81,671	95,819	107,609
5	74,597	88,745	107,609	128,831	67,523	79,313	74,597	84,029	98,177	109,967
6	76,955	91,103	109,967	131,189	69,881	81,671	76,955	86,387	100,535	112,325
7	79,313	93,461	112,325	133,547	72,239	84,029	79,313	88,745	102,893	114,683
8	81,671	95,819	114,683	135,905	74,597	86,387	81,671	91,103	105,251	117,041
9		98,177	117,041	138,263	76,955	88,745			107,609	119,399
10		100,535	119,399	140,621	79,313	91,103			109,967	121,757
11			121,757	142,979		93,461				124,115
12			124,115	145,337		95,819				126,473
13				147,695						128,831
14				150,053						131,189
15				152,411						133,547
16				154,769						135,905
17				157,127						138,263

Salary Grid: 1 January 2023 – 30 June 2023										
Step	Lecturer	Assistant Professor	Associate Professor	Full Professor	Instructor I	Instructor II	Librarian I	Librarian II	Librarian III	Librarian IV
1	65,818	80,110	99,166	120,604	58,672	70,582	65,818	75,346	89,638	101,548
2	68,200	82,492	101,548	122,986	61,054	72,964	68,200	77,728	92,020	103,930
3	70,582	84,874	103,930	125,368	63,436	75,346	70,582	80,110	94,402	106,312
4	72,964	87,256	106,312	127,750	65,818	77,728	72,964	82,492	96,784	108,694
5	75,346	89,638	108,694	130,132	68,200	80,110	75,346	84,874	99,166	111,076
6	77,728	92,020	111,076	132,514	70,582	82,492	77,728	87,256	101,548	113,458
7	80,110	94,402	113,458	134,896	72,964	84,874	80,110	89,638	103,930	115,840
8	82,492	96,784	115,840	137,278	75,346	87,256	82,492	92,020	106,312	118,222
9		99,166	118,222	139,660	77,728	89,638			108,694	120,604
10		101,548	120,604	142,042	80,110	92,020			111,076	122,986
11			122,986	144,424		94,402				125,368
12			125,368	146,806		96,784				127,750
13				149,188						130,132
14				151,570						132,514
15				153,952						134,896
16				156,334						137,278
17				158,716						139,660

Salary Grid: 1 July 2023 – 31 December 2023										
Step	Lecturer	Assistant Professor	Associate Professor	Full Professor	Instructor I	Instructor II	Librarian I	Librarian II	Librarian III	Librarian IV
1	66,477	80,913	100,161	121,815	59,259	71,289	66,477	76,101	90,537	102,567
2	68,883	83,319	102,567	124,221	61,665	73,695	68,883	78,507	92,943	104,973
3	71,289	85,725	104,973	126,627	64,071	76,101	71,289	80,913	95,349	107,379
4	73,695	88,131	107,379	129,033	66,477	78,507	73,695	83,319	97,755	109,785
5	76,101	90,537	109,785	131,439	68,883	80,913	76,101	85,725	100,161	112,191
6	78,507	92,943	112,191	133,845	71,289	83,319	78,507	88,131	102,567	114,597
7	80,913	95,349	114,597	136,251	73,695	85,725	80,913	90,537	104,973	117,003
8	83,319	97,755	117,003	138,657	76,101	88,131	83,319	92,943	107,379	119,409
9		100,161	119,409	141,063	78,507	90,537			109,785	121,815
10		102,567	121,815	143,469	80,913	92,943			112,191	124,221
11			124,221	145,875		95,349				126,627
12			126,627	148,281		97,755				129,033
13				150,687						131,439
14				153,093						133,845
15				155,499						136,251
16				157,905						138,657
17				160,311						141,063

Salary Grid: 1 January 2024 – 30 June 2024										
Step	Lecturer	Assistant Professor	Associate Professor	Full Professor	Instructor I	Instructor II	Librarian I	Librarian II	Librarian III	Librarian IV
1	67,142	81,722	101,162	123,032	59,852	72,002	67,142	76,862	91,442	103,592
2	69,572	84,152	103,592	125,462	62,282	74,432	69,572	79,292	93,872	106,022
3	72,002	86,582	106,022	127,892	64,712	76,862	72,002	81,722	96,302	108,452
4	74,432	89,012	108,452	130,322	67,142	79,292	74,432	84,152	98,732	110,882
5	76,862	91,442	110,882	132,752	69,572	81,722	76,862	86,582	101,162	113,312
6	79,292	93,872	113,312	135,182	72,002	84,152	79,292	89,012	103,592	115,742
7	81,722	96,302	115,742	137,612	74,432	86,582	81,722	91,442	106,022	118,172
8	84,152	98,732	118,172	140,042	76,862	89,012	84,152	93,872	108,452	120,602
9		101,162	120,602	142,472	79,292	91,442			110,882	123,032
10		103,592	123,032	144,902	81,722	93,872			113,312	125,462
11			125,462	147,332		96,302				127,892
12			127,892	149,762		98,732				130,322
13				152,192						132,752
14				154,622						135,182
15				157,052						137,612
16				159,482						140,042
17				161,912						142,472



## Appendix H Full-time Employee Per Course Stipend Table

	1 July 2021	1 Jan 2022	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024
Basic Stipend *	12,777	12,905	13,555	13,691	13,828	13,966
Online Course **	532	537	564	570	576	582

1.       \* The stipend above is for six (6) credit hour course; the stipend shall be pro-rated by credit hour, e.g., a three (3) credit hour course shall be determined as one half (0.5) the per course amounts in the table.
  
2.       \* A course that is normally supplemented by a laboratory period for which an instructor is present shall be remunerated at one-half (0.5) times one (1) credit hour of the above stipend for each hour of weekly laboratory period specified for that course per term. For example, a three (3) credit hour course with a three (3) hour laboratory throughout the course would have a stipend of three-quarters (0.75) of the above per course amounts.
  
3.       \*\* Amount paid for each full credit course registrant.
  
4.       All the above payments are inclusive of vacation pay.

## Appendix I Part-time Employee Stipend Table

	1 July 2021	1 Jan 2022	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024
Basic Stipend *	12,777	12,905	13,555	13,691	13,828	13,966
Precedence 1 (24 credit hours)	13,008	13,138	13,800	13,938	14,077	14,218
Precedence 2 (60 credit hours)	13,239	13,371	14,045	14,185	14,327	14,470
Online Course **	532	537	564	570	576	582

1. \* The stipend above is for a six (6) credit hour course; the stipend shall be prorated by credit hour, e.g., a three (3) credit hour course shall be determined as one-half (0.5) the per course amounts in the table.  
  
There are three (3) levels of stipend:
  - (i) The 'basic stipend' shall be the stipend payable to all part-time Employees except those who qualify for Precedence 1 or Precedence 2 stipends;
  - (ii) The 'Precedence 1' stipend shall be payable to all part-time Employees who have precedence of at least 24 credit hours per Article 11.12 except those who qualify for Precedence 2 stipend;
  - (iii) The 'Precedence 2' stipend shall be payable to all part-time Employees who have precedence of at least 60 credit hours per Article 11.12.
2. \* A course that is normally supplemented by a laboratory period for which an instructor is present shall be remunerated at one half (0.5) times 1 credit hour of the above stipend for each hour of weekly laboratory period specified for that course per term. For example, a three (3) credit hour course with a three- (3) hour laboratory throughout the course would have a stipend of .75 of the above per course amounts.
3. \* A six (6) credit hour course that requires individual instruction in the School of Music (e.g., Applied Music Courses) in which the Employee teaches one (1) hour of individual instruction per student per week, shall be remunerated at a rate of 1/6 times the per course amounts in the table. For example, an Employee with 5 students enrolled in a six (6) credit hour applied music course would receive 5/6 of the above per course amounts.
4. \* Instruction of ensembles in the School of Music shall be credited at one-half (0.5) times one (1) credit hour of each hour of weekly ensemble.
5. \*\* Amount paid for each full credit course registrant.
6. All the above payments are inclusive of vacation pay.
7. The rates effective 1 July 2022 are inclusive of a 4% market adjustment.

## Appendix J Recommendation to Hire Forms

### FACULTY APPOINTMENTS – FULL TIME

#### SECTION 2: RECOMMENDATION TO HIRE FROM HEAD/DIRECTOR OF ACADEMIC UNIT

Name of Candidate:		
Current Home Mailing Address:		
Current Email Address:		
Academic Unit:		
Position # for this hire:		
If a replacement position, who is it for:		
Position Type:	<i>Attach copy of Section 1: Authorization to Recruit and Hire</i>	
Recommended Rank/Grid Step using Article 10.63		
Appointment Dates:	Start Date: _____	End Date: _____
How many candidates applied for this position?		
Is the Candidate a Canadian Citizen or Permanent Resident? <i>If no, please contact Human Resources regarding work permit.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
HR Signature confirming that application has been made for work permit, if required.		
A) Short-listed Candidates in rank order as verified by HR if required by Article 10.53(b). 1. 2. 3.	Was HR required to rank similarly qualified candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, was HR able to determine a ranking? <input type="checkbox"/> Yes <input type="checkbox"/> No	
HR Signature required if requested to rank similarly-qualified candidates:		
B) Interview Dates for candidates listed: 1. 2. 3.		
C) Successful Candidate(s) to be offered position in the following order as verified by HR if required by Article 10.53(d)(ii): 1. 2. 3.	Was HR required to rank similarly qualified candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, was HR able to determine a ranking? <input type="checkbox"/> Yes <input type="checkbox"/> No	
HR Signature required if requested to rank similarly-qualified candidates:		
Date of Academic Unit Vote:		
Academic Unit Head/Director:		
Signature of Head/Director:		
Date		
<i>Forward copy of this form to President of AUFA. Original and all supporting documents must be sent to the Dean's Office. This section must be completed.</i>		
Date Forwarded as instructed by Article 10.54:		
Forwarded by (signature)	<input type="checkbox"/> Head/Director	

FACULTY APPOINTMENTS – FULL TIME

SECTION 2: RECOMMENDATION TO HIRE FROM HEAD/DIRECTOR OF ACADEMIC UNIT

Dean's Report must go to Office of the VP Academic with all supporting documentation.	
Date received by Dean:	
Signature of Dean:	
Date:	
Additional comments:	
<input type="checkbox"/> Recommended to President as presented by the Dean	
<input type="checkbox"/> Recommended with the following amendments:	
Signature of VP Academic (only required if changes made to original recommendation):	
Date:	

*Supporting documentation, copy of advertisement (when applicable), and letter of recommendation should be included with this paperwork, as well as a copy of HR's list of candidates for the position.*

FACULTY APPOINTMENTS – PER COURSE

SECTION 2: RECOMMENDATION TO HIRE FROM HEAD/DIRECTOR OF ACADEMIC UNIT

Name of Candidate:		
Current Home Mailing Address:		
Current E-mail Address:		
Academic Unit:		
Position # for this hire:		Open Acadia Position #:
If a replacement hire, name of faculty member being replaced.		
<i>(Section 1: Authorization to Recruit and Hire must accompany this recommendation with exception of Open Acadia appointments.)</i>		
Course Number & Name:		
Course Delivery:	<input type="checkbox"/> Classroom <input type="checkbox"/> Online Teaching <input type="checkbox"/> Online Course Development and Teaching	
Date Position Posted (copy of posting attached): _____ <input type="checkbox"/> N/A Emergency Hire <input type="checkbox"/> N/A Developer of Online Course		
Position Type:	<input type="checkbox"/> As stated in Section 1 Authorization to Recruit and Hire <input type="checkbox"/> Spring/Summer Open Acadia <input type="checkbox"/> Fall/Winter Open Acadia <input type="checkbox"/> Online Open Acadia Teaching (per student) <input type="checkbox"/> Online Open Acadia Teaching (per course) <input type="checkbox"/> Online Open Acadia Development and Teaching	
GL Salary Account (for Open Acadia use only):		
Development:		
Teaching:		
Appointment Dates:	<input type="checkbox"/> Fall Term <input type="checkbox"/> Winter Term <input type="checkbox"/> Spring Intersession 1 Open Acadia <input type="checkbox"/> Summer Intersession 1 Open Acadia <input type="checkbox"/> Spring Intersession 2 Open Acadia <input type="checkbox"/> Summer Intersession 2 Open Acadia <input type="checkbox"/> Other: Start Date: _____ End Date: _____ <input type="checkbox"/> Bridging	
Teaching Dates:	Start:	End: (For Open Acadia Appointments only)
Course Dev't Dates	Start:	End: (For Open Acadia Appointments only)
How many candidates applied for this position?		
Is the Candidate a Canadian Citizen or Landed Immigrant?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If no, please contact Office of Vice-President Academic regarding work permit.</i>		
<i>HR Signature confirming that application has been made for work permit, if required.</i>		

FACULTY APPOINTMENTS – PER COURSE

SECTION 2: RECOMMENDATION TO HIRE FROM HEAD/DIRECTOR OF ACADEMIC UNIT

Rationale for candidate's suitability in relation to other short-listed applicants as directed by Article 58.11 (Reference criteria for appointment outlined in Article 58.09) NOTE: This section MUST be completed.		
a. Number of times applicant has taught the advertised course in the last 6 academic years at Acadia University.		
b. Verifiable academic qualifications in the advertised discipline, which may include earned degrees, diplomas, and the like, or an acceptable combination of education and experience, as in Article 12.00	<input type="checkbox"/> PhD <input type="checkbox"/> Master's <input type="checkbox"/> Degree <input type="checkbox"/> Diploma <input type="checkbox"/> Acceptable combination of education and experience Comments:	
c. Performance and potential as a teacher and lecturer. Both qualitative and quantitative aspects shall be considered.	Include such factors as teaching experience, evaluation of past teaching performance, and ability to fulfill the requirements for the advertised position. For online courses, experience in developing or delivering online courses shall be considered. Comments:	
d. Representation of designated groups identified in Article 3.20, in the Academic Unit based on self-identification information provided to Human Resources.	Was the candidate identified by Human Resources as a member of a designated group(s) underrepresented in the Unit? <input type="checkbox"/> Yes <input type="checkbox"/> No Were any other candidates on the short list identified as such? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Rationale for candidate's suitability in relation to other candidates:		
Section Committee Members as elected in accordance with Article 58.06 and with verified equity training as described in Article 3.66(a):		
Selection Committee Meeting Dates:	List here:	
Article 58.11(b) Internal Applicants		
Acceptable internal candidates in rank order as verified by HR if required by Article 58.11(b)(iii):	Was HR Requested to rank similarly qualified candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, was HR able to determine a ranking? <input type="checkbox"/> Yes <input type="checkbox"/> No	
HR Signature required if requested to rank similarly-qualified candidates:		
Signature of Chair of Selection Committee		Date:
Copy of this form must be sent to Academic Unit, Dean, and President of Association. Original and all supporting documents must be sent to the Dean's Office.		

FACULTY APPOINTMENTS – PER COURSE

SECTION 2: RECOMMENDATION TO HIRE FROM HEAD/DIRECTOR OF ACADEMIC UNIT

Article 58.11(c) External Applicants		
Short-listed candidates as assessed by Article 58.09 and in rank order as verified by HR if required by Article 58.11(c)(i):	1. 2. 3.	Was HR required to rank similarly qualified candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, was HR able to determine a ranking? <input type="checkbox"/> Yes <input type="checkbox"/> No
HR Signature required if requested to rank similarly-qualified candidates:		
Interview Dates (conducted in the same manner – in person, video, or voice-only as directed by Article 58.11(c)(ii):	1. 2. 3.	
Acceptable candidate(s) to be offered position in ranked order as verified by HR if required by Article 58.11(c)(iii):	1. 2. 3.	Was HR required to rank similarly qualified candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, was HR able to determine a ranking? <input type="checkbox"/> Yes <input type="checkbox"/> No
HR Signature required if requested to rank similarly-qualified candidates:		
Date of Academic Unit vote:		
For use when recommended ranking of the Per Course Selection Committee is rejected (Article 58.11(c)(ii)-(vi))		
Selection Committee Members as constituted by Article 58.11 (c)(ii) and with verified equity training as described in Article 58.11 (a):		
Short-listed candidates as assessed by Article 58.09 and in ranked order and verified by HR if required by Article 58.11 (c)(ii):	1. 2. 3.	Was HR required to rank similarly qualified candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, was HR able to determine a ranking? <input type="checkbox"/> Yes <input type="checkbox"/> No
HR Signature required if requested to rank similarly-qualified candidates:		
Date of Academic Unit vote:		
Successful Candidate(s) to be offered position in ranked order as verified by HR if required by Article 58.11 (c)(iii):		Was HR required to rank similarly qualified candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, was HR able to determine a ranking? <input type="checkbox"/> Yes <input type="checkbox"/> No
HR Signature required if requested to rank similarly-qualified candidates:		
Signature of Chair of Selection Committee:		Date:
Copy of this form must be sent to Academic Unit, Dean, and President of Association. Original and all supporting documents must be sent to the Dean's Office.		
Date received by Dean:		
Signature of Dean:		
Date:		
FOR OPEN ACADIA HIRES ONLY:		

Signature of Director of Open Acadia:	
Date:	



**Memorandum of Agreement**  
between the  
Acadia University Faculty Association  
and the  
Board of Governors of Acadia University

**Tenure-Stream Professor & Continuing Librarian Positions**

Notwithstanding the provisions of this Collective Agreement, the Parties agree that as of 1 July 2021 there shall be a minimum Tenure Stream Position complement of 162 and a minimum continuing Librarian complement of 9. Vacancies within this complement must be replaced within a reasonable time period.

Those hired under the Cluster Hire Memorandum of Agreement are supernumerary to the Tenure Stream complement number above.



Jack Graham  
For the Board of Governors of Acadia University

Oct 20/22  
Date



Anthony Pash  
For the Acadia University Faculty Association

Oct 20, 2022  
Date

**Memorandum of Agreement**  
between the  
Acadia University Faculty Association  
and the  
Board of Governors of Acadia University

**Advancing Reconciliation and Indigenization**


WHEREAS The Parties agree on the necessity of reconciliation with Indigenous Peoples of Canada and agree to increase access and support for Indigenous students and faculty, build and support community-based relationships, incorporate Indigenous traditional knowledge and ways of knowing across the curriculum, and recognize the diverse process for accessing, learning, sharing, and dissemination of Indigenous knowledges and the scholarly contributions of Indigenous knowledge systems.

AND WHEREAS the parties acknowledge that to advance these objectives, it is necessary to have significant ongoing consultations with the Mi'kmaw Nation;

The Parties agree:

1. To establish a joint Indigenous, Association, and Board Council (IABC) no later than 1 July 2022 in consultation with the Indigenous Education Advisory Council (IEAC). The IABC shall consist of two (2) members each from AUFA, the Board, and the Mi'kmaw Nation.
2. That the purpose of the IABC shall be to develop recommendations for an Indigenous employment strategy for Faculty members, including but not limited to establishing priority initiatives, determining the professional responsibilities and workload of Indigenous faculty, determining hiring and retention protocols, establishing timeframes for implementation of the strategy and evaluation processes, and advising DRCs/LRCs when appropriate. By 1 July 2023, the IABC shall forward its recommendations to the Parties.
3. That, in consultation with the IEAC, the IABC shall develop cultural responsiveness training options for Employees and shall offer support to Employees who wish to change curricula to enable more Indigenous content.
4. That the IABC shall ensure that all Selection Committees for Indigenous-focused positions shall have Indigenous representation on the Committee. The IABC shall ensure, when requested, the DRCs/ LRCs for Indigenous scholars have Indigenous representation.

  
\_\_\_\_\_  
Jack Graham  
For the Board of Governors of Acadia University

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Anthony Pash  
For the Acadia University Faculty Association

  
\_\_\_\_\_  
Date

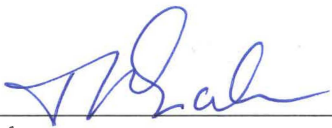
**Memorandum of Agreement**  
between the  
Acadia University Faculty Association  
and the  
Board of Governors of Acadia University

**Cluster Hire**

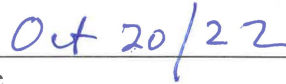
The Parties agree that with respect to the cluster hiring of no fewer than three (3) tenure-stream positions for Mi'kmaw/Indigenous candidates, and three (3) tenure-stream appointments for African Nova Scotian/Canadian (Black) candidates during the term of this Collective Agreement.

1. An Indigenous Scholars Hiring Committee shall be formed by 30 November 2022 consisting of the Provost who shall serve as chair, three (3) Employees (one from each Faculty), two (2) representatives of the Mi'kmaw community, and one (1) Equity Representative (non-voting).
2. A Black Scholars Hiring Committee shall be formed by 30 November 2022 consisting of the Provost who shall serve as chair, three (3) Employees (one from each Faculty), two (2) representatives of the Nova Scotian Black community, and one (1) Equity Representative (non-voting).
3. The search shall be for those individuals who identify themselves as Indigenous or Black as appropriate. The Committees shall approve by majority vote the draft advertisements for the authorized positions. The advertisement shall ask each applicant to identify the Academic Unit(s) which they anticipate joining.
4. In the case of the Indigenous cluster hire, the two representatives of the Mi'kmaq community in consultation with the joint Indigenous, Association, and Board Council (IABC) shall confirm that all applicants are Indigenous.
5. After receiving applications for the positions, the Committee shall consult extensively with all relevant Academic Units to appropriately match potential candidates with the needs of individual Academic Units and programs. The curriculum vitae, cover letters and supporting documents submitted by candidates shall be forwarded to individual Academic Units, which shall have an opportunity to comment on the applications.
6. Following the consultation process, the Committees shall establish shortlists for each position in accordance with the procedures of 10.53 (b) and with reference to the factors in Article 10.61, 10.62, and 3.56 (e). The shortlists shall be made available to all relevant Academic Units. Members of the Academic Units who wish to comment on the shortlists have five (5) working days to make their views known to the Committees. The Committees shall then finalize the shortlists which shall be redistributed to the members of the relevant Academic Units and copies thereof provided to the Deans, Provost, and President.
7. The Chair shall arrange interviews for a minimum of two (2) and no more than three (3) candidates for each position in the first instance, unless not enough qualified candidates have been found. All candidates selected for an interview shall be contacted by the Committees. Each candidate shall meet the Dean(s) or delegate(s), either the President or the Provost, and a representative of the Association designated by the Association Executive. Whenever possible, all eligible members of the relevant Academic Unit(s) 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. All eligible members of the Academic Unit(s) as defined in Article 10.50 shall be invited to submit individual written comments to the Selection Committee.

8. The rest of the selection process shall follow the guidelines developed by the Parties, in consultation with the IABC. All positions shall be filled in a reasonable period of time.
9. In recognition of the heavy service and mentoring demands placed on Indigenous and Black faculty, successful candidates shall be offered a reduced teaching load of 9 credit hours (or equivalent) in each of the first two years of employment.
10. These positions, while tenured or tenure track, are supernumerary to the Complement clause which remains suspended at 162/9 during the term of this Collective Agreement. If any of these positions become vacant during the term of the collective agreement the Indigenous and/or Black Scholars Hiring Committee established by this Memorandum of Agreement shall be reconstituted to fill the vacancies.



Jack Graham,  
For the Board of Governors of Acadia University



Date



Anthony Pash  
For the Acadia University Faculty Association



Date

**Memorandum of Agreement**  
between the  
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and the  
Board of Governors of Acadia University

**The Assistant Dean of Arts (Interdisciplinary and Language Programs)**

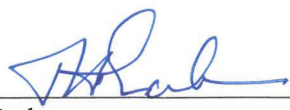
WHEREAS the Faculty of Arts Council passed a motion to endorse the creation of the Centre for Interdisciplinary and Language Programs in Arts in November 2020,

AND WHEREAS the position of Assistant Dean of Arts (Interdisciplinary and Language Programs) (ILP)) has been created to oversee the Centre,

AND WHEREAS the Languages and Literatures programs (French, German, and Spanish) shall be treated as separate programs under the Centre and that these programs require the oversight of a Head,

The Parties agree that, notwithstanding Article 16.05,

1. The Assistant Dean of Arts (ILP) shall be the Head of the French, German and Spanish programs.
2. In the implementation of relevant Articles of this Agreement, substitute "Assistant Dean of Arts (Interdisciplinary and Language Programs)" for "Head" for the French, German, and Spanish Programs and other language courses.

  
\_\_\_\_\_  
Jack Graham  
For the Board of Governors of Acadia University

Oct 20/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Anthony Pash  
For the Acadia University Faculty Association

Oct 20, 2022  
\_\_\_\_\_  
Date

**Memorandum of Agreement**  
between the  
Acadia University Faculty Association  
and the  
Board of Governors of Acadia University

**Mental Health Benefit**

The Board shall take proactive steps to explore with the benefit provider the expansion of mental health coverage and to forthwith and regularly report to the Association on these efforts.



\_\_\_\_\_  
Jack Graham  
For the Board of Governors of Acadia University

\_\_\_\_\_  
Date

Oct 20/22



\_\_\_\_\_  
Anthony Pash  
For the Acadia University Faculty Association

\_\_\_\_\_  
Date

Oct 20, 2022

**Memorandum of Agreement**  
between the  
Acadia University Faculty Association  
and the  
Board of Governors of Acadia University

**Childcare**

WHEREAS the parties to this agreement recognize the value of high-quality childcare services for children of students and employees of Acadia University;

AND WHEREAS the parties wish to develop a plan for the establishment of a university childcare center;

AND WHEREAS the parties recognize that capital and ongoing operational funding for such a facility cannot come from operating funds of the University and that a University childcare center must be operated on a cost recovery basis;

AND WHEREAS the parties recognize that the Province of Nova Scotia and the Government of Canada have recently made a commitment to make childcare more accessible and affordable; The parties agree to the following:

1. The Board and the Association shall establish an Acadia University Childcare Standing Committee (the "Committee");
2. The Committee shall consist of two representatives of the Board, two representatives of the Association, one representative of SEIU, one representative of AUPAT, and a student representative;
3. The Board, the Association and other stakeholders shall appoint their respective representatives to the Committee within twenty (20) working days of signing this Collective Agreement;
4. A representative from the University and a representative from the Association shall jointly Chair the Committee;
5. The Committee shall oversee the development of a plan to establish the University childcare center on a cost recovery basis;
6. Within thirty (30) working days from the establishment of the Committee, the Board and the Association shall hire an expert consultant, on the recommendation of the Committee, to work with the Committee on the development of a Business and Implementation Plan and to secure sources of funding for the establishment of an independent, not-for-profit, childcare center on campus. The Cost of the consultant shall be cost-shared by the parties. The Business and Implementation Plan shall reflect the needs of the groups represented on the Committee and shall include, but not be limited to the following:
  - a) Sources of funding, (including government and private sources of capital, operating funding, income and cashflow);
  - b) Operations and management plan by a not for profit;
  - c) An implementation plan based on a cost recovery model.
7. The University shall not be responsible for capital costs or operating costs or losses associated with the facility other than those listed in clause 8.

8. Should the Business Plan support the capital and operating costs of a childcare center, and should the childcare center begin operations, the Board shall be responsible for the following:
- a) Rent free space in a university building that meets the requirements and regulations for new childcare centers in Nova Scotia;
  - b) Basic furniture, equipment and appliances, which are maintained and replaced as necessary;
  - c) An outdoor play area for children that meets provincial regulations and maintenance of that area;
  - d) Utilities, custodial services, security and facility maintenance;
  - e) Other obligations as may be negotiated between the Board and the non-profit, third party operator.

It is understood that, should the childcare facility begin to operate, the University's obligations to provide space, utilities, custodial services, security and facility maintenance shall not exceed \$35,000 per year.



Jack Graham  
For the Board of Governors of Acadia University



Anthony Pash  
For the Acadia University Faculty Association



Date



Date