



A COLLECTIVE AGREEMENT

between

THE BOARD OF GOVERNORS

of

DALHOUSIE UNIVERSITY

and

THE DALHOUSIE FACULTY ASSOCIATION

2007-2011

Full Text

DFA – Board of Governors Collective Agreement (2007-2011)

Article 1: Definitions

1.01 The word “Association” shall mean the Dalhousie Faculty Association.

1.02 The word “Board” shall mean the Board of Governors of Dalhousie University, and any agents appointed by it to act on its behalf.

1.03 The word “Member”, when printed with an initial upper-case letter, shall mean a member of the bargaining unit as defined on the certificate cited in Article 5. The phrase “part-time Member” shall mean a member of the bargaining unit referred to as “regular part-time” as defined in the certificate and in the letter of clarification cited in Article 5. Unless otherwise excluded, regular part-time and full-time members of the teaching staff shall be deemed to be in the bargaining unit when they are employed by Dalhousie University for one academic term or more. Academic terms normally run from September to December, January to April, and from May to August subject to Clause 20.08. Unless otherwise excluded, regular part-time and full-time professional librarians, professional counsellors and research staff shall be in the bargaining unit when they are employed by Dalhousie University for a continuous period of four months or more.

1.04 The word “President” when used without qualification shall mean the President of Dalhousie University.

1.05 The word “University” when used without qualification and printed with an initial upper-case letter shall mean Dalhousie University.

1.06 The word “Parties”, when printed with an initial upper case letter, means the Association and the Board.

1.07 The words “Department”, “School”, “College”, “Institute”, “Library”, “Centre”, and “Faculty”, when printed with an initial upper case letter, refer to the collective body of members of the professional librarian, teaching, research, artistic and professional counselling staff in the units so referred to in Dalhousie University and the list of such units is sometimes referred to as “Department or other such unit” or by a similar expression.

1.08 The word “Chairperson”, when printed with an initial upper case letter, refers to the Chairperson of the Department and the words “Head”, “Director” and “Chief Librarian” refer to people with a similar relationship to a Department or other such unit. The Deans of Law and Computer Science, where appropriate, act in relation to the Faculty of Law and Faculty of Computer Science respectively, jointly as a Dean and a Chairperson. The University Librarian acts as Chief Librarian in the Killam Library.

1.09 The word “Programme”, when printed with an initial upper case letter, refers to a course of study leading to a degree, diploma or certificate approved by the Senate.

1.10 The words “net proceeds” shall mean the net profits derived from licensing or commercialisation of a patented product or process after deduction of all expenses including but not restricted to expenses for patent searches, patent protection and maintaining such protection in Canada and other countries.

1.11 A “grievance” is any difference between the Parties or between the Board and an individual Member or a group of Members, as the context requires, relating to the interpretation, application or administration of this Collective Agreement or an allegation that this Collective Agreement has been violated.

1.12 The words “Association grievance” mean a grievance claimed by the Dalhousie Faculty Association, even though it may be a grievance involving an individual Member or group of Members.

1.13 The words “regular salary” mean the annual salary paid by the Board to a Member for the work regularly done by the Member. Regular salary does not include stipends paid for special administrative duties (for example, Chairpersons’ stipends), payment for summer school teaching, travel expenses or contributions made by the Board to pension and other benefits.

1.14 The words “academic year” refer to the period from 1 July of one calendar year to 30 June of the next.

1.15 The word “day” means a working day, exclusive of Saturdays, Sundays and holidays.

1.16 The words “designated group” shall mean women, Aboriginal Peoples (especially MicMacs), visible minorities (especially people of Black African descent indigenous to Nova Scotia) and disabled persons.

1.17 The words “Continuing Education Member” shall be deemed to mean all Members employed by the Board as full-time or regular part-time Continuing Education Professional staff in the College of Continuing Education for a continuous period of four months or more provided that Members that were in the bargaining unit on 1 July 1991 and all Instructors employed in the Transition Year Programme shall not be considered as Continuing Education Members.

Article 2: Purposes of Agreement

2.01 The Parties recognize that the principal goal of Dalhousie University is the attainment of high standards of academic excellence in the pursuit and dissemination of knowledge for the benefit of students and of the academic and wider communities. Excellence is to be pursued in teaching, in research and scholarly contributions and in service to Dalhousie University and the community at large. The Parties agree to co operate in encouraging in Dalhousie University a climate of freedom, responsibility and mutual respect in the pursuit of these objectives. It is the purpose of this Collective Agreement to set out terms and conditions of employment for Members of the bargaining unit, which terms and conditions will promote academic excellence, foster and continue harmonious relations within the Dalhousie University community, ensure equity in the treatment of Members through fair procedures, which are published for all Members and which include means for settling differences which may arise from time to time between the Board and the Members.

Article 3: Academic Freedom

3.01 The Parties recognize and affirm that academic freedom is essential to the fulfillment of the purpose of Dalhousie University in the search for knowledge and the communication of knowledge to students, colleagues and society at large. The Parties agree that academic freedom carries with it a corresponding responsibility on the part of Members to use their freedom responsibly, with due concern for the rights of others, for the duties appropriate to the Member’s university appointment, and for the welfare of society. Academic freedom does not confer legal immunity either inside or outside Dalhousie University, nor does it prevent collective self-governance and peer evaluation as conducted or approved by the Senate or by other academic, research or professional bodies whether within or outside Dalhousie University. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible.

3.02 The Parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the bargaining unit are entitled to freedom, as appropriate to the Member’s university appointment, in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize, including criticism of the Board and the Association, and freedom from institutional censorship.

3.03 Academic freedom, as appropriate to the Member's university appointment, implies protection of Members by the Board and the Association from pressure intended to hinder or prevent them pursuing their scholarly and research interests and communicating the results thereof to students, colleagues and the community at large. The Parties acknowledge this responsibility, whether such pressure emanates from inside or outside the University.

Article 4: No Discrimination

4.01

(a) The Parties agree that there shall be no discrimination or favouritism (except as may be provided for elsewhere in this Collective Agreement) exercised or practised with regard to any Member in regard to salary, rank, appointment, reappointment, promotion, tenure, continuing appointment or appointment without term, sabbatical or other leave, benefits, dismissal or any other terms and conditions of employment by reason of race, creed, colour, ancestry, national origin, place of birth, citizenship (except insofar as citizenship may be a criterion for initial appointment), political or religious affiliation or belief, sex, sexual orientation, marital status, family relationship, personal lifestyle, membership or non membership in the Association, activity or non activity on behalf of the Board or the Association, age (except for retirement), language (if the language is adequate to carry out required duties), criminal record prior to employment at Dalhousie University (providing such a record has not been misrepresented by the Member), or handicap or disability (providing the handicap or disability does not preclude the Member's carrying out required duties). **The correction of inequities, the implementation of affirmative action programmes, or spousal appointment provisions, as may be agreed between the Parties, shall not constitute discrimination.**

(b) The Parties agree they are committed to a working and learning environment that is free from personal harassment.

4.02 The Parties are committed to the goal of increasing the proportion of designated group members among those holding academic appointments at Dalhousie University and have incorporated Clause 14.01 to that end. The Board will endeavour to collect information on the numbers and proportions of designated group member candidates and other candidates for academic appointments and the numbers and proportions of designated group members and others appointed. The President shall report this information annually to the Association and to the Senate.

4.03 The Parties agree that, in keeping with the commitment to increase the proportion of designated group members among those holding academic appointments at Dalhousie University, where possible, Members of the designated group shall be nominated to, or asked to serve on, appointment, promotion and tenure committees.

Article 5: Recognition

5.01 The Board, pursuant to the certification by the Nova Scotia Labour Relations Board, recognizes the Association as the sole and exclusive bargaining agent for all Members described in Certificate No. 2478, dated 24 November 1978, and its accompanying letter of clarification, as amended by Certificate No. 2885, dated 19 August 1982, with its letter of clarification of that same date, and as amended by Certificate No. 4173, dated 21 April 1993, and as amended by Certificate No. 4544, dated 11 December 1997 as may be further amended from time to time. A copy of Certificate No. 2478 and its letter of clarification, and of Certificate No. 2885 and its letter of clarification and Certificates Nos. 4173 and 4544 are given in Appendix II.

5.02 In addition to the exclusions described in the Nova Scotia Labour Relations Board's Certificates and the Memorandum of Agreement, additional exclusions from the bargaining unit are:

Director of Canadian Institute of Fisheries Technology
Principal of DalTech
Associate Principal of DalTech
Director of CAD/CAM Centre.

Article 6: Management Rights

6.01 The Board, consistent with its rights and obligations in law, retains the powers to manage and operate Dalhousie University, except as explicitly limited by this Collective Agreement.

Article 7: Rights of the Association

7.01 Nobody is required to join the Association as a condition of employment.

7.02 So long as this Collective Agreement continues to operate, the Board once in each month shall deduct from the salary of each Member of the bargaining unit such regular monthly dues or their equivalents as shall be authorized from time to time and certified in writing to the Board by the Association. The Board agrees to deduct and remit dues in accordance with this Article 7 from funds held to the credit of a Member on unpaid leave of absence under Clause 30.29 if the Board continues to administer the salary of the Member on behalf of a third party during the leave of absence. The Association agrees to indemnify and save harmless the Board from any liability or action arising out of any such deductions.

7.03 The equivalent of dues for those Members whose objections to paying dues or their equivalents to unions were upheld under the terms of a previous Collective Agreement between the Parties shall continue to be paid to the Dalhousie University Scholarship Fund, unless the Member concerned requests in writing that the dues or their equivalents be paid to the Association. The equivalent of dues for those who registered objections to paying dues or their equivalents to unions under the terms of a previous Collective Agreement between the Parties, and whose objections were not upheld, shall be paid to the Dalhousie University Scholarship Fund, effective the month following the signing of this Collective Agreement, unless the Member concerned requests in writing that the dues or their equivalents be paid to the Association. A newly appointed Member, or one who has entered the bargaining unit for the first time, may apply to the Association Board Committee within ninety days of the effective date of initial appointment or entry to the bargaining unit, to register an objection to paying the dues or their equivalents specified in Clause 7.02. Such objection shall be on religious grounds, that the Member is a practising member of a recognized religion which has a doctrine against paying dues or the equivalent of dues to unions; or the objection shall be on conscientious grounds that the Member has an affirmatively expressed conscientious objection to paying dues or their equivalents to unions. The committee shall consider each such objection together with what evidence or other documentation the Member may submit in writing or personally. For the purpose of considering such objections, but only for this purpose, the committee shall be chaired by the President of the Atlantic School of Theology. In any case where the President of the Atlantic School of Theology might determine that for personal reasons he should not chair the committee, a chairperson shall be named by agreement of the Parties. The committee shall reach its decision by simple majority, including the chairperson. Where an objection is upheld, the equivalent of dues shall be paid to the Dalhousie University Scholarship Fund provided, however, that the total number of Members paying the equivalent of dues to the Dalhousie University Scholarship Fund would not exceed sixteen, or 2.5% of the total number of Members in the bargaining unit (in the latter case any fraction resulting from the calculation of 2.5% shall be rounded to the next higher whole number), whichever is the lesser.

7.04

(a) Teaching, research and professional library staff who are on the regular monthly payroll for at least four consecutive months and who are not Members of the bargaining unit but who do not opt out of membership of the Association will continue to have regular monthly dues to the Association deducted from their salaries each month. Such monthly dues shall be those authorized from time to time by the Association and certified in writing to the Board by the Association.

(b) Clause 7.04(a) above does not apply to employees in the bargaining unit represented by CUPE, Local 3912.

7.05 No later than the 7th day of the month following each payment of salaries, the Board shall inform the Association of the names of those persons from whose salaries deductions have been made, and the amounts so deducted from each person's salary and shall remit to the Association the amounts so deducted on or before that date.

7.06 The Board agrees to print the annual amount of dues deducted from each person's salary in accordance with Clauses 7.02 and 7.04, on behalf of the Association, on that person's T4 slip. The Board shall provide the Association, by 15 February of each year, a list of names, employee numbers, social insurance numbers and the amount of dues deducted, in accordance with Clauses 7.02 and 7.04, from each person's salary in the preceding year.

7.07 The Board agrees to provide to the President of the Association, upon request and within a reasonable period of time and for the exclusive use of the Executive of the Association, information relevant to the operations of Dalhousie University. Such information shall include reports or policies produced by Departments, Schools, Centres, Institutes, Libraries and Faculties. It is understood that this Clause 7.07 shall not be construed to require the Board to prepare reports which differ in other than minor ways from those it prepares for other purposes. Except for the use of information in grievances, arbitrations and confidential proceedings, any information which is normally treated as confidential within Dalhousie University shall be treated as such by the Executive of the Association and shall not be published or revealed in any manner whatsoever by the Executive of the Association.

7.08 Without limiting the generality of Clause 7.07, the Board agrees specifically to provide the Association:

(a) on a confidential basis, a copy of all staff changes as and when approved by the Board and, on a monthly basis, notice that such changes have taken effect;

(b) on a confidential basis, a copy of the Faculty Payroll Information Profile or other such documents as contain the same information for all changes in teaching, research, artistic, professional library and professional counsellor staff in those departments and similar units where Members work;

(c) a copy of Dalhousie University's annual Financial Report and the Auditor's Report;

(d) a copy of the budget documents of the University, after they have been presented to the Board;

(e) access to correspondence with government agencies on funding and copies of reports and requests to M.P.H.E.C.;

(f) by 1 December of each year a list of those Members who do not pay dues to the Association as a result of the application of Clause 7.03, together with a notation of the amounts paid to the Dalhousie University Scholarship Fund on behalf of those Members upon payment thereof;

(g) once each term, no later than the end of the sixth week of each term, the Board shall provide the Association with a list in printed and machine readable form of all persons who are not included in the bargaining unit and are appointed to the teaching staff in departments and similar units where Members work. This list shall include the following information:

(i) name of appointee;
(ii) department;
(iii) start date of each current assignment;
(iv) end date of each current assignment;
(v) academic unit;
(vi) for persons other than those appointed to the School of Dental Hygiene and those excluded from the bargaining unit in accordance with Clause 14.22, class number for each class assigned and total full-class equivalents assigned;

(h) information about class number for each class assigned for persons appointed with laboratory, clinical and/or other lecture responsibilities and persons appointed to the School of Dental Hygiene and those excluded from the bargaining unit in accordance with Clause 14.22 shall be provided in the same manner as in Clause 7.08(g) within a reasonable time following the implementation of the Banner Administrative Computing Suite.

It is understood and agreed that the limits of confidentiality referred to in this Clause 7.08 and also in Clause 7.07 extend to the publication in any form by the Association of information obtained under the terms of Clauses 7.07 and 7.08.

7.09 The Board agrees to provide the Association, free of charge, with the use of reasonable, serviced office space on Dalhousie University premises. Such other services or facilities as the Association may require shall be provided by the Board on the same basis and at the same cost as these services or facilities are provided and actually charged to departments.

7.10 The Board shall provide the Association with suitable meeting rooms as required, free of charge on the same basis as voluntary organizations within Dalhousie University, provided reasonable notice is given.

7.11 The Board agrees to continue to arrange for a courtesy account for use by the Association. Charges incurred by the Association shall be debited to this account for subsequent payment by the Association. The Association shall pay the amounts debited to the courtesy account within thirty days of being billed. Failure to pay the correct amounts on time will lead to interest charges at the University's bank borrowing rate.

7.12 The Board shall not unreasonably deny opportunity for Members to attend meetings and to attend to Association business.

7.13 In determining and authorizing a Member's workload, the Chairperson, Head, Director, Chief Librarian and Dean or Vice President shall not unreasonably refuse a Member a reduction in components of his or her normal workload if there exists a reasonable expectation that the Member's responsibilities as President of the Association, as a member of the Association's bargaining committee, as a member of a joint committee set up pursuant to this Collective Agreement to facilitate the operation of the Collective Agreement, or as a member of the Grievance Committee of the Association (there being a limit of four in this last category) will impose significant demands upon the Member's time. The President of the Association shall be entitled to a reduction in workload of one full class or its equivalent; and, as designated by the Association no later than 1 July in each year, one Member of the Executive Committee of the Association shall be entitled to a reduction in workload of one full class or its equivalent or two Members of the Executive Committee shall be entitled to a reduction in workload of one half class or its equivalent. In years in which this Collective Agreement is being negotiated, the Association's Chief Negotiator shall be entitled to a reduction in workload of one half class or its equivalent. The cost of providing replacements for the reductions in workload for the President of the Association, the designated Member(s) of the Executive Committee and the Association's Chief Negotiator shall be borne by the Board out of the University General Budget.

7.14 The Association shall provide a copy of the Collective Agreement, edited by both Parties, and suitable for printing, and the Board shall provide the Association 175 copies of the Collective Agreement at no extra cost. The Association may purchase such number of additional copies as it requests, at a charge no greater than the actual cost to the Board of reproduction of the Collective Agreement. The Board agrees to prepare and provide to each Member a copy of this Collective Agreement. The Board shall issue a copy of this Collective Agreement to each new appointee whose appointment falls within the bargaining unit, prior to that person's acceptance of the appointment.

7.15 The Board agrees to appoint as a trustee of the Dalhousie University Pension Trust Fund a person nominated by the Association. The Board agrees to appoint as a trustee of the Dalhousie Retirees' Trust Fund, a person nominated by the Association. The Board shall not cede its right to appoint a person nominated by the Association as a trustee for the Dalhousie University Pension Plan without thorough prior discussion with the Association.

Article 8: Association-Board Relations

8.01

(a) Unless otherwise specifically provided for in this Collective Agreement, the Board shall not enter into any agreement with any Member or group of Members respecting their terms and conditions of employment except as approved by the Association Board Committee, set up in accordance with Clause 8.04.

(b) However, so long as the salary minima and maxima of the Agreement are adhered to, the Board may bargain with Members with respect to upward adjustments of regular salary rate subject to the conditions of this Clause 8.01. Such adjustments may not be given in any academic year to more than twelve (12) Members. No adjustment shall exceed \$15,000 and no Member may receive more than one (1) adjustment for the life of this Collective Agreement. The amount of each adjustment is subject to the approval of the Association-Board Committee in accordance with Appendix XII of this Collective Agreement. The Board establishes a total fund of \$140,000 per year of the Collective Agreement to be used for Special Salary Increases. The effective date for implementation of each adjustment shall be as determined by the Board, and reported to the Association-Board Committee, provided that it is within the academic year to which the adjustment is attributed under this Clause (b), or 1 July of the following year.

(c) The adjustments referred to in Clause (b) include adjustments to regular salary rate made on any basis, and are not limited to those made in respect of actual or anticipated competitive offers.

(d) The cost of increases pursuant to Clause (b) shall be borne by the Board out of the University General Budget.

(e) Administrative stipends, overload stipends, changes to percentage of FTE, externally funded salary adjustments, and any other increments provided for elsewhere in this Collective Agreement, are not covered by Clauses 8.01 (b) to (d).

8.02 Unless other means are specifically provided for in this Collective Agreement, correspondence between the Association and the Board shall be to and from the President of the Association and the President of the University, or persons each may designate.

8.03 Unless other means are specifically provided for in this Collective Agreement, the internal mail service of the University, or personal delivery, shall be the regular means for delivery of mail, and when the internal mail service is used delivery shall be assumed to occur not later than two working days after deposit in the internal mail service, unless failure to receive correspondence is established.

8.04 Within fourteen days of the signing of this Collective Agreement, each Party shall provide the other in writing the names and titles of three persons authorized to represent that Party in the Association Board Committee. Each Party shall maintain the currency of its list of representatives, advising the other in writing of any changes.

8.05 The Association Board Committee shall have co chairpersons, one designated by each Party, who shall jointly arrange for meetings and their agenda and who shall in turn chair meetings. The committee shall meet monthly during the regular academic session and whenever the co chairpersons arrange additional meetings, and a record or minutes of the meetings shall be kept as may be arranged by the co chairpersons. A quorum for meetings shall be not less than four members of the committee, two representing each Party. Each member shall have a vote.

8.06 The Association Board Committee shall consider matters referred to it by the Parties, by Members, or as initiated by members of the committee, including questions of interpretation or application of the Collective Agreement. Changes in, or amendments to, this Collective Agreement may be made by written agreement between the Parties on the recommendation by a concurrent majority of the committee. A concurrent majority is reached by the committee when at least two members of the committee from the Association and two members of the committee from the Board vote in favour of a motion. Any agreement reached by the committee, by concurrent majority, on the interpretation or application of this Collective Agreement shall be binding when confirmed in writing and signed by the two co chairpersons.

8.07 The Association may at any time call upon the assistance of the Canadian Association of University Teachers (C.A.U.T.). Such representatives and any other duly designated representatives or counsel for the Association shall have access to Dalhousie University premises to consult with Members or officers of the Association. These representatives designated by the Association may participate in discussions or negotiations with representatives of the Board when their authority has been communicated to the Board by the Association.

Article 9: University Governance

9.01 Except as expressly provided for in the certification order or in this Collective Agreement, the Board acknowledges the importance of participation by Members and other academic staff in the collegial process, including the internal regulation of the University and the selection of academic administrators, in accordance with arrangements approved from time to time by the Senate and the Board.

9.02 The Parties agree that before either submits a proposal to Government or to the Legislative Assembly for legislation, or before either supports any legislative proposal affecting Dalhousie University, each will advise the other and the Senate and provide both with a reasonable opportunity for consultation about their positions.

Article 10: Research Staff Appointments

10.01 A Member whose responsibilities and assigned workload mainly involve research may hold an appointment to a teaching rank provided in Clause 14.04 of this Collective Agreement or may be appointed as a Research Associate, Assistant Professor (Research), Associate Professor (Research) or Professor (Research). Appointments to these research ranks shall be made by the same procedures as those used for Members holding appointments to the teaching ranks provided in Clause 14.04.

10.02 Unless stated explicitly to be otherwise in this Collective Agreement, the research ranks, Research Associate, Assistant Professor (Research), Associate Professor (Research) and Professor (Research) shall correspond generally in terms of qualifications, salary and general terms and conditions of appointment to those of the teaching staff in the following ranks respectively, Lecturer, Assistant Professor, Associate Professor, and Professor.

10.03 Without limiting the generality of Clauses 10.01 and 10.02, appointments to the research ranks shall be of the same four kinds as those given in Clause 14.09 of this Collective Agreement. When consideration is given to making such appointments to the research ranks, the process of evaluation shall take due account of any special responsibilities and duties involved.

10.04 Members holding appointments in the research ranks shall be considered for promotion and tenure by the same procedures as those used for Members holding teaching appointments as provided in Articles 15 and 16 of this Collective Agreement, except that the process of evaluation shall take due account of any special responsibilities and duties of the research appointee concerned.

Article 11: Professional Librarians

11.01 In evaluating professional librarians for initial appointment at any level within the University Library System, consideration shall take account of the librarian's formal qualifications or their equivalent, as well as any additional relevant professional experience.

11.02 Consideration of professional librarians for reappointment, promotion and appointment without term shall take account of the following criteria:

- (a) the librarian's formal qualifications or equivalent relevant experience;
- (b) effectiveness of the librarian's performance on the job, which shall include a consideration of the following: knowledge of, and ability to apply, the principles of librarianship; technical ability; ability to relate to library staff; ability to relate to users; teaching ability; and potential contributions to the library system;
- (c) the librarian's contribution to the library system, the University and the profession, the community at large, and scholarly activity (which does not include any normal activity necessary to maintain competence or to perform required duties as a librarian);
- (d) professional development and ability to handle increased responsibility;
- (e) effectiveness of the librarian's performance in administrative and supervisory duties.

If the librarian has duties in more than one unit of Dalhousie University, consideration shall be given to performance in all of these. Particular strength in some criteria may be considered as counterbalancing relative lack of strength in others so that decisions taken are based on an overall assessment of performance, but in no case shall reappointment, promotion, or appointment without term take place if performance in any of the criteria in Clause 11.02(a) to (d), and if appropriate (e), is less than satisfactory. A librarian's responsibilities need not include supervisory and/or administrative duties. In such a case, a librarian will not be denied reappointment, promotion, or appointment without term because they do not perform supervisory or administrative duties.

11.03 Appointments of professional librarians shall be of three kinds:

- (a) probationary appointments;
- (b) appointments without term;
- (c) limited term appointments.

The duration of these kinds of appointments, and the process of appointment and reappointment are described in Article 14 of this Collective Agreement. Limited term appointments may be made to replace a librarian on leave, to appoint a librarian for a special project of limited duration, or to hire staff who will be paid fifty percent or more salary from limited term, external contract or grant funds awarded to the University, or to replace a librarian who has left the University with less notice than that specified in Clause 24.01 where a regular appointment cannot reasonably be made in the time available, and in the last case, the appointment shall not exceed 12 months.

11.04 The length and any special conditions attached to a limited term appointment shall be stated clearly in writing. Librarians who hold limited term appointments for at least three consecutive years shall be entitled to consideration for one of the kinds of appointments specified in Clause 11.03(a) or (b) (in the latter case subject to Clause 11.11 and 11.13) in accordance with Clause 14.20. Such consideration shall take place upon the librarian's submission of a written request, by 1 October, to the appropriate Library Appointments Committee. Part time professional librarian Members who hold limited term appointments at the time this Collective Agreement is signed shall be eligible for reappointment to further such limited term appointments notwithstanding that such limited term appointments do not fall within any of the categories specified in Clause 11.03. If reappointment is not made, reasons shall be given in writing.

11.05 There will be four ranks for librarians: promotion to the ranks of Librarian 2, 3 and 4 shall take place only when the Member's performance satisfies the requirements of Clause 11.02, and such additional requirements as are specified below.

(a) Librarian 1: This is the entering level for a new graduate in Library Science and for a beginning professional librarian with equivalent relevant experience. This is the junior rank of a librarian whose work is performed under the supervision of an experienced librarian.

(b) Librarian 2: Appointment at or promotion to the rank of Librarian 2 shall be based upon an evaluation of the criteria in Clause 11.02, and shall require evidence of significant professional contributions to the library and to the University. Subject to Clause 14.13, promotion to the rank of Librarian 2 shall be considered in the fall term of the second year as Librarian 1 at Dalhousie upon the request of the Librarian, but failing such request shall be considered no later than the fall term of the third year as Librarian 1 at Dalhousie.

(c) Librarian 3: Appointment at or promotion to the rank of Librarian 3 is based upon an evaluation of the criteria in Clause 11.02 and shall require evidence of significant professional contributions to the library and to the University. Subject to Clause 14.13, promotion to the rank of Librarian 3 shall be considered in the fall term of the second year as Librarian 2 at Dalhousie upon the request of the librarian, but failing such request shall be considered no later than the fall term of the third year as Librarian 2 at Dalhousie.

(d) Librarian 4: Appointment at or promotion to the rank of Librarian 4 shall require in addition to the criteria in Clause 11.02, and at a standard above that in Clause 11.05(c), achievements in bibliographical activities which make a contribution to the field, academic administration within Dalhousie University, significant professional contributions to the needs and the effectiveness of the Library System, or a record of professional accomplishments which is widely recognized beyond the University in the fields of library science or administration. Subject to Clause 14.13, on the initiative of the Member or the appropriate Chief Librarian, Associate University Librarian or Dean, a Member may be considered for promotion from the rank of Librarian 3 to that of Librarian 4, but failing such an initiative, the Chief Librarian, Associate University Librarian or Dean shall inform the Member that he or she is eligible to be considered for promotion to the rank of Librarian 4 in the fall term of the fifth year as Librarian 3 or after other equivalent experience, provided the Librarian has been employed as a librarian at Dalhousie for at least the previous twelve months.

(e) Promotion to Librarian 2, 3, or 4, shall take effect, when granted, from the beginning of the following academic year.

11.06 There is no limit as to how often a Member may request promotion or how often a Member may be put forward by the committee mentioned in Clause 11.07. When a Member has been considered for promotion and promotion has not been recommended, requests for promotion by the Member and

recommendations that the Member be promoted by the Library Appointments Committee must address the reasons mentioned in Clause 11.09(c) and 11.15 of this Collective Agreement, which were given in the last year in which the Member was not recommended.

11.07 There shall be a representative Library Appointments Committee in each library (i.e., the University, the Law, Sexton Design & Technology and the Health Sciences Libraries), the Members of which shall be elected by all the professional librarians in each library by 15 June of each year, or shall be committees of all Members in a library. In no case shall the deliberations of the Library Appointments Committee be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations. These Library Appointments Committees shall make recommendations to the Library System Appointments Committee on all matters concerning appointments, reappointments, promotions and appointments without term of librarians; recommendations concerning reappointments, promotions and appointments without term shall be made no later than 15 November of each year. Such recommendations shall be accompanied by all documents and other evidence upon which the recommendations are based. At each stage in these deliberations, recommendations that are made by the committee shall be made known to the Member concerned. All recommendations that reappointment, promotion or appointment without term be granted, not be granted, or that consideration be deferred (except when the Member has requested such deferral) shall include a written statement of the reasons for the recommendation with respect to each of the characteristics specified or provided in Clause 11.02 and other relevant clauses of this Article 11.

11.08 In addition, there shall be a Library System Appointments Committee consisting of five professional librarians, four of whom shall be elected annually by all professional librarian Members at Dalhousie University. Not less than three of the members shall have appointments without term, and each of the libraries (the University, the Law, Sexton Design & Technology and the Health Sciences Libraries) shall be represented on this committee. The fifth member shall be a continuing member from the previous committee. The Library System Appointments Committee shall choose its own chairperson from among its members, and shall choose one of its members to be a continuing member, who shall serve a second term without the need of election. No member may serve more than two consecutive years. In no case shall the deliberations of the Library System Appointments Committee be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations. It shall be the responsibility of the continuing member to initiate and oversee the election of the Library System Appointments Committee in the spring of each year and to call a meeting of the committee no later than 1 October of each year.

11.09 The Library System Appointments Committee, having regard to the characteristics specified or provided in Clauses 11.02 and 11.05 shall:

(a) consider recommendations from the representative Library Appointments Committees established in Clause 11.07 with regard to appointments, reappointments, promotions and appointments without term and shall make recommendations to the appropriate Chief Librarians on reappointments, promotions and appointments without term by 15 December;

(b) consult supervisors, colleagues and appropriate Chief Librarians as well as personal files, current resumes and other relevant documents for reappointment, promotion and appointment without term cases, and relevant references and other documentation for appointments;

(c) notify the candidate of any recommendation it makes at the time the recommendation is made and shall provide to the candidate a written statement of the reasons for the recommendation in respect to each of the characteristics specified or provided in Clauses 11.02 and 11.05.

11.10 Prior to making a recommendation in accordance with Clause 11.09, if it appears in hearings of the Library System Appointments Committee, that recommendation for reappointment, promotion or appointment without term may be denied or consideration deferred, the Member shall be informed of this in writing, and shall be given a written statement of the areas of concern with respect to the characteristics specified or provided in Clause 11.02 and other relevant clauses of this Article 11, and shall be invited to appear before the committee. All Members who are candidates for promotion and appointment without term may appear before the committee if they so desire. The Chief Librarian shall inform the Member concerned before making a recommendation which differs from that of the Library System Appointments Committee.

11.11 Subject to Clause 11.13 or unless otherwise specified in a Member's letter of appointment from the Board, appointment without term shall be considered in the fall term of a Member's fifth year as a professional librarian at Dalhousie University.

11.12 A Member may, in exceptional circumstances, be granted an appointment without term at the time of his or her appointment, but any such grant of appointment without term shall be consistent with the characteristics set forth in Clause 11.02, and must be approved by the Library System Appointments Committee before the appointment is made.

11.13 A professional librarian with three or more years of full time relevant experience prior to his or her initial appointment to Dalhousie University shall be considered for appointment without term in the fall term of his or her third year as a professional librarian at Dalhousie University, unless the Member indicates that he or she does not wish to be considered for appointment without term at that time.

11.14 On appointments, reappointments, promotions and appointments without term, the appropriate Chief Librarian, after careful consideration of the recommendations of the Library System Appointments Committee, shall make a recommendation to the appropriate Dean or Vice President. Such recommendations shall be made within fifteen days of the receipt of a recommendation from the Library System Appointments Committee. When making recommendations to the appropriate Dean or Vice President, the Chief Librarian shall include the text of the recommendation of the Library System Appointments Committee together with all documentation on which it is based.

11.15 When a Chief Librarian makes a recommendation to a Dean or Vice President, the candidate shall be notified in writing at the time the recommendation is made. When this recommendation differs from that of the Library System Appointments Committee, the appropriate Chief Librarian shall include in the notification given to the Member concerned a written statement of the reasons for the recommendation in respect to each of the characteristics specified or provided in Clause 11.02 and other relevant clauses of Article 11.

11.16 Professional librarians who hold an appointment without term shall only be transferred or reassigned duties in other units of Dalhousie University after consultation and with their consent, or where such transfer or reassignment is required in order to meet the service needs of the University Library System, in which case provision shall be made for the Member's input which shall be considered and to which a written response shall be provided upon request. Where practicable, at least one (1) month prior written notice of any transfer shall be given. Requests for transfer or reassignment to available positions shall not be unreasonably denied provided the transfer or reassignment is consistent with the service needs of the University Library System. The parties shall endeavour to resolve any grievances regarding a transfer as expeditiously as possible.

Scheduling.

11.17 The duties of a professional librarian include providing information services to library users and the necessary technical services to make this provision of information and service possible. Hours of work may include nights and weekends because of the service component and may vary from week to week according to time of year and levels of service required. Scheduling is the responsibility of the appropriate supervisor and shall take into account the preference of the individual as much as is compatible with meeting the needs of library service. Hours of work will be based on a schedule of 35 hours per week September through April and 32.5 hours per week from May through August. Part time service by professional librarians shall refer to the fraction of full time hours worked per week.

11.18 The schedules of professional librarians should normally be arranged so as to permit 48 consecutive hours free of duties in every seven-day cycle although this may not always be possible in smaller units. If emergency situations arise, such as illness, death, or unexpected resignations among the professional library staff, and it becomes necessary for a professional librarian to work a seven day cycle without 48 consecutive hours free of duties, the librarian will be compensated as for work done on holidays.

11.19 While it is recognized that professional librarians may be required to work on some holidays, the assignment of such work must be equitable, and disputes about such assignments are grievable. Compensation for carrying out work on holidays shall be at the rate of two hours for every such hour worked, in the form of time off from such duty in lieu of payment, or in the equivalent in overtime pay at the discretion of the librarian. The use of paid overtime work is subject to budget limitations, as well as the needs of the library. In no case shall overtime accumulated by a professional librarian exceed 19.5 hours without the professional librarian being given the opportunity to take time in lieu of payment or the equivalent in pay. The time off shall be arranged by mutual consent of the librarian and the supervisor based on the needs of library service.

11.20 Time worked in excess of the minimum requirement shall be compensated either at the rate of one hour for each additional hour worked in the form of time off or by payment at equivalent rate. The form of recompense shall be chosen by the librarian concerned at the time the excess work is authorized. In order to be sure that compensatory time off or payment is made the present time accounting system shall be continued.

11.21 Notwithstanding Clauses 11.19 and 11.20 above, any librarian regularly assigned additional duties in accordance with Clause 22.02 shall be reimbursed in accordance with that clause. Duties of 20 hours or more in any four month period shall constitute consideration under Clause 22.02.

11.22 Administrative responsibilities of professional librarians within the University Library System may be assigned, varied or terminated by the Chief Librarian responsible for the library unit concerned. Provision shall be made for consultation with the Members concerned.

Article 12: Instructors

12.01 Appointment(s) of instructor Members shall be made following the procedures set out in this Article 12. When a recommendation has been made for a specific appointment, a letter signed by the Dean shall be sent to the candidate and such letter shall list the primary duties, initial salary and benefits, full time or part time status of the appointment, status of the term of the appointment, shall state the single fraction of full time duties as provided in Clause 12.03, and shall set out the Department to which the appointment is to be made, and a copy of the Collective Agreement shall be included.

12.02 The Board shall consult with the Association Members of the Association-Board Committee on the salary, creditable years of service, and other terms and conditions of employment for each person to be appointed to a position in the bargaining unit prior to making such an appointment.

12.03

(a) There shall be a job description, including related workloads, prepared by the appropriate Department in consultation with the Member concerned for each current position held by instructor Members. Where an instructor Member is employed during any twelve month period for less than twelve (12) months, the legitimate requirements as provided in Clause 12.14, shall be included in the instructor Member's job description. For all part time instructor Members, the job description shall include the single fraction of full time duties associated with the position and this fraction shall not be less than one half. In the event of any disagreement, the matter will be resolved at a Departmental meeting which all Members in the Department shall have the right to attend. If a vote is taken on the resolution of the disagreement, all Members present shall be entitled to vote.

(b) When a new position is created, a job description shall be prepared by the Department prior to posting of the notice referred to in Clause 12.10(a). At the time of posting or advertising, a copy of the job description shall be provided to the Association. Such job description shall comply with Clause 12.03(a).

12.04

(a) Each instructor Member shall receive a copy of his or her job description and a copy shall also be provided to the Association.

(b) An instructor Member whose workload exceeds the normal workload performed in accordance with his/her existing job description and the existing policies and procedures within the Department shall be entitled to additional remuneration equivalent to that fraction of the Member's salary that the overload represents of the Member's normal workload.

12.05 Reasonable revisions to the job description shall be made, when appropriate, by the Department in consultation with the instructor Member involved. In the event of disagreement, the matter will be resolved using the mechanism given in Clause 12.03(a). The instructor Member and the Association shall each be provided with a revised copy.

12.06 Instructor Members shall disseminate knowledge and understanding through teaching and shall carry out such other activities as may be defined by the Collective Agreement as well as by the job descriptions for their positions.

12.07

(a) It is recognized that all instructor Members have the right and responsibility consistent with their individual job descriptions to maintain their professional development within the area of expertise in which they are employed, to teach conscientiously and competently, to organize and structure activities, and where appropriate, to supervise demonstrators, tutors, markers, teaching assistants and/or other instructors.

(b) Instructor Members who currently attend and vote at Departmental meetings shall continue to have the right to do so. Further, in all cases, instructor Members can attend and vote in Departmental meetings where such meetings involve matters relating to instructors.

(c) Instructor Members shall have the opportunity and the responsibility to serve, where appropriate, on departmental, Faculty and other University committees. Should such service conflict with other assigned duties and responsibilities of the instructor Member, then mutually satisfactory arrangements shall be made in advance within the appropriate Department.

12.08 Assessment of instructor Members shall focus on the effectiveness and general competence with which teaching and other assigned duties and responsibilities are carried out. In assessing teaching effectiveness, opinions of students (subject to Clause 18.09), other Members, and other teaching staff shall all be taken into account, insofar as is appropriate, and each class of opinion shall be given due

and fair consideration and no class of opinion shall be given undue or unfair consideration or weight. Wherever possible, such opinions shall be based on firsthand knowledge of the instructor Member's performance in the classroom, laboratory or field.

12.09 In formulating assessments of the performance of duties and responsibilities that the instructor Member has had a reasonable opportunity to undertake, judgment shall relate to the normal performance level of other Members with the same general responsibilities, duties, and/or experience.

Appointments, Reappointments, and Continuing Term Appointments.

12.10

(a) When an Instructor position opening occurs within the bargaining unit, a notice shall be posted for at least one (1) week, and shall include a description of the position, including whether the position is for twelve months in any academic year or a portion thereof, qualifications required and the final date for written applications. If no qualified instructor Member applies or is appointed within one (1) month, the position shall be advertised, although the position may be advertised earlier. The position shall be advertised in appropriate publications which normally shall include, if publication time permits, at least University Affairs, the CAUT Bulletin, and one Canadian professional publication, if such exists, suggested by the Department. If publication time does not permit such normal advertising in University Affairs, the CAUT Bulletin and a Canadian professional publication, any appointment made shall be in accordance with

Clause 14.16(a)(i) or (vi), for a period no longer than one year, and normal advertising shall take place no later than the 1st of April following the date of the limited term appointment.

(b) Preference will be given to instructor Members who, in the judgment of the Departmental Appointments Committee, are suitably qualified for the position.

12.11

(a) Appointment of instructor Members shall be one of three kinds:

(i) probationary appointments;

(ii) continuing appointments;

(iii) limited term appointments.

The duration of these kinds of appointments, and the process of appointment and reappointment are described in Article 14, and Clauses 12.16 and 12.17. Limited term appointments shall only be made pursuant to Clause 14.16(a), Sub-Clauses (i), (ii), (iii), (vi), (vii), (x) and Clause 14.16(b), Sub-Clause (vi). Instructor Members holding limited term appointments shall be informed of the limited term of their appointment in their letter of appointment.

(b) Initial appointment of instructor Members shall normally be as Instructor. However, in exceptional circumstances, an instructor Member may be initially appointed at the rank of Senior Instructor.

12.12

(a) A Departmental Appointments Committee shall make recommendations to the Dean through the Chairperson regarding all appointments, reappointments, and continuing appointments, and such committee shall include an instructor Member (other than the individual under consideration) from the Department. When no other instructor Member is available from the Department, then an instructor Member shall be named by the Association to serve on the Departmental Appointments Committee. No instructor Member shall be appointed or reappointed unless he or she has been recommended by such a committee. Each Department shall develop written procedures for the evaluation and assessment of instructor Members, based upon the criteria set out in this Article 12, and such evaluation and

assessment shall normally take place no later than 31 October. In the case of reappointment or consideration for a continuing appointment, the instructor Member shall have the right to be heard by and submit a written statement to the Departmental Appointments Committee.

(b) In no case shall deliberations be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number) and which always shall include one instructor Member. In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations.

12.13 At each step of the process for reappointment or consideration for a continuing appointment (Departmental Appointments Committee, Chairperson, Dean), recommendations shall be made known to the instructor Member concerned. Any recommendation that reappointment or continuing appointment not be granted, or that consideration be deferred (except where the instructor Member has requested deferral) shall include a written statement of the reasons for the recommendation in respect to the criteria given in this Article 12, and in sufficient particularity to allow the instructor Member to respond to any alleged deficiencies from the facts of his or her case.

12.14 Normally, appointments of instructor Members shall be for twelve (12) months in any academic year. In no case shall an instructor Member be appointed for less than eight (8) months in any academic year, except when the appointment is to replace an instructor Member on leave, in which case the appointment shall be for a period which is not to exceed the duration of the leave and may be shorter than the duration of the leave provided the requirements of the position as given in the job description reasonably can be met. Members whose appointments are for less than twelve (12) months in any year shall become eligible to be considered for classification as Senior Instructor in the fifth academic year of their appointment.

12.15 Subject to the terms of this Collective Agreement, all instructor Members who are currently employed for twelve months in any academic year shall continue to be employed for twelve months in any academic year, unless the Member and the Department agree to a change as given in Clause 14.07.

Probationary Appointments.

12.16

(a) It is expected that the effectiveness and general competence with which teaching and other primary duties and responsibilities are carried out by the instructor Member shall be at the norm for other instructor Members as specified in Clauses 12.08 and 12.09.

(b) An instructor Member will be advised in writing as to whether or not he or she shall be reappointed not later than 31 October. Should his or her term not be renewed, he or she will be provided with written reason(s) at the time of notification.

Senior Instructor.

12.17

(a) An instructor Member, after completion of at least four (4) years of service or as provided in Clause 12.14, shall have the right to be considered for classification as Senior Instructor, and upon classification as Senior Instructor appointment shall be on a continuing term basis commencing at the beginning of the sixth year. In counting years of service towards a continuing appointment as Senior Instructor, any years in which a Member would have been eligible for membership in the bargaining unit, had it existed, may, with the consent of the instructor Member, be included. Subject to Article 28, an instructor Member with a continuing appointment may be dismissed for cause; in addition, his or her appointment may be terminated in accordance with the provisions of this Collective Agreement relating to resignation, retirement, or through the procedures provided in Articles 25 and 27.

(b) Instructor Members may request in writing early consideration for appointment as Senior Instructor, and in such cases the Dean may waive the normal requirements for consideration for classification as Senior Instructor as provided in Clause 12.17(a), and shall notify the Member in writing within two (2) months of such request, stating whether or not the requirements will be waived.

(c) Requests for consideration for classification as Senior Instructor by Members eligible pursuant to Clauses 12.17(a) or 12.17(b) shall be considered first by the Departmental Appointments Committee, which shall make recommendation to the Dean through the Chairperson. If the Chairperson does not agree with the recommendation of the Departmental Appointments Committee, he or she may submit a separate recommendation to the Dean. Such requests shall be processed as soon as possible and not later than the end of the Fall term of the academic year in which the request is made, provided it is made prior to 31 October.

(d) In considering the request of an instructor Member for classification as Senior Instructor, the Departmental Appointments Committee shall satisfy itself that the effectiveness and general competence with which teaching and other primary duties and responsibilities are being carried out by the Member are at the norm for other instructor Members, as set out in Clauses 12.08 and 12.09.

(e) When the decision on a continuing appointment as Senior Instructor is unfavourable, reasons shall be provided in writing and shall be based upon criteria established in this Article 12 and in Clause 12.17(d), and in sufficient particularity to allow the instructor Member against whom the decision was made to respond to any alleged deficiencies from the facts of his or her case. The Department may, upon the request of the instructor Member, reconsider him or her for a continuing appointment in the Fall of the year following the original consideration.

(f) The Member shall be informed in writing of the Dean's decision normally by 31 December and in no case later than 15 January.

Article 13: Professional Counsellors

13.01 In evaluating professional counsellors for appointment, reappointment, and continuing appointment, consideration shall take account of:

- (a) formal qualifications or their equivalent;
- (b) relevant professional experience;
- (c) where applicable, effectiveness of the professional counsellor's performance of the duties and responsibilities specified in Clause 13.06.

13.02 Appointments of professional counsellors shall be of three kinds:

- (a) probationary appointments;
- (b) continuing appointments;
- (c) limited term appointments.

The duration of these kinds of appointments and reappointments are described in Article 14 of this Collective Agreement. Limited term appointments shall only be made to replace a professional counsellor on leave, to appoint a professional counsellor for a special project of limited duration, or to hire staff who will be paid fifty percent or more salary from limited term external contract or grant funds awarded to the University, or to replace a professional counsellor who has left the University with less notice than that specified in Clause 24.01 where a regular appointment cannot reasonably be made in the time available, and in the last case, the appointment shall not exceed twelve months. The length, and any special conditions, attached to a limited term appointment shall be stated clearly in writing.

Professional counsellors who hold limited term appointments for three consecutive years shall be entitled to consideration for one of the appointments specified in Clause 13.02(a) or (b) (in the latter case subject to Clause 13.04) in accordance with Clause 14.20.

13.03

(a) There shall be a Counsellor Appointments Committee composed of all professional counsellor Members. Its procedure with respect to appointments and reappointments are given in Clause 14.11 of this Collective Agreement. In case of consideration of continuing appointment, the Director shall make a recommendation after consulting with the Counsellor Appointments Committee, which for this purpose shall be augmented by a person mutually agreeable to the Director and the Vice-President (Student Services).

(b) In no case shall deliberations be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations.

13.04 Unless early consideration for continuing appointment has been agreed to take place in the fall term of the third year of the professional counsellor's appointment at Dalhousie University, such consideration being possible only in the light of two or three years of relevant experience, consideration for continuing appointment shall take place in the fall term of the fifth year of the professional counsellor's appointment at Dalhousie University. If continuing appointment is denied, the reasons shall be stated in writing to the Member and shall include the evaluations of the Member's performance of those duties in Clause 13.06 that are included in his or her workload. Recommendations on continuing appointment shall be made by the committee specified in Clause 13.03 on or before 15 December. The decision by the Vice President (Student Services) shall be reported to the Member by 31 January.

Duties and Responsibilities of Professional Counsellors.

13.05 An appointment as a professional counsellor at Dalhousie University carries with it the right to professional freedom in the practice of counselling, the responsibility to protect that freedom for others and to strive to provide counselling and psychological services, within the professional counsellor's competence, to clients in order to enhance their learning and academic performance through improved study skills, and the relief of emotional, personal, and psychological problems. The Board undertakes to provide the facilities appropriate to the level of counselling services to be provided.

13.06 The duties of professional counsellors, in varying proportions dependent upon the Member's qualifications and actual workload, fall within the following categories:

- (a) counselling for career, study effectiveness and personal concerns, individually or in groups;
- (b) professional study, especially as related to counselling, both in assessment and in intervention aspects, and the outcome of these;
- (c) service to Dalhousie University both in administration and providing professional expertise which may include, but need not be limited to the development and implementation of preventive services and programmes, and working in cooperation with other members of the University community to enhance the academic excellence of the University and the quality of student life;
- (d) supervision and training of students;
- (e) professional responsibilities outside Dalhousie University.

13.07 Members presently employed as professional counsellors in the Students' Counselling and Psychological Services Centre shall be deemed to hold probationary appointments and shall be considered for continuing appointment in accordance with Clause 13.04. Any Member employed before 1 July 1977 to perform duties which would now be considered those of a professional counsellor shall be deemed to hold a continuing appointment at the time of the signing of this Collective Agreement.

13.08 The duties in Clause 13.06 to be carried out by a Member shall be recommended by the Director to the **Executive Director, Student Wellness and Development** for approval, and this approval shall not be unreasonably denied.

Special Leave.

13.09 Special leave to pursue studies or similar work that complements their work at Dalhousie University may be granted to professional counsellors, on the same conditions as those applying to other Members to whom special leave is granted, in accordance with Clause 30.24 of this Collective Agreement.

In lieu of the periods specified for leave in Clause 30.16, special leave for professional counsellors, when granted, may be for a period of three (3) months during the summer. Two such periods of three months' leave shall substitute for a continuous period of six (6) months' leave and four such periods of three months' leave shall substitute for a full year of leave. The eligibility for leave shall be subject to Clauses 30.17 and 30.18, but if periods of three months of leave are taken, eligibility for subsequent leaves shall be counted from the end of the previous period of eligibility plus one year.

13.10 Members employed as professional counsellors, with appointments in the Students' Counselling and Psychological Services Centre, shall be subject to the provisions of Article 26 and 27 in the same way as provided for other Members in those Articles. In other circumstances, before the Board takes any action to reduce or terminate the provision of counselling and psychological services offered through the Centre, it shall inform the Vice President (Student Services) and the Director of the Centre by a written report. This report shall cite any proposed reduction or elimination of the services provided in accordance with Clause 13.05, the reasons for such action, the number of steps (a) to (f) listed in this Clause 13.10 to be taken, and the number of Members to be affected. A special advisory committee to consider the Board's report shall consist of the Vice President (Student Services), the Director of the Centre, a student enrolled at Dalhousie appointed by the Dalhousie Student Council, and two other persons agreed to by the Vice President and the Director. The committee shall have a reasonable period of time, not less than 45 days, to report on the likely impact of the proposed action on students and on the quality of student life at Dalhousie University and may propose alternative means for dealing with the situation. The Association and the Senate shall be given a copy of the committee's report at the time it is given to the Board. The Board shall allow a reasonable period, not less than 45 days, for the Association and the Senate to respond to this report. In any case where the committee, the Association or the Senate has recommended against taking a particular action, the Board shall not take that action without advising the Association and the Senate of the Board's reasons for the proposed actions.

13.11 If it is necessary to reduce the number of Members employed in the Centre, the following steps shall be taken in order until the necessary reduction is made:

(a) Through the following arrangements in cooperation with Members and the Association-Board Committee:

(i) regular retirements and resignations and the non-replacement of Members who leave the university or otherwise terminate their employment;

(ii) voluntary transfers to other duties within Dalhousie University;

(iii) voluntary early retirement or voluntary reduction in workload and commensurate salary;

(iv) voluntary separation;

(v) voluntary retraining for other available positions within Dalhousie University for which the Member may, in the judgement of a concurrent majority of the Association-Board Committee, be reasonably qualified.

(b) If the arrangements set out in Clause 13.11(a) will not result in the elimination of the number of positions required within a reasonable period of time, the Board, in consultation with the Association-Board Committee, may proceed with the following steps in sequence as necessary to make the required number of reductions:

(i) non-renewal of initial probationary and of initial limited-term appointments under Clause 14.16(b);

(ii) non-renewal of renewed limited-term appointments under Clause 14.16(b);

(iii) non-renewal of renewed probationary appointments;

(iv) redeployment of Members with continuing appointments (on the recommendation of the Association-Board Committee) to other available positions for which they are qualified (or for which they can reasonably be retrained) and which they are willing to accept.

The Association-Board Committee will make all reasonable efforts to find alternative positions for Members affected by steps under Clause 13.11(b).

(c) If Members holding continuing appointments are unwilling to be redeployed or if there is no possible job for which the Member could qualify with reasonable retraining, the Board may lay the Member off with at least the same notice, recall rights and any other rights and privileges provided to Members or laid-off former Members under Clause 27.28(b), but with an additional six months' severance pay.

In the case of retraining under (a)(v) and (b)(iv) above if carried out at Dalhousie University, the Board shall provide that without cost to the Member or Members. If retraining will be at another institution, the Board shall pay the tuition costs as these are judged to be necessary by the Association-Board Committee.

Article 14: Appointments and Reappointments

14.01

(a) The Parties agree that it is appropriate that positive initiatives be taken to increase the proportion of designated group members among those holding academic appointments at Dalhousie University, particularly full time and regular part time appointments, and that procedures be adopted to monitor and report on progress toward this objective; therefore, the following policy is adopted at Dalhousie University. Where non-designated group member candidates who are eligible for appointment have qualifications and experience judged not to be substantially better suited for the appointment than those of a designated group member candidate, the designated group member candidate is to be selected. This policy does not apply in respect of women (not otherwise designated group members) in those departments, schools and other such units wherein the proportion of women Members already exceeds one half.

(b) The Dean of the relevant Faculty, or Vice President where there is no relevant Faculty, is responsible for ensuring that appropriate steps are taken by departments, schools and other such units to encourage applications for available positions from qualified designated group member candidates to attain the policy objective of increasing the proportion of designated group member academics. These steps shall include the submission of the standard form to the President's Office. A copy of the completed form with the names or other identifying features of candidates deleted shall be provided to

the Association on a confidential basis in accordance with Clause 7.07. Except in a case where a limited term appointment must be made on short notice, the form will be provided when an appointment is recommended to the Board.

14.02

(a) Subject to this Collective Agreement, appointments at Dalhousie University of Members are made by letters of appointment from the Board to the Member.

(b) Any special terms shall be spelled out in such letters of appointment.

14.03 All appointments of professional librarian Members, employed to carry out the duties of professional librarians, shall be to one of the ranks given in Clause 11.05 of this Collective Agreement. All appointments of instructor Members shall be to one of the ranks given in Clause 12.11(b); all appointments of professional counsellor Members shall be to the rank of Counsellor. All appointments of professional research Members shall be to one of the ranks given in Clause 10.01 or Clause 14.04 of this Collective Agreement. All appointments of Continuing Education Members shall be to one of the ranks given in Clause 37.08. Appointments of such Members to any other ranks must be approved by the Association-Board Committee.

14.04 Appointments of Members of the teaching staff, except for instructor Members, shall be made to one of the following ranks:

- (a) Lecturer;
- (b) Assistant Professor;
- (c) Associate Professor;
- (d) Professor.

Appointments to any other ranks for Members of the teaching staff must be approved by the Association Board Committee.

14.05 The Parties agree that no one will be appointed to the rank of Lecturer who possesses the qualifications appropriate for appointment to the rank of Assistant Professor. Persons, except for instructor Members, appointed to the teaching staff for the first time who do not possess the full qualifications specified as appropriate at the time of appointment, but are expected to obtain such qualifications, shall be appointed initially to the rank of Lecturer. Lecturers shall be promoted automatically to the rank of Assistant Professor from the beginning of the academic year in which the formal qualifications appropriate for that rank are obtained. In other circumstances promotion shall follow normal procedures specified in Clause 16.09.

14.06 Part time Members shall have the fraction of full time duties that they are employed to perform stated in their letter of appointment. The Dean or Vice President shall consult with the appropriate Chairperson, Head or Director before such a fraction is specified. Where the period of employment is less than 12 months, both the fraction and the period shall be specified. Any change in such a fraction or period, which may be of a temporary or continuing nature must be acceptable to the Member and the Board and shall be confirmed in writing. The Department or other similar unit must be consulted about any change in a fraction or period. No change which will result in a reduction of the fraction or period shall be made without the agreement of the Department or other similar unit. In the case of instructor Members, the fraction of full time duties shall be given in the job description, in accordance with Clause 12.03.

14.07 Full time Members may apply through their Chairperson, Head, Director or Chief Librarian and the Dean or Vice President, to the Board to have their status changed to part time while retaining the same rank and status with respect to tenure, continuing appointment, or appointment without term subject to Article 15. Such a request may be for a permanent or a temporary change to part time status and in

either case shall not be unreasonably denied. Such Members shall then participate or have the right to participate in such benefit provisions as apply or are available to part time Members in accordance with Article 32 of this Collective Agreement.

14.08 A Member may be appointed jointly to two or more Faculties, Schools, Departments or other units within Dalhousie University, and such appointments need not be at the same rank. Each Member with a joint appointment shall, for the purposes of this Collective Agreement, hold a principal appointment, and the unit in which the principal appointment is held shall be stated in the letter of appointment. For Members holding joint appointments at the time this Collective Agreement is signed, the principal appointment shall be in that unit in which the greatest fraction of duties is performed; if the fractions are equal, the Board shall specify the principal appointment within thirty days of the signing of this Collective Agreement, and in so doing shall take account of any preference expressed by the Member and the Departments or similar units concerned. In any decision subject to the provisions of this Collective Agreement for which rank is to be a criterion, the rank in the principal appointment shall be used.

14.09 Appointments of Members of the teaching or research staff, except for instructor Members, shall be of four kinds:

- (a) probationary tenure track appointments;
- (b) tenure track appointments;
- (c) appointments with tenure;
- (d) limited term appointments.

14.10 Members presently employed in the School of Dental Hygiene shall, during their period of employment at Dalhousie, have the right to a twenty percent (20%) time allocation for extra-mural practice privileges unless such are changed or terminated with the agreement of the Member(s) and the Board. Those appointed to the School of Dental Hygiene after the signing of this Collective Agreement shall have this privilege if agreed by the Member(s) and the School and such agreement is indicated in their letters of appointment.

14.11

(a) No Member shall be appointed or reappointed unless they have been recommended for such an appointment by an appropriate committee of the relevant Department or other such unit. All recommendations shall be made to the appropriate Dean by the Chairperson, Head, Director or Chief Librarian, and subsequently to the President for presentation to the Board. If no appropriate Dean exists the recommendation shall be made to the President. The appropriate Dean or, where there is no appropriate Dean, the President, shall consider a recommendation, if any, with respect to rank and kind of appointment; if he/she disagrees with the recommendation he/she shall consult with the committee and endeavour to reach agreement on the matter before proceeding. If no relevant Faculty, School, College, Library, or similar unit exists, a special appointments committee shall be formed by the Senate (in consultation with whatever Faculties may be appropriate), to make such a recommendation. The Parties agree that unnecessary delays in the appointment process would diminish the reputation of Dalhousie University and its effectiveness as a teaching and research institution. The Board therefore undertakes to ensure that all decisions affecting appointments are made as expeditiously as possible.

(b) The appropriate Dean recommending or making an offer of appointment shall prepare a written report listing all candidates to whom offers have been made and the details of such offers including salary. This information shall be provided to the Employment Equity Officer.

(c) When a position for a Member other than professional librarian, instructor and professional counsellor Member occurs within the bargaining unit, the position shall be advertised in appropriate publications which normally shall include, if publication time permits, at least University Affairs, the CAUT Bulletin and one Canadian professional publication, if such exists, unless the department

determines that advertising shall occur in other publications. If publication time does not permit such normal advertising, any appointment made shall be in accordance with Clause 14.16(a)(i), (vi), (vii) or (viii) for a period no longer than one year, and normal advertising shall take place no later than 1 April, following the date of the limited-term appointment.

Notwithstanding the above, no advertising is required for appointments made pursuant to Clause 14.16(a)(iii), (iv), (v) or 14.16(b)(ii), (iii) or (vi).

Additionally, no advertising shall be required for positions within the bargaining unit when the candidate for that position is acceptable to the department in accordance with the procedures of Clause 14.11 but has been selected by an external agency which principally funds the initial appointment including, but not limited to, positions such as CIAR Fellowships and NSERC University Faculty Awards and other similar appointments.

(d) In no case shall deliberations be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations.

(e) With the mutual consent of the Member and the Chairperson, Head or Director and the Chief Librarian, Dean or Vice-President, the period of a probationary, probationary tenure-track or tenure-track appointment may be reduced if a Member served on a limited-term appointment.

14.12 Subject to Clause 14.13, probationary, probationary tenure track and tenure track appointments and reappointments of Members shall be made for a period of three years. A probationary or probationary tenure track appointment is one which is in a career stream which may lead to consideration for continuing appointment, appointment without term or tenure. Such a probationary or probationary tenure track appointment, however, involves no undertaking by the Board to make a further or subsequent appointment. The probationary nature of such an appointment shall be stated in writing to the Member so appointed, at the time of appointment.

14.13 When a person is appointed to a probationary, probationary tenure track or tenure track position other than on 1 July, the term of the appointment shall be adjusted so that it terminates on the appropriate 30 June. The term shall be greater than three years (but not greater than 3 1/2) when the appointment takes effect on or after 1 January, and shall be less than three years (but not less than 2 1/2) when the appointment takes effect before 1 January. The time for consideration of promotion, salary step adjustment, reappointment, appointment without term or tenure, as may be applicable, shall be appropriately adjusted and the date when any of these considerations would occur shall be set out in the letter of appointment.

14.14 When a person is appointed to a tenure track appointment the time when tenure consideration is expected shall be stated in the letter of appointment. If consideration for appointment without term for professional librarians, subject to Clause 11.13, or for continuing appointment for professional counsellors, subject to Clause 13.04, has been agreed to take place in the fall term of the person's third year of the appointment at Dalhousie University, the time when consideration for appointment without term or continuing appointment is expected shall be stated in the letter of appointment.

14.15

(a) Unless early consideration for tenure has been agreed, a probationary or probationary tenure track appointee shall be considered for reappointment no later than the fall term of his or her third year but, with the mutual consent of the Member and the Chairperson, Head, Director, Chief Librarian or Dean, may be considered as soon as the spring term of his or her second year. The procedures used shall be those given in Clause 14.11. A decision shall be reported to the Member by 31 October of that year if

there is fall consideration and 30 April if there is spring consideration. If reappointment is not offered, the reasons shall be given in writing, to the Member upon his/her request at the same time as he or she is informed of the decision not to reappoint.

Assessment of a candidate for reappointment shall be based on evidence that:

(i) the relevant provisions of the previous appointment have been respected and fulfilled, where appropriate;

(ii) the quality of the teaching, librarianship, research, scholarly, artistic and/or professional activity has been satisfactory. Particular strength in some characteristics may be considered to counterbalance relative lack of strength in others so that decisions taken are based on an overall assessment of performance and worth. No Member may be reappointed, however, if performance in any characteristic is less than satisfactory;

(iii) programme and budgetary considerations have been satisfied, in accordance with the provisions of Articles 25, 26 and 27 of this Collective Agreement.

(b) Where a time limit relating to reappointment of a Member is stipulated in this Article 14, the Board and Members affected by or involved in the procedure shall take reasonable steps to ensure that the time limit can be met. Nevertheless, where appropriate reasons are demonstrated, the time limit for a decision and the option for an extension of the Member's appointment may be made by agreement of the Parties at the Association-Board Committee. However, the person requiring the extension must give appropriate reasons and notice of the requested extension in a timely manner to the Member affected by the procedure, to the Board and the Association-Board Committee.

14.16 The Parties agree that Article 14 includes all categories of limited-term appointments. See also Letter of Understanding (Appendix IV).

In all cases where the approval or no disapproval of the ABC is required, a Member shall not commence employment unless and until the agreement of the parties is confirmed by the two co-chairpersons either in writing or via email and subsequently ratified by the parties. However, the parties acknowledge there may be exceptional circumstances where prior approval of the ABC before the Member commences employment is not possible. In these circumstances the Board will endeavour to obtain the agreement of the ABC prior to the Member commencing employment. The agreement of the parties will be confirmed by the two co-chairpersons either in writing or via email, and subsequently ratified by the parties.

Members with limited term appointments of ten months or longer in three consecutive years shall be notified at least four (4) months prior to the expiry of the last appointment as to whether or not their appointment will be renewed. Failure to inform a Member four (4) months prior to the expiry of the last appointment shall constitute renewal for the lesser of (a) another appointment of the same duration; or (b) a one-time renewal for one (1) year.

Except for appointments made under Clauses 14.16(b)(v), (vi) or (vii), appointments for a fixed and limited term normally shall be for a period of one to three years. Appointments made under Clauses 14.16(b)(v) or (vi) may be for such period, not exceeding five years, as the funding is expected to continue; appointments made under Clause 14.16(b)(vii) shall be for a period not less than three years and may be for a period greater than five years. If an appointment to the teaching staff is to be for less than one year, an explanation of the circumstances of the person who is to become a Member and the duties to be performed shall be provided to the Association Board Committee and the appointment may be made for less than one year unless disapproved by the Association Board Committee.

Subject to Clause 14.17, appointments for a fixed and limited term of no more than three years, or five years in the case of appointments made under Clauses 14.16(b)(v), (vi), or greater than five years in the case of appointments made under Clause 14.16(b)(vii), to one of the ranks provided in Clause 14.04 or

Clause 10.01 shall be of the following kinds:

(a) Not renewable without approval of the Association Board Committee, when:

(i) appointment is made to replace a Member on leave; or to replace some or all of the duties and responsibilities vacated by a Member who has elected partial reduction of workload and salary including reductions as a result of Clause 7.13;

(ii) the appointment is to a programme or activity which is established on an experimental or limited term basis of no longer than three years. If a programme or activity of this nature is to continue beyond three years, the Association-Board Committee shall determine whether it remains experimental in nature for a further limited term. If the committee so agrees, appointments may be renewed or made for that further limited term. If the committee decides that the programme or activity is no longer experimental, appointments and reappointments shall be made as probationary, probationary tenure track or tenure track appointments;

(iii) the appointment is for a period following retirement from Dalhousie University;

(iv) the appointment is a visiting appointment of an established scholar who has a continuing appointment elsewhere or has retired from such an appointment;

(v) the appointment is to bring a distinguished public figure to Dalhousie University;

(vi) the appointment is necessary to fulfill teaching responsibilities formerly assigned to a Member who has resigned from Dalhousie University but with less notice than specified in Clause 24.01;

(vii) the appointment is recommended by a Department or other similar unit to meet essential teaching responsibilities when no acceptable candidate is available to fill an approved, regular appointment because the acceptable candidate for an approved, regular appointment has a deferred start date, or because the search for an approved, regular appointment has failed or has not yet concluded;

(viii) the appointment is needed to accommodate unexpected enrolment increases;

(ix) the appointment is necessary to fulfill primarily academic administration duties within the Faculty or other such unit;

(x) the appointment is necessary to fulfill duties for reasons not described in other Sub-Clauses of Clause 14.16.

(b) Renewable, as decided by the Board using the procedures specified in Clause 14.11 and provided that the number of Members holding appointments in accordance with Clause 14.16 (b)(i) to (b)(iv) shall not exceed five percent of the bargaining unit, when:

(i) the appointment is made without prospect of tenure consideration on the recommendation of the Senate, to meet a special need of the department or other unit, or of the University;

(ii) the appointment is for less than three years and is not one where tenure would be appropriate because the qualifications of the person to be appointed do not meet those expected of candidates for tenure consideration but the person has professional qualifications or experience which would be of value in a Programme of the Department, School, Faculty, College or other unit concerned;

(iii) the appointment at Dalhousie University is contingent upon the continuance of an appointment at another institution;

(iv) the appointment is made to carry out duties vacated by a former Member while holding a position for a limited term which position excludes that person from the bargaining unit;

(v) the appointment is wholly funded from the bequest of Dorothy J. Killam to Dalhousie University;

(vi) the appointment will be funded fifty per cent or more from external contract or grant funds;

(vii) the appointment is for three years or more and is not one where tenure would be appropriate because the qualifications of the person to be appointed do not meet those expected of candidates for tenure consideration but the person has professional qualifications or experience which would be of value in a Programme of the Department, School, Faculty, College or other such unit concerned.

14.17 Members holding limited-term appointments shall be informed in their letters of appointment of the limited term of their appointment and of the clause and Sub-Clause of this Collective Agreement under which they are appointed.

14.18 The Parties agree that in that part of Dalhousie University in which teaching, research, artistic, professional library or professional counsellor staff are included in the bargaining unit, the duties of Members shall not be redistributed to part time or other staff excluded from the bargaining unit.

(a) To assure this is so, in the case of those Members other than instructor and professional counsellor Members, and with due regard for the need to maintain flexibility, the percentage of the total duties similar to those performed by Members which are actually performed by Members shall not fall below ninety percent without the approval of the Association Board Committee. This percentage is based upon the fact that there were 636 Members and 146 persons excluded who were doing bargaining unit duties (or held appointments of this kind) on 7 April 1978; an allowance of one third of a Member's duties shall be used for each person excluded and this made the percentage on 7 April 1978 equal to $636 \times 100 / (636 + 146/3) = 92.8$.

(b) To assure that this is so, in the case of instructor and professional counsellor Members, the Parties agree, subject to Articles 25, 26 and 27 and Clause 13.10, that the duties of such Members whose appointments are not renewed or who otherwise terminate employment shall not be redistributed to persons who are not instructor Members or professional counsellor Members. However, subject to Articles 25, 26 and 27 and Clause 13.10, nothing in this Sub-Clause 14.18(b) shall prevent graduate students, post doctoral fellows, student demonstrators, hospital personnel or members of the professorial staff from being employed to perform or from performing reasonable amounts of professional counselling or instructional duties normally performed by an instructor or professional counsellor Member, provided that this is not prejudicial to the employment interest of any Member.

14.19 The Board shall consult with the Association Members of the Association-Board Committee on the salary, Y value (and the components thereof) and other terms and conditions of employment for each person to be appointed to a position in the bargaining unit prior to making such an appointment.

14.20 Subject to Clause 14.17, the Board is under no obligation to change limited term appointments to the kinds of appointments specified in Clauses 14.09(a) to (c), or 11.03(a) or (b), or 12.11(a)(i) or (ii), or 13.02(a) or (b). Where a Member who holds a limited term appointment applies for a kind of appointment specified in Clauses 14.09(a) to (c), or 11.03(a) or (b), or 12.11(a)(i) or (ii), or 13.02(a) or (b), and the recommendations of the Department Chairperson (or Head, Director or Chief Librarian) and Dean are that the appointment be one of those kinds, then if such appointment is not made, reasons in writing must be given to the Member upon his/her request at the time the decision is made.

14.21 Members, other than professional librarian Members in accordance with Clause 11.16, shall not be transferred or reassigned to duties in other departments or other units in Dalhousie University without the agreement of the Members involved. Requests for transfer or reassignment to available positions shall not be unreasonably denied.

14.22 When a Member is appointed to one of the excluded positions named in the letters of clarification and the certificates given in Appendix II, or to a position excluded from the bargaining unit under the provisions of the Trade Union Act, that person shall have the right to return to the bargaining unit at the

termination of the excluded appointment. The President and the President of the Association or their designates shall discuss any appointments of Members to new positions which might cause their exclusion from the bargaining unit. Any agreement resulting from such discussions shall be confirmed in writing.

14.23 Those persons excluded from the bargaining unit in accordance with Clause 14.22 at the time this Collective Agreement is signed, shall have the right to join the bargaining unit when the appointment which excludes them terminates.

14.24 When a person excluded from the bargaining unit in accordance with Clauses 14.22 and 14.23 enters the bargaining unit, the Board shall determine the salary and other terms and conditions of employment consistent with the provisions of this Collective Agreement and shall consult with the Association Members of the Association Board Committee as provided in Clause 14.19. The information provided under Clause 14.19 shall, in these cases, include the appropriate Y value, previous salary information including amounts paid as regular salary and amounts paid as administrative stipends or similar allowances. Subject to Clause 31.87, any administrative stipend which is no longer applicable to the person's position shall cease upon entry or reentry of the person to the bargaining unit. Career development may be considered to have continued during such exclusion and nothing shall prevent merit during such exclusion being taken into account in determining salary and other benefits when the person returns to the bargaining unit.

14.25 In order to be included in the bargaining unit at the time of termination of those appointments cited in Clauses 14.22 and 14.23, such persons must hold appointments made prior to that time which would include them in the bargaining unit, and such appointments must have been made consistent with this Article 14. Nothing in this Clause 14.25, however, precludes such persons from appointment to positions in the bargaining unit which are the result of regular appointment procedures as specified in Clause 14.11.

14.26 Members employed to replace persons excluded from the bargaining unit in accordance with Clauses 14.22 and 14.23 shall have all the rights and privileges associated with their terms of appointment when the persons excluded return to the bargaining unit and their original appointment. Limited term appointments under Clause 14.16(b)(iv) need not be renewed when the person excluded returns to the bargaining unit, and such return shall constitute adequate reason for non renewal.

Spousal Appointments.

14.27 This Clause shall apply when a candidate who is under consideration, or who has been recommended, for an academic or senior administrative appointment states that his or her acceptance of an offer is contingent upon his or her spouse obtaining an academic appointment. This Clause shall also apply when an academic or senior administrative appointee states that his or her continued employment is contingent on his or her spouse obtaining an academic appointment. Senior administrative appointments are those outlined in the Policy on Senior Administrative Appointments (revised by Senate, June 11, 2001, and approved by the Board of Governors, June 26, 2001).

(a) The Department or other such unit in which the spousal appointment would be sought must first consent to the consideration of the spousal applicant as the sole candidate, and so recommend to the Dean or Chief Librarian.

(b) Provided that the Unit and the Dean consent, the Association-Board Committee shall be asked to waive the advertising requirement in Clause 14.11(c) so that the spousal applicant may be considered as the sole candidate.

(c) If the Association-Board Committee agrees to waive the requirements of Clause 14.11(c), the criteria and procedures by which the spousal candidate shall be considered for appointment shall be the criteria and procedures that are defined in this Collective Agreement. Without limiting the generality of

the foregoing, the requirements of Clause 14.11(a) shall apply.

(d) No Member or person acting as an officer of the University shall knowingly participate in any decision that directly and preferentially benefits them or any individual with whom they have an immediate familial, marital, sexual or financial relationship. In addition, no one shall participate in such a decision where their participation may lead to a reasonable apprehension of bias or where there is an appearance of a potential conflict of interest.

(e) If a spousal candidate is being considered for appointment in the same Department or other such unit as the spouse, a Special Appointments Committee shall be established by the Association-Board Committee.

(f) When a spousal candidate is being considered for appointment, that candidate shall possess the qualifications and experience required for the appointment for which the candidate is being considered. In addition to other evidence of qualification, the spousal candidate shall be required to demonstrate competitiveness by following all normal forms of internal assessment including:

(i) A campus visit, an interview and any presentations that would normally be expected.

(ii) S/he also needs to show evidence of competitiveness in one of the following three external types of assessment:

a. S/he currently holds or has held an appointment comparable to the spousal appointment at another University within five (5) years of the date of application for the spousal appointment; or

b. S/he has been short-listed for not fewer than two (2) such appointments within five (5) years of the date of the application for the spousal appointment; or

c. S/he will provide written assessments of competitiveness from qualified persons, normally Chairs, Heads, Directors, at not fewer than three (3) other Universities.

Article 15: Tenure, Continuing Appointment and Appointment Without Term

15.01

(a) Except for Members appointed as professional librarians, instructors, or professional counsellors, the provisions of this Article 15 shall be used to determine the award of tenure for all Members. For Continuing Education Members, consideration for tenure shall be by the College of Continuing Education Promotions and Tenure Committee as set out in Article 37. Except to the extent as modified by the said Article 37, the provisions of Article 15 shall apply to Continuing Education Members.

(b) The expression "full-time" in this Article shall be construed as including part-time Members, who in accordance with this Collective Agreement, are eligible for tenure consideration.

(c) An appointment with tenure is considered the ultimate safeguard of academic freedom for full-time and regular part-time Members. It constitutes a mutual undertaking, on the part of the Member, that he or she will continue to perform conscientiously the functions of a teacher and a scholar, and on the part of the University that a Member may continue to enjoy academic freedom with an appointment that shall be terminated only in accordance with this Collective Agreement.

15.02

(a) The University expects and endeavours to improve its standard of academic performance year by year and to maintain sufficient flexibility in staffing to meet needs of continuing programmes and evolving needs for change in programmes. Merely spending a number of years on the academic staff of the University will not establish a right to tenure. The Board of Governors will make an appointment

with tenure only when it can be firmly predicted that the Member recommended will, in consequence of a demonstrated commitment to intellectual and professional activity throughout his or her career, attain and maintain a high degree of academic proficiency. However, except when a Member has been appointed or reappointed with notice that the appointment is not foreseen as one serving a continuing programme for the reasonably foreseeable future, every full-time and regular part-time Member serving on a tenure-track term contract does, after some specified period of service in the University, have a right to have his or her case for tenure considered with the opportunity of presenting it in the most favourable light. Procedures are established by this Collective Agreement to ensure this right to consideration.

(b) In no case shall the President's recommendation with respect to an appointment with tenure be provided to the Member later than 1 September during the final year of the Member's appointment. In the event of failure to comply with this requirement, the Member's appointment shall be extended by one year.

(c) Notwithstanding anything in this Agreement, the following procedure shall apply to any grievance arising out of a recommendation of the President under Clauses 15.24(b) and 15.30(c):

(i) the grievance shall go directly to arbitration by a single arbitrator under Clause 29.24 or 29.33;

(ii) the arbitrator shall hear and determine the grievance within ninety (90) days of the communication to the Member of the President's recommendation;

(iii) the ninety (90) day requirement shall not be waived or extended.

15.03

(a) In considering a Member for appointment with tenure, general criteria assessed by the committees and administrative officers responsible include: academic and professional qualifications, teaching effectiveness, contributions to an academic discipline, ability and willingness to work with colleagues so that the academic units concerned function effectively, and personal integrity. The Report on Tenure (approved by Senate Council February 1971 and by the Board September 1971) shall be used for guidance respecting the criteria in considering tenure to the extent it does not conflict with this Collective Agreement.

(b) At the time of the Member's initial probationary tenure-track or tenure-track appointment, the Dean shall give the Member a copy of the criteria and standards which shall be used for the Member's tenure consideration.

15.04

(a) In Faculties where other criteria are of significance, additional criteria must be established by Faculty regulations.

(b) Where, by Faculty regulation, a Faculty establishes additional criteria and/or modifies additional criteria during a Member's probationary tenure-track or tenure-track appointment, the Member, as a candidate for tenure in that Faculty shall be evaluated on the basis of the criteria in place at the time of their initial probationary tenure-track or tenure-track appointment unless the Member elects to be evaluated on the basis of the additional criteria and/or modified additional criteria.

15.05 If the responsibilities of a Member do not relate to all of the criteria for tenure, yet the appointment is expected to lead to consideration of tenure, tenure shall be considered in relation to those responsibilities specified in the letter of appointment of the Member referred to in Clause 14.02.

15.06 Interdisciplinary research, educational activities and community service such as are carried out in Centres and Institutes shall be considered in evaluating performance.

Standards in Considering Tenure.

15.07

(a) Each Faculty is responsible for establishing, by Faculty Regulations, the standards it considers appropriate in respect of criteria for tenure within Dalhousie. The standards for part-time Members may differ from those for full-time Members.

(b) Where, by Faculty regulation, a Faculty modifies established standards and/or establishes additional standards in respect of criteria for tenure during a Member's probationary tenure-track or tenure-track appointment, the Member, as a candidate for tenure in that Faculty shall be evaluated on the basis of the standards in place at the time of their initial probationary tenure-track or tenure-track appointment unless the Member elects to be evaluated on the basis of the standards in place at the time of their tenure consideration.

15.08 Where part-time Members are to be considered for tenure, all of the provisions of Article 15 shall apply, including criteria, standards, eligibility, time, and procedures. All those who consider part-time Members for tenure shall make due allowance for the fact that the amount one may contribute to an academic discipline by part-time service for four years is less than can be expected from full-time service. Standards for achievement in other tenure criteria, when appropriate, shall be adjusted similarly for part-time Members.

Eligibility for Consideration for Tenure.

15.09 An appointment with tenure is granted only to those holding academic rank (Lecturer, Assistant Professor, Associate Professor, Professor) or the corresponding research ranks.

Time for Decision on Tenure.

15.10

(a) While Members may, in exceptional circumstances, be given tenure on their appointment to Dalhousie, a Member is normally considered for tenure at the times given in Clauses 15.11 and 15.12.

(b) A request for tenure consideration before the times given in Clauses 15.11 and 15.12 can only be initiated by the Member. A Member who is so considered and who is not granted tenure shall continue in the probationary tenure-track or tenure-track appointment and shall be considered again at the prescribed time.

15.11 Assistant Professors with three years' full-time university teaching experience before joining Dalhousie, Associate Professors and Professors shall be considered for tenure after two years of service at Dalhousie, i.e., in the fall term of the third year, and the Dean's recommendation shall be communicated to the Member concerned, normally by 31 December and in no case later than 15 January, to be effective at the beginning of the following academic year.

15.12 Other Members, not considered in accordance with Clause 15.11, shall be considered for tenure after four years of service at Dalhousie, i.e., in the fall term of the fifth year, and the Dean's recommendation shall be communicated to the Member concerned, normally by 31 December and in no case later than 15 January, to be effective at the beginning of the following academic year.

15.13

(a) Before, or at any stage after, procedures for considering tenure in a given case have commenced, any Member may request deferral of consideration. On recommendation of the Faculty Tenure Committee and the Dean, deferral for a period not exceeding two years may be approved by the President, who shall, when approval is given, then recommend to the Board an extension to the tenure-track appointment.

(b) A request for deferral by the Member shall consist of a letter outlining the reasons for the request sent to the Faculty Tenure Committee and the Dean with a copy to the Association. Consideration of the request for deferral shall not require submission of the candidate's dossier; however, the letter shall contain sufficient detail to enable the Faculty Tenure Committee and the Dean to determine the appropriateness of the deferral request. The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration.

(c) Where major changes in Department curriculum result in a significantly greater workload or where a Member who through no fault of their own has a teaching or administrative workload which is above the norm for the Department or other such unit and which impairs their ability to meet the criteria for tenure, the Member may request a deferral of their tenure consideration for a period of up to two years, which shall not be unreasonably denied. Members who do so shall have their workload reduced to enable them to concentrate on meeting the criteria for tenure.

15.14 By written notice to the Chair, Head or Director of his or her academic unit, a Member on parental leave may elect to defer for one year consideration of decisions relating to his or her tenure.

15.15 If tenure is denied, a Member shall be recommended for a limited term appointment to carry beyond the sixth year of service only on special grounds satisfactory to the Chair, Head, or Director of the Department, the Faculty Tenure Committee, the Dean and the President. Once given such an appointment, the Member shall be considered as all other Members holding a limited-term appointment in accordance with Clause 14.11 before the expiry of the term.

15.16 If a Member has been considered for tenure in accordance with procedures established by this Article 15 and the result is a decision that tenure is not recommended, the Member shall not be reconsidered in a subsequent year unless either the Faculty Tenure Committee has originally recommended deferral or the Member's Department Chair, Head, or Director recommends reconsideration in that subsequent year because of a relevant change in circumstances or grounds for consideration.

Procedures for Considering Tenure.

15.17 When the Member concerned holds a dual appointment in more than one Department, or has classes offered by more than one Department, the Chairs, Heads or Directors of the Departments in which he or she serves shall discuss the situation before any recommendation is made by a tenure committee or Department Chair, Head or Director.

15.18

(a) At each stage in the tenure process (Department or other similar unit, Faculty, Dean and President), recommendations that tenure be granted, that consideration be deferred, or that tenure not be granted shall be made known to the Member concerned at the same time it is sent to the next stage. Any recommendation that tenure not be granted or that consideration be deferred (except when the Member has requested such deferral) shall include a written statement of the reasons for the recommendation in respect to each of the criteria specified or provided in Clause 15.02 to Clause 15.06 and, where established by Faculty regulations, to the standards provided in Clause 15.07 and Clause 15.08; where no such standards have been established, then past practices shall prevail.

(b) When it appears likely that there will be a recommendation that tenure not be granted or that consideration be deferred (except when the Member has requested such deferral), the candidate shall be informed in writing, before any recommendation is made, of the specific concerns related to the criteria and standards for the award of tenure as defined in this Agreement and/or as provided by Faculty regulations. This shall occur at each stage in the tenure process. The candidate shall have the opportunity to respond in writing and to provide additional information in writing within five (5) days.

(c) It is the responsibility of the Department or other similar unit committee, Faculty Committee, Dean and the President to ensure that their recommendation on tenure is made with consistency in the application of criteria and standards within the same Faculty or other such unit for candidates assessed in the same academic year and allowing for appropriate differences based on academic discipline.

15.19

(a) A Member being considered for an appointment without term, continuing appointment or an appointment with tenure shall submit documentation to the Member's Chairperson, Head, Director, or Chief Librarian no later than 15 September in the academic year in which the Member's case is being considered. Professional librarians shall be considered for appointments without term, in accordance with Clauses 11.07 and 11.09 to 11.15 of this Collective Agreement. Instructor Members shall be considered for continuing appointments, in accordance with Clause 12.17 of this Collective Agreement. Professional counsellors shall be considered for continuing appointments in accordance with Clauses 13.03 and 13.04 of this Collective Agreement. The decision with respect to appointment without term shall be communicated to the Member normally by 28 February and in no case later than 15 March. When appointment without term is granted, it shall take effect from the beginning of the following academic year.

(b) The Chairperson, Head, Director or Dean shall obtain written recommendations from persons outside Dalhousie University unless the Member and the Dean agree that such letters are inappropriate. Any request for a written recommendation shall include a statement of the criteria. (*Refer to Appendix VI*)

In choosing the names of persons to be approached for recommendations, the Chairperson, Head, Director or Dean shall consult the departmental committee, and the Member; at least half of the persons approached for recommendations shall be the choice of the Member. The Member and Chairperson, Head, Director or Dean shall each be entitled to comment on the suitability of the persons approached.

15.20 Before the Chair, Head, or Director of a Department formally considers a Member for tenure, he or she shall inform the Member concerned. In Faculties where Departmental tenure committees are provided for, the Member shall have the opportunity to be heard by, and to submit a written statement to, the appropriate Departmental committee. The Chair, Head, or Director of the Department or School shall in due time make a recommendation to the Dean and in doing so shall indicate any dissent from his or her recommendation among members of the appropriate Departmental committee, or, if there is no committee, among other members of the Department. If the recommendation of the Chair, Head or Director is that tenure not be granted, the Member concerned shall be advised by the Chair, Head or Director of the recommendation made to the Dean.

15.21 The Dean shall lay before the appropriate tenure committee of the Faculty all information relevant to the case, including the recommendation of the Chair, Head or Director of the Department together with a brief statement of the procedures followed within the Department in arriving at this recommendation, and any dissent from the recommendation as reported by the Department Chair, Head or Director. The tenure committee shall also consider any representations made by other members of the University community, including the Member concerned if he or she requests the opportunity to appear before the committee.

15.22 The Faculty Tenure Committee shall consult with the department chair, head or director, and with others in the department as may seem useful to the Faculty Tenure Committee, before coming to a decision to make a recommendation to the Dean which varies from the recommendation of the Department Chair, Head or Director. If the Department Chair, Head or Director has recommended either that tenure not be granted or that (contrary to the Member's wishes) consideration be deferred, or if a Faculty Tenure Committee apprehends some difficulty in reconciling a favourable departmental

recommendation with standards prevailing generally in the Faculty, the Faculty Tenure Committee shall invite the Member to appear before it or to submit a written statement, if he or she has not already done so.

15.23 The Dean shall consider the information provided to the Faculty Committee and the recommendation of the Faculty Committee before making a recommendation. The Dean and the Faculty Tenure Committee shall then seek to reach a decision with which both agree.

15.24

(a) The Dean shall then make a recommendation to the President, indicating at the same time any dissent from this recommendation among members of the Faculty Tenure Committee and within the Department concerned. The President may consult with the Faculty Tenure Committee before or after receiving this recommendation.

(b) The President's recommendation with respect to tenure or appointment without term shall be communicated to the Member normally by 28 February and in no case later than 15 March. When tenure is granted, it shall take effect from the beginning of the following academic year.

15.25 The Faculty Tenure Committee concerned, the Dean concerned, or the President acting in turn under these procedures, shall consider any allegation that improper procedures have been followed at earlier stages of any case and shall have authority, if he, she or they believe it may affect disposition of the case, to send the case back for further consideration.

15.26 In no case shall deliberations at the Departmental or other similar unit Committee or the Faculty Committee be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations.

Appeals or Reference to University Tenure Committee.

15.27 If the Faculty Tenure Committee recommends tenure be granted or that the case be deferred and if the Dean recommends otherwise, the Member shall have the right to initiate, by writing to the President, no earlier than 14 days after notice of the Dean's recommendation and no later than 21 days after the notice, reconsideration of the matter by a University Tenure Committee as established in Clause 15.30.

15.28 The President shall seek further advice from a University Tenure Committee before rejecting a recommendation from the Dean for tenure or for deferral and making a recommendation less favourable to the Member; and the President shall notify the Member of the intention to resort to a University Tenure Committee within 14 days after notice to the Member of the Dean's recommendation.

15.29 When a Member or the President requests consideration of the Member's case by a University Tenure Committee, each shall, within 14 days of notice given by one to the other, nominate in writing to the Secretary of Senate the member of the committee whom he or she selects.

15.30

(a) A University Tenure Committee shall consist of three members, one named by the Member concerned, one named by the President, and a chair agreed upon by the two so named, all three to be selected from a standing panel of at least 12 members appointed by Senate on the recommendation of its Nominating Committee after agreement on the names by the committee, the President of the Dalhousie Faculty Association and the President. A University Tenure Committee, after considering all representations on the matter submitted to it, shall report its conclusion and any recommendations and

a statement of the reasons to the President and to the Member concerned at the same time and no later than 15 July. The President shall submit a copy of the report of a University Tenure Committee to the Board of Governors.

(b) During appeals to a University Tenure Committee, the appellant shall have the choice whether to present his or her case before or after the University presents its case, but the order of presentation shall not affect the issue to be decided by the committee.

(c) After considering the report of a University Tenure Committee the President may recommend to the Board of Governors a further appointment with tenure; an appointment without tenure, with the question of tenure deferred; an appointment without tenure, with no undertaking to consider tenure again; or none of these. The President shall notify the Member of his or her recommendation and a statement of the reasons within one month from the date of the report of the University Tenure Committee.

(d) It is the responsibility of the University Tenure Committee to ensure that their recommendation on tenure is made with consistency in the application of criteria and standards within the same Faculty or other such unit for candidates assessed in the same academic year and allowing for appropriate differences based on academic discipline.

15.31 Professional librarians have the right to appeal if the Library System Appointments Committee recommends an appointment without term, or that consideration be deferred (in accordance with Clause 11.09 of this Collective Agreement), and the Dean or Vice President responsible recommends otherwise. The Dean or Vice President responsible shall so inform the professional librarian, in writing, by 15 January and an appeal may be initiated by writing to the President within twenty one days of the written notice from the Dean or Vice President. Within fourteen days of writing to the President, the President and the professional librarian shall each nominate, in writing to the Secretary of Senate, the member of the University Tenure Committee whom he or she selects. Clause 15.30 of this Collective Agreement shall then be used to determine the award of appointment without term.

Procedure – Tenure on Initial Appointment.

15.32 Before recommending to the President that tenure should be granted on initial appointment, the Dean shall consult with the appropriate tenure committee and, in making a recommendation shall advise the President of any dissent from this recommendation among members of the committee.

Consideration of Tenure for Person with Duties in More than One Faculty.

15.33

(a) When a Member has duties in more than one Faculty in the University, the Dean should normally consult any other Dean, whose information is likely to be of assistance in determining the question of tenure.

(b) If a Member has a joint appointment, the Chairperson, Head or Director of the Department or similar unit in which the Member holds the principal appointment shall be responsible for convening a special tenure committee with an appropriate number of members from each of the units in which the Member holds an appointment. The members of this committee shall contain elected and/or appointed members according to the established procedures in the units in which the Member holds appointments. This special committee shall fulfill the function of the departmental tenure committee mentioned in Clause 15.20.

15.34 Where a time limit relating to tenure consideration of a Member is stipulated in this Article 15, the Board and Members affected by or involved in the procedure shall take reasonable steps to ensure that the time limit can be met. Nevertheless, where appropriate reasons are demonstrated, the time limit for a decision and the option for an extension of the Member's appointment may be made by agreement of

the Parties at the Association-Board Committee. However, the person requiring the extension must give appropriate reasons and notice of the requested extension in a timely manner to the Member affected by the procedure, to the Board and the ABC.

15.35 Where deferral of tenure consideration or consideration for continuing appointment or appointment without term is granted to a Member, the Member's appointment shall be extended by the period of the deferral.

Article 16: Promotion

16.01 A Member who requests consideration for promotion shall submit such request, together with the documentation which the Member believes is relevant, to the Member's Chairperson, Head, Director or Chief Librarian no later than 15 September in the academic year in which such consideration is to occur.

For instructor Members, promotion shall occur when a probationary appointment is converted to a continuing appointment. Procedures for converting a probationary appointment to a continuing appointment are given in Articles 12 and 15 of this Collective Agreement.

Consideration for promotion shall be by a committee within the Member's Department, School, Library or similar unit, elected by the members of that unit, and by the Chairperson, Head or Director, and professional librarian Members by the Chief Librarian. In no case shall deliberations be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations.

For Continuing Education Members, consideration for promotion shall be by the College of Continuing Education Promotions and Tenure Committee as set out in Article 37. Except to the extent as modified by the said Article 37, the provisions of this Article 16 shall apply to Continuing Education Members.

The recommendation of the committee, and of the Chairperson, Head, Director or Chief Librarian, together with all documents and other evidence on which they are based, shall be passed to the Faculty level as provided by Clause 16.02 by 30 November of each year.

16.02 Consideration for promotion at the Faculty level shall be initially by a committee within the Member's Faculty, elected by the members of that Faculty. For professional librarians, the Library System Appointments Committee described in Clause 11.08 of this Collective Agreement is the Faculty level committee. Recommendations from such a committee shall be made by 15 February. In no case shall deliberations be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations.

Consideration for promotion shall be then by the Dean or Vice President, whose recommendation shall be made to the President by 31 March. The recommendation from the Dean or Vice President shall indicate any dissent from the recommendation at the level of the Department or similar unit or by the Faculty committee.

In any case where a member of the Faculty committee has participated in the current promotion proceedings of a Member by:

- (a) providing a written or oral submission to the committee referred to in Clause 16.01, or
- (b) serving as a member of the committee referred to in Clause 16.01, he or she shall not participate in the promotion proceedings for that Member at the Faculty level.

16.03 Upon receipt of the recommendation of the Dean or Vice President, the President may then recommend to the Board that the Member be promoted. If promotion is not recommended or is denied, the President shall inform the Member, in writing, and give the reasons with specific reference to how the Member stands with respect to the criteria for promotion. In either case the Member shall be informed of the final decision, including reasons where appropriate, by 31 May.

16.04

(a) Before a Member is formally considered for promotion, both at the Departmental and Faculty level, he or she shall be informed and given the opportunity to be heard or to present a written statement. At any stage of consideration a Member may request that promotion not be considered or that consideration be terminated or deferred, and such requests shall be honoured. If promotion is not recommended or consideration is deferred (unless the Member has requested that consideration be terminated or deferred), the Member shall be given the reasons for this action, in writing, with sufficient particularity to assist the Member to understand the decision and with specific reference to the duties specified in Clause 20.04 together with each of the criteria and standards specified in Clause 16.06 and, if appropriate, Clause 16.11, and these reasons shall be given by the committee, the Chairperson, Head, Director, Chief Librarian, Dean or Vice President, who made the recommendation or decision. Where the Faculty committee, Dean or Vice President does not concur with the recommendation at the Departmental level, a copy of the reasons shall be sent to the Chairperson of the Department or other such unit.

(b) It is the responsibility of the Department or other similar unit committee, Faculty Committee, Dean and the President to ensure that their recommendation on promotion is made with consistency in the application of criteria and standards within the same Faculty or other such unit for candidates assessed in the same academic year and allowing for appropriate differences based on academic discipline.

16.05 Subject to Clause 14.05, when promotion is granted it shall take effect from the beginning of the following academic year.

16.06

(a) Except for instructor Members, the criteria for promotion of Members of the teaching and research staff shall be the same as those for tenure. Promotion is based upon positive evidence of actual achievement and accomplishment in those duties and responsibilities which, in accordance with Clause 20.04, constitute the individual Member's workload, and not on years of service. Where promotion is being considered to the rank of Professor, the standards in Clause 16.11 shall also apply.

(b) Faculties, Schools, Departments and similar units may add to or define these criteria more precisely in accordance with the provisions of this Collective Agreement, and copies of the additions or definitions shall be made available to all Members of the Faculty, School, Department or similar unit concerned. The criteria for promotion of professional librarian Members shall be those specified in Article 11, and in the case of any conflict between Article 11 and this Article 16, Article 11 shall apply.

(c) Each Faculty is responsible for establishing, by Faculty regulations, the standards it considers appropriate in respect of criteria for promotion within Dalhousie. The standards for part-time Members may differ from those for full-time Members. Members of the Faculty shall be given a written copy of these standards.

16.07 When a Member holds a joint appointment in two or more Faculties, Schools, Departments or similar units he or she may be considered for promotion in any of these units. During consideration for promotion in one unit, there shall be consultation with the other unit(s) in which the Member holds appointments, but promotion shall not be denied in one unit merely because of failure to reach agreement. Promotion may be granted in one unit, subject to the provisions of this Clause 16.07, even if not granted in others.

16.08 Where a Faculty is not organized into Departments, Schools, or similar units, Clause 16.01 shall not apply; the Dean shall seek the recommendations referred to in Clauses 16.10 or 16.11 and promotion procedures shall start at the Faculty level. Where the Member's appointment is in a research centre or institute not forming part of a Faculty, Clause 16.02 shall not apply and the Vice President shall seek the recommendations referred to in Clauses 16.10 or 16.11. For Members holding appointments in the College of Continuing Education, the College shall be treated as a Faculty without Departments and the Dean shall be the Dean of the College of Continuing Education for the purposes of Clauses 16.02 and 16.08.

16.09 Consideration of promotion from Lecturer to Assistant Professor may be requested if the Member claims to have acquired the equivalent of the appropriate qualifications indicated in Clause 14.05. By mutual agreement of the Member and the Dean, consideration may occur at other times. In these cases, promotion, if granted, shall take effect in accordance with Clause 14.05.

16.10 On the initiative of the Member or appropriate Chairperson, Head, Director or Dean, a Member may be considered for promotion from the rank of Assistant Professor to that of Associate Professor but, failing such an initiative, the Dean shall inform the Member by 15 August, in the fifth year of his or her appointment as Assistant Professor, that he or she is eligible to be considered for promotion to the rank of Associate Professor. Where consideration for promotion to the rank of Associate Professor takes place in the same year as tenure is awarded, written recommendations in support of the latter shall count also as evidence for the promotion, and no other shall be required. In any other case, the Chairperson, Head, Director or Dean may obtain written recommendations, normally two.

In choosing the names of persons to be approached for recommendations, the Chairperson, Head, Director or Dean shall consult the committee, referred to in Clause 16.01, and the Member; at least half of the persons approached shall be the choice of the Member. The Member and the Chairperson, Head, Director or Dean shall each be entitled to comment on the suitability of the persons approached.

16.11 On the initiative of the Member or the appropriate Chairperson, Head, Director or Dean, a Member may be considered for promotion from the rank of Associate Professor to that of Professor, but failing such an initiative, the Dean shall inform the Member, by 15 August, in the fifth year of his or her appointment as Associate Professor, that he or she is eligible to be considered for promotion to the rank of Professor.

Subject to Clause 16.06(a), promotion to the rank of Professor shall be recommended only when solid evidence is established that the Member has attained standards of competence in both teaching and scholarship appropriate to a new full Professor and that the Member has attained and is likely to maintain a high level of effectiveness in teaching and/or scholarship and that his or her teaching or scholarship represents a significant contribution to his or her discipline or to the University.

The Chairperson, Head, Director or Dean shall obtain written recommendations from persons outside Dalhousie University, normally four, unless the Member and the Dean agree that such letters are inappropriate. Any request for a written recommendation shall include the text of this Clause 16.11.

In choosing the names of persons to be approached for recommendations, the Chairperson, Head or Director shall consult the committee, referred to in Clause 16.01, and the Member; at least half of the persons approached for recommendations shall be the choice of the Member. The Member and Chairperson, Head, Director or Dean shall each be entitled to comment on the suitability of the persons approached.

When promotion is considered principally on the ground that the Member has attained and is likely to maintain a high level of effectiveness in teaching, the solid evidence required shall include peer evaluations and/or student evaluations subject to Clause 18.09. Other evidence may include, but is not limited to: development of new courses; updating of existing courses; effective use of innovative teaching aids and techniques; development of innovative teaching aids and techniques; involvement in

curriculum development; organization of field schools, laboratories or clinical practica; successful direction of the research of undergraduate and/or graduate students; successful public and/or continuing education activities; publication or production of books, articles, films or recordings which elucidate and advance teaching effectiveness; formal recognition as an excellent teacher.

16.12 There is no limit as to how often a Member may request promotion or how often a Member may be put forward by the committee mentioned in Clause 16.01. When a Member has been considered for promotion and promotion has not been recommended, requests for promotion by the Member and recommendations that the Member be promoted by the Member's Departmental committee must address the reasons mentioned in Clause 16.04 and/or Clause 16.03 of this Collective Agreement, which were given in the last year in which the Member was not recommended.

Promotion Appeals.

16.13 Subject to Clause 16.14, a Member who has been denied promotion may elect either to appeal the decision of denial or to grieve the denial in accordance with the provisions in Article 29. Subject to Clause 29.04(e), if the Member elects to appeal, then no grievance or arbitration shall arise from the decision of denial of promotion, including the decision of the University Promotion Appeal Committee.

16.14 A Member shall have no right to appeal the decision of denial of promotion where the Department or similar unit Committee, the Chairperson, Head or Director, the Faculty Committee and the Dean concur that promotion ought to be denied.

16.15 A Member who elects to appeal the decision of denial of promotion may initiate the appeal by writing to the President within twenty one days of the written notification of denial. The President or his/her delegate shall then submit the matter on appeal to a University Promotion Appeal Committee. This Committee shall be composed of three members selected within the same time periods, in the same way and from the same panel as a University Tenure Committee, as set out in Article 15 of this Collective Agreement.

16.16

(a) The University Promotion Appeal Committee shall consider whether the Member has met the appropriate criteria and standards for promotion to the rank in question and shall report its decision to the President and Member. The Committee shall determine its own procedures in accordance with the rules of natural justice. The Committee need not conduct a hearing unless requested to do so by the Member or the President and can invite the Member and other persons considered appropriate by the Committee to make representations to the Committee. The Member shall be informed of the final decision including reasons no later than four (4) months following the establishment of the Committee.

(b) It is the responsibility of the University Promotion Appeal Committee to ensure that their recommendation on promotion is made with consistency in the application of criteria and standards within the same Faculty or other such unit for candidates assessed in the same academic year and allowing for appropriate differences based on academic discipline.

16.17 Subject to Clause 29.04(e), the decision of the University Promotion Appeal Committee shall be binding on the Member, the Association, the President and the Board. Where the decision of the Committee is not unanimous, the decision of the majority of members thereof shall be deemed to be the decision of the Committee.

Article 17: Rights, Responsibilities and Professional Relationships

17.01 An appointment within Dalhousie University, and especially the right of academic freedom as provided in Article 3, carries with it a corresponding responsibility on the part of Members to use their freedom responsibly, with due concern for the rights of others, for the duties appropriate to a university appointment, and for the welfare of society. Members have a continuing responsibility to maintain

intellectual vitality, to contribute to the work of their Departments, Schools, or Colleges and Faculties, and of the University, and to ensure that students have reasonable and adequate access to their attention.

Professional Ethics.

17.02 It is the responsibility of Members to be fair to their students, to foster a free exchange of ideas, to avoid unjust or improper discrimination, and to avoid any exploitation of students, or other employees.

17.03 Members have the obligation to defend the right of their colleagues to academic freedom. It is unethical for them to act so as deliberately to infringe that freedom. Members must strive to be fair and objective when presenting a professional judgment of a colleague and refrain from unjust criticism of the character or competence of colleagues.

17.04 Subject to Article 18, Members have the responsibility to respect the confidentiality of information about a colleague gained during participation in a committee dealing with such matters as appointment, reappointment, promotion, tenure, continuing appointment, appointment without term, dismissal or in the discharge of other administrative duties or responsibilities.

17.05 Members shall not reveal information about students, whether concerning their academic progress, their personal life, or their political or religious views, except in the normal provision of grades or references within Dalhousie University or to another educational institution, or as may be authorized by the student concerned.

17.06 Members have the responsibility to acknowledge in their scholarly lectures and publications academic debts to colleagues and students. It is unethical to exploit the unpaid work of colleagues or students for personal gain.

Duties.

17.07 The duties of Members holding appointments as professional librarians, instructors or professional counsellors are described respectively in Article 11, Article 12 and Article 13. For Members holding other appointments, Clauses 17.08 to 17.21, inclusive, apply.

17.08 The duties of Members will, unless otherwise specified in a Member's letter of appointment, normally fall within the following categories:

- (a) undergraduate and/or graduate teaching;
- (b) research, scholarly, artistic and/or professional activity;
- (c) academic administration within Dalhousie University;
- (d) professional responsibilities outside Dalhousie University.

17.09 The duties of Members appointed to one of the research ranks specified in Article 10 may be adjusted to take due account of any special responsibilities associated with the research appointment. The duties of Members appointed to an academic administrative position as Chairperson or Head of a department shall be adjusted by agreement between the Member and the appropriate Dean to take due account of the special responsibilities associated with the academic administrative appointment. The duties of Continuing Education Members shall be adjusted to take account of the special duties and responsibilities for Continuing Education Members as described in Clause 37.05.

Annual Reports.

17.10 Members have a responsibility to give an account of their duties described in Clause 17.08 (or in Article 11, 12 or 13 for professional librarians, instructors or professional counsellors respectively) by completing and returning such an annual report as may be requested by the Dean or Vice President

within reasonable time limits as specified by the Dean or Vice President. The Parties agree that standardized annual accounts are not sufficient documentation of Members' career development, neither are they sufficient documentation in consideration for promotion, tenure, or reappointment, and they shall not be used as such.

Teaching.

17.11 Members with teaching responsibilities have an obligation to make all reasonable efforts to develop and maintain their scholarly competence and effectiveness as teachers within the area of expertise in which they are employed, to prepare, organize, and present their subject matter so as to facilitate comprehension by their students, and to revise that subject matter when appropriate.

17.12 While it is recognized that there shall be consultation with and among Members on the assignment of teaching duties, once such duties have been assigned, it is the responsibility of the Member to teach the assigned courses to students duly registered in them in accordance with schedules and curricula as approved from time to time by the Department, School, College, Faculty or Senate.

17.13 Teaching responsibilities include reasonable availability for consultation with students out of class or laboratory hours. Members have a responsibility to inform students of their availability, and to endeavour to provide periods of time which are likely to be convenient for the students. Supervision of students, their research and practical work, thesis preparation and participation in the evaluation of theses, especially in the case of graduate teaching, are integral components of teaching responsibilities and Members' workloads.

17.14 Members shall comply with procedures and deadlines for reporting and reviewing the grades of their students and with other regulations, procedures and deadlines as may be established or authorized by the Senate, Faculties, Schools, Colleges or Departments of Dalhousie University, provided these are consistent with this Collective Agreement and are published.

17.15 Members shall accept responsibility for participation in the academic operations of the University, including the supervision of examinations, academic counselling and registration of students.

17.16 Except as may be provided for in this Collective Agreement, or approved or authorized by the Senate or the Board, or for valid academic reasons, or for reasons beyond the Member's control, Members shall not cancel or terminate scheduled instruction. Any cancellation or termination of scheduled instruction shall be reported to an appropriate administrative officer of the University, and every effort shall be made by the Member to notify the students in advance.

Research, Scholarly, Artistic and/or Professional Activity.

17.17 All research, scholarly, artistic and/or professional activity conducted by Members in the course of their duties shall have as its primary objectives the increase of knowledge and understanding, artistic creation, the improvement of the scholarly or professional competence of the Member as a member of the academic staff of the University, and the improvement of teaching. When research, scholarly, artistic and/or professional activities are reviewed and assessed in relation to reappointment, tenure, promotion, or salary increases, they shall be assessed in relation to these primary objectives. Such review and assessment shall likewise take due account of the quality and not merely the quantity of such activities.

17.18 Unless otherwise specified in a Member's letter of appointment, Members have the right and responsibility to devote a reasonable proportion of their time to research, scholarly, artistic and/or professional activities. Insofar as it is within its power, the University will endeavour to facilitate these activities.

17.19 It is the responsibility of Members to make the results of their research or scholarly activities available when appropriate for review and assessment in connection with reappointment, tenure, promotion, or salary increases. It is agreed that research, scholarly, artistic and/or professional activities may take a variety of diverse forms and contributions to the University may arise from a variety of accomplishments including, but not limited to, publications, unpublished papers, transcripts or tapes of broadcast material, films, and other art forms as appropriate to the subject matter of the Member's work. Research carried out under contract may be considered as evidence of the Member's scholarly activity or reputation, and it will be assessed as research if the results of the work are available to others and meet acceptable standards of scholarship as judged by peers.

Academic Administration Within Dalhousie University.

17.20 The Parties recognize that the self governance of the University depends upon the willing participation of Members in the activities of their Departments, Schools, Colleges, Faculties, and in the Senate and other bodies to which a Member may be elected or appointed. Insofar as such is consistent with their primary responsibilities in teaching and research, Members have the right and the responsibility to participate in such bodies when called upon to do so or when elected to such bodies. Service to the Association shall be treated neither more nor less favourably by Departments and other units of Dalhousie University than committee and similar duties performed for Departments, Faculties and Dalhousie University generally, for purposes of assessing and evaluating a Member's contribution to academic administration within Dalhousie University.

Professional Responsibilities Outside Dalhousie University.

17.21 Subject to Clause 17.22, Members have the right, and in some cases the responsibility, to participate in the activities of appropriate professional associations, learned societies or other bodies whose work is supportive of research, scholarship, artistic creation and/or professional development, insofar as such participation is consistent with their primary responsibilities within Dalhousie University or as may be provided elsewhere in this Collective Agreement.

17.22 In statements outside the University, Members shall not claim to speak on behalf of Dalhousie University unless specifically authorized to do so.

Article 18: Personal Files

18.01 Personal files are all files containing evaluative materials on Members, and any other information pertaining to the employment of Members. Subject to this definition:

- (a) the Board shall maintain in the Dean's offices, and in a form determined by it, a Principal Personal File for each Member and this file shall contain, subject to Clause 18.10, the original or a copy of all documents substantively relevant to the employment of a Member, including evaluative material;
- (b) a Member shall have access, within two days of making a request, to any special file created for the specific purposes of consideration of the Member for reappointment, promotion, tenure, continuing appointment or appointment without term. Each special file shall contain an inventory sheet which describes the contents of the file and any additions or deletions from the special file shall be noted. The special file shall contain material submitted by the Member for consideration as well as material included by the Department, Chairperson, Head or Director, Dean, Chief Librarian, Vice-President or any Committee considering the matter. Any confidential material in the special file shall be treated in accordance with Clause 18.11. Subject to Clause 18.13, there is no obligation on the Board to maintain any special file after the consideration of the Member has been concluded and University appeal and/or grievance procedures have been completed;
- (c) the Association shall inform each affected Member of the location of personal files it holds, and shall ensure access to any such files.

18.02 Upon presentation of identification, Members shall have the right to examine, during regular office hours, all of the contents of their personal files, except confidential letters or similar documents of recommendation, which shall be held confidential subject to Clause 18.11. Access to personal files shall not be unreasonably withheld. Where personal files or parts of personal files are maintained by the Board or the Association only in computer readable form, the right to examination given in this Clause 18.02 shall be accomplished through computer programs fully adequate to the purpose of fulfilling this right and these programs shall not encroach on the personal files of other persons.

18.03 Members shall have the right to have included in their Principal Personal Files, or in a personal file maintained by the Association, additional, relevant, evaluative material provided by themselves, including their written comments on the accuracy or meaning of any of the contents.

18.04 The Board and the Association shall not unreasonably refuse to remove from a personal file material which can be shown to be false or misleading. A Member who believes such material to be in his or her file shall have the right to petition for its removal by the appropriate official of the Board or the Association.

18.05 Whenever non confidential material is to be removed permanently from a Member's Principal Personal File with the purpose of being destroyed, such material shall be given to the Member concerned.

18.06 Members, on request to the University or Association officer holding a file, may receive at their own expense copies of any documents to which they have the right of examination.

18.07 Except as specified in this Collective Agreement and for the internal administrative purposes of Dalhousie University (including committees considering promotion, tenure, reappointment, disciplinary action, or the resolution of grievances) the contents of the personal files of Members shall not be released or made available to any other person or institution except as part of established procedures of peer evaluation or accreditation, or with the express written consent of the Member involved, or as required by law.

18.08 Anonymous evaluative material concerning any Member shall not be kept in any personal file or submitted in any formal deliberation, action, hearing, or proceeding involving any Member except as provided in Clause 18.09.

18.09

(a) Multiple choice responses and other coded material gathered as a result of any collective teacher evaluation authorized by the Senate or any Faculty of Dalhousie University shall not be considered anonymous material under the terms of Clause 18.08. Comments and remarks written by respondents during such evaluations are anonymous material under the terms of Clause 18.08, unless the Senate or a Faculty of Dalhousie University specifically specifies otherwise. Signed comments are confidential, but shall be revealed to the Member they concern without identifying their authors.

(b) Student surveys/evaluations regarding a Member shall be placed by the Chairperson, Head or Director, Chief Librarian, Dean or Vice-President in any special file for a Member created for the specific purposes of consideration of the Member for reappointment, promotion, tenure, continuing appointment or appointment without term provided the survey/evaluation instruments have been approved by the Faculty or Senate. The evaluations shall be made available in the form approved by the Faculty or Senate. Any unsigned comments from students shall be excised prior to the access to the survey/evaluation being provided to members of the Department or any decision-maker or committee considering the Member but such comments shall be provided by the Chairperson, Head or Director, Dean, Chief Librarian or Vice-President in confidence to the Member.

(c) Subject to the provisions of Clauses 18.09(a) and (b), and if requested by the Member, the Chairperson, Head or Director, Chief Librarian, Dean or Vice-President shall provide copies of the raw data, whether in printed or computer-readable form, to the Member who is the subject of a survey/evaluation once it has been placed in any special file pursuant to Clause 18.01(b).

(d) Members shall be provided with student surveys/evaluations within thirty (30) days of the end of the academic year in which the evaluation occurred.

18.10 Records of grievance and arbitration procedures shall be kept separately from personal files. No record indicating that a Member has invoked the grievance and arbitration procedures of this Collective Agreement shall be placed in his or her Principal Personal File.

18.11

(a) When confidential information is to be used in proceedings concerning disciplinary action or the resolution of grievances, such confidential information shall be made available to the Members involved upon request but in a form which does not identify the authors. At the Member's request, a representative of the Association shall be entitled to review any original document and its edited form to ensure that such deletion and editing as have occurred serve only to conceal the identity of the author. The representative shall maintain confidentiality with regard to the author's identity.

(b) When confidential information is to be used in proceedings concerning promotion, tenure, reappointment, appointment without term or continuing appointment such confidential information shall be treated in the following manner:

(i) letters of reference that are requested from persons outside Dalhousie University shall be made available to the Members involved upon request unless the author of the letter requests that their identity be concealed in which event the identifying letter-head and signature block shall be removed;

Persons who are asked to provide recommendations regarding a Member being considered for promotion, tenure, reappointment, appointment without term or continuing appointment shall be advised that their recommendations and identity will be made known to the Member unless they request to have their identity concealed in which event the recommendation shall be treated as stated in the preceding paragraph.

(ii) other written confidential information shall not be used unless it is made available to the Member involved with the identifying letter-head and signature block removed. The author of the written information shall be advised of this potential disclosure to the Member and may withdraw the original in which case the information shall not be used unless a revised version of the information is submitted and is made available to the Member involved with the identifying letter-head and signature block removed;

(iii) while oral communication with outside assessors and others regarding a Member under consideration is discouraged, Members shall be entitled to receive a written summary of any material oral confidential information received regarding the Member that is to be used and which may affect the decision but the identity of the source of such information need not be disclosed;

At the Member's request, a representative of the Association shall be entitled to review any original document and its edited form to ensure that such deletion and editing as have occurred serve only to conceal the identity of the author. The representative shall maintain confidentiality with regard to the author's identity.

18.12

(a) The Board shall use the first letter in Appendix VI as a guideline for inviting persons outside Dalhousie University to act as assessors for a Member. It is understood that communication by telephone or in person is permissible to determine the availability of the person to act as an assessor.

(b) Once assessors have agreed to serve and have been sent the necessary material as outlined in the suggested second letter in Appendix VI, no material communication should occur without disclosure of the substance of the communication to the Member affected in accordance with Clause 18.11(b)(iii).

(c) If appropriate, the Board shall use the third or fourth letters in Appendix VI as a guideline for communication with the assessor.

(d) All Members of the Department or similar unit may have access to any special file created for the specific purposes of consideration of a Member for reappointment, promotion, tenure, continuing appointment or appointment without term and they may submit to the Department Chair, Head, Director or Dean, Chief Librarian or Vice-President a written assessment of the Member based on the criteria in this Collective Agreement. Such assessments, including their authorship, shall be made available on request to the Member, unless the author has requested confidentiality in which case they shall be treated as confidential in accordance with Clause 18.11(b)(ii). Members of the Department or similar unit who request access to said special file shall be bound by the same rules of confidentiality regarding the contents of the special file as apply to members of a departmental committee considering a Member for reappointment, promotion, tenure, continuing appointment or appointment without term.

18.13

(a) The Board shall provide access to the Association on a confidential basis, within two days of receiving a request from the Association, to any special file of a Member that was available to the President, Vice-President or Dean at the time he or she considered the matter of reappointment, promotion, tenure, continuing appointment or appointment without term of the Member, provided the Association requests the special file in writing not later than 21 days following the notification to the Member of the final decision in the matter.

(b) The University Tenure Committee and/or the University Promotion Appeal Committee shall have access to special files pertaining to promotion, tenure or appointment without term for the same assessments of other candidates within the same Faculty or other such unit in the same and preceding academic year as the candidate under consideration.

18.14 Notwithstanding the provisions of this Article 18, the Association shall have access to information in accordance with other specific provisions of this Collective Agreement.

Article 19: Existing Practices

19.01 The Board or its agents shall not unilaterally alter existing practices and processes for decision-making, consultation and recommendation in Departments and similar units, or alter Departmental, Faculty or similar structures which support teaching and research. Changes may be made in accordance with existing processes that are reasonable, certain and known or in accordance with processes for change approved or authorized by the Senate within its statutory jurisdiction.

19.02 The Board acknowledges its responsibility to maintain facilities, services and general working conditions which support the effective discharge by Members of their responsibilities as specified in Article 17. The Board may determine the manner in which, and the level at which, facilities and services are provided to Members, on the understanding that the Board will endeavour to maintain reasonable levels of working space, secretarial and other support services, including telephones, computing, printing, duplicating and library services, technical services and teaching and research assistance. The reasonableness of levels of services may be measured by consideration of financial resources of the Board and past practice in the provision of such services.

19.03 Any significant change in general working conditions which are reasonable, certain and known may be made by agreement of the Parties through the Association Board Committee. Any significant change in the levels of facilities and services provided, which levels are reasonable, certain and known, shall be discussed by the Parties through the Association Board Committee and an opportunity shall be provided for the Association's comments and suggestions about a proposed change to be considered before the change is introduced.

19.04 The onus of establishing a practice or process within the terms of Clause 19.01 or general working conditions or level of facilities and services within the terms of Clauses 19.02 and 19.03 shall rest upon the person or persons alleging its existence and it must be shown that the alleged condition, level, practice or process is reasonable, certain and known by the Board or its agents (including Department Chairpersons or Departments and similar units) and therefore is deemed to have been authorized by the Board.

19.05 Where a decision made outside a Department or similar unit requires there to be a permanent reduction of any full time or sessional full time position in the complement of support staff within a Department, the Department shall be advised in writing by the Dean or Vice President (through the Chairperson, Head, Director or Chief Librarian where there is such a person) and shall be given 10 days to make comments and suggestions which shall be considered before any change is finalized.

Article 20: Workloads

20.01 Provisions for the workloads of Members holding appointments as professional librarians, instructors or professional counsellors are contained respectively in Article 11, Article 12, and Article 13. This Article 20 applies to the workloads of Members holding other appointments. The workloads of Members appointed to one of the research ranks specified in Article 10 shall be determined taking due account of any special responsibilities or duties associated with the research appointment. The workloads for Continuing Education Members shall take account of their special duties and responsibilities and shall be determined in accordance with Article 37.

20.02 Subject to Clause 20.03, or unless specifically provided otherwise in an individual letter of appointment, Members are employed by the University for a period of twelve months in each year, including holidays and vacations as provided in this Collective Agreement, to carry out the duties and responsibilities described in Article 17 on a full time basis.

20.03 The specific workload of a part time Member shall be authorized in accordance with the Member's letter of appointment and the subsequent provisions of this Article 20.

20.04 A Member's workload normally includes, in varying proportions, the duties indicated in Article 17, namely:

- (a) undergraduate and/or graduate teaching;
- (b) research, scholarly, artistic and/or professional activity;
- (c) academic administration within Dalhousie University;
- (d) professional responsibilities outside Dalhousie University.

Unless otherwise indicated in the Member's letter of appointment, or unless this conflicts with established practice within the Member's Department or other unit, (a) and (b) constitute the Member's principal duties.

20.05

(a) The undergraduate and/or graduate classes to be taught by a Member, and other significant teaching responsibilities assigned to a Member, shall be defined within the Member's Department, School or College, where such units exist or within the Member's Faculty in Faculties where no Departments, Schools or Colleges exist. In Faculties having Departments, Schools or Colleges, the teaching component of a Member's workload shall then be recommended by the Chairperson, Head or Director and approved by the Dean. In Faculties without Departments, Schools or Colleges, the teaching component of a Member's workload shall be authorized by the Dean.

(b) Unless otherwise agreed by the Member, a Member's teaching duties shall be contained within two of the three academic terms per year. Where there is a trimester system in effect, the Member shall have the right to one complete term free of teaching duties in each academic year.

(c) The Department Chair, Head or Director shall distribute a list of the teaching assignments approved by the Dean for all Members in the department or other such unit by the first day of classes for each term.

20.06 Significant academic administrative duties within Dalhousie University and/or professional responsibilities outside Dalhousie University shall be noted in the recommendation of the Chairperson, Head or Director, and in the approval or authorization of the Dean.

20.07 Upon request from the appropriate Dean, Members shall submit a statement of research, scholarly, artistic, and/or professional activities planned or anticipated in the subsequent year. Also upon request from the Dean, Members shall submit at the end of the year a statement indicating changes in and progress toward the planned or anticipated activities.

20.08 A Member's workload may include the teaching of scheduled instruction during evening hours, during summer sessions, in a second department, or other unit with Dalhousie University, or off campus teaching as provided in Article 21. Such teaching duties may be assigned in accordance with existing arrangements within Departments or other teaching units made prior to the signing of this Collective Agreement. Any arrangements for assigning such teaching duties made subsequent to the signing of this Collective Agreement shall be made within Departments or other teaching units and shall include provisions for the agreement of the Member or Members affected. Any such arrangements shall be subject to the approval of the Deans of the Faculties involved. Such teaching shall not be considered overload teaching if appropriate reductions are made in the other teaching or academic administrative responsibilities of the Member or Members concerned. Members doing overload teaching shall receive an overload stipend.

20.09 With the agreement of the Member concerned and in accordance with the policies and procedures existing within the Departments or other teaching units for establishing a normal teaching workload, the Dean may approve or authorize overload teaching within a Member's Department, School, College or Faculty, or off campus as provided in Article 21, for a Member whose composite workload for the year is otherwise considered full time. In such cases Members shall be entitled to an overload stipend. Overload teaching in another unit of Dalhousie University is dealt with in Article 22.

Article 21: Off-Campus Teaching

21.01 While the Parties recognize that the majority of the work of Dalhousie University will take place within the campus of the University, including affiliated hospitals, laboratories and other related facilities, the University may schedule instruction in locations other than the regular campus.

21.02 Off campus teaching may be assigned in accordance with existing arrangements within Departments or other teaching units made prior to the signing of this Collective Agreement. Any arrangements for assigning off campus teaching responsibilities to Members made subsequent to the signing of this Collective Agreement shall be made within Departments or other teaching units and shall

include provision for the agreement of the Member or Members affected. Members whose employment includes responsibility for off campus teaching on a regular or continuing basis shall have such duties set out in their individual letters of appointment.

21.03 Any Member teaching in a location other than the regular campus and requiring transportation from the regular campus, shall be reimbursed the actual, reasonable costs of travel as well as other incidental costs arising directly from such travel, on a basis to be agreed in advance between the Member and the Dean or other appropriate administrative officer.

21.04 When a Member teaches in a location other than the regular campus, any additional commitments of time, such as for travel, shall result in a corresponding reduction of the Member's other duties or in a recognition of overload teaching as provided in Article 20.

21.05 The Parties recognize that the University may enter into agreements with other institutions providing for the sharing of facilities, Programmes, or students, including the admission of students from other institutions to scheduled instruction within Dalhousie University and the assignment of Members to provide instruction within the campus or facilities of another institution. Members may be assigned teaching responsibilities in another institution in accordance with existing arrangements within Departments or other teaching units made prior to the signing of this Collective Agreement. Any arrangements for assigning teaching responsibilities in another institution to Members made subsequent to the signing of this Collective Agreement shall be made within Departments or other teaching units and shall include provision for the agreement of the Member or Members affected.

21.06 In the case of a Member teaching within another institution, Clauses 21.03 and 21.04 shall apply if travel or relocation is required.

Article 22: Extra Professional Activities

22.01 Members other than professional librarians who are invited, with the co operation of the units involved, to do extra teaching in addition to their regular teaching in another unit of Dalhousie University (such as a Department, School, College, Institute, Centre) shall be paid extra for these extra duties insofar as they are in addition to the Member's regular duties and these extra duties shall not interfere with nor substitute for the Members' regular duties. Arrangements for such extra duties shall be developed by the respective Chairpersons, Heads or Directors, and the Member, and shall be subject to the approval of the Dean of the Faculty in which the extra teaching is to be done. A Member who teaches a credit course during a summer session shall be paid an overload stipend in accordance with Clause **31.88** except where such teaching forms part of their normal teaching workload pursuant to Clause 20.08.

22.02 Professional librarians who are invited to teach in a Department, School, College, Institute or Centre at Dalhousie University or are asked to perform on a regular basis duties in a Dalhousie library in addition to their regularly assigned duties, as dealt with in Article 11, shall be paid extra for these duties. Arrangements for such extra duties shall be developed by the appropriate Chief Librarian and the professional librarian, and shall be subject to the approval of the Dean of the Faculty in which the extra teaching is to be done or the Chief Librarian of the library in which the extra duties are to be undertaken.

22.03

(a) The nature of the professional competence of many Members affords opportunities for the exercise of that competence outside the Members' regular duties to Dalhousie University, on both remunerative and non remunerative bases.

Recognizing that such professional activities can bring benefits to and enhance the reputation of Dalhousie University and the capacity of Members, the Board agrees that Members have the right to engage in part time professional activities, paid or unpaid, providing such activities do not interfere with their regular obligations and duties to Dalhousie University. Members shall report all such activities when requested by the Dean or Vice President and in a form requested by the Dean or Vice President. Continuing Education Members agree not to engage in any professional activity, paid or unpaid, which competes or conflicts with the College of Continuing Education activities or with their duties and responsibilities at the College of Continuing Education. The College of Continuing Education may define such professional activity by Faculty regulation and copies of any such regulations will be made available to each Continuing Education Member.

(b) Notwithstanding any other Article of this Collective Agreement, Members who are Directors of or who report to a Director of the Canadian Institute of Fisheries Technology, the Nova Scotia CAD/CAM Centre, the Centre for Water Resources Studies, the Minerals Engineering Centre, the Atlantic Industrial Research Institute, the Applied Microelectronics Institute, the Atlantic Institute of Biotechnology, the Biomedical Engineering Institute, or such other research centre or institute which may be approved by the Board from time to time, shall not engage in activities which conflict with their responsibilities to or the interests of the Centre/Institute. The Guidelines at Appendix V shall be used to determine whether or not a conflict exists. The Member shall be advised in writing whether a conflict exists or not. Determinations of conflict of interests shall be grievable.

22.04 Without limiting the generality of Clause 22.03 it is understood that the following are included in the reference to part time professional activities: participation in professional associations, the Canadian Association of University Teachers and learned societies.

22.05 Any Member engaging in any substantial professional consulting practice or related employment outside Dalhousie University, shall discuss these activities in advance with the Chairperson, Head, Director, Chief Librarian, Dean or Vice President, as may be appropriate, to ensure that it is mutually agreed that these activities are compatible with the University responsibilities of the Member concerned.

22.06 Members shall reimburse the University for the cost of any University facilities, equipment, supplies, or services used in or for professional consulting, practice, or related employment outside Dalhousie University, unless such reimbursement is waived by the Dean. The cost of any such facilities, equipment, supplies or services shall not be greater than the most favourable Dalhousie commercial rate.

22.07 The name of the University and University letterhead shall not be used in extra professional activities unless agreed to in advance by the Member's Dean, University Librarian or Vice President.

Article 23: Copyrights, Patents and Author's Rights

23.01 Except as dealt with in Clauses 23.05 and 23.06, the Board makes no claim to the copyrights in books, articles and similar material in the print media written or prepared by any Member. The Board makes no claim to the copyright of any work of art, such as painting, sculpture, music or the like, created by any Member. The Board, therefore, undertakes to transfer to those Members who are the authors, and hereby transfers to those Members who are the authors, the copyrights of all material they have created in the print media and in works of art.

23.02 The Board undertakes to transfer, and hereby transfers, to those Members who are the authors, any and all rights in regard to computer programs. The Board shall have free use of any program developed in the course of the administrative duties of Members, and of any program developed to process Dalhousie University data and records, and of any program developed for use in the degree

Programmes of Dalhousie University. Such free use shall cease one year after the termination of the employment of the Member who holds the copyright. The Board may acquire continued use of such computer programs on payment of an appropriate fee.

23.03 Members are sole copyright holders in their own lectures. The Board shall give every reasonable assistance to Members to prevent publication, recording or broadcasting of lectures not authorized by the Members concerned.

23.04 The copyright of any recorded work, such as film, videotape, audio recording and the like, belongs to the Member who is the creator of its content.

23.05

(a) A Member whose workload includes editing a journal or magazine published by Dalhousie University shall not own any copyrights therein save and except for articles, reviews or literary pieces written by the Member.

(b) Continuing Education Members shall have the same rights under Article 23 as all Members except that Continuing Education Members shall not own any copyright in materials which are produced for use in the College of Continuing Education programs or produced under the terms of a contract or externally funded project arranged on behalf of the College of Continuing Education or the University or except as may otherwise be agreed in writing by the Board and the Member.

23.06

(a) Members agree to waive any claim for monetary compensation arising out of copyright claims in relation to teaching manuals produced internally within the University as part of their workload, provided that such manuals are sold only within the University at a price set to recover direct costs (i.e., paper, bindings, salaries of support staff, and duplicating costs, but not honoraria or similar payments) or less. If the Board sells at a price higher than direct costs or sells to the general public, then the Board shall pay to the Member(s) who holds the copyright in the teaching manual a ten percent (10%) royalty on all such sales.

(b) If the Member agrees in writing that his or her workload as specified in Article 20 shall include the production, without any direct funding other than salary, of a recorded work, textbook, printed lectures, laboratory notes or other teaching materials, except for teaching manuals as provided in Clause 23.06(a), the Board may use such materials in its educational Programmes. This right shall cease five years after the termination of employment by the Member. However, the Board may arrange for continued use of the material upon payment of an appropriate royalty or fee.

23.07 The Board will do its utmost to make available to Members, without cost, production facilities and funds necessary to produce recorded works for use in Dalhousie University's educational Programmes. Priority for the amount of funds and the kinds of facilities shall be determined by the Senate.

23.08 Where a Member has copyright in a recorded work produced with the assistance of direct funding by the Board or with the use of Dalhousie University production facilities, free of charge or substantially less than the local commercial rates, the Member shall grant to the Board a license to use the recorded work in its educational Programmes, including the right to grant others permission to use the work for that same purpose in Dalhousie University. Such license shall cease one year after the termination of the employment of the Member who holds the copyright. The Board may acquire continued use of such work for the above purpose on payment of an appropriate fee.

23.09 The Member directly, or through the agency of the Association, shall establish a fee to be charged to third parties wishing to use work recorded under the conditions given in Clause 23.08. If agreement on such a fee cannot be reached within thirty days of a request by the Member, an appropriate fee shall be set by the Committee on Patents and Copyrights, set up in accordance with Clause 23.13.

23.10 Any fees or royalties or other income received by the Board as a consequence of the exploitation of work recorded under the conditions given in Clause 23.08 shall be distributed fifty percent to the Member and fifty percent to the Board.

23.11 Members who believe their work recorded under the conditions given in Clause 23.08 is unsatisfactory for a proposed use due to dating or other good reason, shall have the right to require the said work to be amended on the same terms as the original production or to require its use to cease.

23.12 Where more than one copyright holder has an interest in a work recorded under the conditions given in Clause 23.08, each copyright holder shall exercise his or her rights with respect to his or her contribution, providing that contribution may be erased without destroying the value of other contributions to the same recording or series. Disagreements between the holders of shared copyrights in such recorded material shall be referred to the Committee on Patents and Copyrights set up in accordance with Clause 23.13.

23.13 The Board and the Association shall continue the Committee on Patents and Copyrights composed of two members appointed by the Board and two Members appointed by the Association. The chairperson of this committee shall be, at alternate meetings, one of its members appointed by the Board then one of the Members appointed by the Association.

23.14 The Committee on Patents and Copyrights shall meet within fifteen (15) days of a case having been referred to it. It shall consider copyright and patent cases referred to it by Members as well as those referred by the Board, including disputes over fees. The committee shall render a decision within two months of receipt of a request.

23.15 The Board makes no claim to any invention, improvement, design or development made by a Member without the use of the Board's funds or support or technical personnel. The payment of a regular salary to a Member and the provision of an academic environment in which to work shall not be construed as the use of the Board's funds or support or technical personnel in interpreting this Clause 23.15 or others in Article 23. Any claim that the Board may wish to make on any invention, improvement, design or development made by a Member shall be stated in writing at the time monies other than regular salary or support or technical personnel are provided.

23.16 Members have no obligation to seek patent protection for the results of their work or to modify their research to enhance patentability. Members also have the unqualified right to publish their inventions, improvements, designs and developments.

23.17 Members shall have the right to process applications for patents and the right to process such patents either on their own or through Nova Universities Technology Inc., or other similar agency with which the Board may have an agreement. The Board agrees not to modify, change, alter or abandon its agreement with Nova Universities Technology Inc., or other similar agency without consulting the Association through the Association Board Committee.

23.18 Members who process applications for patents through the Board's agreement with Nova Universities Technology Inc., or other similar agency may be required to sign an agreement governing proceeds and other terms.

23.19 Where Members make their own arrangements to patent an invention which has involved the use of the Board's funds or support or technical personnel, such Members shall grant fifty percent of the net proceeds to the Board.

23.20 Disputes about patents may be referred to the Committee on Patents and Copyrights.

Article 24: Resignation and Retirement

24.01 Members shall give notice of their intention to resign as early as possible, and it should not be later than four months prior to the date on which the resignation is to take effect.

24.02 In the case of Members holding appointments as instructors or professional counsellors, notice of intention to resign shall be made in writing, addressed to the Dean. For Members holding other appointments, notice of intention to resign shall be made in writing, addressed to the President. In all cases, this notice shall be transmitted through the Member's Chairperson, Head, Director, Chief Librarian, or other appropriate administrative official.

24.03 Resignations shall take effect and employment with Dalhousie University shall terminate on 30 June of the year in question, unless otherwise agreed by the Member and the Board, or unless a Member intending to resign takes up full time employment elsewhere prior to 30 June, in which case employment with Dalhousie shall terminate on the date the Member takes up such other employment.

24.04 All Members shall retire at the end of the academic year in which they have reached the age of sixty five years, as determined in accordance with the Dalhousie University Staff Pension Plan provided, however, that those Members who were employees of the Technical University of Nova Scotia on 31 March 1997 and have continued as Members since that date and who were members of the Public Service Superannuation Plan on 31 March 1997 and who have continued as members of such Plan shall retire in accordance with said Plan.

24.05 Members reaching retirement age may apply for reappointment either on a full time or part-time basis, as specified in Clause 14.16(a)(iii), and Members holding post retirement appointments may similarly apply for reappointment. Application shall be made by 31 October of the calendar year before the Member is due to retire, or the year before the Member's current appointment expires.

24.06 Members applying for post retirement reappointment shall be informed of the decision of the President, Vice President (Student Services), or Dean, as appropriate, by 31 December of the year of their application unless the Member is advised by the President, Vice President (Student Services), or Dean, as appropriate, on or before 31 December that an extension is required in which case consideration shall be deferred to no later than 31 March of the academic year of their application. Failure to inform the Member by 31 December or 31 March, as appropriate, shall mean that the post retirement reappointment applied for shall be made. Reappointments shall be made in accordance with Clause 14.11.

24.07 After retirement, former Members shall have access to Dalhousie University library and other facilities and services on the same basis as full time Members, provided such access does not seriously disrupt the services provided to continuing Members and students in Programmes.

24.08 A Member may, with the consent of the Board, retire before the age of sixty five years. In such cases of early retirement, the Member shall receive such pension or other benefits to which he or she is entitled in accordance with Article 32 of this Collective Agreement provided, however, that those Members who were employees of the Technical University of Nova Scotia on 31 March 1997 and have continued as Members since that date and who were members of the Public Service Superannuation Plan on 31 March 1997 and who have continued as members of such Plan shall retire in accordance with said Plan.

Article 25: Changes in Programme Staffing for Academic Reasons

25.01 The Parties agree that teaching, research and professional library staff are essential to the University's goals, and that the Senate is responsible for determining the teaching, scholarly and research objectives of Dalhousie University within the financial limits approved by the Board. The Board agrees to maintain the integrity of Programmes approved by the Senate by providing a staff of Members sufficient to that purpose subject to the provisions of this Article 25, Article 26 or Article 27.

25.02 The Parties acknowledge that the Senate may decide for bona fide academic reasons that a Programme should be varied, reduced or eliminated. In implementing such decisions which affect the terms and conditions of employment of Members, the Board shall take due account of recommendations resulting from such representative planning processes as may be established by the Senate, the Faculties or the Departments or similar units of the University, provided these are fair, reasonable, and consistent with the provisions of this Collective Agreement. When a Senate decision to reduce or eliminate a Programme is based primarily on a loss of student clientele, the Board acknowledges that it will take action that affects the appointments of Members only if the loss is significant and has been continuous, and is expected to continue, over several years.

25.03 When a decision of the Senate calls for the reduction or elimination of a Programme, Members who work in that Programme will not be replaced when they leave Dalhousie University. In other circumstances, unless the provisions of Article 26 or Article 27 apply, a Department or other such unit which does not agree with a decision of non replacement shall be given an opportunity to present its case to the Faculty Academic Planning Committee; if agreement cannot be secured as a result of the review by the Faculty Academic Planning Committee, a Department or other such unit may appeal to the Senate Academic Priorities and Budget Committee, which shall make a final decision on whether a replacement appointment is necessary to maintain the integrity of the Programme in question.

25.04 The Board will take any of the actions in Clause 25.05 to reduce staff in a Programme for academic reasons, only if the Senate has decided that the Programme be reduced or eliminated, and only if the non replacement of Members is likely to be insufficient. Before taking any action to give effect to such a Senate decision which might reasonably be expected to result in effects upon Members, the Board shall forward a report to the Association and to the Senate. The report shall cite the specific decision or decisions of the Senate calling for a reduction or elimination of positions, the steps to be taken in Clause 25.05, the number of Members to be affected, and alternative means, if possible, for dealing with the situation. The report shall provide the Board's reasons for the necessity of the proposed actions. The Board shall allow a reasonable period, not less than sixty days, for the Association and the Senate to respond to this report.

25.05 If the Senate decides that a Programme is to be reduced or eliminated and the Board agrees, the Board shall seek to reduce the number of positions held by Members in a Programme in a manner and to a degree consistent with the Senate's recommendations by action in three stages:

(a) Through the following arrangements in cooperation with Members and the Association-Board Committee:

(i) regular retirements and resignations;

(ii) voluntary transfers to other duties within Dalhousie University;

(iii) voluntary early retirement or voluntary reduction in workload and commensurate salary;

(iv) voluntary separation;

(v) voluntary retraining for other available positions within Dalhousie University for which the Member may, in the judgment of a concurrent majority of the Association-Board Committee, be reasonably qualified.

(b) If the arrangements set out in Clause 25.05(a) will not result in elimination of the number of positions required within a reasonable period of time, but not less than that recommended by the Senate, the Board, on the recommendation of the Association-Board Committee (such a recommendation shall not be unreasonably withheld), may proceed with the following steps in sequence as necessary to make the required number of reductions:

- (i) non renewal of initial probationary or initial probationary tenure track appointments and of initial limited term appointments under Clause 14.16(b);
- (ii) non renewal of renewed limited term appointments under Clause 14.16(b);
- (iii) non renewal of tenure track appointments and of renewed probationary appointments;
- (iv) redeployment of Members with tenure or appointments without term or continuing appointments (on the recommendation of the Association Board Committee) to other available positions for which they are qualified (or for which they can reasonably be retrained) and which they are willing to accept.

Under (a)(v) and (b)(iv) above the Board shall pay retraining costs where necessary, as judged by the Association Board Committee. The Association-Board Committee will make all reasonable efforts to find alternative positions for Members affected by steps under Clause 25.05(b).

(c) If Members holding continuing appointments are unwilling to be redeployed or if there is no possible job for which the Member could qualify with reasonable retraining, the Board may lay the Member off with at least the same notice, recall rights and any other rights and privileges provided to Members or laid off former Members under Clause 27.28(b), but with an additional six months' severance pay.

(d) If Members holding appointments with tenure or without term are unwilling to be redeployed or if there is no possible job for which the Member is qualified or could qualify with reasonable retraining, they will be offered the choice of:

(i) continuing with full facilities for the continuation of their research, scholarship, artistic and/or professional activities, and their duties related to academic administration within Dalhousie University and professional activities outside Dalhousie University, on a half time basis or other fraction as may be agreed to by the Dean and the Member concerned (if no agreement is reached, the fraction shall be one half or the fraction specified by the Dean, whichever is higher) with no loss in rank, tenure status (or appointment without term) and years of service accumulated to that date toward sabbatical leave, with salary at the same fraction as provided above, and with responsibilities assigned to such a Member in accordance with Article 20 set out in writing at the time any change takes place;

(ii) being laid off with at least the same notice, recall rights, and any other rights or privileges provided to Members or laid off former Members under Article 27, but with an additional six months' severance pay.

25.06 Should any or all of the steps in Clause 25.05(b), (c) or (d) be required, the identification of Members who are subject to non renewal of appointment or lay off shall be made by representative committees in the Departments or similar units affected. Such decisions shall be made according to appropriate criteria on fair and nondiscriminatory bases, consistent with the provisions of the Collective Agreement and with those characteristics of excellence considered relevant to granting appointments, reappointments, promotion, tenure, appointments without term, and continuing appointments. In the event committees fail to make recommendations within sixty days, the Dean or Vice President, in consultation with the Association Board Committee, shall determine the Members to be affected.

Article 26: Financial Constraint

26.01 Financial constraint is a situation in which the overall budget of Dalhousie University, including potentially the budget for bargaining unit salaries, is in a condition of severe restraint which cannot be met through routine budgetary measures. It is less serious than a financial exigency and can be resolved by less drastic solutions.

26.02 The Board shall not declare that a state of financial constraint exists until it has taken all routine budgetary measures given in Clause 26.02 to postpone, alleviate or avoid the state of financial constraint. It is understood that routine budgetary measures shall include:

(a) efforts to increase the revenue of Dalhousie University;

(b) efforts to reduce or eliminate expenditures on budgetary items not crucial to the teaching, professional, artistic, scholarly and research objectives as may be determined by Senate;

(c) non replacement of Members who leave or have left the University, which shall be in accordance with the following procedures:

(i) Normally by 1 February, the President after consultation with Senate, shall determine the level of reduction in the overall complement of Members;

(ii) the President may designate the way in which this reduction is to be distributed among Faculties. Such reduction shall be subject to the agreement of the Senate Academic Priorities and Budget Committee and consistent with the priorities established by Senate's academic planning processes. If no such agreement has been reached within thirty days, the President may proceed to make the reductions in the way originally proposed;

(iii) each Dean may designate the way in which this reduction is to be distributed within the Faculty. Such reduction shall be subject to the agreement of the Faculty Academic Planning Committee and consistent with the priorities established by Faculty academic planning processes. If no such agreement has been reached within thirty days the President may proceed with non replacement in the way proposed by the Dean or in accordance with the proposal, if any, of the Faculty Academic Planning Committee. Departments or other such units with fewer than 5 Members shall not be subject to more than 1 non replacement in any 3 year period unless the Faculty Academic Planning Committee so agrees.

(iv) by 31 May, the Board shall provide a list to the Association of the names of Members who will not be replaced, subject to additions or deletions as a result of decisions made after that date.

(d) non renewal of some or all of those limited term appointments defined in Clause 11.03, Clause 12.11, Clause 13.02 or Clause 14.16(a) of this Collective Agreement;

(e) those measures in Clause 26.04.

26.03 Insofar as routine budgetary measures may require action under Clause 26.02(c) or (d), the Board shall advise the Association in advance, citing this Clause 26.03, of the measures it proposes to take under Clause 26.02(c)(i) or (d), and shall keep the Association advised of the overall condition of the operating budget of the University.

26.04 Steps to postpone, alleviate or avoid the state of financial constraint may include encouragement of Members to accept: voluntary leave, voluntary early retirement, voluntary reductions in responsibilities and corresponding salary or voluntary separation, provided that prior to any such agreement between a Member and the Board:

(a) there shall be notice to the Association, and

(b) there shall be consultation with the Department, and

(c) that such agreement is consistent with the academic needs of the Programme and the financial interests of the University, and

(d) the Board shall inform the Association in writing of the details of the arrangements referred to above.

26.05 In implementing any routine budgetary measures, the Board shall take due account of recommendations resulting from such planning processes as may be established by Senate, Faculties, or Departments or similar units.

26.06 Before the Board takes any of the actions provided in Clause 26.08, it shall advise the Senate and the Association, through a report from the President, that it intends to declare a situation of financial constraint. This report shall cite this Clause 26.06, and shall provide relevant detailed information on the

Board's efforts and plans to increase revenue, the methods employed, and the actual and projected increase in revenue. The report shall also provide detailed information on the reduction or elimination of expenditures on budgetary items referred to in Clause 26.02(b) and the actual or projected savings resulting therefrom. This report shall demonstrate why the actions in Clause 26.02 are inadequate to avoid this situation of financial constraint.

The report shall also state those steps provided in Clause 26.08 the Board proposes to take, the maximum amount of reduction in the bargaining unit salary budget and the maximum reduction in the number of Members which is proposed, and the reasons to justify this amount and the need for such steps.

26.07 The Board shall allow the Association and the Senate a reasonable period, not less than thirty days, to make proposals on ways in which the financial situation might be ameliorated, including how any reductions in expenditures might be accomplished with the least damage to the University. The Senate may, if it wishes, specify the academic priorities within which the situation of financial constraint is to be resolved.

26.08 Following the procedures in Clauses 26.06 and 26.07 the Board may declare that a situation of financial constraint exists and that some or all probationary, probationary tenure track, and those limited term appointments defined in Clause 14.16(b) shall not be renewed.

26.09 Subject to Clause 26.13, the percentage reduction in the bargaining unit salary budget shall not exceed the percentage reduction in the overall salary budget for teaching, research and professional library staff, excluding restricted external funds for salary support.

26.10 The steps in Clause 26.08 above shall not be taken to affect the bargaining unit unless the actions possible in accordance with Clause 26.02, are inadequate and any proposals from the Association for relieving the financial situation are judged by the Board to be inadequate to avoid, eliminate or sufficiently alleviate financial constraint, and reasons for this judgment have been given.

26.11 The identification of those whose appointments will not be renewed, as provided for in Clause 26.08, shall be made by representative committees in the Departments or similar units affected. Such decisions shall be made according to appropriate criteria on fair and non discriminatory bases consistent with the provisions of this Collective Agreement and with those characteristics of excellence considered relevant to granting appointments, reappointments, promotion, tenure, continuing appointments and appointments without term. In the absence of a recommendation from the Department or similar unit concerned within twenty days, the Dean or Vice President shall consult with the Association Board Committee and shall undertake within twenty days the identification of those whose appointments will not be renewed.

26.12 For purposes of this Article, the situation of financial constraint shall continue for a period of one year from the date of the Board's declaration unless repealed sooner by the Board in light of a sufficiently improved financial situation. If the situation of financial constraint is to be continued the Board must make a new declaration under Clause 26.08 following the procedures in Clauses 26.06 and 26.07.

26.13 Notwithstanding the provisions of this Article 26, the Senate may determine that some of the positions affected by financial constraint are redundant under the terms of Article 25 of this Collective Agreement.

Article 27: Financial Exigency

27.01 A financial exigency exists if, and to the extent that, far reaching reductions are required in University expenditures, which may include expenditures on Members' salaries, in order to avoid the financial collapse of the University.

27.02 Bearing in mind that the primary aims of the University are teaching, scholarship and research, and except as may be provided for in Article 26, the Board undertakes that lay off or termination of employment of Members for financial reasons will occur only in the event of, and only to the extent required by, a bona fide case of financial exigency. The necessity must arise from the total budget of Dalhousie University, not just the teaching, research, library or salary budget.

27.03 Before the Board takes any action for reasons of financial exigency it shall advise the Association, through a report from the President, of its judgment that such a situation obtains. The President's report shall include the information which convinced the Board of the need for such a decision and the Board's statement of the magnitude of the exigency, its proposal for solving the exigency and a statement of the maximum reduction necessary in bargaining unit salaries. The Association shall have a reasonable opportunity, and not less than twenty eight days, to respond through the Association-Board Committee to the President's report.

27.04 Following the report by the President referred to in Clause 27.03 and until the decision is made by the Board whether a declaration of financial exigency is to be made, and this decision has been implemented in accordance with Clause 27.17, the President shall not recommend any appointments to vacant or new positions on the teaching, research, library or administrative staff of Dalhousie University.

27.05 If requested by either the Association or the Senate, the Board shall establish an Independent Financial Advisory Committee, composed of one member nominated by the Board, one member nominated by the Association and a chairperson chosen by those two members. Failing agreement to select a chairperson within ten days, Senator Carl Goldenberg or someone chosen by him shall serve as chairperson.

27.06 The Board shall provide to the Independent Financial Advisory Committee all relevant information, financial and otherwise, pertaining to Dalhousie University requested by the chairperson of the committee. Delay in providing information shall lead to an equivalent extension in the committee's time to consider before reporting. Refusal by the Board to produce the information requested by the committee shall be, in and of itself, grounds upon which the committee may declare that there is no state of financial exigency and that no lay offs or termination of the employment of Members for financial or budgetary reasons shall occur.

27.07 The Independent Financial Advisory Committee shall seek to reach a judgement in which all three members concur. Failing a majority judgment on any issue to be reported, the judgment of the chairperson shall be the judgment of the committee, but the members may report their divergent opinions. Any report of the committee shall be a public document.

27.08 The committee shall report to the Board and the Association within ninety days of the selection of its chairperson, unless a longer period is agreed upon by the Parties or unless there has been a delay as in Clause 27.06.

27.09 The committee may recommend specific measures to be adopted or steps to be taken to ameliorate or eliminate the exigency, including:

- (a) reasonable reductions in all areas of Dalhousie University's expenditures other than salary expenditures for Members;
- (b) appropriate means of increasing revenue;
- (c) taking all possible advantage of endowment funds and other investments;
- (d) disposing at reasonable prices of Dalhousie University property not essential to the teaching, scholarship and research objectives of the University;
- (e) reductions in administrative staff that are not likely to interfere seriously with the aforementioned objectives of the University;

(f) reductions of salary commitments through attrition, including regular retirements without replacement, including also the anticipated expiry of non renewable limited term appointments;

(g) reduction of salary commitments through non renewal of probationary, probationary tenure track and limited term appointments.

The committee shall recommend step (f) only if it judges that steps (a) to (e) are inadequate to ameliorate sufficiently or eliminate the exigency and it shall recommend step (g) only if it judges steps (a) to (f) inadequate to the same purpose.

27.10 If the committee judges that the measures and steps it recommends in accordance with Clause 27.09 are adequate to ameliorate sufficiently or eliminate the exigency, it shall so declare in its report and it shall recommend against the lay off and termination of the employment of Members.

27.11 Only if the savings to be achieved through the measures and steps it recommends in Clause 27.09 are inadequate to ameliorate sufficiently or eliminate the exigency shall the committee recommend that the lay off or termination of the employment of Members be carried out.

27.12 Using generally accepted accounting procedures the committee shall assess the validity of the Board's declaration of financial exigency and shall state the magnitude of the exigency, its proposals for meeting the exigency and shall state the maximum amount of reduction of bargaining unit salaries it believes justified.

27.13 Upon receipt of the report from the committee, or after ninety days or longer period (as agreed by the Parties in accordance with Clause 27.08 or due to delay in accordance with Clause 27.06), the Board may, through the President, declare that a bona fide state of financial exigency obtains within Dalhousie University.

27.14 After receipt of the committee's report, in accordance with Clause 27.13, the Board shall inform the Association through the Association Board Committee if it intends to declare a state of financial exigency which will require a reduction of the bargaining unit salary budget and give the Association not less than thirty days to respond.

27.15 The Board may, after declaring that a bona fide state of financial exigency obtains within Dalhousie University, declare the amount of bargaining unit salary reduction that must be achieved through lay off or termination of employment of Members. If the Independent Financial Advisory Committee unanimously recommends a maximum reduction of bargaining-unit salaries in Clause 27.12, then this amount shall not be exceeded by the Board. In the absence of a unanimous recommendation, the Board shall act to exceed the maximum amount of reduction of bargaining-unit salaries, declared by the Independent Financial Advisory Committee in accordance with Clause 27.12, only if it can make a bona fide case that its own declared amount, made in accordance with this Clause 27.15, rather than the committee's declared figure aforesaid is necessary to avoid the financial collapse of the University and that the exigency cannot be sufficiently ameliorated in other ways.

27.16 The maximum amount of bargaining unit salary reduction which is finally settled upon in accordance with Clause 27.15 shall not be increased unless and until a new declaration of financial exigency is made and the procedures of this Article 27 are followed.

27.17 In the event that the Board declares the need for a reduction in the bargaining unit salary budget, as in Clause 27.15, a Supervisory Committee shall be formed to supervise the state of financial exigency as it applies to Members. The committee shall consist of two Members appointed by the Association, two Members appointed by the Board and a chairperson chosen by the committee from the academic staff of another university. Failing agreement to select a chairperson within ten days, Dr. Kenneth Ozmon or someone chosen by him shall serve as chairperson.

27.18 Within ninety days, the Senate shall specify the priorities for establishing which teaching, research or library units shall be subject to reduction.

27.19 Working within the priorities as may have been specified by the Senate, the Supervisory Committee shall first determine the number and distribution of people to be laid off and then, subsequent to the procedures described in Clause 27.20, the individual Members. The Supervisory Committee's procedures shall include reasonable provisions for Members to argue their cases, both individually and on behalf of their teaching, research and library units. The Supervisory Committee shall take it as a rule of procedure that no Faculty, School, College, Institute, Centre, Library, or Department within a Faculty shall have its bargaining unit salary budget reduced for reasons of financial exigency by a percentage that is more than 1.25 times the percentage reduction in the overall bargaining unit salary budget. Should the committee decide that it must reduce a particular unit by more than the 1.25 percent guideline, it will first refer the matter to the Senate for approval. Failure by the Senate to make a judgment within a time specified by the committee (which in any case shall not be less than two weeks) will give the committee power to proceed as it sees fit. The Supervisory Committee will complete its activities within five months from the declaration of priorities by the Senate as provided in Clause 27.18.

27.20 The identification of individual Members to be laid off shall be made by the Supervisory Committee in consultation with the appropriate Dean or Vice President and with committees in each Department or other such unit potentially affected. These consultative committees shall consist of Members elected by the unit and one Member appointed by the Association from outside the affected unit. Such decisions shall be made according to appropriate criteria on fair and nondiscriminatory bases consistent with the provisions of this Collective Agreement and with those characteristics of excellence considered relevant to granting appointments, promotion, tenure and appointment without term. Those characteristics are given in the Report on Tenure (approved by the Senate and the Board in 1971) and, in the case of professional librarians, in Article 11 of this Collective Agreement. Length of service shall not be considered as a criterion for identifying individuals to be laid off unless all the other criteria have been exhausted. Recommendations and the bases for the recommendations shall be made, in writing, by the Supervisory Committee, following full consultation with all Members of the affected academic unit. Members recommended for lay off shall have the right to examine the above-mentioned written recommendations.

27.21 The President shall write to each person designated for lay off, indicating the intention to recommend to the Board that the person be laid off and stating that the lay off is for reason of financial exigency only. The President's letter shall be delivered to the person by registered mail.

27.22 Such notice shall be provided as soon as possible prior to the date of lay off. For Members with tenure, appointment without term, or continuing appointments notice shall be at least fifteen months, and for Members holding tenure track appointments, probationary tenure track appointments, or probationary appointments notice shall be at least nine months. For the purpose of this Article 27 the procedures for lay off shall not apply to those holding limited-term appointments.

27.23 Prior to implementing any lay off, the Board shall make every reasonable effort to secure a position elsewhere in Dalhousie University for the person concerned. Individuals who accept such alternate employment which is on the teaching, research or professional library staff shall continue all their employment rights, including years of service towards sabbatical leave, salary and pension credit. Individuals who accept alternative employment at Dalhousie University which is not on the teaching, research or professional library staff shall continue those employment rights which are appropriate to their new positions and shall retain those pre-existing employment rights which are not so appropriate, for use if they return to the teaching, research or professional library staff. Individuals who accept alternate employment at Dalhousie University shall have the same rights, in Clauses 27.24 to 27.26, as those laid off and shall be given reasonable opportunity to retrain for their new duties. The Board shall pay tuition where necessary, as judged by the Association Board Committee.

27.24 There shall be no hiring of new teaching, research or professional library staff to positions in the University until all laid off former Members, who apply and are qualified for the positions that become available, have been offered them. Laid off former Members shall have the right of first refusal for their original position and for all other vacancies on the teaching, research and professional library staff of Dalhousie University, for which they are qualified, for a period of six years from the date of their lay off or earlier period as given in Clause 27.29. Although preference shall not be given to laid off former Members over other persons who have been laid off from other bargaining units or the administrative staff in Dalhousie University for recall to their original unit, preference shall be given to laid off former Members over other people for such positions. The qualifications of laid off former Members shall be judged by the appropriate Department or similar unit and the Dean or Vice President concerned and, where more than one laid off former Member is being considered, the Department or similar unit shall choose among them. Individuals receiving offers of employment under this provision shall have up to one month to accept such offers and a reasonable period, not less than six months, to terminate alternative employment and take up the position. The Board shall notify all laid off former Members by regular mail, at their last known address, of all available positions at Dalhousie University and also give timely notice of them to the Association.

27.25 Recalled persons returning to teaching, research or professional library positions shall be entitled to seniority and tenure (or appointment without term in the case of professional librarians) as at the time of lay off and years of service prior to lay off shall be counted towards sabbatical leave privileges. Salary shall be the salary at the time of lay off, increased by any applicable across the board or standard increments, not including increments for career development awarded during the period of lay off unless the person's activities during lay off warrant some payment for career development.

27.26 Any person recalled to a position different from that at lay off shall continue to have the right of first refusal for a vacancy in his or her original position for a period of six years from the time of initial lay off.

27.27 For a period of six years, laid off former Members shall enjoy full access to University facilities, including library and computing services, under the same conditions as Members. Office and laboratory space shall be provided when the Board judges this would involve no significant cost and the Department or similar unit judges that such access would not inhibit seriously its teaching Programme. Those laid off former Members who are not in full time employment, their spouses and dependents shall be eligible for tuition waivers as provided for through this Collective Agreement, for a period of six years from the date of lay off.

27.28 A person who has been laid off for reasons of financial exigency shall be entitled to:

- (a) notice or one month's salary and benefits for each month's notice as specified in Clause 27.22; and either
- (b) in the case of an instructor or professional counsellor Member employed in excess of three (3) years, one (1) month's salary for each full year of service, but a minimum of nine (9) months' salary and a maximum of twelve (12) months' salary shall be paid to those who have continuing appointments and a maximum of nine (9) months' salary shall be paid to those who have probationary appointments; or
- (c) in the case of other Members, one month's salary and benefits for each year of service at Dalhousie University, but a minimum of twelve months' salary and a maximum of fifteen months' salary shall be paid to those who have appointments with tenure and those who have appointments without term, and a minimum of six months' salary and a maximum of nine months' salary shall be paid to all other persons laid off.

The salary referred to in (a) is that current at the time notice is given and the salary in (b) and (c) is that current at the date of lay off, or at the time notice is given if salary in lieu of notice is taken under (a).

27.29 Recall rights of a person laid off shall terminate six years from the date of lay off, or the date due for retirement, or when the person indicates in writing to the Board that he or she no longer wishes to be considered for recall, or at the date of expiry of the appointment from which the person was laid off, whichever of these occurs soonest.

Article 28: Disciplinary Actions, Suspension and Dismissal

28.01

(a) Any disciplinary action, including a letter of reprimand or warning, shall be taken only for just and proper cause. Causes for disciplinary action include: gross misconduct; misrepresentation of credentials; persistent neglect of duty to students or to the University; failure to maintain an acceptable standard of competence and performance in duties appropriate to the appointment; malicious damage to University property. Causes for suspension include an immediate threat to the functioning of the University. Illness, including drug addiction, alcoholism and psychological disorders, are not causes for disciplinary action and shall be considered in accordance with the provisions of Clauses 30.05 to 30.07.

(b) Where disciplinary action, including suspension or dismissal, has been recommended pursuant to the procedures set out in the Sexual Harassment Policy approved by the Board on 16 March 1999, and the Statement on Prohibited Discrimination issued by the President on January 2001, the Member and the Association shall be given a copy of all relevant materials, including the decision(s) referred to in Clause 28.10, prior to the initiation of the procedures contained in this Article 28.

Procedure for Those Holding Appointments as Instructor or Professional Counsellor Members.

28.02 The step procedure for disciplinary action shall be:

(a) Verbal warning. A Member shall be warned at a meeting of the Dean, the Chairperson and the Member in question. The Board may indicate what disciplinary remedy the Board intends to take. If agreement is reached as to the disposition of the matter, it shall be reduced to writing, countersigned by the Dean and the Member, and forwarded to the Association within five (5) days.

or

(b) Written warning. If the procedure of Clause 28.02(a) is not successful in resolving the problem, within thirty (30) days (unless the Board has initiated proceedings at this step) a written warning may be given by the Dean to the Member. A written warning shall include details of the cause of discipline and any proposed remedy, and a copy of the warning and proposed remedy shall be sent to the Association within five (5) days. If agreement is reached as to the disposition of the matter, it shall be reduced to writing, countersigned by the Dean and the Member, and forwarded to the Association within five (5) days.

(c)(i) Suspension. If the matter is not resolved by the procedures of Clause 28.02(b), the Vice President shall meet with the Member and the Chairperson. The Vice-President shall state the alleged violation(s) included in the written warning that remains unresolved, which may include the Member's failure to take remedial actions specified therein. No matter may be brought forth as reason for disciplinary action unless it has been previously stated in the written warning as provided in Clause 28.02(b). The Vice President may then inform the Member of the Board's intention to suspend and the duration of the suspension. The suspension may not commence earlier than thirty (30) days from the date of the meeting.

(c)(ii) If a grievance is not filed within thirty (30) days of the meeting, the suspension is deemed accepted and shall be without pay for a period of up to three (3) weeks.

(c)(iii) If a grievance is filed, the Board may suspend the Member from some or all duties at Dalhousie University and the suspension shall be with pay. A letter to the Vice President from the Member and/or the Association that denies the alleged violation(s) of this Collective Agreement and/or contests the remedy sought by the Board as inappropriate or unjust shall be deemed notification of filing a grievance pursuant to Clauses 29.05(a) and 29.07.

(d) Dismissal. If the procedures of Clause 28.02(c) have been carried out but the matter that was the subject of the provisions herein continues when the Member returns, within sixty (60) days of the Member's return to his or her duties and responsibilities at Dalhousie University, the Vice President may give written notice to the Member of the Board's intention to dismiss, and a copy shall be forwarded to the Association. This written notice shall contain a complete statement of the grounds for dismissal, but no matter may be stated as grounds for dismissal unless it was included in the written warning pursuant to Clause 28.02(c). Within twenty (20) days of such notice having been given, the Member shall inform the Vice President in writing of a decision either to accept dismissal or to oppose the dismissal through the grievance procedure in Article 29. Failure to inform the Vice President within twenty (20) days shall be deemed to represent acceptance of dismissal.

28.03 Notwithstanding the procedures provided in Clause 28.02, the Vice-President may suspend a Member by written notice for stated cause involving extraordinary circumstances. Such circumstances include an immediate physical threat by the Member to any individual in Dalhousie University, or an immediate and serious threat to the functioning of Dalhousie University or the property of Dalhousie University. The suspensions may be from some or all duties at Dalhousie University and shall be with pay; however, some privileges may be withdrawn. Within twenty (20) days of the date of suspension, the Board shall notify the Member by registered mail, of what further action it intends to take, if any, with a copy to the Association. If no notice is received in the aforementioned twenty (20) day period, the suspension is deemed to terminate.

28.04 When disciplinary proceedings are dismissed, withdrawn or resolved without disciplinary action or remedy, no records of disciplinary proceedings that identify the Member concerned shall be kept. When a disciplinary action or remedy is upheld or agreed to, unless further disciplinary penalties are assessed within the period of eighteen (18) months following imposition of discipline, the record of such action, including but not limited to letters of reprimand and warnings, and anonymous complaints shall be removed from the Member's Principal Personal File (pursuant to Article 18).

28.05 The Vice President, upon recommendation of the Dean, may suspend a Member for reasons of health if there is reason to believe that the Member's health is seriously interfering with his or her ability to carry out duties and responsibilities and if the Member refuses to accept reasonable arrangements for leave or variation of duties and responsibilities that may be proposed by the Dean. Suspension of this sort shall not lead to disciplinary proceedings; however, the Member may initiate grievance proceedings to question the Vice President's decision of suspension. Suspension invoked in these circumstances will terminate when the Member presents medical evidence, including a certificate from an examining doctor named by the Member and acceptable to the Association Board Committee, indicating that the Member is fit to resume duties and responsibilities. The Dean may vary such duties in light of the medical report and in consultation with the Member's Department.

28.06 Notwithstanding Clause 28.02, disciplinary action may be commenced at the succeeding step of Clause 28.02 if a Member has, within the preceding eighteen (18) months, been assessed a disciplinary penalty in accordance with this Article 28; for the purpose of this Clause 28.06, Clause 28.02(b) shall be the succeeding step to Clause 28.02(a). In such a circumstance, the Board may initiate the disciplinary action at the next step succeeding that where the last disciplinary action was terminated. The Member shall be advised in writing of all incidents and other alleged violations upon which the Board is relying in taking disciplinary action. Matters either not contained in the Board's aforementioned written statement or unrelated to the incidents and/or alleged violations referred to shall not be introduced in any step of the grievance procedure.

28.07 The onus shall be on the Board to establish just cause for any disciplinary action.

28.08 The Association shall have the right to be present at all steps, and, if so requested by the Member, to represent the Member at all steps. It is understood that the Member shall also be present at all steps.

Procedure for Members Holding Appointments Other Than as Instructor or Professional Counsellor Members.

28.09 When the Dean of the Faculty in which a Member holds an appointment, or a Vice-President if there is no appropriate Faculty, has reason to consider disciplinary action, he or she shall invite the Member concerned and any person the Member may wish to accompany him or her to meet and discuss the matter. The Dean or Vice President concerned shall also invite the President of the Association or his or her designate to attend that meeting as an observer. If the matter is resolved to the satisfaction of the Dean or Vice President and the Member, then, with the concurrence of the President of the Association, the formal procedures of this Article 28 need not be invoked.

28.10 If the matter is not resolved in accordance with Clause 28.09, then formal disciplinary procedures may be initiated and the responsibility for laying a complaint shall rest with the Dean of the Member's Faculty or Vice-President if there is no appropriate Faculty. The Dean or Vice President laying the complaint shall advise the Member in writing of the complaint and that the matter is being referred to a Dalhousie University Hearing Committee. This letter to the Member shall give detailed particulars of the complaint, including references to times and places where appropriate, names of witnesses to be called and any sanction being sought.

The complaint shall be formally laid as soon as possible, but in no case later than three months after the alleged incident has come to the attention of the Dean or Vice President. A copy of the letter to the Member shall be sent at the same time to the President of the Association.

Where the recommendation for disciplinary action arises from an investigation established pursuant to the procedures as set out in the Sexual Harassment Policy, the decision under section 40 of that Policy, which shall be conveyed in writing, shall be deemed the alleged incident referred to in this Clause 28.10 for purposes of establishing time limits. Where the recommendation for disciplinary action arises from an investigation established pursuant to the procedures as set out in the Statement on Prohibited Discrimination, the decision under paragraph 18 of that Statement, which shall be conveyed in writing, shall be deemed the alleged incident referred to in this Clause 28.10 for purposes of establishing time limits.

28.11 There shall be a Dalhousie University Hearing Committee composed of two members named by the Association, two members named by the President acting on behalf of the Board, and two Members elected by the Senate. Each of the members named shall serve for two years. Members' terms shall automatically extend to the conclusion of any case in which they have been concerned prior to the date fixed for their ordinary retirement, if the case continues beyond that time. The committee shall name its own chairperson and vice chairperson and the chairperson or vice chairperson shall designate any three members including himself or herself to serve as a Hearing Committee to consider any allegation of cause for disciplinary action from a Dean or Vice President. The three members designated must include one from each of the three nominating parties.

28.12 Within seven days of the charge being laid the chairperson of the committee shall contact the Member and arrange for an initial meeting at a time convenient to the Member. That initial meeting shall take place as soon as possible but not later than one month from the date the charge was laid.

28.13 The Dalhousie University Hearing Committee shall conduct its proceedings in accordance with the rules of natural justice. It shall conduct hearings in camera unless the Member, the Dean or Vice President concerned and the committee agree that hearings shall be open. The committee shall permit the Member and the Dean or Vice President concerned to be assisted by a representative and shall

permit the Association to be represented by an observer designated by the President of the Association. The committee shall keep a taped record of any hearings if requested by the Member, the Dean or Vice President concerned, or the Association. This taped record shall be made available to any grievance and arbitration proceeding that may arise. The committee shall determine whether just and proper cause for disciplinary action does or does not exist. It shall make a recommendation whether disciplinary action or some other action such as voluntary leave is justified. It shall consider the charges and the evidence adduced to support the charges. It shall provide full opportunity for the Member concerned to adduce evidence, to cross-question and to present argument, including argument in rebuttal. The committee may seek and consider additional evidence that bears upon the charges. A Member's having used the grievance and arbitration procedures shall not be used as evidence against that Member.

28.14 The charges may be withdrawn by the Dean or Vice President concerned and the hearing by the committee may be terminated at any time if a settlement satisfactory to the Member and the Dean or Vice President concerned is reached. In any event, the committee shall report on its proceedings, giving written reasons for its decision and shall state its findings of fact relevant to the particulars of the charge in question and to any recommended disciplinary action. As soon as possible this report shall be presented to the President of the University and at the same time a copy of the report shall be sent to the Member, to the Dean or Vice President concerned and to the President of the Association.

28.15 The President, upon reviewing any report of a Dalhousie University Hearing Committee which records the findings of fact and makes recommendations concerning disciplinary action, shall invite the Member concerned and any person the Member may wish to accompany him or her, the Dean or Vice-President concerned, and the President of the Association or his or her designate to meet to discuss the report of the Dalhousie University Hearing Committee. The Member concerned shall be given the opportunity to make an oral or written statement or representations within a reasonable period. The President may then decide to take no action or to invoke disciplinary action which shall not exceed in severity that recommended by the Dalhousie University Hearing Committee, and the President shall advise the Member concerned in writing of his or her decision as soon as possible, but in no case later than thirty days after the meeting with the Member as provided in this Clause 28.15 or alternatively within thirty days of receipt of representations, if any, from the Member following the meeting with the President. A copy of the letter to the Member from the President shall be sent to the Dean or Vice-President concerned and to the President of the Association.

28.16 When disciplinary proceedings are dismissed, withdrawn or resolved without disciplinary action, no records of disciplinary proceedings that identify the Member concerned shall be kept. Where there is a settlement of the matter (as specified in Clause 28.09) resulting in the Member's agreeing to accept disciplinary action, or where there is a report of a Dalhousie University Hearing Committee recommending disciplinary action and the disciplinary action is taken by the President, records of the proceedings may be maintained in a special file for the purpose. Letters of reprimand or warning shall be removed from the Member's Principal Personal File when no further penalties have been imposed on the Member for eighteen months from the date of the reprimand or warning. Any Committee of Hearing may rule that any extant letters of warning or reprimand, whether in the Member's Principal Personal File, or in a special file, are admissible to their considerations at the time of deciding on the sanction to be imposed on a Member found guilty of a charge.

28.17 If an accused Member cannot be found at any stage of the proceedings carried out pursuant to this Article 28, written statements shall be sent to the Member's last known home address by registered mail. The President of the Association shall be sent a copy of these written statements at the same time and the President of the Association may appoint someone to represent the Member during his or her absence. The President of the Association shall also have the right to refer decisions made in accordance with this Article 28 to the grievance and arbitration procedures in Article 29, whether the accused Member has been found or not.

Suspension.

28.18 The President may suspend a Member by written notice for stated cause involving extraordinary circumstances. Such circumstances include an immediate physical threat by that Member to any individual in Dalhousie University or to the property of Dalhousie University, or an immediate and serious threat to the functioning of the University. The suspension may be from some or all duties in Dalhousie University and may withdraw some privileges except salary and benefits.

28.19 When the President has acted to suspend a Member, the President shall invite the Member concerned, any person the Member may wish to accompany him or her, the Dean or Vice-President concerned, and the President of the Association or his or her designate to meet and discuss the matter. If the matter is resolved to the satisfaction of the President and the Member, then with the concurrence of the President of the Association the matter shall be considered settled as agreed by the President and the Member.

28.20 If the matter is not resolved in accordance with Clause 28.19, the President shall advise in writing the Member and the President of the Association whether disciplinary proceedings are to be initiated. If they are not to be initiated by the President and the Member wishes to question the President's decision on suspension, the Member may initiate grievance proceedings. In any grievance proceedings the onus shall be on the President to establish cause for suspension.

28.21 In addition to the provisions of Clauses 28.18 to 28.20, the President may suspend a Member for reasons of health if there is good reason to believe that the Member's health is seriously interfering with his or her ability to carry out duties and responsibilities and if the Member refuses to accept reasonable arrangements for leave or variation in duties and responsibilities that may be proposed by the President. Suspension of this sort shall not lead to disciplinary proceedings. The Member may initiate grievance proceedings to question the President's decision of suspension. Suspension invoked in these circumstances will terminate when the Member presents medical evidence, including a certificate from an examining doctor named by the Member and acceptable to the Association-Board Committee, indicating that the Member is fit to resume duties and responsibilities. The Chief Librarian, Dean or Vice President concerned may vary such duties in the light of the medical report and in consultation with the Department or other similar unit.

Dismissal.

28.22 A Member holding an appointment with tenure or without term, or for a term not yet expired, may be dismissed for cause, including causes set out in Clause 28.01.

28.23 Dismissal for cause shall not be initiated unless such action is consistent with the recommendations of a University Hearing Committee, which has considered the matter and reported, in accordance with Clauses 28.14 and 28.15.

28.24 After receipt of the report of the University Hearing Committee in accordance with Clause 28.14, the President and the Member's Dean, Chairperson, Head, Director or Chief Librarian shall meet with the Member affected in the presence of a colleague in the University whom the Member may have selected as adviser and the President of the Association or his or her designate, shall explain the cause for the dismissal, shall review the matter and the President shall indicate whether a recommendation for termination of the Member's appointment will be made to the Board of Governors.

28.25 If the Member does not accept termination of his or her employment as proposed and discussed in the meeting with the President, and if the President determines that termination remains justified, the President shall within twenty one days of the meeting serve written notice of intention to initiate procedures to dismiss the Member concerned. The notice shall include the reasons for the decision in sufficient detail to enable the Member to prepare his or her response.

28.26 Within thirty days of such notice having been given, the Member shall inform the President in writing of his or her decision either to accept termination or to oppose the proposed termination. Failure to inform the President within thirty days shall be deemed to represent acceptance of termination.

Article 29: Grievance and Arbitration

29.01

(a) The Parties agree to use every reasonable effort to encourage informal, amicable, and prompt settlement of grievances arising from the administration of this Collective Agreement.

(b) The Parties recognize that harmonious relations within a Department or similar unit enhance and promote good academic administration and self-governance within the University. Consistent with the provisions of this Collective Agreement, including those respecting fairness and natural justice as well as the rights of the Board pursuant to Article 28, the Parties recognize that where there are procedures, duly adopted by the Department and which are reasonable and known and approved by the Faculty, for resolving disagreements between Members, such procedures shall be applied to resolve such disagreements, subject to the rights of Members to seek further redress through the Dean or the Association and subject, in the alternative, to the right of any Member to seek redress under the terms of this Collective Agreement or other established procedures of the University.

29.02 In this Article 29, references to the President and the President of the Association may, in each case, include persons designated to act on behalf of the President or the President of the Association, and such designation shall be in writing. References to a grievance committee are to the four members of the University Grievance Committee who will hear a grievance as determined by the procedures in Clause 29.12.

29.03 Grievances and arbitration shall be limited by this Article 29 and any limitations contained in any other article of this Collective Agreement.

29.04 The Parties agree that the following matters cannot give rise to any dispute or difference, and therefore no grievance or arbitration shall arise from them:

(a) Article 1;

(b) Article 2;

(c) Article 5;

(d) Article 15, the decision of a University Tenure Committee insofar as the decision of a University Tenure Committee is accepted by the Board;

(e) Article 16, the decision of the University Promotion Appeal Committee insofar as that decision has been reached in a way that is consistent with the procedures in the Collective Agreement;

(f) Clause 28.15, insofar as the decision of the President is not more severe than that recommended by a University Hearing Committee.

29.05 A grievor shall include:

(a) an individual Member or a group of Members, with the formal support of the Association, against the Board; or, in the cases of Clause 29.06 (Informal Procedure), Article 3, Article 4 or Article 28 (Dismissal), without the formal support of the Association, against the Board;

(b) the Association on behalf of an individual Member or group of Members, or on its own behalf, against the Board;

(c) the Board against the Association, an individual Member, or a group of Members;

and these may be the parties to any grievance. Nothing in this Article 29 shall be deemed to preclude the Association from initiating a grievance which is also capable of constituting an individual grievance or a group grievance or vice versa.

Informal Procedure.

29.06

(a) Before a formal grievance is filed by any party, an attempt will be made to settle the matter by informal discussion between or among the appropriate persons or representatives of the parties which shall occur within and not later than fifteen days of notice of the act or omission giving rise to the dispute. In the case of a grievance initiated by an individual Member or group of Members, written notice of the substance of the grievance shall be given to the Association, and the matter shall first be raised with the Chairperson, Head, Director or Chief Librarian concerned who shall seek to resolve the matter.

In the case of a grievance initiated by the Association, the matter may first be raised with the Chairperson, Head, Director or Chief Librarian; or, as is appropriate, and with written notice to the Board, the matter may first be raised with the Dean, Vice President, or President, who shall seek to resolve the matter.

(b) Subject to the requirements of confidentiality in release of documents to Members in Clause 18.11, grievors may request existing documents which bear upon their grievances. Such documents shall be provided promptly, and shall not be unreasonably denied, but may not include materials produced specifically for the purpose of case preparation.

(c) If the dispute cannot be resolved in this way, the Chairperson, Head, Director or Chief Librarian shall advise the Dean or Vice-President concerned. In the case of a grievance initiated by an individual Member or group of Members, a representative of the Association shall be present at any discussion of the matter with the Dean or Vice-President. If the dispute is resolved by this procedure, the agreed resolution shall be reduced to writing by the Dean, Vice President or President within and not later than five days of his, her or their acceptance of the resolution. Whether or not the matter is resolved, the decision of the Dean, Vice President or President shall be conveyed in writing to the complainant within and not later than fifteen days of the date the matter was first raised as provided above. A copy of such decision shall be sent to the Association and the Board.

Such informal discussions shall not in any way prejudice any dispute resolution procedures set out in this Collective Agreement and such discussions shall be without prejudice.

Formal Procedure.

29.07 If the informal procedures of Clause 29.06 do not resolve the matter within fifteen days of the date the matter was first raised, the Association, acting on its own behalf or on behalf of a Member or group of Members, may initiate formal grievance procedures as provided in Clause 29.08. In cases involving allegations of violation by the Board of Article 3 (Academic Freedom) or Article 4 (No Discrimination), if the Association decides not to initiate formal grievance procedures, an individual Member or group of Members shall have the right to initiate formal grievance procedures after advising the Association, and shall have the right to whatever services C.A.U.T. is willing to provide.

29.08 Formal grievance procedures shall be initiated against the Board by the grievor (as provided in Clause 29.07) presenting a written grievance to the President within fifteen (15) days of receipt of the decision of the Dean, Vice President or President that the grievance remains unresolved as provided for in Clause 29.06. The grievor shall use the grievance form attached as Appendix I to this Collective Agreement. The grievance form shall be sent by registered mail or it shall be delivered to the office of

the President by hand, and that Office shall provide a receipt. If a grievor is a Member or group of Members, acting under Article 3, Article 4 or Article 28 (Dismissal), the grievor shall send a copy of the written grievance to the Association.

29.09 Formal grievance procedures shall be initiated against the Association, an individual Member, or a group of Members by the Board presenting a written grievance to the Association, the Member, or group of Members within fifteen (15) days of the conclusion of the informal procedure contained in Clause 29.06, using the grievance form attached as Appendix I to this Collective Agreement. Where the respondent to such grievance is other than the Association on its own behalf, the Association shall be sent a copy of the grievance.

29.10

(a) Within ten (10) days of receipt of the grievance form, the President shall convene a meeting with the President of the Association and any individuals directly involved, for the purpose of resolving the grievance. At the meeting there shall be a full discussion of all of the particulars of each party's position and a full exchange of all information and documentation related to the grievance under consideration. In the case of a grievance against the Board, the President shall respond in writing to the grievor within ten (10) days of the meeting and any adjournments thereof indicating a decision in relation to the grievance alleged and the reasons therefor. Such reasons shall be set out in sufficient particularity to allow the grievor to respond. In the case of a grievance by the Board, the appropriate respondent shall respond in writing to the President within ten (10) days of the meeting and any adjournments thereof indicating a decision in relation to the grievance alleged and the reasons therefor. Such reasons shall be set out in sufficient particularity to allow the grievor to respond. A copy of the response shall be sent to the Association and to the Member or Members concerned.

(b) If the grievance is resolved at this meeting, the agreed resolution shall be reduced to writing by the President and countersigned by the President of the Association, within and not later than twenty five days from the formal submission of the grievance as specified in Clauses 29.08 or 29.09.

(c) If the grievance is not resolved at this meeting, the parties may agree on further procedures to aid in the resolution of the grievance. These may include the following:

(i) referral of the issues under contention to the University Grievance Committee established for this purpose in Clause 29.12;

(ii) referral of some or all of the issues in dispute to a mutually agreed mediator, with a deadline for the resolution of the grievance mutually agreed upon;

(iii) further meetings of the President and the President of the Association and individuals directly involved, with a deadline for the resolution of the grievance mutually agreed upon;

(iv) further meetings of the President and the President of the Association with the written consent of the individual Member or Members directly involved, with a deadline for the resolution of the grievance mutually agreed upon;

(v) referral of some or all of the issues in dispute to an appropriate University Committee.

University Grievance Committee.

29.11 The Parties agree that the sole mandate of a grievance committee is to deal with the dispute presented to it as regards the provisions of the Collective Agreement, and its report shall state whether the grievance was upheld, denied, or remained unresolved, and why.

29.12 The University Grievance Committee shall continue and shall consist of four persons appointed by the Board and four persons appointed by the Association. All members of the committee shall hold an academic, academic/administrative, or a professional librarian position at the University. After their

appointment, members of the committee are not “representing” a party, but shall use their independent judgment in attempting to resolve cases.

Each grievance will be heard by four members of the committee, two from among those appointed by the Board, and two from among those appointed by the Association. The four members appointed by a Party shall determine which two will hear a grievance. The four members of a grievance committee hearing a grievance shall render the decisions referred to in Clauses 29.15, 29.16 and 29.21.

29.13 An appointee of the Board and an appointee of the Association shall be designated as joint chairpersons of the University Grievance Committee and shall alternate in presiding over meetings or grievances as appropriate.

29.14 Subject to Clause 29.17(i), the University Grievance Committee shall serve so long as this Collective Agreement continues to operate. No person shall sit on the committee in relation to any grievance which would involve a conflict of interest because of his or her personal involvement in the matter that gives rise to the grievance. Should a member of the committee resign, be unable to serve his/her full term of office, or be disqualified by conflict of interest, then the Party appointing him/her shall replace him/her temporarily as necessary, or for the remainder of that member’s term by an alternate appointment in the same way as members of the University Grievance Committee in accordance with Clause 29.12.

When a grievance is submitted to the University Grievance Committee, the grievor shall send the following materials simultaneously to the chairpersons of the committee, the Association, the President and the Member or Members directly involved:

- (a) a copy of the written grievance as specified in Clause 29.08 or Clause 29.09;
- (b) the response received; and
- (c) a written statement as to why the disposition of the grievance proposed in the response is unsatisfactory.

29.15 The members of a grievance committee as determined by Clause 29.12, within and not later than five days of receipt of the written grievance, shall meet for preliminary consideration of the grievance. If in its unanimous opinion, the committee decides that the subject matter of the grievance is outside the scope of this Collective Agreement, it shall so inform the grievor and the Parties. The decision of the committee shall be subject to confirmation by the Association-Board Committee within ten days, whereupon that decision shall constitute full resolution of the matter and shall be final and binding settlement in accordance with Section 42 (1) of the Trade Union Act of Nova Scotia, and shall not be subject to further review or consideration by any process. If the Association-Board Committee does not confirm the decision of the committee, the committee shall then hear and decide the matter.

29.16 If the grievance committee is to hear a grievance pursuant to Clause 29.15, it shall notify the parties within one day. The parties shall submit the following materials to the committee within ten days of initial submission by the grievor of a written grievance to the University Grievance Committee:

- (a) the name of a person who will represent the party at hearings;
- (b) a statement of facts; and
- (c) a list of witnesses to be called initially in support of the case.

The committee shall commence a hearing within and not later than thirty days after receipt by it of the written grievance, and shall render its decision within and not later than ten days after the conclusion of the hearing. If the members of the committee unanimously agree that there is good reason to extend any of the time limits, they shall notify the parties in writing, specifying their reasons for, and the

number of the days of, the extension. In no case shall the decision of the committee be reported later than sixty (60) days after receipt by the University Grievance Committee of the written grievance, except with the written consent of the grievor.

29.17 The Parties agree that a grievance committee shall proceed according to the rules of natural justice to hear the arguments on both sides of the dispute. The following rules and procedures shall be observed by the committee:

- (a) the committee shall meet to consider all grievances presented to it and shall receive all evidence presented by the parties in respect of those grievances. It shall determine its own rules of procedure and evidence, and shall give reasonable opportunity to the parties to the proceedings to present evidence and/or make submissions to it, and shall permit the parties to be present and to represent themselves, or be accompanied by and represented by persons of their choice;
- (b) a quorum of the committee shall be four members hearing a grievance as specified in Clause 29.12;
- (c) the committee shall give reasonable notice of hearings to the Association, the Board, and any Member or group of Members directly involved. The committee shall not be barred from hearing a grievance because of failure by one of the parties to submit all or a part of the materials listed in Clause 29.16 (a), (b) and (c);
- (d) the committee shall conduct any hearing in camera in the presence of the parties or their representatives unless all parties at the hearing agree in writing to an open hearing;
- (e) the committee shall have full access to confidential documents. The committee may order the production of relevant documents, and may provide them to the parties subject to the requirements of confidentiality in release of documents to Members in Clause 18.11;
- (f) transcripts, if any, of hearings of the committee, and copies of any documents presented to or considered by the committee shall be for the sole use of and remain in the possession of the committee;
- (g) the committee shall strive to maintain confidentiality at all times;
- (h) the committee shall report its decision and the reasons therefor in writing and shall send copies to the Association, the Board and any Member directly involved or affected by the grievance. If the decision is not unanimous, both majority and minority opinion or opinions shall be stated with the number of votes supporting each.

The report of the committee shall:

- (i) list the issues agreed by the parties to have been in dispute,
- (ii) summarize the evidence and argument,
- (iii) report the vote numerically,
- (iv) state whether the grievance is upheld, denied or remains unresolved and why,
- (v) if the grievance is upheld, the report shall state the remedy awarded and the reasons for this award;
- (i) the membership of the committee in process of hearing a particular grievance shall not change until its decision is rendered except with the written consent of the Association and the Board, and such consent shall not be unreasonably denied.

29.18 A grievance committee shall confine itself to the grievance submitted to it and shall have no authority to determine any other issue or issues not submitted to it.

29.19 A grievance committee shall not have jurisdiction to amend or add to any of the provisions of this Collective Agreement, nor to give any decision inconsistent with the terms of this Collective Agreement.

29.20

(a) A grievance committee shall not be barred from hearing and deciding the substance of a grievance because of a technical violation, irregularity or failure to follow procedures in this Collective Agreement.

(b) When dealing with grievances involving claims of non compliance with procedures in this Collective Agreement, if the committee finds that the procedures have not been complied with, it shall direct that the matter be considered again by an appropriate body in accordance with the procedures in this Collective Agreement, unless the committee determines that such reconsideration would be inappropriate.

(c) Where by the terms of this Collective Agreement, judgment or discretion is to be exercised by the Board or any person or body, the committee shall not substitute its own judgment for that already made unless it finds such judgment or discretion to have been unreasonable or improper.

29.21 A unanimous decision of a grievance committee shall constitute full resolution of the matter and shall be final and binding in accordance with Section 42 (1) of the Trade Union Act of Nova Scotia and shall not be subject to further review by any process, except in the case of any grievance alleging violation of Article 3 (Academic Freedom) or Article 4 (No Discrimination). In the case of grievances of these two types, whether or not the Association supports the grievance, if the C.A.U.T. advises that the matter, despite the unanimous decision of the committee, is one that should be subject to further consideration by arbitration and if the decision of the committee is not accepted by the Association, the Member or Members concerned, or the Board, the matter may be submitted to arbitration.

Arbitration.

29.22 Cases specified in the following may be submitted to arbitration:

(a) any grievance which has not been resolved by means of the procedures set forth in Clauses 29.08, 29.09 or 29.10, may be submitted to arbitration within and not later than fifteen days of:

(i) notice of the decision of a grievance committee;

(ii) the expiry of the deadline for resolution of the grievance agreed to in Clauses 29.10(b) or 29.10(c)(ii), or (iii), or (iv);

(iii) the meeting of Presidents as specified in Clause 29.10 (a) if no steps beyond those listed in Clause 29.10 were agreed;

(b) cases involving alleged violation by the Board of Article 3 (Academic Freedom) or Article 4 (No Discrimination) if a unanimous decision of a grievance committee as provided in Clause 29.21 is not satisfactory to the grievor. In these cases, a Member or group of Members may submit the matter to arbitration and shall have a right to whatever services C.A.U.T. is willing to provide;

(c) cases where a Member is subject to dismissal in accordance with Clause 28.25, regardless of the support of the Association;

(d) cases where decisions of the committee have not been implemented in accordance with Clause 29.21.

29.23 Except for the provisions in Clause 29.22(b) and (c), submission to arbitration shall be initiated by the Association or the Board. All submissions to arbitration shall be within and not later than fifteen days of the receipt of the response or report as specified in Clauses 29.08, 29.09, 29.17(h), or pursuant to the provisions in Clause 29.22(a), and written notice shall be given to the other Party of submission of the matter to arbitration.

29.24 Unless the parties agree to have an Arbitration Board, as provided in Clause 29.25, a Single Arbitrator shall determine the arbitration, and the following shall apply:

(a) the Parties agree that the following persons serve as a panel of Single Arbitrators on a rotating basis so long as this Collective Agreement continues to operate:

- (i) Owen Shime;
- (ii) R.L. MacDougall;
- (iii) Brian Bruce;
- (iv) Thomas S. Kuttner (see Appendix VIII – Letter of Understanding);
- (v) Susan Ashley;
- (vi) Gail Brent;
- (vii) Bernard L. Adell;
- (viii) Pamela Picher;
- (ix) S. Bruce Outhouse;
- (x) Kenneth Swan;
- (xi) Donald Carter;
- (xii) Kevin M. Burkett;
- (xiii) Anne LaForest;
- (xiv) Terry Roane;

(b) the persons specified in (a) above shall serve as Single Arbitrators in rotation according to the order in which they are listed. Prior to the selection of an arbitrator, the Grievor shall advise the other party of the person to be contacted. The responding party shall have five (5) working days to notify the Grievor of their disagreement with the selection, failing which they will be deemed to consent to the selection of the arbitrator named. Copies of all correspondence with a person specified in (a) above shall be sent to the other party (or their counsel). If an arbitrator is not available or agreeable to commence hearings within and not later than thirty days of being notified of his or her requested appointment, the parties (or their counsel) shall consult to determine whether an agreement to waive the thirty (30) day requirement can be achieved. If no agreement to waive the thirty (30) day requirement is achieved, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list;

(c) if none of the persons on the list specified in (a) above can or will act within the required time, and if the parties do not agree on another arbitrator in accordance with (b) above, the parties, within and not later than fifteen days of commencement of the selection process, shall ask the Minister of Labour for the Province of Nova Scotia to appoint such Single Arbitrator, and if that request is not fulfilled within and not later than fifteen days of the date the Minister is requested to act, the Single Arbitrator shall be named in accordance with the Arbitration Act of Nova Scotia.

29.25 In the event the parties agree in writing that an Arbitration Board determine the grievance, the Arbitration Board shall be composed of three persons: a nominee of each of the parties and a chairperson to be chosen jointly by the two nominees. The nominee of the Association may be a Member and the nominee of the Board may be a member of the Board or a member of the University staff not included in the bargaining unit. Such nominees shall not be deemed to be advocates for the parties on the Arbitration Board and neither party shall object to such appointment. At the time of giving notice of submission to arbitration the grievor shall indicate the name of its nominee to the Arbitration Board. A Member or group of Members submitting the matter to arbitration without being supported by the Association pursuant to Clause 29.22 (b) and (c) shall give notice to the Association in addition to the Board and shall select a member of the Arbitration Board in the same way as the Association. Within and not later than seven days of receipt of such notice, the other party shall name its nominee. Within and not later than a further five days the two nominees shall select a chairperson for the Arbitration Board. If they are unable to agree upon a chairperson within such time, the Minister of Labour for the Province of Nova Scotia shall be asked to appoint the chairperson and if that request is

not fulfilled within and not later than fifteen days of the date the Minister is requested to act, the chairperson shall be named in accordance with the Arbitration Act of Nova Scotia. If an Arbitration Board is agreed upon, the remaining provisions of this Article 29 pertaining to the Single Arbitrator shall likewise apply to such an Arbitration Board.

29.26 The Single Arbitrator shall commence the arbitration hearing within and not later than thirty days after being appointed.

29.27 Except as provided in Clause 29.04, any difference between the Parties relating to the interpretation, application, alleged violation or administration of this Collective Agreement, including whether a matter is arbitrable, may be submitted to arbitration.

29.28 The Single Arbitrator shall be confined to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.

29.29 The Single Arbitrator shall be subject to the same limitations as a university grievance committee, as provided in Clause 29.20.

29.30 The Single Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Collective Agreement, nor to give any decision inconsistent with the terms of this Collective Agreement. The Parties may agree in advance that, notwithstanding any other Clause of this Collective Agreement, where the Arbitrator concludes the decision of the University to deny tenure is wrong, the Arbitrator may substitute a decision on the merits and award tenure.

29.31 Without limiting other provisions of this Article 29, the rules, limitations of authority, and procedures which apply to a grievance committee shall also apply to the Single Arbitrator.

29.32 No person may be appointed as a Single Arbitrator in relation to any grievance which would involve a conflict of interest because of his or her personal involvement in the matter that gives rise to the grievance.

29.33 In any arbitration involving a matter of academic freedom (Article 3), the arbitrator must be selected in order from the following list: Brian Bruce, Thomas Kuttner (see Letter of Understanding in Appendix VIII), Susan Ashley, Bernard L. Adell, Donald Carter, Anne LaForest. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on this list.

29.34 An individual Member submitting a matter to arbitration pursuant to Clause 29.22(b) or (c) shall have the right to whatever services the Canadian Association of University Teachers is willing to provide. In the event that an individual Member elects to so proceed, the individual shall give written notice to the President of the University and the President of the Association of his or her intention to proceed to arbitration.

29.35 In addition to those instances in which, according to arbitral jurisprudence, there is an established practice with respect to burden of proof, the burden shall be on the Board to establish just cause in all cases involving dismissal for cause.

29.36 Where a Single Arbitrator determines that a Member has been dismissed or otherwise disciplined by the Board for cause, the Single Arbitrator may substitute any other penalty that to the Single Arbitrator seems just and reasonable in all the circumstances.

29.37 Without limiting the operation of other appropriate provisions of this Article 29, the fact that a grievance has been presented as an Association grievance shall not prevent a Single Arbitrator from awarding a remedy to an individual Member directly affected by a proven breach, to the same extent as if the individual Member had presented the grievance as an individual grievance, and had succeeded at arbitration.

29.38 Each party shall bear the costs of its nominee to an Arbitration Board and the costs of the Single Arbitrator, or chairperson of an Arbitration Board, shall be paid in accordance with the provisions of the Trade Union Act of Nova Scotia.

29.39 When a Member proceeds to arbitration without the support of the Association in any case of dismissal in accordance with Clause 29.22(c) or in any case involving Article 3 (Academic Freedom) or Article 4 (No Discrimination) in accordance with Clause 29.22(b), the Member and the Board shall each bear the costs of their nominee and pay the costs of the chairperson or Single Arbitrator in accordance with the Trade Union Act of Nova Scotia.

29.40 In cases involving termination of a Member's appointment where a violation of Article 3 (Academic Freedom) or Article 4 (No Discrimination) is established, the costs of the arbitration, including the costs of the arbitrators, shall be borne by the Board.

29.41 In the case of an Arbitration Board, a decision of the majority shall be the decision of the Arbitration Board, and where there is no majority decision, the decision of the chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board or Single Arbitrator shall be final and binding on all parties.

Process Provisions and Precedent.

29.42 The time limits as established by this Article 29 may be extended by mutual agreement, in writing, between the Association and the Board in any particular case. The Single Arbitrator or the Arbitration Board shall have the power to relieve against non-compliance with time limits.

29.43 Failure by the respondent or respondents to a grievance to respond within the time limit allows the grievor to proceed to the next stage of the grievance or arbitration procedures.

29.44 If the grievor fails to proceed with the grievance, either initially, or during the processing thereof through the grievance and arbitration procedures in this Article 29, the grievance shall be conclusively deemed to have been finally resolved.

29.45 Any grievance resolved at any stage of the procedures outlined in this Article 29 other than a unanimous decision by a grievance committee or a decision by an Arbitration Board or a Single Arbitrator shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the Board and the Association.

29.46 The Board recognizes the right of the Association to appoint up to twenty (20) Members as grievance officers. The Association will notify the Board in writing of the name of any officer so appointed, and a copy of such notification shall be sent to the Chairperson, Head, Director or Chief Librarian concerned.

29.47 Grievance officers shall be entitled to relief from their normal duties for the purpose of investigating and processing grievances, except in the case of scheduled teaching duties for which relief may be arranged for the purpose of attendance at grievance and arbitration hearings. Should participation in such activities conflict with the duties and responsibilities of the Member then mutually satisfactory arrangements shall be made in advance within the Department.

Article 30: Vacations, Holidays and Leaves

30.01 For the purpose of annual vacation, one month shall be twenty-five (25) working days.

30.02 A Member employed on a twelve month basis is entitled to an annual vacation of one month which may be taken in one or more parts. A Member employed for fewer than twelve months in a year, other than an instructor Member appointed for less than twelve months in any year, is entitled to an annual vacation on a proportionate basis determined by the ratio of his or her months of service to the normal twelve months of service of full-time Members. An instructor Member appointed for less than

twelve months in any year shall be paid a monthly vacation payment in lieu of a paid vacation in the amount of 8 percent of salary earned in each month. Vacation dates shall be arranged by the Member in consultation with the Chairperson, Head, Director, Chief Librarian or Dean concerned, to accord with responsibilities of the Member and the Department or other such unit. Vacation entitlement is expected to be used annually but a Member may request that vacation entitlement be carried over from one year to the next. Requests shall be made to the Chief Librarian, Dean or Vice-President concerned and shall not be unreasonably denied.

30.03 The following shall be paid holidays for all Members:

New Year's Day Dartmouth Natal Day (half holiday)

Munro Day Labour Day

Good Friday Thanksgiving Day

Victoria Day Remembrance Day

Canada Day Christmas Day

Halifax Natal Day Boxing Day

and any other day declared as a national holiday by the Federal Government or as a public holiday by the Provincial Government. When one of the above days falls on a Saturday or Sunday, the Board shall declare the preceding Friday or the following Monday to be observed in substitution.

30.04 A Member summoned to be a witness or juror by any body with the power to subpoena shall be granted leave with regular salary and benefits for the period requiring absence from the University, but the Member so involved is expected to advise the Chairperson, Head, Director, Chief Librarian or Dean concerned who shall arrange, with cooperation of the Member, to avoid undue interruption of the Member's responsibilities to students.

30.05 A Member who is unable to carry out his or her regular responsibilities because of illness shall advise the Chairperson, Head, Director, Chief Librarian or Dean concerned who shall arrange for the Member's essential responsibilities to students or others to be rescheduled, if possible. The Member may be required to provide evidence or advice from a medical practitioner concerning the health of the Member. The Member may be granted leave from some or all of the responsibilities assigned in accordance with Article 20, with salary continuing:

(a) on arrangements approved by the Chairperson, Head, Director or Chief Librarian concerned where the illness and resulting disability does not extend for more than one week, and

(b) on arrangements approved by the Dean or Vice President concerned where the illness and resulting disability extends for more than one week.

Leave shall not be denied unreasonably and arrangements approved by the Dean or Vice-President may include:

(i) periodic evidence or reports from a medical practitioner concerning the health of the Member, and

(ii) where there is a prospect of continuing and permanent disability, notification by the Board with required documentation provided by the Member concerned to the carrier of the Salary Continuance Programme of Dalhousie University.

30.06 A Member who is suspended from some or all regular responsibilities and placed on sick leave in accordance with Clauses 28.05 and 28.21 of this Collective Agreement may be required to provide periodic evidence or reports from a medical practitioner concerning the health of the Member, in addition to the certificate required in accordance with those clauses before termination of suspension, and where there is a prospect of continuing and permanent disability, the Board may notify the carrier of the Salary Continuance Programme of Dalhousie University, with required documentation to be provided by the Member.

30.07 The Board accepts responsibility for maintaining provisions for leave for Members and salary continuance with the same cover and benefits as in the Salary Continuance Programme of Dalhousie University on 1 July 1980. No changes in the cover and benefits provided for leave for Members shall be made without the approval of the Association.

Pregnancy, Paternity and Adoption Leaves.

30.08

(a) A female Member shall be granted pregnancy leave, consistent in timing and duration with the Labour Standards Code of Nova Scotia, upon provision of evidence or advice from a medical practitioner respecting the anticipated date of delivery arising from the pregnancy. Payment for this period of leave shall be in accordance with the existing SUB plan filed with **Service** Canada. The benefit payable by the Board under this plan is a weekly amount which combined with the Employment Insurance benefit and any other earnings from employment will equal ninety five percent (95%) of the Member's regular salary at the commencement of the leave for a maximum period of seventeen (17) weeks. Further unpaid leave shall not be unreasonably denied. (This ninety-five percent (95%) top-up applies where the Member has the requisite number of weeks of insurable earnings for Employment Insurance, irrespective of the length of time of employment at Dalhousie.)

When a female Member is granted pregnancy leave and qualifies for parental leave under the Labour Standards Code of Nova Scotia and for parental benefits under the Employment Insurance Act as determined by **Service** Canada, the benefit payable by the Board is a weekly amount which combined with the Employment Insurance benefit and any other earnings from employment will equal ninety-five percent (95%) of the Member's regular salary at the commencement of the parental leave for a maximum period of fourteen (14) weeks. Further unpaid leave shall not be unreasonably denied. (This ninety-five percent (95%) top-up applies where the Member has both the requisite number of weeks of insurable earnings for Employment Insurance and has been an employee at Dalhousie for at least a year.)

(b) When a Member has become a father or a Member's spouse has given birth to a child, he or she may arrange, with the approval of the Chairperson, Head, Director, Chief Librarian or Dean concerned, for leave from some or all of his or her duties and responsibilities assigned under Article 11, Article 12, Article 13 or Article 20 as appropriate. Such leaves shall not be unreasonably denied, and shall be with full salary and benefits for a period reasonable in the circumstances, but in any case not less than five days if the Member so requests. Further unpaid leave shall not be unreasonably denied.

(c) When a Member adopts a child, the Member concerned may arrange, with the approval of the Chairperson, Head, Director, Chief Librarian or Dean concerned, for leave from some or all of the individual's duties and responsibilities assigned under Article 11, Article 12, Article 13 and Article 20 as appropriate. Such leaves shall not be unreasonably denied, and shall be with full salary and benefits for a reasonable period in the circumstances, but in any case not less than five days if the Member so requests. Further unpaid leave shall not be unreasonably denied.

(d) When a Member who is the primary care giver qualifies for parental benefits under the Employment Insurance Act related to paternity or adoption, as determined by **Service** Canada, the benefit payable by the Board shall be the difference between ninety five percent (95%) of the Member's regular salary at the commencement of the leave and the amount the Member receives from Employment Insurance benefits plus any other earnings from employment, for a maximum period of seven (7) weeks. Further unpaid leave shall not be unreasonably denied. (This ninety-five percent (95%) top-up applies where the Member has the requisite number of weeks of insurable earnings for Employment Insurance, irrespective of the length of time of employment at Dalhousie.)

When a Member who is the primary care-giver qualifies for parental leave under the Labour Standards Code of Nova Scotia and for parental benefits under the Employment Insurance Act related to paternity as determined by **Service** Canada, the benefit payable by the Board shall be the difference between ninety-five percent (95%) of the Member's regular salary at the commencement of the leave and the amount the Member receives from Employment Insurance benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Further unpaid leave shall not be unreasonably denied. (This ninety-five percent (95%) top-up applies where the Member has both the requisite number of weeks of insurable earnings for Employment Insurance and has been an employee at Dalhousie for at least a year.)

When a Member who is the primary care-giver qualifies for parental leave under the Labour Standards Code of Nova Scotia and for parental benefits under the Employment Insurance Act related to adoption as determined by **Service** Canada, the benefit payable by the Board shall be the difference between ninety-five percent (95%) of the Member's regular salary at the commencement of the leave and the amount the Member receives from Employment Insurance benefits plus any other earnings from employment, for a maximum period of twenty (20) weeks. Further unpaid leave shall not be unreasonably denied. (This ninety-five percent (95%) top-up applies where the Member has both the requisite number of weeks of insurable earnings for Employment Insurance and has been an employee of Dalhousie for at least a year.)

The benefit payable by the Board shall not be in addition to the full salary benefit as may be arranged under Clauses 30.08(b) or 30.08(c).

The following is a tabular representation of Sub-Clauses (a) – (d) of this Clause 30.08:

	< 1 year employment at Dalhousie	> 1 year employment at Dalhousie
Pregnancy	17 weeks top-up 5 days full salary	+ 14 = 31 weeks top-up 5 days full salary
Paternity	OR 7 weeks top-up 5 days full salary	OR + 10 = 17 weeks top-up 5 days full salary
Adoption	OR 7 weeks top-up	OR + 20 = 27 weeks top-up

(e) There shall be no increase in the Member's workload following a pregnancy, paternity, parental or adoption leave to make up duties not assigned or not performed because of such leave.

(f) The period of pregnancy, paternity and adoption leave which qualifies for paid leave pursuant to Clauses 30.08(a), (b), (c) or (d) shall be credited towards years of full-time service in the calculation of eligibility for sabbatical, educational and special leaves.

Bereavement Leave.

30.09 When there is a death or critical illness in the immediate family of a Member, or when similar circumstances necessitate compassionate leave, the Member concerned may arrange, with the approval of the Chairperson, Head, Director, Chief Librarian or Dean concerned for leave from some or all of the individual's duties and responsibilities assigned in accordance with Article 11, Article 12, Article 13 or Article 20 as appropriate.

Such leaves shall not be unreasonably denied, and shall be with full salary and benefits for a period reasonable in the circumstances. Further unpaid leave shall not be unreasonably denied.

Personal Problems and Emergencies.

30.10 Release from scheduled teaching, professional service and departmental responsibilities, with regular salary and benefits shall not be unreasonably denied to Members who request it for personal problems and emergencies, including medical appointments, the illness of a child, unscheduled daycare closure, dental appointments and relocation of residence, provided arrangements satisfactory to the Chairperson, Head, Director, Chief Librarian or Dean concerned are made to reschedule essential teaching, professional service or departmental responsibilities, if possible. In case of emergency, the Chairperson, Director, Head, Chief Librarian or Dean shall make the arrangements for rescheduling.

Political Leave.

30.11 A Member may become a candidate for elected office at the federal, provincial or municipal level without prejudice to that Member's position at Dalhousie University and shall be entitled to elect one of:

(a) reduction of responsibilities assigned in accordance with Article 11, Article 12, Article 13, or Article 20 with no reduction in regular salary and benefits;

(b) annual vacation;

(c) unpaid leave;

for the period up to one month that the Member selects, provided that the Member gives the appropriate Chairperson, Head, Director, Chief Librarian or Dean at least one month's notice in advance of the period selected to allow the Chairperson, Head, Director, Chief Librarian or Dean to arrange for the Member's duties to students and others to be otherwise met.

30.12 If elected to political office, a Member shall be entitled to unpaid leave of absence for a period up to five years, or may apply to have responsibilities assigned in accordance with Article 11, Article 12, Article 13 or Article 20 reduced, with corresponding reduction of salary, for a period up to five years and the Board shall not unreasonably deny such application.

Off-Campus Activities.

30.13 Some Members must consult sources outside Dalhousie University, visit libraries, laboratories and other sources of the material necessary for teaching, scholarship, research and related activity, and observations must often be done in the field. Members are expected to be on campus at times appropriate to meet their responsibilities in teaching, in consulting with students and others, in administrative or committee work in accordance with Article 11, Article 12, Article 13, Article 17 and Article 20. Members have the responsibility of advising their Chairperson, Head, Director or other appropriate administrative officer of the University of their location and the means by which they may be contacted when carrying out their responsibilities elsewhere than on the University campus. Members who propose to be absent on a regular basis, for other reasons, for one or more days a week or for any period of a week or longer (except for annual vacation) are expected to ensure that their proposed arrangements are acceptable as compatible with their responsibilities and with those of their Department or other such unit.

Retraining Leave.

30.14 With the agreement of the Department or other similar units affected, and the Board, a Member may undertake retraining for new duties. When such retraining involves a period of leave, the Member's salary and benefits shall continue and the cost of retraining shall not be the responsibility of the Member. The Member shall carry his or her rank, tenure status and years of service toward sabbatical or special leave during and after the period of retraining.

Sabbatical Leave.

30.15 The Board agrees to grant sabbatical leave to a Faculty Member on the following conditions:

(a) that the leave is expected to benefit the Member and the University, following the Member's return, through future teaching, research, scholarly, artistic and/or professional work, as defined in Articles 17, 20 and, in the case of Continuing Education Members, 37, and is not merely to recognize previous service;

(b) that before commencement of leave, the Member will submit to the Dean or Vice-President concerned a statement outlining the programme to be followed during leave and including a statement of any salary or earnings from services expected to be rendered, or any external research grant or other support received, in connection with the planned programme;

(c) that upon return to the University following sabbatical leave the Member will submit a report to the Dean or Vice President concerned regarding the programme of research, scholarly, artistic and/or professional work, as defined in Articles 17 and 20, pursued during leave;

(d) that the Member has completed service at Dalhousie University in accordance with Clause 30.17.

30.16 Sabbatical leave, when granted, may be for the following periods, provided that it does not begin or end in the middle of a normal teaching term for the Member:

(a) for a full year, from 1 July to the following 30 June;

(b) for a half year which may be from 1 January to 30 June or from 1 July to 31 December;

(c) for a full year, from 1 January to the following 31 December, provided satisfactory arrangements can be made to maintain essential responsibilities within the Member's Department, School, College, Institute or Faculty.

In special circumstances the period of sabbatical leave may be altered as agreed by the Member and the Dean or Vice President.

30.17 Initial sabbatical leave and associated salary depends on a Member's years of service on the academic staff of Dalhousie University or any other university just prior to taking up an appointment at Dalhousie University, normally as follows:

(a) two years of full time service with an academic appointment to which sabbatical leave attached at another university since the last sabbatical leave granted to the Member at that university shall be counted as one year of service at Dalhousie University, up to a maximum of two years (or three years for a person appointed with tenure) and such allowance for prior service shall be set out in the person's letter of appointment at Dalhousie University;

(b) a minimum of three years of actual service at Dalhousie University shall be required of those Members holding appointments with tenure, and a minimum of four years of actual service at Dalhousie University shall be required of other Members, before commencement of an initial sabbatical leave;

(c) subject to Clause 30.17(f), after a total of six years of service, including credit for service elsewhere, a Member may have leave as in Clause 30.16(a) or (c) with 85% of regular salary, or may have leave as in Clause 30.16(b) with regular salary;

(d) subject to Clause 30.17(f), after three years of actual service by a Member holding an appointment with tenure, or after four years of actual service by other Members, leave as in Clause 30.16(b) may be granted with 85% of regular salary;

(e) subject to Clause 30.17(f), after a total of six years of service, including credit for service elsewhere, a Member may choose to have leave as in Clause 30.16(b) with 85% of regular salary, and after the use of this option the Member shall retain three accumulated years of service towards sabbatical leave;

(f) if salary support for leave granted by external agencies brings the Member's salary above his or her regular salary rate then the sabbatical leave may be reduced providing:

(i) not less than 60 percent of regular salary rate or, in the case of a part time Member, of his or her regular salary, shall be paid; and

(ii) the reduction shall not exceed the amount by which the Member's salary with support exceeds the regular salary rate;

(g) in the case of those Members who hold or who have held part time appointments, the fraction of full time duties which shall be relevant in determining sabbatical salary (subject to the other provisions of this Clause 30.17) shall be the average of such fractions (as determined in accordance with Clause 14.06) over the qualifying years.

30.18 Subject to Clauses 30.19 and 30.20, after an initial sabbatical leave a Member may be granted further such leaves after additional periods of service at Dalhousie University, and these additional periods of services and inter related leave and salary shall be those specified in Clauses 30.17(c), (d) and (e) counted from the resumption of regular duties by the Member following the period of sabbatical leave.

30.19 Where it is in the Member's interest as determined by the Member and it is not contrary to University interests as determined by the Board, in special cases the normal period of service required for sabbatical leave may be reduced on condition that the Member agrees that any future sabbatical leave is postponed by a period similar to any reduced period of service.

30.20 If a Member applies for sabbatical leave and the conditions of Clauses 30.15 and 30.17 or 30.18 are met but it is in the interests of the University that leave be postponed, the Member who agrees to postpone sabbatical leave upon request by the Dean or Vice-President concerned shall receive additional salary support of 2.5 percent for each 6 month period of postponement to a maximum of two years, provided, however, that the total salary support resulting from this provision does not exceed 100% of the Member's regular salary, and shall be entitled to have the period of service required before any subsequent leave reduced to the extent the prior leave is postponed.

30.21

(a) A Member granted sabbatical leave may arrange to cancel or postpone his or her leave with the approval of the Board.

(b) The Parties recognize that there may be cases in which Members on sabbatical leave suffer a serious interruption of their stated program of activities as a result of serious illness, injury or other emergency situations beyond the Member's control. In such cases, the Member may request that a sabbatical arrangement be modified or postponed which shall not be unreasonably denied. Requests based upon illness or injury must be supported by the timely submission of a medical certificate attesting to the illness or injury.

30.22 The Board shall provide a fund in the amount of **\$229,264** for the academic year **2007/08** for expenditure in the fiscal year **2008/09** and an amount of **\$236,142** for the academic year **2008/09** for expenditure in the fiscal year **2009/10** and an amount of **\$243,227** for the academic year **2009/10** for expenditure in the fiscal year **2010/11 and an amount of \$251,497 for the academic year 2010/11 for expenditure in the fiscal year 2011/12**, to provide grants to supplement salary and/or research grants payable to Members granted sabbatical leave or special leave for part or all of that year. A Member granted sabbatical or special leave who is not in receipt of external grant support for leave in excess of 25 percent of regular salary may apply for a supplemental leave grant. Application shall be made to the appropriate Committee on Research Development of the Office of Research Services and shall include a statement of expenses the Member expects to incur as a result of research and scholarly work during leave and a statement of anticipated external grants or earnings from services rendered during leave

(unless such earnings would normally be classified under Article 22). In cases of doubt about the appropriate Committee on Research Development, the Vice-President (Research) shall decide which committee shall process the application. The committee concerned shall consider all applications, giving particular preference to Members whose research and scholarly work necessitates travel to other libraries, laboratories, conferences, research or similar centres. The committees shall not unreasonably deny applications and may award supplemental grants, ordinarily not in excess of 25 percent of regular salary, and the decisions of the committees within the limit of the amounts specified herein shall be processed by the Vice-President (Research) for adding to the regular salary/research grant support provided to the Member during leave. Decisions of the committees when implemented by the Vice-President (Research) shall not be subject to grievance and arbitration proceedings.

30.22A Members who by virtue of holding an external appointment are ineligible to apply for supplemental leave funds from external agencies may apply to the appropriate committee on Research Development of the Office of Research Services referred to in Clause 30.22 for a grant to supplement salary during sabbatical or special leave. The Board agrees to provide funds over and above those referred to in Clause 30.22 for such grants, which ordinarily shall not be in excess of 25 percent of regular salary.

30.23 A Member who has served on the full time academic staff for at least the period required for an initial sabbatical leave in accordance with Clause 30.17 and who subsequently transfers to part time service as a Member on the academic staff or who has accepted less than full time responsibilities and correspondingly reduced salary, shall be considered for sabbatical leave in accordance with Clauses 30.15 to 30.22.

Special Leave.

30.24 Special leave to pursue research and scholarly work that directly complements their work at Dalhousie University may be granted to professional counsellor Members in accordance with Clause 13.09, professional librarian Members, to Members holding research appointments, and Members holding part time appointments and employed on a twelve month basis during two consecutive three year appointments as provided in Clause 14.16(b)(iii). When special leave is granted, it shall be on the same conditions as those applying to other Members to whom sabbatical leave is available, in accordance with Clauses 30.15 to 30.22.

30.25 Members who have been Heads or Chairpersons of a Department for at least five consecutive years immediately preceding the special leave referred to in this Clause 30.25 shall be entitled to such special leave upon the expiry of their term as Head or Chairperson, and such special leave shall be on the same terms as a sabbatical leave provided in Clauses 30.15 and 30.16, and salary support shall be on the same terms as provided in Clauses 30.17(c) or (e) and 30.22. Members who have accumulated years of service toward a regular sabbatical leave at the time they take up an appointment as Chairperson or Head shall retain those accumulated years of service but years served as Head or Chairperson shall not be counted as years of service toward a regular sabbatical leave unless the Member waives consideration under this Clause 30.25. Clause 30.20 shall not apply in cases where a Member postpones a regular sabbatical leave in order to accept an appointment as Head or Chairperson and subsequently takes a special leave under the terms of this Clause 30.25. Sabbatical leaves for Members serving as Heads or Chairpersons for less than five consecutive years shall not be affected by this Clause 30.25.

30.26 Service by Members for any period or periods exceeding the minimum conditions for sabbatical or special leave, except in accordance with Clauses 30.17(e) and 30.20, does not reduce the period of service required for any second or subsequent sabbatical or special leave, and years of service do not accumulate for more than one future leave at a time.

30.27 Application for sabbatical leave or special leave, as provided for in Clauses 30.15 to 30.24, shall be made through the Chairperson, Head, Director or Chief Librarian to the Dean or Vice-President, and shall be made not later than 1 November of the academic year prior to that in which leave is proposed.

30.28 While on sabbatical or special leave a Member:

(a) shall continue to pay dues to the Association in accordance with Article 7, and contributions to pension and other benefit programmes, in accordance with Article 32, shall be continued by the Member and the Board;

(b) may apply on the prescribed form through the Chairperson, Head, Director or Chief Librarian to the appropriate Committee on Research Development of the Office of Research Services to have a portion of leave remuneration paid as a research grant; the amount allowed shall be paid as a research grant. The research grant portion of leave remuneration may vary by month if requested in writing by the Member in advance of the leave;

(c) may have leave remuneration reduced by any amount the Member derives during leave for services rendered, unless such services would normally fall under the provisions of Article 22 as extra-professional activities, or from external grants designed to support the Member while on leave if the total remuneration during leave exceeds the equivalent of full regular salary and reasonable expenses incurred:

(i) by the Member and his or her spouse and dependents in moving to and back from the place or places in which the Member is to reside during the leave period, where such expenses have not been otherwise provided for; and

(ii) in connection with research and scholarly work while on leave.

Unpaid Leave of Absence.

30.29 Members may apply through their Chairperson, Head, Director or Chief Librarian for unpaid leave of absence from Dalhousie University, if possible not less than six months before the date requested for initiation of leave. Unpaid leave of absence shall not be withheld unreasonably, and in particular shall not be withheld unreasonably from the spouse of any Member who has been granted sabbatical leave where the spouse is also a Member of the bargaining unit, but may be limited to periods of up to two years at a time, subject to Clause 30.12. A Member on unpaid leave of absence shall continue payment of dues or other charges directly to the Association, in accordance with Article 7, and during such leave may choose to contribute to the Dalhousie University Staff Pension Plan and other available benefit options, subject to the approval of the Board, and subject to the provisions of any individual insurance policies and the Pension Plan.

30.30 When a Member is a Chairperson or Head, the Dean of the Faculty concerned shall be informed of absences and vacations in accordance with this Article 30.

Conferences.

30.31

(a) An instructor Member may be granted time off in order to attend conferences, meetings, workshops and seminars when such are relevant to the position held by the instructor Member and when attendance has been approved through the regular Departmental procedure. Arrangements must be made sufficiently in advance so as to ensure that regular duties and responsibilities are carried out during any such absence. Reimbursement for travelling and living expenses for instructor Members shall be in accordance with Clause 30.33.

(b) Professional librarian and professional counsellor Members may be granted time off in order to attend conferences, meetings, workshops and seminars when such are relevant to the position held by the Member and when attendance has been approved through the regular unit procedure. Arrangements must be made sufficiently in advance so as to ensure that regular duties and responsibilities are carried out during any such absence.

Reimbursement for travelling and living expenses for professional librarian and professional counsellor Members shall be in accordance with Clause 30.33.

Educational Leave.

30.32

(a) The Board agrees to grant educational leave to pursue academic studies that complement their work at Dalhousie University and which will also benefit their Department to instructor Members on the conditions set out in this Clause 30.32. In order to be eligible for the granting of educational leave, a Member must have been classified as a Senior Instructor and also shall have completed six (6) years of service at Dalhousie University, or shall have completed seven (7) years of service at Dalhousie University calculated from the initial date of the previous educational leave project.

(b) Before the Board grants educational leave to an instructor Member, that Member shall submit to the Dean, eight months prior to the date the requested leave is to commence, a statement specifying the leave project, and the instructor Member's Department shall submit to the Dean an assessment and recommendation concerning the leave. The assessment shall include a consideration of the arrangements necessary to maintain the academic program(s) of the Department during the proposed period of leave. Provided the Dean and the Department agree that the conditions in Clause 30.32(a) have been satisfied, and provided the Member's Department recommends the granting of such leave, the Dean shall recommend to the President within two months of receiving the application that the proposed educational leave be granted. There shall be no replacement appointment for the instructor Member on educational leave unless the Dean agrees that such an appointment is necessary. In the event that the Dean recommends to the President that the proposed educational leave not be granted, the Dean shall write to the instructor Member giving the reasons for this recommendation.

(c) When educational leave is granted to instructor Members, it may be:

(i) for a full year, from 1 July to the following 30 June with 85% of regular salary, or

(ii) for a full year, from 1 January to the following 31 December, provided satisfactory arrangements can be made to maintain essential responsibilities within the Member's Department, School, College, Institute or Faculty with 85% of regular salary, or

(iii) for a half year which may be from 1 January to 30 June or from 1 July to 31 December at regular salary.

The salary paid while on educational leave may be reduced in the light of salary support for leave granted by external agencies but not less than sixty percent (60%) of regular salary shall be paid.

(d) Pursuant to Clause 30.32(b) herein, the proposed educational leave may be approved in one or more segments not to exceed twelve (12) months in total when leave is pursuant to Clause 30.32(c)(i) or (ii) or not more than six (6) months in total when leave is pursuant to Clause 30.32(c)(iii).

(e) Notwithstanding the above provisions contained in this Article 30, when it has been determined that retraining is appropriate for an instructor Member, the Dean may authorize a Special Educational Leave for this purpose following approval through regular Departmental procedures. Unless otherwise agreed with the instructor Member, such Special Educational Leave shall be included in the eligibility period for Educational Leave as specified in Clause 30.32(a) herein.

(f) An instructor Member who is granted Educational Leave or Special Educational Leave must agree to return to duties at Dalhousie University for a period equal to the period of such leave(s) or reimburse the Board for the full amount of the financial assistance received from the Board during the leave(s). If an instructor Member returns to the University for a period of time less than the length of the leave, the reimbursement will be prorated accordingly.

The Board shall provide a fund in the amount of **\$11,018** for the academic year **2007/08** for expenditure in the fiscal year **2008/09** and an amount of **\$11,349** for the academic year **2008/09** for expenditure in the fiscal year **2009/10** and an amount of **\$11,690** for the academic year **2009/10** for expenditure in the fiscal year **2010/11**, and an amount of **\$12,088** for the academic year **2010/11** for expenditure in the fiscal year **2011/12**, to provide grants to supplement salary and/or research grants payable to Members granted educational leave or special educational leave for part or all of that year. A Member granted educational or special educational leave who is not in receipt of external grant support for leave in excess of twenty-five percent (25%) of regular salary may apply for a supplemental leave grant. Application shall be made to the appropriate Committee on Research Development of the Office of Research Services and shall include a statement of expenses the Member expects to incur as a result of research and/or scholarly work during leave and a statement of anticipated external grants or earnings from services rendered during leave (unless such earnings would normally be classified under Article 22). In cases of doubt about appropriate Committee on Research Development, the Vice-President (Research) shall decide which committee shall process the application. The committee concerned shall consider all applications, giving particular preference to Members whose research and/or scholarly work necessitates travel to other libraries, laboratories, conferences, research or similar centres. The Committees shall not unreasonably deny applications and may award supplemental grants, ordinarily not in excess of twenty-five percent (25%) of regular salary, and the decisions of the committees within the limit of the amounts specified herein shall be processed by the Vice-President (Research) for adding to the regular salary/research grant support provided to the Member during leave. Decisions of the committees when implemented by the Vice-President (Research) shall not be subject to grievance and arbitration proceedings.

(g) Financial assistance may also include assistance to offset part or all of the cost relating to tuition fees, travel and relocation.

(h) If an instructor Member applies for educational leave and the conditions in Clauses 30.32(a), (b) and (c) are met but it is in the interests of the University that leave be postponed, the Member who agrees to postpone educational leave upon request by the Dean shall receive additional salary support of 2.5 percent for each six month period of postponement to a maximum of two years, provided, however, that the total salary support resulting from this provision does not exceed 100% of the Member's regular salary, and shall be entitled to have the period of service required before any subsequent leave reduced to the extent the prior leave is postponed.

(i) An instructor Member who is granted Educational Leave or Special Educational Leave may apply on the prescribed form through the Chairperson, Head or Director to the appropriate Committee on Research Development of the Office of Research Services to have a portion of leave remuneration paid as a research grant; the amount allowed shall be paid as a research grant. The research grant portion of leave remuneration may vary by month if requested in writing by the Member in advance of the leave.

Travel.

30.33 The Board expects that Members may attend conferences, workshops and study sessions in places other than Dalhousie University, as judged necessary to extend and communicate their knowledge, including travel directly related to instructional development and the quality of teaching. The Board, therefore, agrees to reimburse out of the funds provided in Clause 30.34 the travelling and living expenses of those Members whose attendance is approved under the guidelines recommended by the relevant Faculty committee and approved by the Dean. Such guidelines shall include reference to

the per diem maximum payable to a Member. The Faculty committee shall also make recommendations to the Dean concerning individual applications for the Dean's decision. For the purposes of this Clause, the professional librarian and professional counsellor Members shall set up Travel Committees, which shall be the Faculty level committees for this purpose, to make recommendations to the appropriate Chief Librarian or Vice-President (Student Services) regarding reimbursement of the travelling and living expenses of those professional librarian and professional counsellor Members whose attendance at conferences and/or meetings is recommended by these committees.

30.34 The Board shall provide a fund for expenditure in the fiscal year for travel by Members. The amount of the fund for the fiscal year 2007/08 shall be \$563,252, for the fiscal year **2008/09** shall be **\$580,150**, for the fiscal year **2009/10** shall be **\$597,555**, for the fiscal year **2010/11** shall be **\$617,872**, **and for the fiscal year 2011/12 shall be \$638,880**. Faculty level committees shall be notified no later than 1 March of the amount of funds to be allocated to them for the upcoming fiscal year.

This fund shall be divided into two portions:

(a)(1) subject to Clause 30.34(a)(2), ninety eight percent of the travel fund for each fiscal year shall be allocated to Faculties, the College of Continuing Education, the Counselling Centre and the Library System in proportion to the number of Members each contains, for distribution to Members on a fair and equitable basis by the Deans, Chief Librarians or Vice President (Student Services), on the advice of Heads, Chairpersons or Directors, and the committees mentioned in Clause 30.33:

(i) the travel funds allocated to a Faculty, College, Centre or Library System for any fiscal year shall not be overspent in that fiscal year by more than 10% of the allocated amount and the overspent amount shall be debited to the amount allocated for the following fiscal year;

(ii) the travel funds allocated to a Faculty, College, Centre or Library System for any fiscal year may be underspent in that fiscal year by no more than 10% of the allocated amount and any excess of underspending beyond that 10% shall be taken into general Dalhousie University revenue;

(iii) overspending and underspending of travel funds allocated to a Faculty, College, Centre or Library System shall be permitted to accumulate over three fiscal years but at the end of each fiscal year the accumulated amount of overspent and underspent funds for that fiscal year and the two fiscal years preceding it shall not be an over expenditure exceeding 10% of the travel funds allocated in the fiscal year just ending and shall not be an underexpenditure exceeding 30% of the travel funds allocated in the fiscal year just ending;

(iv) expenditure of travel funds shall be said to occur on the date when payment is made from them or on the date when an invoice for payment is received by the Board, whichever is earlier;

(a)(2) in determining the allocation to the Faculties, the College of Continuing Education, the Counselling Centre and Library System pursuant to Clause 30.34(a)(1), each such unit shall be entitled to the greater of:

(i) **\$5,127**, or

(ii) an allocation based on the proportion of the number of Members each contains provided that the total funds allocated under Clause 30.34(a) shall not exceed ninety eight percent of the travel fund;

(b) the remaining two percent of the travel fund for each fiscal year shall be allocated for travel by the President, or his delegate, on a fair and equitable basis, to those Members for whom Clause 30.34(a)(2) does not apply. The President, or his delegate, may distribute any funds remaining after such allocation to Members whose travel requirements cannot be met through Clause 30.34(a)(2).

Members on leave shall not be eligible for travel support from these funds.

Article 31: Salaries

31.01 For Members employed full time for 12 months during the academic year, the regular salary as defined in Article 1, shall be adjusted as provided in this Article 31. For Members employed full time for less than 12 months during the academic year, the regular salary as defined in Article 1, shall be adjusted as provided in this Article 31 multiplied by the fraction obtained by dividing the number of months employed by 12. For Members employed less than full time during the academic year, the regular salary as defined in Article 1, shall be adjusted as provided in this Article 31 multiplied by the fraction of full time duties they were employed to carry out in accordance with the specification of this fraction in Clause 14.06. For Members employed less than full time for less than 12 months during the academic year, the regular salary as defined in Article 1, shall be adjusted as provided in this Article 31 multiplied by both fractions.

31.02 All increases in regular salary rates arising from the application of this Article 31 shall take effect from the date indicated or the starting date of the Member's employment if that is later. The effect of adjustment of salaries on pension benefits shall also take effect from the same date as the salary adjustment.

Regular Salaries for the Academic Year 2007/08.

31.03 Adjustments of regular salary rates for **2007/08** shall be made only for those Members falling into one of the following categories:

(a) Members whose appointments took effect on or before 1 January **2007**, who had a regular salary rate for **2006/07**, who received no adjustment to their regular salary rates for **2007/08** prior to 1 July **2007** and who have been employed as Members from at least 1 January **2007** to 1 July **2007**;

(b) Members whose appointments took effect after 1 January **2007**, whose regular salary rate at the time of appointment as a Member was specified to be the rate for **2006/07** and subject to adjustment for **2007/08**, who have received no subsequent adjustment to their regular salary rates for **2007/08** prior to 1 July **2007**, and who have been employed from the date of their appointment to 1 July **2007**.

31.04 Members who started employment after 1 January **2007** at regular salary rates specified as **2007/08** rates are not eligible for further adjustments to their regular salary rates for **2007/08**, subject to terms set out in their letters of appointment, unless their regular salary rate is less than that shown in the appropriate Schedule. Such Members shall receive an Adjustment to the Scale necessary to bring their regular salary rate up to the minimum for their rank and Y value, as shown in the appropriate Schedule.

31.05 Insofar as the salary paid to a Member for **2007/08** is modified solely as a result of a change in the fraction of full time duties that Member is employed to carry out, such a modification shall not be interpreted as an adjustment in regular salary rate for the purpose of Clause 31.03. Notwithstanding the limitations imposed by Clause 31.03, adjustments of **2007/08** regular salary rates approved by the Association Board Committee under the provisions of the **2004-2007** Collective Agreement shall be further adjusted as required by the form of that approval.

Regular Salaries for **2007/08** for Members Other Than Professional Librarian, Instructor and Professional Counsellor Members.

31.06 The regular salary rates for **2007/08** for Members other than professional librarian, instructor and professional counsellor Members, who qualify for an adjustment of regular salary rate in accordance with Clauses 31.02 and 31.03, shall be determined as follows:

(a) an Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2006/07** regular salary rate shall be added to the Member's **2006/07** regular salary rate for **2007/08**, effective 1 July **2007**;

(b) subject to Clauses **31.73** and **31.78**, a Career Development Increment (C.D.I.) of **\$1,987** shall be added to their **2006/07** regular salary rate for **2007/08**, effective 1 July **2007** unless the C.D.I. is withheld in accordance with Clause 31.08 or unless the Member was appointed after 1 January **2007** and had the year **2007/08** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2007/08**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Associate Professor effective 1 July 2007 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Professor effective 1 July 2007.

31.07 After application of Clause 31.06, the regular salary rates for **2007/08** for Members other than professional librarian, instructor and professional counsellor Members, whose regular salary rates are less than those specified in Schedule A for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule A.

31.08

(a) The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 17, the Member's workload approved or authorized in accordance with Article 20, and the characteristics and contributions relevant to appointment, reappointment, promotion and tenure. Upon the recommendation or agreement of the appropriate Chairperson, Head or Director and Dean or Vice President, and the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged, by the criteria referred to in this Clause 31.08, to have shown substantially less career development than might reasonably be expected for a Member of that rank. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice President, in writing, that the action has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

(b) An isolated case of unsatisfactory teaching evaluation results for a single half-credit or full-credit course shall not be the basis for denial of a C.D.I.

31.09 The minimum regular salary rates for **2007/08** for Members other than professional librarian, instructor and professional counsellor Members shall be as follows:

	Effective
	1 July 2007
(a) Lecturer, or equivalent	\$47,766
(b) Assistant Professor, or equivalent	\$53,727
(c) Associate Professor, or equivalent	\$64,162
(d) Professor, or equivalent	\$74,097

These minima shall, as of 1 July **2007**, be **\$8,409** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the minima shall be **\$14,405** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2007/08** for Professional Librarian Members.

31.10 The regular salary rates for **2007/08** for professional librarian Members, who qualify for an adjustment of regular salary rate for **2007/08** in accordance with Clauses 31.02 and 31.03, shall be adjusted as follows:

(a) an Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2006/07** regular salary rate shall be added for **2007/08**, effective 1 July **2007**;

(b) subject to Clause **31.73**, a Career Development Increment (C.D.I.) of **\$1,591** for Librarian 1, and **\$1,844** for Librarians 2, 3 and 4 shall be added to their **2006/07** regular salary rate for **2007/08** effective 1 July **2007**, unless the C.D.I. is withheld in accordance with Clause 31.12 or unless the Member was appointed after 1 January **2007** and had the year **2007/08** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2007/08**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 3 effective 1 July 2007 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 4 effective 1 July 2007.

31.11 After application of Clause 31.10, the regular salary rates for **2007/08** for professional librarian Members, whose regular salary rates are less than those specified in Schedule B for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule B.

31.12 The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 11 and the characteristics and contributions relevant to appointment, reappointment, promotion and appointment without term. Upon the recommendation or agreement of:

(i) the Associate University Librarian (Health Sciences), and the University Librarian for librarian Members in the Health Sciences Library;

(ii) the Chief Librarian and the Dean of Law for librarian Members in the Law Library;

(iii) the Associate University Librarian (Sexton Design & Technology) and the University Librarian for librarian Members in the Sexton Design & Technology Library;

(iv) the University Librarian for librarian Members in the Libraries not specified in (i), (ii) and (iii) above;

and the Vice President, and with the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged to have fallen substantially below the criteria referred to in this Clause 31.12. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice-President, in writing, that the action has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

31.13 The minimum regular salary rates for **2007/08** for professional librarian Members shall be as follows:

	Effective
	1 July 2007
(a) Librarian 1	\$43,304
(b) Librarian 2	\$48,077

(c) Librarian 3 **\$54,109**

(d) Librarian 4 **\$63,329**

Regular Salaries for **2007/08** for Instructor Members.

31.14 The regular salary rates for **2007/08** for instructor Members, who qualify for an adjustment of regular salary rate for **2007/08** in accordance with the provisions of Clauses 31.02 and 31.03, shall be adjusted as follows:

(a) an Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2006/07** regular salary rate shall be added for **2007/08**, effective 1 July **2007**;

(b) subject to Clause **31.73**, a step of **\$1,881** shall be added to their **2006/07** regular salary rate for **2007/08** effective 1 July **2007**, unless the Member was appointed after 1 January **2007** and had the year **2007/08** allowed as a year of creditable performance at the time of the appointment, in which case no step shall be paid in **2007/08**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Instructor effective 1 July 2007 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Senior Instructor effective 1 July 2007.

31.15 After application of Clause 31.14, the regular salary rates for **2007/08** for instructor Members, whose regular salary rates are less than those specified in Schedule C for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule C.

31.16 The minimum regular salary rates for **2007/08** for instructor Members shall be as follows:

Effective

1 July **2007**

(a) Instructor **\$41,101**

(b) Senior Instructor **\$52,387**

These minima shall be **\$8,409** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society, and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment, and the minima shall be **\$14,405** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2007/08** for Professional Counsellor Members.

31.17 The regular salary rates for **2007/08** for professional counsellor Members, who qualify for an adjustment of regular salary rate for **2007/08** in accordance with the provisions of Clauses 31.02 and 31.03, shall be adjusted as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2006/07** regular salary rate shall be added for **2007/08**, effective 1 July **2007**;

(b) subject to Clause **31.73**, a step of **\$1,987** shall be added to their **2006/07** regular salary rate for **2007/08** effective 1 July **2007**, unless the Member was appointed after 1 January **2007** and had the year **2007/08** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2007/08**;

(c) a comparability adjustment in the amount of \$500 for those Members employed as professional counsellors who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology effective 1 July 2007 and a comparability

adjustment in the amount of \$500 for those Members employed as professional counsellors who are registered by the Nova Scotia Board of Examiners in Psychology or who have the Ph.D. or its equivalent effective 1 July 2007.

31.18 After application of Clause 31.17, the regular salary rates for **2007/08** for professional counsellor Members whose regular salary rates are less than those specified in Schedule D for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule D.

31.19 The minimum regular salary rate for **2007/08** for Members employed as professional counsellors who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology shall be **\$48,872** effective 1 July **2007**. For those who are registered or who have the Ph.D. degree or its equivalent, the minimum shall be **\$54,833** effective 1 July **2007**.

Regular Salaries for the Academic Year 2008/09.

31.20 Adjustments of regular salary rates for **2008/09** shall be made only for those Members falling into one of the following categories:

(a) Members whose appointments took effect on or before 1 January **2008**, who had a regular salary rate for **2007/08**, who received no adjustment to their regular salary rates for **2008/09** prior to 1 July **2008**, and who have been employed as Members from at least 1 January **2008** to 1 July **2008**;

(b) Members whose appointments took effect after 1 January **2008**, whose regular salary rate at the time of appointment as a Member was specified to be the rate for **2007/08** and subject to adjustment for **2008/09**, who have received no subsequent adjustment to their regular salary rates for **2008/09** prior to 1 July **2008** and who have been employed from at least the date of their initial appointment to 1 July **2008**.

31.21 Members who started employment after 1 January **2008** at regular salary rates specified as **2008/09** rates are not eligible for further adjustments to their regular salary rates for **2008/09**, subject to terms set out in their letters of appointment, unless their regular salary rate is less than that shown in the appropriate Schedule. Such Members shall receive any Adjustment to Scale necessary to bring their regular salary rate up to the minimum for their rank and Y value, as shown in the appropriate Schedule.

31.22 Insofar as the salary paid to a Member for **2008/09** is modified solely as a result of a change in the fraction of full time duties that Member is employed to carry out, such a modification shall not be interpreted as an adjustment in regular salary rate for the purpose of Clause 31.20. Notwithstanding the limitations imposed by Clause 31.20, adjustments of **2008/09** regular salary rates approved by the Association Board Committee under the provisions of this Collective Agreement shall be further adjusted as required by the form of that approval.

Regular Salaries for **2008/09** for Members Other Than Professional Librarian, Instructor and Professional Counsellor Members.

31.23 The regular salary rates for **2008/09** for Members other than professional librarian, instructor and professional counsellor Members, who qualify for an adjustment of regular salary rate in accordance with Clauses 31.02 and 31.20, shall be determined as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2007/08** regular salary rate shall be added to the Member's **2007/08** regular salary rate for **2008/09**, effective 1 July **2008**;

(b) subject to Clauses **31.73** and **31.78**, a Career Development Increment (C.D.I.) of **\$2,047** shall be added to their **2007/08** regular salary rate for **2008/09**, effective 1 July **2008**, unless the C.D.I. is withheld in accordance with Clause 31.25 or unless the Member was appointed after 1 January **2008** and had the

year **2008/09** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2008/09**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Associate Professor effective 1 July 2008 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Professor effective 1 July 2008;

(d) a salary adjustment on promotion in the amount of \$500 for those Members promoted to the rank of Associate Professor effective 1 July 2008.

31.24 After application of Clause 31.23, the regular salary rates for **2008/09** for Members other than professional librarian, instructor and professional counsellor Members, whose regular salary rates are less than those specified in Schedule E for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those in Schedule E.

31.25

(a) The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 17, the Member's workload approved or authorized in accordance with Article 20, and the characteristics and contributions relevant to appointment, reappointment, promotions and tenure. Upon the recommendation or agreement of the appropriate Chairperson, Head or Director and Dean or Vice President, and the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged, by the criteria referred to in this Clause 31.25, to have shown substantially less career development than might reasonably be expected for a Member of that rank. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice-President, in writing, that the action has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

(b) An isolated case of unsatisfactory teaching evaluation results for a single half-credit or full-credit course shall not be the basis for denial of a C.D.I.

31.26 The minimum regular salary rates for **2008/09** for Members other than professional librarian, instructor and professional counsellor Members shall be as follows:

	Effective
	1 July 2008
(a) Lecturer, or equivalent	\$51,198
(b) Assistant Professor, or equivalent	\$57,339
(c) Associate Professor, or equivalent	\$68,074
(d) Professor, or equivalent	\$78,309

These minima shall, as of 1 July **2008**, be **\$8,662** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the minima shall be **\$14,838** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2008/09** for Professional Librarian Members.

31.27 The regular salary rates for **2008/09** for professional librarian Members, who qualify for an adjustment of regular salary rate for **2008/09** in accordance with Clauses 31.02 and 31.20, shall be adjusted as follows:

(a) An Income Maintenance Change (I.M.C.), equal to **3.0** percent of the Member's **2007/08** regular salary rate shall be added to the Member's **2007/08** regular salary rate for **2008/09**, effective 1 July **2008**;

(b) subject to Clause **31.73**, a Career Development Increment (C.D.I.) of **\$1,639** for Librarian 1, and **\$1,900** for Librarian 2, 3 and 4 shall be added to their **2007/08** regular salary rate for **2008/09**, effective 1 July **2008**, unless the C.D.I. is withheld in accordance with Clause 31.29 or unless the Member was appointed after 1 January **2008** and had the year **2008/09** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2008/09**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 3 effective 1 July 2008 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 4 effective 1 July 2008.

(d) a salary adjustment on promotion in the amount of \$500 for those Members promoted to the rank of Librarian 3 effective 1 July 2008.

31.28 After application of Clause 31.27, the regular salary rates for **2008/09** for professional librarian Members whose regular salary rates are less than those specified in Schedule F for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule F.

31.29 The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 11 and the characteristics and contributions relevant to appointment, reappointment, promotion and appointment without term. Upon the recommendation or agreement of:

(i) the Associate University Librarian (Health Sciences), and the University Librarian for librarian Members in the Health Sciences Library;

(ii) the Chief Librarian and the Dean of Law for librarian Members in the Law Library;

(iii) the Associate University Librarian (Sexton Design & Technology) and the University Librarian for librarian Members in the Sexton Design & Technology Library;

(iv) the University Librarian for librarian Members in the Libraries not specified in (i), (ii) and (iii) above;

and the Vice President, and with the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged to have fallen substantially below the criteria referred to in this Clause 31.29. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice-President, in writing, that the action has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

31.30 The minimum regular salary rates for **2008/09** for professional librarian Members shall be as follows:

Effective

1 July 2008

(a) Librarian 1	\$46,603
(b) Librarian 2	\$51,520
(c) Librarian 3	\$57,720
(d) Librarian 4	\$67,220

Regular Salaries for **2008/09** for Instructor Members.

31.31 The regular salary rates for **2008/09** for instructor Members, who qualify for an adjustment of regular salary rate for **2008/09** in accordance with the provisions of Clauses 31.02 and 31.20, shall be adjusted as follows:

(a) an Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2007/08** regular salary rate shall be added to the Member's **2007/08** regular salary rate for **2008/09**, effective 1 July **2008**;

(b) subject to Clause **31.73**, a step of **\$1,938** shall be added to their **2007/08** regular salary rate for **2008/09**, effective 1 July **2008**, unless the Member was appointed after 1 January **2008** and had the year **2008/09** allowed as a year of creditable performance at the time of the appointment, in which case no step shall be paid in **2008/09**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Instructor effective 1 July 2008 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Senior Instructor effective 1 July 2008.

31.32 After application of Clause 31.31, the regular salary rates for **2008/09** for instructor Members whose regular salary rates are less than those specified in Schedule G for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule G.

31.33 The minimum regular salary rates for **2008/09** for instructor Members shall be as follows:

Effective

1 July 2008

(a) Instructor	\$44,835
(b) Senior Instructor	\$56,463

These minima shall be, as of 1 July **2008**, **\$8,662** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society, and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment, and the minima shall be **\$14,838** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2008/09** for Professional Counsellor Members.

31.34 The regular salary rates for **2008/09** for professional counsellor Members, who qualify for an adjustment of regular salary rate for **2008/09** in accordance with the provisions of Clauses 31.02 and 31.20, shall be adjusted as follows:

(a) an Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2007/08** regular salary rate shall be added to the Member's regular salary rate for **2008/09**, effective 1 July **2008**;

(b) subject to Clause **31.73**, a step of **\$2,047** shall be added to their **2007/08** regular salary rate for **2008/09**, effective 1 July **2008**, unless the Member was appointed after 1 January **2008** and had the year **2008/09** allowed as a year of creditable performance at the time of the appointment, in which case no step shall be paid in **2008/09**;

(c) a comparability adjustment in the amount of \$500 for those Members employed as professional counsellors who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology effective 1 July 2008 and a comparability adjustment in the amount of \$500 for those Members employed as professional counsellors who are registered by the Nova Scotia Board of Examiners in Psychology or who have the Ph.D. or its equivalent effective 1 July 2008.

31.35 After application of Clause 31.34, the regular salary rates for **2008/09** for professional counsellor Members whose regular salary rates are less than those specified in Schedule H for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule H.

31.36 The minimum regular salary rates for **2008/09** for professional counsellor Members who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology shall be **\$52,839** effective 1 July **2008**. For those who are registered or who have the Ph.D. degree or its equivalent, the minimum shall be **\$59,480** effective 1 July **2008**.

Regular Salaries for the Academic Year 2009/10.

31.37 Adjustments of regular salary rates for **2009/10** shall be made only for those Members falling into one of the following categories:

(a) Members whose appointments took effect on or before 1 January **2009**, who had a regular salary rate for **2008/09**, who received no adjustment to their regular salary rates for **2009/10** prior to 1 July **2009**, and who have been employed as Members from at least 1 January **2009** to 1 July **2009**;

(b) Members whose appointments took effect after 1 January **2009**, whose regular salary rate at the time of appointment as a Member was specified to be the rate for **2008/09** and subject to adjustment for **2009/10**, who have received no subsequent adjustment to their regular salary rates for **2009/10** prior to 1 July **2009** and who have been employed from at least the date of their initial appointment to 1 July **2009**.

31.38 Members who started employment after 1 January **2009** at regular salary rates specified as **2009/10** rates are not eligible for further adjustments to their regular salary rates for **2009/10**, subject to terms set out in their letters of appointment, unless their regular salary rate is less than that shown in the appropriate Schedule. Such Members shall receive any Adjustment to Scale necessary to bring their regular salary rate up to the minimum for their rank and Y value, as shown in the appropriate Schedule.

31.39 Insofar as the salary paid to a Member for **2009/10** is modified solely as a result of a change in the fraction of full time duties that Member is employed to carry out, such a modification shall not be interpreted as an adjustment in regular salary rate for the purpose of Clause 31.37. Notwithstanding the limitations imposed by Clause 31.37, adjustments of **2009/10** regular salary rates approved by the Association Board Committee under the provisions of this Collective Agreement shall be further adjusted as required by the form of that approval.

Regular Salaries for **2009/10** for Members Other Than Professional Librarian, Instructor and Professional Counsellor Members.

31.40 The regular salary rates for **2009/10** for Members other than professional librarian, instructor and professional counsellor Members, who qualify for an adjustment of regular salary rate in accordance with Clauses 31.02 and 31.37, shall be determined as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2008/09** regular salary rate shall be added for **2009/10**, effective 1 July **2009**;

(b) subject to Clauses **31.73** and **31.78**, a Career Development Increment (C.D.I.) of **\$2,109** shall be added to their **2008/09** regular salary rate for **2009/10**, effective 1 July **2009**, unless the C.D.I. is withheld in accordance with Clause 31.42 or unless the Member was appointed after 1 January **2009** and had the year **2009/10** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2009/10**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Associate Professor effective 1 July 2009 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Professor effective 1 July 2009;

(d) a salary adjustment on promotion in the amount of \$1000 for those Members promoted to the rank of Associate Professor effective 1 July 2009.

31.41 After application of Clause 31.40, the regular salary rates for **2009/10** for Members other than professional librarian, instructor and professional counsellor Members, whose regular salary rates are less than those specified in Schedule I for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those in Schedule I.

31.42

(a) The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 17, the Member's workload approved or authorized in accordance with Article 20, and the characteristics and contributions relevant to appointment, reappointment, promotions and tenure. Upon the recommendation or agreement of the appropriate Chairperson, Head or Director and Dean or Vice President, and the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged, by the criteria referred to in this Clause 31.42, to have shown substantially less career development than might reasonably be expected for a Member of that rank. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice-President, in writing, that the action has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

(b) An isolated case of unsatisfactory teaching evaluation results for a single half-credit or full-credit course shall not be the basis for denial of a CDI.

31.43 The minimum regular salary rates for **2009/10** for Members other than professional librarian, instructor and professional counsellor Members shall be as follows:

	Effective
	1 July 2009
(a) Lecturer, or equivalent	\$54,733
(b) Assistant Professor, or equivalent	\$61,060
(c) Associate Professor, or equivalent	\$72,105
(d) Professor, or equivalent	\$82,650

These minima shall, as of 1 July **2009**, be **\$8,922** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the

minima shall be **\$15,284** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2009/10** for Professional Librarian Members.

31.44 The regular salary rates for **2009/10** for professional librarian Members, who qualify for an adjustment of regular salary rate for **2009/10** in accordance with Clauses 31.02 and 31.37, shall be adjusted as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2008/09** regular salary rate shall be added for **2009/10**, effective 1 July **2009**;

(b) subject to Clause **31.73**, a Career Development Increment (C.D.I.) of **\$1,689** for Librarian 1, and **\$1,957** for Librarian 2, 3 and 4 shall be added to their **2008/09** regular salary rate for **2009/10**, effective 1 July **2009**, unless the C.D.I. is withheld in accordance with Clause 31.46 or unless the Member was appointed after 1 January **2009** and had the year **2009/10** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2009/10**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 3 effective 1 July 2009 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 4 effective 1 July 2009.

(d) a salary adjustment on promotion in the amount of \$1000 for those Members promoted to the rank of Librarian 3 effective 1 July 2009.

31.45 After application of Clause 31.44, the regular salary rates for **2009/10** for professional librarian Members whose regular salary rates are less than those specified in Schedule J for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule J.

31.46 The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 11 and the characteristics and contributions relevant to appointment, reappointment, promotion and appointment without term. Upon the recommendation or agreement of:

(i) the Associate University Librarian (Health Sciences), and the University Librarian for librarian Members in the Health Sciences Library;

(ii) the Chief Librarian and the Dean of Law for librarian Members in the Law Library;

(iii) the Associate University Librarian (Sexton Design & Technology) and the University Librarian for librarian Members in the Sexton Design & Technology Library;

(iv) the University Librarian for librarian Members in the Libraries not specified in (i), (ii) and (iii) above;

and the Vice President, and with the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged to have fallen substantially below the criteria referred to in this Clause 31.46. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice-President, in writing, that the action has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

31.47 The minimum regular salary rates for **2009/10** for professional librarian Members shall be as follows:

Effective

1 July **2009**

- | | |
|-----------------|-----------------|
| (a) Librarian 1 | \$49,999 |
| (b) Librarian 2 | \$55,066 |
| (c) Librarian 3 | \$61,437 |
| (d) Librarian 4 | \$71,222 |

Regular Salaries for **2009/10** for Instructor Members.

31.48 The regular salary rates for **2009/10** for instructor Members, who qualify for an adjustment of regular salary rate for **2009/10** in accordance with the provisions of Clauses 31.02 and 31.37, shall be adjusted as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2008/09** regular salary rate shall be added for **2009/10**, effective 1 July **2009**;

(b) subject to Clause **31.73**, a step of **\$1,997** shall be added to their **2008/09** regular salary rate for **2009/10**, effective 1 July **2009**, unless the Member was appointed after 1 January **2009** and had the year **2009/10** allowed as a year of creditable performance at the time of the appointment, in which case no step shall be paid in **2009/10**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Instructor effective 1 July 2009 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Senior Instructor effective 1 July 2009.

31.49 After application of Clause 31.48, the regular salary rates for **2009/10** for instructor Members whose regular salary rates are less than those specified in Schedule K for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule K.

31.50 The minimum regular salary rates for **2009/10** for instructor Members shall be the **2008/09** minimum regular salary rates times the I.M.C. at 1 July **2009**:

Effective

1 July **2009**

- | | |
|-----------------------|-----------------|
| (a) Instructor | \$48,681 |
| (b) Senior Instructor | \$60,663 |

These minima shall, as of 1 July **2009**, be **\$8,922** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the minima shall be **\$15,284** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2009/10** for Professional Counsellor Members.

31.51 The regular salary rates for **2009/10** for professional counsellor Members, who qualify for an adjustment of regular salary rate for **2009/10** in accordance with the provisions of Clauses 31.02 and 31.37, shall be adjusted as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.0** percent of the Member's **2008/09** regular salary rate shall be added for **2009/10**, effective 1 July **2009**;

(b) subject to Clause **31.73**, a step of **\$2,109** shall be added to their **2008/09** regular salary rate for **2009/10**, effective 1 July **2009**, unless the Member was appointed after 1 January **2009** and had the year **2009/10** allowed as a year of creditable performance at the time of the appointment, in which case no step shall be paid in **2009/10**;

(c) a comparability adjustment in the amount of \$500 for those Members employed as professional counsellors who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology effective 1 July 2009 and a comparability adjustment in the amount of \$500 for those Members employed as professional counsellors who are registered by the Nova Scotia Board of Examiners in Psychology or who have the Ph.D. or its equivalent effective 1 July 2009.

31.52 After application of Clause 31.51, the regular salary rates for **2009/10** for professional counsellor Members whose regular salary rates are less than those specified in Schedule L for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule L.

31.53 The minimum regular salary rates for **2009/10** for professional counsellor Members who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology shall be **\$56,925** effective 1 July **2009**. For those who are registered or who have the Ph.D. degree or its equivalent, the minimum shall be **\$63,252** effective 1 July **2009**.

Regular Salaries for the Academic Year **2010/11**.

31.54 Adjustments of regular salary rates for **2010/11** shall be made only for those Members falling into one of the following categories:

(a) Members whose appointments took effect on or before 1 January **2010**, who had a regular salary rate for **2009/10**, who received no adjustment to their regular salary rates for **2010/11** prior to 1 July **2010**, and who have been employed as Members from at least 1 January **2010** to 1 July **2010**;

(b) Members whose appointments took effect after 1 January **2010**, whose regular salary rate at the time of appointment as a Member was specified to be the rate for **2009/10** and subject to adjustment for **2010/11**, who have received no subsequent adjustment to their regular salary rates for **2010/11** prior to 1 July **2010** and who have been employed from at least the date of their initial appointment to 1 July **2010**.

31.55 Members who started employment after 1 January **2010** at regular salary rates specified as **2010/11** rates are not eligible for further adjustments to their regular salary rates for **2010/11**, subject to terms set out in their letters of appointment, unless their regular salary rate is less than that shown in the appropriate Schedule. Such Members shall receive any Adjustment to Scale necessary to bring their regular salary rate up to the minimum for their rank and Y value, as shown in the appropriate Schedule.

31.56 Insofar as the salary paid to a Member for **2010/11** is modified solely as a result of a change in the fraction of full time duties that Member is employed to carry out, such a modification shall not be interpreted as an adjustment in regular salary rate for the purpose of Clause **31.54**. Notwithstanding the limitations imposed by Clause **31.54**, adjustments of **2010/11** regular salary rates approved by the Association Board Committee under the provisions of this Collective Agreement shall be further adjusted as required by the form of that approval.

Regular Salaries for **2010/11** for Members Other Than Professional Librarian, Instructor and Professional Counsellor Members.

31.57 The regular salary rates for **2010/11** for Members other than professional librarian, instructor and professional counsellor Members, who qualify for an adjustment of regular salary rate in accordance with Clauses 31.02 and **31.54**, shall be determined as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.4** percent of the Member's **2009/10** regular salary rate shall be added for **2010/11**, effective 1 July **2010**;

(b) subject to Clauses **31.73** and **31.78**, a Career Development Increment (C.D.I.) of **\$2,181** shall be added to their **2009/10** regular salary rate for **2010/11**, effective 1 July **2010**, unless the C.D.I. is withheld in accordance with Clause **31.59** or unless the Member was appointed after 1 January **2010** and had the year **2010/11** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2010/11**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Associate Professor effective 1 July 2010 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Professor effective 1 July 2010;

(d) a salary adjustment on promotion in the amount of \$1500 for those Members promoted to the rank of Associate Professor effective 1 July 2010.

31.58 After application of Clause **31.57**, the regular salary rates for **2010/11** for Members other than professional librarian, instructor and professional counsellor Members, whose regular salary rates are less than those specified in Schedule **M** for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those in Schedule **M**.

31.59

(a) The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 17, the Member's workload approved or authorized in accordance with Article 20, and the characteristics and contributions relevant to appointment, reappointment, promotions and tenure. Upon the recommendation or agreement of the appropriate Chairperson, Head or Director and Dean or Vice President, and the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged, by the criteria referred to in this Clause 31.59, to have shown substantially less career development than might reasonably be expected for a Member of that rank. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice-President, in writing, that the action has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

(b) An isolated case of unsatisfactory teaching evaluation results for a single half-credit or full-credit course shall not be the basis for denial of a CDI.

31.60 The minimum regular salary rates for **2010/11** for Members other than professional librarian, instructor and professional counsellor Members shall be as follows:

	Effective
	1 July 2010
(a) Lecturer, or equivalent	\$58,594
(b) Assistant Professor, or equivalent	\$65,137
(c) Associate Professor, or equivalent	\$76,542
(d) Professor, or equivalent	\$87,447

These minima shall, as of 1 July **2010**, be **\$9,226** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the minima shall be **\$15,804** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2010/11** for Professional Librarian Members.

31.61 The regular salary rates for **2010/11** for professional librarian Members, who qualify for an adjustment of regular salary rate for **2010/11** in accordance with Clauses 31.02 and 31.54, shall be adjusted as follows:

- (a) An Income Maintenance Change (I.M.C.) equal to **3.4** percent of the Member's **2009/10** regular salary rate shall be added for **2010/11**, effective 1 July **2010**;
- (b) subject to Clause **31.73**, a Career Development Increment (C.D.I.) of **\$1,747** for Librarian 1, and **\$2,024** for Librarian 2, 3 and 4 shall be added to their **2009/10** regular salary rate for **2010/11**, effective 1 July **2010**, unless the C.D.I. is withheld in accordance with Clause **31.63** or unless the Member was appointed after 1 January **2010** and had the year **2010/11** allowed as a year of creditable performance at the time of the appointment, in which case no C.D.I. shall be paid in **2010/11**;
- (c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 3 effective 1 July 2010 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Librarian 4 effective 1 July 2010.**
- (d) a salary adjustment on promotion in the amount of \$1500 for those Members promoted to the rank of Librarian 3 effective 1 July 2010.**

31.62 After application of Clause **31.61**, the regular salary rates for **2010/11** for professional librarian Members whose regular salary rates are less than those specified in Schedule **N** for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule **N**.

31.63 The C.D.I. is intended to provide financial progress through each rank commensurate with actual development in a Member's career. Career development is not a measure of the number of years a Member has been employed in a rank, but is based upon, recognizes and rewards actual development in the quality of performance in relation to the Member's responsibilities specified in Article 11 and the characteristics and contributions relevant to appointment, reappointment, promotion and appointment without term. Upon the recommendation or agreement of:

- (i) the Associate University Librarian (Health Sciences), and the University Librarian for librarian Members in the Health Sciences Library;
 - (ii) the Chief Librarian and the Dean of Law for librarian Members in the Law Library;
 - (iii) the Associate University Librarian (Sexton Design & Technology) and the University Librarian for librarian Members in the Sexton Design & Technology Library;
 - (iv) the University Librarian for librarian Members in the Libraries not specified in (i), (ii) and (iii) above;
- and the Vice President, and with the concurrence of the President, the C.D.I. may be withheld if the performance of the Member during the preceding academic year is judged to have fallen substantially below the criteria referred to in this Clause **31.63**. Before the President concurs with the withholding of a C.D.I., the President or his/her delegate shall review with the Member the basis for the judgment before any financial adjustment is made to the Member's salary. When such withholding is done, the Member and the Association shall be notified by the Dean or Vice-President, in writing, that the action

has been taken and the reasons for it, making specific reference to the criteria below which the Member's performance fell substantially. Such notice shall be given not later than the end of the month within which the C.D.I. is first withheld.

31.64 The minimum regular salary rates for **2010/11** for professional librarian Members shall be as follows:

	Effective
	1 July 2010
(a) Librarian 1	\$53,698
(b) Librarian 2	\$58,939
(c) Librarian 3	\$65,511
(d) Librarian 4	\$75,631

Regular Salaries for **2010/11** for Instructor Members.

31.65 The regular salary rates for **2010/11** for instructor Members, who qualify for an adjustment of regular salary rate for **2010/11** in accordance with the provisions of Clauses 31.02 and 31.54, shall be adjusted as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.4** percent of the Member's **2009/10** regular salary rate shall be added for **2010/11**, effective 1 July **2010**;

(b) subject to Clause **31.73**, a step of **\$2,065** shall be added to their **2009/10** regular salary rate for **2010/11**, effective 1 July **2010**, unless the Member was appointed after 1 January **2010** and had the year **2010/11** allowed as a year of creditable performance at the time of the appointment, in which case no step shall be paid in **2010/11**;

(c) a comparability adjustment in the amount of \$500 for those Members who hold the rank of Instructor effective 1 July 2010 and a comparability adjustment in the amount of \$500 for those Members who hold the rank of Senior Instructor effective 1 July 2010.

31.66 After application of Clause **31.65**, the regular salary rates for **2010/11** for instructor Members whose regular salary rates are less than those specified in Schedule **O** for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule **O**.

31.67 The minimum regular salary rates for **2010/11** for instructor Members shall be the **2009/10** minimum regular salary rates times the I.M.C. at 1 July **2010**:

	Effective
	1 July 2010
(a) Instructor	\$52,837
(b) Senior Instructor	\$65,227

These minima shall, as of 1 July **2010**, be **\$9,226** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the minima shall be **\$15,804** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency.

Regular Salaries for **2010/11** for Professional Counsellor Members.

31.68 The regular salary rates for **2010/11** for professional counsellor Members, who qualify for an adjustment of regular salary rate for **2010/11** in accordance with the provisions of Clauses 31.02 and **31.54**, shall be adjusted as follows:

(a) An Income Maintenance Change (I.M.C.) equal to **3.4** percent of the Member's **2009/10** regular salary rate shall be added for **2010/11**, effective 1 July **2010**;

(b) subject to Clause **31.73**, a step of **\$2,181** shall be added to their **2009/10** regular salary rate for **2010/11**, effective 1 July **2010**, unless the Member was appointed after 1 January **2010** and had the year **2010/11** allowed as a year of creditable performance at the time of the appointment, in which case no step shall be paid in **2010/11**;

(c) a comparability adjustment in the amount of \$500 for those Members employed as professional counsellors who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology effective 1 July 2010 and a comparability adjustment in the amount of \$500 for those Members employed as professional counsellors who are registered by the Nova Scotia Board of Examiners in Psychology or who have the Ph.D. or its equivalent effective 1 July 2010.

31.69 After application of Clause **31.68**, the regular salary rates for **2010/11** for professional counsellor Members whose regular salary rates are less than those specified in Schedule **P** for their rank and Y value, shall be increased by an Adjustment to Scale such that these regular salary rates shall equal those shown in Schedule **P**.

31.70 The minimum regular salary rates for **2010/11** for professional counsellor Members who hold the M.A. degree or its equivalent but who are not registered by the Nova Scotia Board of Examiners in Psychology shall be **\$61,361** effective 1 July **2010**. For those who are registered or who have the Ph.D. degree or its equivalent, the minimum shall be **\$67,904** effective 1 July **2010**.

Salary on Initial Appointment to Dalhousie University.

31.71 The regular salary rate of a Member, upon initial appointment to Dalhousie University shall be determined by the Board and shall not be less than that specified in the applicable Schedule for the Member's rank and Y value. The Y value shall be determined as set out in Appendix III, which shall be part of this Collective Agreement.

31.72 In addition to the provisions for consultation on initial appointment provided in Clause 14.19, in the case of persons to be appointed as instructor Members the Association nominees to the Association Board Committee shall be provided with a statement concerning the candidate's creditable years of service and experience, and a curriculum vitae. This statement shall contain information provided by the candidate including previous employment dates, full or part time status and fraction of full-time duties performed, in a form agreed between the Parties. The interpretation of experience, employment and creditable years by the Board, shall be made in accordance with the past practice of the Association Board Committee in previous Collective Agreements for instructor Members. The placement on the salary scale shall be determined prior to commencement of employment.

Salary Maxima.

31.73 The salary maxima are intended as limits on C.D.I. and step progression and are to be construed as absolute maxima, with the following exceptions: adjustment of the regular salary rate by the I.M.C. component specified in Clauses 31.06(a), 31.10(a), 31.14(a), 31.17(a), 31.23(a), 31.27(a), 31.31(a), 31.34(a), 31.40(a), 31.44(a), 31.48(a), 31.51(a), **31.57(a), 31.61(a), 31.65(a) and 31.68(a)**; or salary upon appointment for Full Professors; or the adjustment of a regular salary rate in accordance with the provisions of Clause 8.01; or an adjustment in accordance with Clause **31.78**.

31.74 The maximum regular salary rates in **2007/08, 2008/09, 2009/10 and 2010/11** for the ranks of Members other than professional librarian, instructor and professional counsellor Members shall be as follows:

	Effective 1 July 2007	Effective 1 July 2008	Effective 1 July 2009	Effective 1 July 2010
(a) Lecturer, or equivalent	\$74,422	\$78,655	\$83,015	\$87,838
(b) Assistant Professor, or equivalent	\$86,621	\$91,220	\$95,957	\$101,220
(c) Associate Professor, or equivalent	\$110,670	\$116,491	\$122,486	\$129,151
(d) Professor, or equivalent	\$136,903	\$143,511	\$150,317	\$157,928

As of 1 July 2007, these maxima shall be **\$8,409** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the maxima shall be **\$14,405** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency. As of 1 July 2007, these maxima shall be **\$8,409** higher for those in the Faculty of Engineering, in the School of Business and in the Faculty of Computer Science. As of 1 July 2008, these maxima shall be **\$8,662** and **\$14,838** higher respectively; as of 1 July 2009 shall be **\$8,922** and **\$15,284** higher respectively; and as of 1 July 2010 shall be **\$9,226** and **\$15,804** higher respectively.

31.75 The maximum regular salary rates in **2007/08, 2008/09, 2009/10 and 2010/11** for the ranks of professional librarian Members shall be as follows:

	Effective 1 July 2007	Effective 1 July 2008	Effective 1 July 2009	Effective 1 July 2010
(a) Librarian 1	\$58,277	\$62,026	\$65,887	\$70,128
(b) Librarian 2	\$69,351	\$73,432	\$77,635	\$82,275
(c) Librarian 3	\$82,765	\$87,748	\$92,881	\$98,539
(d) Librarian 4	\$101,205	\$106,742	\$112,445	\$118,769

31.76 The maximum regular salary rates in **2007/08, 2008/09, 2009/10 and 2010/11** for the ranks of instructor Members shall be as follows:

	Effective 1 July 2007	Effective 1 July 2008	Effective 1 July 2009	Effective 1 July 2010
(a) Instructor	\$69,437	\$74,021	\$78,742	\$83,920
(b) Senior Instructor	\$88,177	\$93,323	\$98,623	\$104,477

As of 1 July 2007, these maxima shall be **\$8,409** higher for those in the Faculty of Law with a degree in law which is recognized by a professional bar society and for those in other Faculties for whom a degree in law, which is recognized by a professional bar society, is a requirement for appointment and the maxima shall be **\$14,405** higher for those in the Faculty of Medicine with a degree in medicine which is recognized by a provincial medical board or comparable agency. As of 1 July 2007, these maxima shall be **\$8,409** higher for those in the Faculty of Engineering, in the School of Business and in the Faculty of Computer Science. As of 1 July 2008, these maxima shall be **\$8,662** and **\$14,838** higher respectively; as of 1 July 2009 shall be **\$8,922** and **\$15,284** higher respectively; and as of 1 July 2010 shall be **\$9,226** and **\$15,804** higher respectively.

31.77 The maximum regular salary rates in **2007/08, 2008/09, 2009/10 and 2010/11** for professional counsellor Members shall be as follows:

	Effective 1 July 2007	Effective 1 July 2008	Effective 1 July 2009	Effective 1 July 2010
(a) M.A. unregistered Counsellor	\$73,421	\$78,124	\$82,968	\$88,289

(b) Ph.D. or registered Counsellor **\$91,823** **\$97,078** **\$102,491** **\$108,476**

31.78 A Member other than a professional librarian, instructor or professional counsellor Member who has reached or exceeded the maximum for his/her rank shall receive a C.D.I. if recommended by the Dean, after consultation with the appropriate Chairperson, or Departmental Head, on the basis that his/her performance is substantially above the norm for the Member's rank and provided that the Member is not eligible for promotion. Newly appointed Members, other than professional librarian, instructor and professional counsellor Members, who attain the maxima of their ranks within five years from the year of their appointment shall receive the C.D.I. for those five years regardless of the rank maxima unless any such payments are denied under Clause 31.08, 31.25, 31.42 or **31.59**.

Administrative Stipends.

31.79 Those Members who are Chairpersons shall be paid an administrative stipend for such duties and that stipend shall be added to their regular annual salaries for **2007/08** or for the period such Members were Chairpersons if less than one academic year. Those Chairpersons who have from one to five full time equivalent Members in their Departments shall be paid **\$2,557** effective 1 July **2007**; those with six to fifteen shall be paid **\$3,826** effective 1 July **2007**; those with sixteen to thirty shall be paid **\$5,097** effective 1 July **2007**; and those with over thirty full time equivalent Members shall be paid **\$6,372** effective 1 July **2007**, as a stipend. The number of full time equivalent Members shall not include the Chairperson, but it shall include all other Members with teaching, research and/or artistic appointments, and it shall include allowance for part time Members prorated to full time equivalent positions. Those Members who are Chairpersons of Departments in which more than five full time equivalent staff are regularly employed in addition to Members or employees performing work similar to that performed by Members shall be paid an additional **\$855** effective 1 July **2007**. Those Members who are Chairpersons of Departments in which more than five full time equivalent Members are regularly employed and whose teaching responsibilities are not reduced below those normally assumed by Members of that Department shall be paid an additional **\$855** effective 1 July **2007**. Payment shall be effective 1 July **2007** or the date of the Member's administrative appointment if that was later, and payment shall cease when the appointment as Chairperson ends, except when the Member has served as Chairperson for from six to eight consecutive years (not including sabbatical leaves) in which case one half of the stipend shall continue as part of the Member's regular salary, or when the Member has served as Chairperson for at least nine consecutive years, in which case the stipend shall continue and be part of the Member's regular salary. In no case, however, shall the Member's regular salary in the year the Member ceased to be Chairperson be less than the regular salary plus the administrative stipend of the preceding year. Acting Chairpersons shall be paid a stipend on the same basis as Chairpersons.

31.80 Those Members who are Chairpersons shall be paid an administrative stipend for such duties and that stipend shall be added to their regular annual salaries for **2008/09** or for the period such Members were Chairpersons if less than one academic year. Those Chairpersons who have from one to five full time equivalent Members in their Departments shall be paid **\$2,634** effective 1 July **2008**; those with six to fifteen shall be paid **\$3,941** effective 1 July **2008**; those with sixteen to thirty shall be paid **\$5,250** effective 1 July **2008**; and those with over thirty full time equivalent Members shall be paid **\$6,564** effective 1 July **2008**, as a stipend. The number of full time equivalent Members shall not include the Chairperson, but it shall include all other Members with teaching, research and/or artistic appointments, and it shall include allowance for part time Members prorated to full time equivalent positions. Those Members who are Chairpersons of Departments in which more than five full time equivalent staff are regularly employed in addition to Members or employees performing work similar to that performed by Members shall be paid an additional **\$881** effective 1 July **2008**. Those Members who are Chairpersons of Departments in which more than five full time equivalent Members are regularly employed and whose teaching responsibilities are not reduced below those normally assumed by Members of that Department shall be paid an additional **\$881** effective 1 July **2008**. Payment shall be effective 1 July **2008** or the date of the Member's administrative appointment if that was later, and payment shall cease when

the appointment as Chairperson ends, except when the Member has served as Chairperson for from six to eight consecutive years (not including sabbatical leaves) in which case one half of the stipend shall continue as part of the Member's regular salary, or when the Member has served as Chairperson for at least nine consecutive years, in which case the stipend shall continue and be part of the Member's regular salary. In no case, however, shall the Member's regular salary in the year the Member ceased to be Chairperson be less than the regular salary plus the administrative stipend of the preceding year. Acting Chairpersons shall be paid a stipend on the same basis as Chairpersons.

31.81 Those Members who are Chairpersons shall be paid an administrative stipend for such duties and that stipend shall be added to their regular annual salaries for **2009/10** or for the period such Members were Chairpersons if less than one academic year. Those Chairpersons who have from one to five full time equivalent Members in their Departments shall be paid **\$2,714** effective 1 July **2009**; those with six to fifteen shall be paid **\$4,060** effective 1 July **2009**; those with sixteen to thirty shall be paid **\$5,408** effective 1 July **2009**; and those with over thirty full time equivalent Members shall be paid **\$6,761** effective 1 July **2009**, as a stipend. The number of full time equivalent Members shall not include the Chairperson, but it shall include all other Members with teaching, research and/or artistic appointments, and it shall include allowance for part time Members prorated to full time equivalent positions. Those Members who are Chairpersons of Departments in which more than five full time equivalent staff are regularly employed in addition to Members or employees performing work similar to that performed by Members shall be paid an additional **\$908** effective 1 July **2009**. Those Members who are Chairpersons of Departments in which more than five full time equivalent Members are regularly employed and whose teaching responsibilities are not reduced below those normally assumed by Members of that Department shall be paid an additional **\$908** effective 1 July **2009**. Payment shall be effective 1 July **2009** or the date of the Member's administrative appointment if that was later, and payment shall cease when the appointment as Chairperson ends, except when the Member has served as Chairperson for from six to eight consecutive years (not including sabbatical leaves) in which case one half of the stipend shall continue as part of the Member's regular salary, or when the Member has served as Chairperson for at least nine consecutive years, in which case the stipend shall continue and be part of the Member's regular salary. In no case, however, shall the Member's regular salary in the year the Member ceased to be Chairperson be less than the regular salary plus the administrative stipend of the preceding year. Acting Chairpersons shall be paid a stipend on the same basis as Chairpersons.

31.82 Those Members who are Chairpersons shall be paid an administrative stipend for such duties and that stipend shall be added to their regular annual salaries for **2010/11** or for the period such Members were Chairpersons if less than one academic year. Those Chairpersons who have from one to five full time equivalent Members in their Departments shall be paid **\$2,807** effective 1 July **2010**; those with six to fifteen shall be paid **\$4,199** effective 1 July **2010**; those with sixteen to thirty shall be paid **\$5,592** effective 1 July **2010**; and those with over thirty full time equivalent Members shall be paid **\$6,991** effective 1 July **2010**, as a stipend. The number of full time equivalent Members shall not include the Chairperson, but it shall include all other Members with teaching, research and/or artistic appointments, and it shall include allowance for part time Members prorated to full time equivalent positions. Those Members who are Chairpersons of Departments in which more than five full time equivalent staff are regularly employed in addition to Members or employees performing work similar to that performed by Members shall be paid an additional **\$939** effective 1 July **2010**. Those Members who are Chairpersons of Departments in which more than five full time equivalent Members are regularly employed and whose teaching responsibilities are not reduced below those normally assumed by Members of that Department shall be paid an additional **\$939** effective 1 July **2010**. Payment shall be effective 1 July **2010** or the date of the Member's administrative appointment if that was later, and payment shall cease when the appointment as Chairperson ends, except when the Member has served as Chairperson for from six to eight consecutive years (not including sabbatical leaves) in which case one half of the stipend shall continue as part of the Member's regular salary, or when the Member has served as Chairperson for at least nine consecutive years, in which case the stipend shall continue and be part of the Member's

regular salary. In no case, however, shall the Member's regular salary in the year the Member ceased to be Chairperson be less than the regular salary plus the administrative stipend of the preceding year. Acting Chairpersons shall be paid a stipend on the same basis as Chairpersons.

31.83 Those Members who are Heads of pre clinical/medical departments and who hold such a position on an acting basis or who were or are appointed or reappointed as Heads on or after 1 June 1980, shall be paid a stipend on the same basis as specified for Chairpersons in Clauses **31.79, 31.80, 31.81 and 31.82**.

31.84 Notwithstanding the provisions of the Collective Agreement, the Parties are agreed that Sexton department Heads who are receiving an administrative stipend at the signing of this Collective Agreement will receive the greater of:

(a) the administrative stipend they would receive pursuant to Clause **31.79, 31.80, 31.81 or 31.82**;

(b) the administrative stipend they received immediately prior to the signing of the Collective Agreement.

It is further agreed that the aforementioned administrative stipends will continue for the duration of the Sexton Head's current appointment as Head.

31.85 The Director of the Students' Counselling and Psychological Services Centre shall be paid an administrative stipend, in addition to the regular salary, on the same basis as specified for Chairpersons in Clauses **31.79, 31.80, 31.81 and 31.82**.

31.86 Continuing Education Members who are Directors in the College of Continuing Education shall be paid an administrative stipend on the same basis as specified for Chairpersons in Clauses **31.79, 31.80, 31.81 and 31.82**.

31.87 A person excluded from the bargaining unit in accordance with Clauses 14.22 or 14.23 shall, upon entering the bargaining unit, retain an administrative stipend if that stipend would be retained under the provisions of Clause **31.79, 31.80, 31.81 or 31.82** had the person been a Chairperson and a Member.

Overload Stipends.

31.88 Members entitled to additional remuneration in recognition of overload teaching shall receive an amount not less than **\$8,328** in **2007/08** per full class of 6 credit hours, or equivalent, (or a prorated amount for teaching a fraction of a class). In **2008/09** the amount shall be not less than **\$8,578** effective 1 July **2008** and **\$8,836** effective 1 July **2009** and **\$9,137 effective 1 July 2010** per full class of 6 credit hours, or equivalent (or a prorated amount for teaching a fraction of a class).

Salary Administration.

31.89 Where a Member's previous bargaining unit position comes to an end, while the Member continues to perform substantially the same duties in a new rank in the same Faculty, with the appointment to the new rank made without posting or advertising the position, the Member's full-time equivalent salary rate upon appointment to the new rank shall not be less than what the full-time equivalent salary rate would have been had there been renewal of the previous appointment and no change in rank. A gap of four (4) months or less between appointments shall not preclude the application of this Clause.

31.90 Members holding post retirement appointments, or who take up such an appointment, shall be paid the appropriate I.M.C. taking due account of any change in the fraction of full time duties performed, as determined by the procedures of Article 14. Such Members shall also receive any Adjustment to Scale necessary to bring their regular salary rate up to the minimum for their rank and Y, as shown in the appropriate Schedule.

31.91 Each Member shall receive from the Board a written statement of his or her regular annual salary and the basis on which it was calculated whenever that salary is adjusted. Such notification shall be given no later than **31 March 2008** or, if the adjustment is made after that date, no later than the end of the month in which the adjustment is made. Administrative stipends shall be stated separately from regular annual salary. Each statement shall indicate the Member's Y value.

31.92 When a Member is promoted, his or her new salary, before the addition of any **salary adjustment on promotion**, shall not be less than one C.D.I./step higher in the new rank scale, but only one C.D.I./step shall be added to a Member's salary rate for any one academic year.

31.93 Salary adjustments effective from 1 July **2007** shall be made before **31 March 2008**. Any errors or omissions in the amount of these payments shall be corrected in the regular payroll in **April 2008**, or when the error or omission is confirmed, if that is later. Salary adjustments effective 1 July **2008**, 1 July **2009** and **1 July 2010** shall be made in the month in which they become effective.

31.94 The Board's present policy and practice with respect to payday shall remain in effect during the term of this Agreement.

Article 31A: The Anomalies Fund

31A.01 In each year of the Collective Agreement the Board shall establish a separate fund of **\$112,552** for **2007/08**, **\$115,929** for **2008/09**, **\$119,407** for **2009/10** and **\$123,467** for **2010/11** in order to correct anomalies in base salary rates among Members. This Anomalies Fund shall be administered in accordance with the procedures set out in this Article.

31A.02 The Anomalies Fund shall be administered by a joint Anomalies Committee composed of three (3) individuals, one (1) nominated by the Board and one (1) nominated by the Association and a chair agreed upon by the two so-named. The decisions of the Anomalies Committee shall be final and binding on the applicants, the Association, the President and the Board and not subject to the grievance and arbitration process.

31A.03 No Member may receive a salary adjustment of more than \$5,000. No Member may receive more than one (1) such adjustment during the life of this Collective Agreement.

31A.04 A Member, Chairperson, Head, Director, Dean, Chief Librarian, University Librarian or Vice-President may apply in writing to the Committee for a salary adjustment in the base salary of a Member. Each application shall be signed by the individual making the application; shall set out the reasons for the application and the amount requested; and shall be forwarded to the Committee **and copied to** the Dean, University Librarian or Vice-President **at the same time of submission to the Committee**.

31A.05 Applications shall be made no later than **15 March** of each year.

31A.06 Salary adjustments shall be assigned to Members whose salaries are judged to be anomalously low, when compared with the salaries of other Members accounting for experience and rank within their Faculty. For purposes of this Article, the collective body of Professional Librarian Members shall constitute a Faculty and the collective body of Professional Counsellor Members shall constitute a Faculty.

31A.07 The Committee's decision shall be communicated in writing to the Member no later than 30 April and shall include a written statement of the reasons for the decision in respect of the criteria set out in this Article. The Committee shall notify the Association and the Chair, Head, Director, Dean, Chief Librarian, University Librarian or Vice-President concerned of its decision.

31A.08 Salary adjustments in the base salary of a Member shall take effect on 1 July following the Committee's decision.

31A.09 In any year, the total amount in the Anomalies Fund need not be allocated. Any amount not allocated shall be carried forward and added to the Anomalies Fund for the succeeding year.

Article 32: Benefits

32.01 The Board agrees to continue the employee benefits as they were on the signing of this Collective Agreement, except as may be modified in this Collective Agreement or as they may be modified by agreement of the Board and the Association following a report of the Employee Benefits Committee or the Advisory Committee (established under the provisions of the Pension Plan). These include:

- (a) waiving of tuition fees for Members and their dependents in accordance with Clauses 32.03 and 32.04;
- (b) the Dalhousie University Staff Pension Plan in accordance with Clause 32.06;
- (c) Group Life Insurance including coverage for accidental death and dismemberment, and the survivor income benefit;
- (d) the Salary Continuance Programme;
- (e) the optional Dental Care Plan, pursuant to Clause 32.14;
- (f) Major Medical Insurance, subject to Clause 32.19;
- (g) the Professional Development Allowance, pursuant to Clause 32.20;
- (h) Voluntary Personal Accident Insurance;
- (i) Voluntary Group Term Life Insurance.

32.02 The following general insurance provisions shall apply to all Members:

- (a) malpractice insurance, pursuant to Clause 32.09;
- (b) multi peril insurance against loss of property, pursuant to Clause 32.10.

32.03 The Board agrees to waive tuition fees for Members, their spouses and children on the following bases:

- (a) for Members, up to twelve credit hours in the 12 month period ending 31 August of each year in any Faculty of Dalhousie University,
- (b) fees for non-credit courses at Dalhousie University for Members may be waived for reasons of professional development where approval is given by the Dean of the Member's Faculty (Vice-President where there is no Faculty) or University Librarian, as appropriate, in advance of registration,
- (c) for spouses and children, fifty percent (50%) of tuition fees in all courses offered at Dalhousie University in any undergraduate program in any Faculty other than Dentistry (excluding the School of Dental Hygiene), Law and Medicine. Where both parents are Members the tuition fee waiver in this Clause 32.03(c) shall be 100%,
- (d) Where a Member has a child in respect of which any waivers claimed under Sub-Clause 32.03(c) do not exceed 15 billing hour fees (30 if both parents are Members), the Board agrees to waive tuition of **\$3,510** for that child (until age 25) in respect of a Dalhousie MD, DDS, or LLB (prorated for an LLB student enrolled at less than full-time fees). Where both parents are Members, the tuition waiver in this Sub-Clause shall be **\$7,020**. The waiver amounts will be adjusted by the general increase in University tuition for **2008/09, 2009/10 and 2010/11**. This Sub-Clause 32.03(d) may only be used for one degree program.

32.03A For purposes of Clauses 32.03 and 32.04 the following definitions shall apply:

“Spouse” shall mean a person who either is married through an ecclesiastical or civil ceremony to an employee, or although not legally married to an employee, cohabits with the employee for at least 12 months in a conjugal relationship. The term “conjugal relationship” shall be deemed to include a conjugal relationship between partners of the same sex.

“Child” shall mean any dependent child of the Member to the end of the academic year of the child’s 25th birthday, or beyond that date if dependent on the Member by reason of mental or physical disability. Dependents are defined as children of the Member for whom the Member is entitled to claim tax credit under the Income Tax Act in the year in which the tuition waiver is requested or children not over the age of twenty-five (25) to whom the Member declares that they provide regular financial support.

“Tuition Fee” shall mean the basic tuition fee applicable to specific programmes and shall include auxiliary fees which are for required instruction but shall exclude any other fees such as international student differential fees, co-op fees and student union fees.

32.04 Tuition waivers, in accordance with Clause 32.03, shall continue to be available to:

(a) Members who have retired, having been employed for five or more years, and to their spouses and children, and to the spouses and children of former Members who are deceased and who had been employed for five or more years;

(b) the children of those Members who are divorced or legally separated provided satisfactory documentary evidence of support equivalent to 7% of annual earnings is provided;

(c) Members who are ill or disabled and to their spouses and children, provided the Member is in receipt of salary pursuant to Clause 30.05 or long term disability benefits pursuant to Clause 30.06.

32.05 Any changes in the Dalhousie University Mortgage Loan Plan are subject to thorough discussion in advance with the Association. The Board agrees that representations may be made by the Association to the Investment Committee of the Board concerning the Dalhousie University Mortgage Loan Plan.

32.06 (1) The Board agrees to continue the Dalhousie University Staff Pension Plan as it was on the signing of this Collective Agreement, except as it may be modified in this Collective Agreement and in the Memorandum of Understanding dated 13 November 1987, or by agreement between the Board and the Association after the approval of the Advisory Committee. Within thirty (30) calendar days of the approval of any Plan amendment by the Nova Scotia Superintendent of Pensions and by the Canada Customs and Revenue Agency (formerly Revenue Canada), the Board will provide an updated electronic copy of the complete Pension Plan text to the Association in addition to updated hard copies of the altered pages of Plan text.

A. Any reports of the Advisory Committee to the Board, the Association and any represented bargaining unit will be directed to the President of the University, the President of the Association, and the President or other representative of the other bargaining units respectively. The Board will cooperate in providing information and actuarial services as the Advisory Committee may require. The Board will invite bargaining units to confirm the name(s) of their representative(s) on the Advisory Committee within thirty days of the signing of this Agreement.

B. Notwithstanding Rule 28 of the Dalhousie University Staff Pension Plan, any rights or entitlements which a Member, former Member or beneficiary of a Member has or might have under the Dalhousie University Staff Pension Plan shall be grievable in accordance with the provisions of Article 29 of this Collective Agreement. Without limiting the generality of the foregoing, grievances may include disputes on the interpretation, application or administration of the Dalhousie University Staff Pension Plan.

C. Subject only to the approval of the Advisory Committee, the Canada Customs and Revenue Agency (Taxation) and the Superintendent of Pensions of the Province of Nova Scotia, the Board and the Association agree that any definition of spouse in the Plan shall include a person of the same sex with whom the Member has been cohabitating for at least one year in a conjugal relationship.

D. No part of the capital or income of the Fund shall be withdrawn from the Plan to be used for purposes other than the benefit of employees and former employees under the Plan, except with the agreement of the Advisory Committee.

E. No portion of any surplus money held in the Pension Trust Fund shall be withdrawn from that Fund or used to pay employer contributions without the prior approval of the Board and all of the various bargaining units, including the Dalhousie Faculty Association, and the Administrative Group. Any such action shall, in any event, be subject to the prior consent of the Superintendent of Pensions if required under the Pension Benefits Act of Nova Scotia.

F. The preceding Sub-Clauses in this Clause 32.06 do not apply with respect to Members who were employees of the Technical University of Nova Scotia on 31 March 1997 and who were members of the Public Service Superannuation Plan on 31 March 1997 and who elected to continue as members of that Plan. These Members shall retire in accordance with the terms of that Plan and the Public Service Superannuation Act.

G. All actuarial reviews and valuations except for preliminary drafts shall be made available to the Association representatives on the Pension Advisory Committee within two (2) working days of receipt by the University Administration. Requests for written reports from the actuary which are to be paid for as costs of administering the Pension Plan shall be directed through the Pension Advisory Committee and all such reports received from the actuary shall be made available to the Association representatives and the President of the DFA within two (2) business days of receipt by the University Administration. Excepted from this provision are reports regarding benefits of specific individuals.

(2) The provisions of this Clause 32.06(2) shall apply only to full-time Members employed on 9 October 1981 at the Technical University of Nova Scotia (TUNS) and continuously employed by TUNS until 31 March 1997 and by Dalhousie University thereafter (herein called 1981 Sexton Member) and shall not apply to any Member hired after 9 October 1981.

(a) A 1981 Sexton Member who is retired or who is about to be retired because of age or mental or physical incapacity shall be granted an award, the equivalent of five (5) calendar days pay at his/her then salary for each completed year of service. For example: A 1981 Sexton Member with twenty-two (22) years service would be eligible to receive an amount equal to:

$$5 \times 22 \times \text{Last Yearly Salary} \\ 365$$

(b) If a 1981 Sexton Member dies while still employed by the Board, and if he/she would have been entitled to the Service Award had he/she retired immediately prior to his/her death, the amount to which he/she would be entitled shall be paid to the person who is eligible to receive the deceased pension benefits or to his/her estate if there is no such beneficiary.

(c) The salary which shall be used to calculate the amount of the Service Award in accordance with this Clause 32.06(2) shall be the salary which the 1981 Sexton Member was receiving on the date of the termination of his/her employment.

32.07 The Board agrees to maintain a Dalhousie University Employee Benefits Committee representative of interested union and non union staff groups (including two representatives of the Association), and the Senate and the Board, to consider issues relating to the Dalhousie University Salary Continuance Programme and other benefit programmes. Representatives named by the Board and the Senate to the committee shall not be more numerous than representatives named by staff

groups. The committee shall consider matters relating to benefit programmes for staff, including the administration, participation in and contribution to benefit programmes. The committee shall report to the Association, the Board and others represented on the committee and when changes in benefit programmes or their administration are considered the committee shall also report on the costs that would be incurred as a result of changes. The Board will cooperate in providing information and consultative services as the committee may require. The Board will invite staff groups to review their representatives within thirty days of the signing of the Collective Agreement. The committee shall select its own Chair each year. Any reports required of this committee by the Board and the Association will be directed to the President of the University, and the President of the Association respectively.

32.08 Within six months of the close of each fiscal year, the Board agrees to provide to the Association an audited balance sheet and income statement for the Dalhousie University Staff Pension Plan. Such statements shall show the rate of return earned in each of the previous two fiscal years.

32.09 The Board shall defend Members in any suit or claim for damages alleging malpractice by any Member arising from the activities of students under their supervision, and shall indemnify any Member for any damages awarded against the Member in such a suit, provided:

(a) the Member has met standards for supervision consistent with his or her professional responsibilities, and

(b) if the work of students under the Member's supervision involves clinical or experimental work with human subjects, appropriate clinical standards or appropriate standards or protocols for experimental work with human subjects have been met.

32.10 The Board shall continue to provide multi peril insurance against loss of the property of a Member, excluding vehicles, trailers or boats, which property is on the premises of the University in a University office or laboratory and is there for use in connection with the work of the Member, to a limit of \$10,000 for each Member, and shall arrange for extended coverage beyond that limit for each Member who desires to pay for extended coverage, provided that the Member takes all reasonable precautions to avoid or minimize loss.

32.11 The Board agrees that:

(a) the present annual general parking fees to be paid by Members for unreserved, outdoor parking on Dalhousie University parking lots shall not be increased beyond the Income Maintenance Change awarded to Members for the year preceding that for which the fees apply. **If the Parking Committee can demonstrate that a larger increase is required in response to increased annual operating costs, a special increase proposal shall be brought to the Association-Board Committee for a final decision, subject to the Parties right to grieve;**

(b) the fees for reserved outdoor parking shall not be increased beyond the **Income Maintenance Change awarded** to Members for the year preceding that for which the fees apply. **If the Parking Committee can demonstrate that a larger increase is required in response to increased annual operating costs, a special increase proposal shall be brought to the Association-Board Committee for a final decision, subject to the Parties right to grieve;**

(c) the fees for reserved indoor parking shall not be increased beyond the percentage equivalent of the average overall change in salary to Members for the year preceding that for which the fees apply, unless it can be demonstrated through the Parking Committee to the Association-Board Committee that a larger increase is required to cover increased operating costs;

(d) the Board may make significant changes to the capacity and accessibility of Dalhousie University parking lots by agreement with the Association, but lacking such agreement the Board may make such changes if it has a bona fide case for doing so in terms of the actual costs necessary, the needs of staff

for such parking space and the building requirements of the University, and if the change will not result in a reduction in the overall number of parking spaces available to the University community;

(e) Members whose offices are on the Sexton campus and who are precluded from acquiring term parking permits by virtue of the "near zone" parking policy of Sexton campus will be sold, on request at the commencement of each term, eight daily parking passes.

32.12 The Board agrees to pay the transportation costs for a newly appointed Member, his or her spouse and dependent children from the place of residence of the Member when appointed, to Halifax, at the rate of economy class airfare or lesser actual cost, by the most direct route, subject to recovery in circumstances provided in Clause 32.13(c).

32.13 The Board agrees to reimburse the costs of moving household and other effects of a newly-appointed Member when estimates of costs are submitted in advance to the Dean or Vice-President concerned who shall approve the amount of reimbursement to be paid either in advance subject to satisfactory accounting thereafter, or upon presentation of receipts following the Member's move to Halifax, subject to the following limitations:

(a) the full costs shall be paid for moving essential professional equipment and books, when separately estimated in advance of any move and then approved by the Dean or Vice-President;

(b) in the case of a Member newly appointed the costs of moving household goods and personal effects (not including automobiles) by surface freight shall ordinarily be reimbursed up to two thirds of the costs actually incurred or \$3,706, whichever is the lesser (in exceptional cases, by agreement in advance, the limit on moving costs may be increased at the discretion of the Board);

(c) the reimbursement of moving costs shall take the form of an interest free loan. One-third of the loan shall be forgiven on the date the Member commences employment, a second third shall be forgiven on the first anniversary of employment commencement and the last third shall be forgiven on the second anniversary of employment commencement. In the event the Member ceases employment prior to any of the dates mentioned, the amount owing shall be paid on those dates to the Board.

The Association agrees that if, through a procedure which is acceptable to the Association-Board Committee and in consultation with the Association's nominees to that Committee, the Board contracts with a company for moving services and if that contract is endorsed by the Association Board Committee by concurrent majority, the Board shall include the offer of moving services (including applicable discounts) from that company to each newly appointed Member. The Board agrees that if a newly appointed Member agrees to use the services of the contracted company, estimates from other companies of the costs of the move shall not be required.

32.14 The Board agrees that it will keep available the Dental Care Plan presently in existence, or its equivalent, for all Members and their dependents who choose to participate. The Board shall pay fifty percent of the cost of the premiums. The coverage provided will be adjusted each year to the current Nova Scotia Dental Fee Guide, unless the Employee Benefits Committee, after a review of the plan costs, decides by a majority not to endorse such an adjustment. The Board shall also keep available the current level of orthodontic coverage for Members' dependent children and on the same cost sharing basis.

32.15 The Board agrees to allow Members, their spouses and their dependents access to all sports, athletic and recreational facilities of Dalhousie University on the same basis and at the same cost as for other University employees. Dalplex membership fees for Members, for individual, or family memberships (as that term is defined in the Dalplex fee schedule), shall be 50% of the fee charged to the general community.

32.16 Members who are not on leave may apply, through their Chairperson, Head, Director or Chief Librarian, to the appropriate Committee on Research Development of the Office of Research Services for a research grant to be paid in equal monthly instalments for a period not to exceed 12 months. Application shall be made on the prescribed form available from the Office of Research Services. When the application is approved, the Board shall reduce the Member's regular salary by the approved amount in the month or months in question and pay that amount or those amounts to the Member as a research grant. Such payments shall be reported by the Board as a research grant on a T4A form.

The following provisions shall apply to the consideration and payment of such research grants:

- (a) research grant in lieu of salary shall not be less than \$1,000.00 for any month and shall not exceed 50% of the salary that would otherwise be applicable in a calendar year;
- (b) the Vice-President or Principal and the Dean must confirm that the amount of the research grant is for research which is reasonably equivalent in value to the reduction in the non-specific research component of the Member's normal responsibilities;
- (c) there is sufficient salary being paid, net of the research grant, to meet the cost of pension and statutory and insured benefits contributions, based on the nominal salary;
- (d) the appropriate Committee on Research Development of the Office of Research Services must conclude that the amounts requested are reasonable and that the proposal appears to meet the Canada Customs and Revenue Agency definition of eligible research;
- (e) the grant will only be used for the purposes for which the application was made; and,
- (f) any tax withholding issues arising from a particular application shall be between the Member and the Canada Customs and Revenue Agency.

32.17 Daycare facilities for Members' children shall continue to be available during the term of this Agreement and the daycare centre will operate on a non profit basis levying fees sufficient to meet its operating costs and liabilities.

32.18 The Board may enter into an agreement with a Member with tenure, appointment without term or continuing appointment who wishes to terminate his or her employment with Dalhousie, who does not have alternative employment at hand, and whose termination is consistent with the academic needs of the Programme and the financial interests of the University. The possibility of such an arrangement may be explored informally, but all communication prior to a formal application shall be without prejudice to the Member and the Board.

Formal application shall be made through the Association as the sole bargaining agent to the Board. The Board reserves the right to refuse any application. If through this process the Member and the Board agree to the separation the Member shall receive a severance allowance up to a maximum amount calculated as one year's regular salary plus one additional month's salary for each year of employment beyond 10, to a maximum of 12 additional months. Thus, the maximum severance payment would not exceed 24 months' salary. This amount might be reduced in light of the Board's interest in the termination and the individual's employment prospects, as may be agreed upon by the Member and the Board. The individual would be free to withdraw or transfer accumulated pension benefits, subject to locking in provisions of provincial legislation and any applicable income tax laws. The salary rate used to calculate the appropriate severance allowance would be the applicant's regular salary rate at the time of agreement. The Member may also wish to take early retirement, subject to the provisions of the Dalhousie University Pension Plan.

The manner in which the severance allowance is paid shall be by agreement of the Member and the Board, subject to any applicable laws or regulations.

32.19 The Board shall pay sixty percent (60%) of the cost of the reimbursement option premiums for all Members who participate in the Major Medical Insurance (Blue Cross) Plan.

32.20 The Board recognizes that Members face various expenses related to their occupation. For the fiscal years **2008/09** and **2009/10** and **2010/11** and **2011/12** the Board, therefore, agrees to reimburse Members for allowable professionally-related expenditures which are not otherwise reimbursed by the University and which relate to the Member's responsibilities to the University.

Allowable professionally-related expenditures are limited to the following: membership fees for professional and/or learned societies, subscriptions to professional and/or learned journals, purchase of books, equipment, and/or other items related to the Member's research or scholarly activities and registration fees for attendance at scholarly conferences. Members' eligible expenses, up to a maximum of **\$319** in the fiscal year **2008/09**, **in addition to any unspent monies from the fiscal year 2007/08** and **\$329** in the fiscal year **2009/10** **in addition to any unspent monies from 2007/08 and 2008/09** and **\$339** in the fiscal year **2010/2011** **in addition to any unspent monies from 2007/08, 2008/09 and 2009/10** and **\$351** in the fiscal year **2011/2012** **in addition to any unspent monies from 2007/08, 2008/09, 2009/10 and 2010/11**, shall be reimbursed. Members may apply once during the period 1 January to 28 February for reimbursement up to the maximum amount and shall provide receipts and relevant information regarding their application. Professionally-related expenses may pertain to any expense incurred since 1 January **2007**. The Member's application shall be considered by the relevant Faculty-level committee established pursuant to Clause 30.33 and, if approved, shall be paid by the Board.

Article 33: Health and Safety

33.01 The Board, consistent with its rights and obligations in law, recognizes its responsibility to provide a safe environment in which to carry out the University's functions.

33.02

(a) The Board agrees to continue the Dalhousie University Environmental Safety Committee. Each bargaining unit within Dalhousie University shall be invited to appoint one member of the committee, except the Association may appoint two members, one of whom shall be an instructor Member. The Board shall appoint members of the committee, not to exceed in number those named by the bargaining units. The committee shall be empowered to add from time to time those further members it deems necessary for its function in such a manner as to preserve the principle of parity between the bargaining units and the Board. The chairperson of the committee shall be elected annually from amongst its members, and shall have a vote. The committee may invite a nonvoting observer from the Dalhousie University Student Union, and from each interested non union staff group which applies.

(b) A Director of Safety shall be appointed who shall be a non voting member of the Environmental Safety Committee. The Director normally shall attend all meetings of the committee, and shall normally provide a written record on issues of safety relayed to the Director's office, and shall report on the steps being taken to deal with those issues, and any additional measures required. This record shall form part of the minutes of the committee meetings.

(c) A copy of the minutes of the committee meetings shall be provided to the Association.

33.03

(a) The Environmental Safety Committee shall be empowered to recommend policies, guidelines and/or codes of practice for all aspects of health and safety within the University, including work practices. Without limiting the generality of the foregoing, the committee may identify any toxic, radioactive or otherwise dangerous substances present on the campus, and recommend policies, guidelines and/or codes of practice for the presence, use, transportation and disposal of all such substances.

(b) The Environmental Safety Committee shall be empowered to make recommendations to the Board for alterations to physical facilities or actual work practices, if it deems such alterations necessary or desirable for carrying out the University's functions in a safe and healthy manner.

(c) The Environmental Safety Committee shall be empowered to make recommendations on mechanisms that the committee considers necessary for investigating any complaints or allegations about unsafe or unhealthy working conditions.

(d) The Environmental Safety Committee shall be empowered to set its own procedures.

33.04 The Board shall consider the recommendations of the committee pursuant to Clause 33.03; if the action of the Board varies from the recommendations of the committee it shall report its decision and reasons in writing to the committee. All original policies, recommendations, guidelines and/or codes or practice recommended to the Board by the committee and the Board's above mentioned report to the committee shall be maintained by the chairperson of the committee who shall advise the Board and the Association of the location of these documents which shall be available to members upon reasonable request; a copy shall also be kept in the Association office. No Member shall be penalized or have his or her employment terminated due to any of the Board actions resulting from recommendations of the committee.

33.05 The Board agrees to publish to all appropriate employees any policies, guidelines, and/or codes of practice adopted or approved by the Board pursuant to Clause 33.04.

33.06 Subject to Clause 33.04, Members shall assume appropriate responsibilities to respect, comply with, and assist in the implementation of Board-approved policies, guidelines and/or codes of practice as provided in Clause 33.05, and the Association shall encourage Members to comply with these policies, guidelines and/or codes of practice. Willful disregard of such policies, guidelines and/or codes of practice shall be grounds for disciplinary proceedings.

33.07

(a) No Member shall be laid off, have his or her employment terminated, or be disciplined for refusing to work where in the reasonable opinion of the Member there is an imminent danger to health, or for refusing to participate in any work practice which does not conform to guidelines provided in Clause 33.05. Any evidence of such health or safety hazard shall be reported immediately to the appropriate authority for investigation and remedy, and the committee shall be notified of any such report. The Member(s) involved may be requested to accept temporary assignment to appropriate alternative duties and/or workplace pending investigation and any necessary remedial action, and such requests shall not be unreasonably denied.

(b) Where a Member believes that a health or safety hazard may exist in the working environment or in work practices, the circumstances shall be reported to the committee for immediate assessment, and to any appropriate authority. Where the committee confirms that a health or safety hazard exists, the Member(s) affected may be requested to accept temporary assignment to appropriate alternative duties and/or workplace until any necessary remedial action is taken, and such requests shall not be unreasonably denied.

Article 34: Strikes and Lock-outs

34.01 In addition to the expectation that Members are required to live up to their obligations and responsibilities under this Collective Agreement, the Parties agree that there shall be no form of strike, no concerted interruption of normal work performance and no form of lock out so long as this Collective Agreement continues to operate.

34.02 As a means of continuing the services indicated in Clauses 34.03 and 34.04 after this Collective Agreement is no longer in force, the Parties agree to maintain, during any strike or lock out, the Association Board Committee.

34.03 In the event of a work interruption, lock out or legal strike, Members who require access to University facilities in order to prevent irreparable damage (such as danger to human, plant or animal life or decomposable material) shall be granted such access, if their request is approved by the Association Board Committee. If possible, requirements for such access shall be made known to the Association Board Committee, prior to any such work interruption.

34.04 In the event of a legal strike or lock out, the Board shall provide the Association Board Committee with a list of essential services and with a list of Members it has nominated to carry out the services detailed in the Board's list. Such Members, if they are willing and if the committee determines their services are essential, shall continue to work at such services, receiving a percentage of their regular salary and benefits equivalent to the percentage of their regular workload represented by such essential services.

34.05 No Member shall be subject to any disciplinary action for refusing to carry out the duties of an employee of the University who is on legal strike, or of one who is prevented from performing duties by a lock out.

34.06 The Parties recognize that there may be broad civil and social actions, other than civil and social issues which are specific to Dalhousie University, called for by such established organizations as the Canadian Association of University Teachers and its affiliates, in which Members acting in good conscience feel they must participate. The Parties also concede that such actions must not disrupt the University's functions. Subject to these considerations, no Member shall be disciplined in any way for participating in such actions. Any Member who alters the time or location of his or her regularly scheduled responsibilities because of such an action shall consult with his or her Chairperson, Director, Chief Librarian or other appropriate University officer, to assure the arrangements are suitable.

Article 35: Transition, Term and Duration

35.01 Except as may otherwise be specified, this Collective Agreement shall take effect from the date it is signed and remain in force until the end of 30 June **2011**, but including any period of negotiation until a new Collective Agreement is signed or the right to strike and lock-out accrues.

35.02 Any grievance, arbitration, or any appeal to a University Tenure Committee or a University Hearing Committee which commenced under the provisions of the predecessor Collective Agreement shall continue and be resolved under the provisions of that Collective Agreement.

35.03 Recommendations and decisions on reappointments, promotions, tenure, appointments without term and the determination of Y values which commenced under the provisions of the predecessor Collective Agreement shall continue to be resolved under the provisions of that Collective Agreement.

35.04 The Parties agree they will meet to bargain in good faith for a new Collective Agreement within 14 days of one Party giving notice to the other on or after 1 April **2011**.

Article 36: Fairness and Natural Justice

36.01 The Parties agree they shall exercise their respective rights under this Collective Agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this Collective Agreement.

36.02 The Parties are agreed that the rules of natural justice apply to the following proceedings or hearings involving a Member:

- (a) Department, School, College or similar unit committees or Faculty committees considering a Member for reappointment, promotion, tenure, appointment without term or continuing appointment, and
- (b) the University Tenure Committee, and
- (c) the University Promotion Appeal Committee, and
- (d) the Dalhousie University Hearing Committee, and
- (e) the University Grievance Committee

provided that such rules of natural justice are consistent with the provisions of this Collective Agreement.

36.03 A Member has the right to reasonable notice of and the right to attend any proceeding or hearing or portion thereof involving the Member's specific case which is held by a committee referred to in Clause 36.02, provided that there shall be no right to attend proceedings or hearings or portions thereof which are solely and exclusively deliberations of the committee. Additionally, the Member has the right to make submissions to such a committee. The Member has the right, on request, to receive written reasons for the decision of such a committee.

36.04 No person who has been involved as a decision maker at any stage in any of the proceedings covered by Clause 36.02 shall participate as a decision maker at a later stage of that case.

36.05 The President of the Association or his or her delegate may attend any appeal hearing of the University Tenure Committee or the University Promotion Appeal Committee as an observer.

36.06 Members serving on any committee referred to in Clause 36.02 shall exercise their responsibilities fairly and reasonably, in good faith and without discrimination and in a manner consistent with the provisions of this Collective Agreement and, where appropriate, in accordance with Clause 36.02.

Article 37: Continuing Education Members

37.01 Continuing Education Members shall have the same rights and responsibilities as other Members except as otherwise provided in this Collective Agreement.

Kinds of Appointment.

37.02 Appointments of Continuing Education Members shall be of the same four kinds as those given in Clause 14.09 of this Collective Agreement.

Appointments/Promotions and Tenure Committees.

37.03

(a) No Continuing Education Member shall be appointed or reappointed unless he/she has been recommended for such an appointment by an appropriate committee of the College of Continuing Education elected by the Continuing Education Members in the unit to which he/she would be assigned. All recommendations for appointments and reappointments shall be made to the Dean by the Director of the unit and subsequently to the President for presentation to the Board. The Dean shall consider a recommendation, if any, with respect to rank and kind of appointment; if he/she disagrees with the recommendation he/she shall consult with the committee and endeavour to reach agreement on the matter before proceeding. The Parties agree that unnecessary delays in the appointment process would diminish the reputation of Dalhousie University and its effectiveness. The Board therefore undertakes to ensure that all decisions affecting appointments are made as expeditiously as possible. The provisions of Clause 14.11(b) shall apply to all appointments of Continuing Education Members. A recommendation for reappointment shall be consistent with the provisions of Clause 14.15. In no case shall deliberations be transacted in the absence of a quorum which shall be two-thirds (2/3) of the members of the

Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations.

(b) There shall be a College of Continuing Education Promotions and Tenure Committee composed of three Continuing Education Members representing at least two units in the College of Continuing Education. Members of the Committee shall be elected by Continuing Education Members in the College of Continuing Education. Whenever a Continuing Education Member is being considered for promotion or tenure, that Continuing Education Member shall not serve on the Committee and an alternate shall be elected by the other Continuing Education Members in the College of Continuing Education. All recommendations from the Committee shall be made to the Dean. The Director may make a separate recommendation. The recommendation of the committee and the Director together with all documents and other evidence on which they are based shall be passed to the Dean by 15 February in the case of promotions. In no case shall deliberations be transacted in the absence of a quorum which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview a Member being considered for promotion or tenure, the resulting vacancy shall be filled by election. If interviews with a Member being considered for promotion or tenure have commenced, the vacancy shall remain unfilled for the balance of the deliberations for that Member.

Tenure.

37.04 Except to the extent as herein modified, the provisions of Article 15 shall apply to Continuing Education Members being considered for tenure.

The criteria for consideration for tenure of Continuing Education Members shall be as set out in this Article. A recommendation for tenure shall only be made when it can be firmly predicted that the Continuing Education Member recommended will, in consequence of a demonstrated effectiveness in the performance of the Continuing Education Member's duties and responsibilities and a demonstrated commitment to intellectual and professional activity throughout his or her career, attain and maintain a high degree of proficiency.

General criteria for consideration for tenure include: academic and professional qualifications; contributions to the College of Continuing Education and its programmes; ability and willingness to work with colleagues so that the unit and the College of Continuing Education function effectively; and personal integrity.

Additional criteria and/or the standards appropriate in respect of the criteria for tenure may be established by the College of Continuing Education regulations. The standards for part-time Continuing Education Members may differ from those for full-time Continuing Education Members.

Duties and Responsibilities of Continuing Education Members.

37.05 The duties and responsibilities of Continuing Education Members, in varying proportions dependent upon the Continuing Education Member's workload may include the following:

(a)(i) The development, coordination, marketing, administration and the delivery of organized, systematic educational activities (outside the framework of undergraduate and graduate degree courses) designed to be relevant to particular groups; these activities include but are not limited to courses, conferences, workshops and other educational opportunities. The delivery of continuing education and public affairs activities may include instructing, tutoring, counselling, facilitating learning, and the evaluation of participants, although no Continuing Education Member will necessarily use all of these methods of delivery;

(a)(ii) the designing, writing and editing of courses or programme curricula and materials; the planning of methods of delivery in conjunction with representatives of the participants in order to fit teaching styles to the continuing education learning situations;

(a)(iii) the provision of appropriate information, consultation and leadership development services on community based issues to particular groups;

(a)(iv) the development, coordination and administration of summer school courses for credit at Dalhousie University and/or the development, delivery, coordination and administration of other programmes aimed at improving access to University credit courses and degree programmes for part-time, adult and non-traditional students;

(a)(v) the preparation of information and promotional materials on Continuing Education programmes and educational activities, as well as appropriate documentation including proposals, reports, needs assessments and programme and course evaluations related to continuing education and public affairs activities;

(a)(vi) research, scholarly, and/or professional activity which is normally directed to:

(a) specific programme initiatives that are being implemented or are being considered for implementation at the College of Continuing Education; and/or

(b) the Member's areas of expertise or specialization in the College of Continuing Education; and/or

(c) the field of adult and continuing education and of public affairs; and/or

(d) where appropriate, other related fields.

(b) Academic administration within Dalhousie University. The Parties recognize that the self-governance of the University depends upon the willing participation of Continuing Education Members in the activities of their units, the College of Continuing Education and in the Senate and other bodies to which a Continuing Education Member may be elected or appointed. Insofar as such is consistent with their primary duties and responsibilities, Continuing Education Members have the right and the responsibility to participate in such bodies when called upon to do so or when elected to such bodies. Service to the Association shall be treated neither more nor less favourably by units in the College of Continuing Education or other units of Dalhousie University than committee and similar duties performed for units in the College of Continuing Education and Dalhousie University generally, for purposes of assessing and evaluating a Member's contribution to academic administration within Dalhousie University;

(c) Contributions to the professional field of continuing education including participation in the activities of appropriate professional associations or other bodies whose work is supportive of continuing education;

Whenever the words "teaching, librarianship, research, scholarly, artistic and/or professional" or any of them or similar terms are applied to Continuing Education Members to describe duties and responsibilities then, where appropriate, the meaning thereof shall be modified to reflect the special duties and responsibilities of Continuing Education Members as set out in this Article.

Workloads.

37.06 The workload of Continuing Education Members shall be defined through the established practices of the College of Continuing Education. Such practices shall provide for consultation with the Member and approval by the Dean.

Transfer/Reassignment.

37.07 Continuing Education Members shall only be transferred or reassigned duties in other units of the College of Continuing Education after consultation and with their consent, or where such transfer or reassignment is required in order to meet the program or budgetary needs of the College of Continuing Education, in which case provision shall be made for the Continuing Education Member's input which shall be considered and to which a written response shall be provided upon request. Requests for transfer or reassignment to available positions within the College of Continuing Education shall not be unreasonably denied provided the transfer or reassignment is consistent with the needs of the unit and the College of Continuing Education.

Ranks.

37.08 Appointments of Continuing Education Members shall be made to one of the following ranks:

- (a) Lecturer (Continuing Education);
- (b) Assistant Professor (Continuing Education);
- (c) Associate Professor (Continuing Education);
- (d) Professor (Continuing Education).

Appointments to any other ranks for Continuing Education Members must be approved by the Association-Board Committee.

The continuing education ranks Lecturer (Continuing Education), Assistant Professor (Continuing Education), Associate Professor (Continuing Education) and Professor (Continuing Education) shall correspond in terms of salary to those of the teaching staff in the following ranks respectively: Lecturer, Assistant Professor, Associate Professor and Professor. The continuing education rank Special Instructor (Continuing Education) shall correspond to the salary scale for Instructor Members.

Promotion.

37.09 Except to the extent as herein modified, the provisions of Article 16 shall apply to Continuing Education Members being considered for promotion.

The criteria for promotion of Continuing Education Members shall be the same as those for tenure for Continuing Education Members. Promotion is based upon positive evidence of actual achievement and accomplishment in those duties and responsibilities which constitute the Continuing Education Member's workload and not on years of service. Where promotion is being considered to the rank of Professor (Continuing Education) the following standards shall also apply:

Promotion to the rank of Professor (Continuing Education) shall be recommended only when solid evidence is established that the Continuing Education Member has attained and is likely to maintain a high level of effectiveness in the performance of his/her duties and responsibilities and he/she has made a significant contribution to the College of Continuing Education.

The College of Continuing Education by Faculty regulation may add to or define these criteria for promotion more precisely and may establish the standards appropriate for the criteria. Copies of the regulations shall be made available to all Continuing Education Members.

Consideration for promotion normally shall be initiated by the Continuing Education Member, who shall make a written request no later than 15 September to the Dean. The Dean shall advise the College of Continuing Education Promotions and Tenure Committee to consider the request in accordance with Clause 37.03. Failing such a request, the Dean shall advise the Continuing Education Member in the fifth year of his/her appointment at the rank listed in Clause 37.08(a), (b) or (c) that he/she is eligible to be considered for promotion. All recommendations from the Committee shall be made to the Dean. The Director may make a separate recommendation.

Directors.

37.10 Directors of units within the College of Continuing Education may be appointed or reappointed by the President on the recommendation of the Dean for a term up to five years. Before commencing an appointment or reappointment of a Director, the Dean shall consult with the Continuing Education Members in the unit on the appropriateness of the candidate.

Salaries, Y Values and Ranks.

37.11 Y values and ranks for Continuing Education Members shall be determined in accordance with the provisions of Appendix III.

Article 37A: Financial Emergency in the College of Continuing Education

37A.01 The Parties agree that Article 26 does not apply to the College of Continuing Education for Continuing Education Members. A financial emergency exists in the College of Continuing Education if and to the extent that the overall budget of the College of Continuing Education including the budget for bargaining unit salaries, is in a condition of severe restraint which cannot be met through routine budgetary measures and which may require reductions in the College of Continuing Education expenditures including expenditures on Continuing Education Members' salaries.

37A.02 The Board shall not declare that financial emergency in the College of Continuing Education exists until it has taken the routine budgetary measures in Clause 37A.02 to postpone, alleviate or avoid the financial emergency in the College of Continuing Education. It is understood that routine budgetary measures shall include:

- (a) efforts to increase the revenue of the College of Continuing Education;
- (b) efforts to reduce or eliminate expenditures on the College of Continuing Education budgetary items not crucial to the College of Continuing Education objectives as may be determined by the College of Continuing Education;
- (c) non-replacement of Continuing Education Members who leave or have left the College of Continuing Education, which shall be in accordance with the following procedures:
 - (i) normally by 1 February, the President after consultation with the Dean of the College of Continuing Education, shall determine the level of reduction in the overall complement of Continuing Education Members;
 - (ii) the Dean may designate the way in which this reduction is to be distributed within the College of Continuing Education. Such reduction shall be subject to the agreement of the College of Continuing Education Council. If no such agreement has been reached within thirty (30) days, the President may proceed with non-replacement in the way proposed by the Dean or in accordance with the proposal, if any, of the College of Continuing Education Council;
 - (iii) by 31 May, the Board shall provide a list to the Association of the names of Continuing Education Members who will not be replaced, subject to additions or deletions as a result of decisions made after that date;
- (d) non-renewal of some or all limited-term appointments of Continuing Education Members;
- (e) those measures in Clause 37A.04.

37A.03 Insofar as routine budgetary measures may require action under Clause 37A.02(c) or (d), the Board shall advise the Association in advance, citing this Clause 37A.03, of the measures to be taken under Clause 37A.02(c)(i) or (d), and shall keep the Association advised of the overall condition of the operating budget of the College of Continuing Education.

37A.04 Steps to postpone, alleviate or avoid the state of financial emergency in the College of Continuing Education may include encouragement of Continuing Education Members to accept: voluntary leave, voluntary early retirement, voluntary reductions in responsibilities and corresponding salary or voluntary separation, provided that prior to any such agreement between a Continuing Education Member and the Board:

(a) there shall be notice to the Association, and

(b) there shall be consultation with the College of Continuing Education, and

(c) that such agreement is consistent with the continuing education and public affairs goals of the College of Continuing Education and the financial interests of the College of Continuing Education, and

(d) the Board shall inform the Association in writing of the details of the arrangements referred to above.

37A.05 In implementing any routine budgetary measures, the Board shall take due account of recommendations resulting from such planning processes as may be established by Senate or the College of Continuing Education.

37A.06 Before the Board takes any of the actions provided in Clause 37A.08, it shall advise the Senate and the Association through a report from the President, that it intends to declare a situation of financial emergency in the College of Continuing Education. This report shall cite this Clause 37A.06, and shall provide relevant detailed information on the Board's efforts and plans to increase revenue in the College of Continuing Education, the methods employed, and the actual and projected increase in revenue in the College of Continuing Education. The report shall also provide detailed information on the reduction or elimination of expenditures on budgetary items referred to in Clause 37A.02(b) and the actual or projected savings resulting therefrom. This report shall demonstrate why the actions in Clause 37A.02 are inadequate to avoid this situation of financial emergency in the College of Continuing Education. The report shall also state those steps provided in Clause 37A.08 the Board proposes to take, the maximum amount of reduction in the bargaining unit salary budget and the maximum reduction in the number of Continuing Education Members which is proposed, and the reasons to justify this amount and the need for such steps. The Dean shall provide a copy of the report to all Continuing Education Members.

37A.07 The Board shall allow the Association and the Senate a reasonable period, not less than twenty-two (22) days, to make proposals on ways in which the financial situation might be ameliorated, including how any reductions in expenditures might be accomplished with the least damage to the University and the College of Continuing Education.

37A.08 Following the procedures in Clauses 37A.06 and 37A.07, the Board may declare that a situation of financial emergency in the College of Continuing Education exists and that some or all probationary tenure-track, tenure-track and limited-term appointments shall not be renewed.

37A.09 The reduction in the bargaining unit salary budget under this Article shall not exceed the amount necessary to balance the College of Continuing Education budget, excluding restricted external funds for salary support.

37A.10 The actions under Clause 37A.08 above shall not be taken to affect the bargaining unit unless the actions possible in accordance with Clause 37A.02, are inadequate and any proposals from the Association or the Senate for relieving the financial situation are judged by the Board to be inadequate to avoid, eliminate or sufficiently alleviate financial emergency in the College of Continuing Education, and reasons for this judgment have been given.

37A.11 The identification of those whose appointments will not be renewed, as provided for in Clause 37A.08, shall be made by a committee representative of all units in the College of Continuing Education. Such decisions shall be made according to appropriate criteria on fair and non-discriminatory bases. In the absence of a recommendation from such a committee within ten (10) days, the Dean shall consult with the Association-Board Committee and shall undertake within ten (10) days the identification of those whose appointments will not be renewed.

37A.12 The Board undertakes that lay-off of Continuing Education Members for financial emergency will occur only in the event of a deficit in the total budget of the College of Continuing Education. Before the Board undertakes the lay-off of Continuing Education Members, it shall advise the Senate, the Association and the College of Continuing Education Advisory Committee through a report from the President that a state of financial emergency in the College of Continuing Education exists. The President's report shall contain information on the statement of the magnitude of the financial emergency, the Board's proposal for solving the emergency and a statement of the maximum reduction necessary in bargaining unit salaries. The Senate, the Association and the College of Continuing Education Advisory Committee shall have a reasonable opportunity, not less than thirty (30) days to respond to the President's report. There shall be a freeze on appointments to vacant or new positions on the continuing education professional staff of the College of Continuing Education pending the completion of the actions in Clause 37A.15. The Dean shall provide a copy of the report to all Continuing Education Members.

37A.13 Prior to making the report of the President cited in Clause 37A.12, the Board shall establish a College of Continuing Education Advisory Committee composed of one representative from each unit in the College of Continuing Education to be elected by the Members within the unit and two representatives of the College of Continuing Education Board, one of whom shall be the Chair of the College of Continuing Education Board or his/her designate. Any designate selected by the Chair shall be a community member. The committee shall select its own chairperson. At the same time they receive a copy of the report referred to in Clause 37A.12, the committee shall also receive a copy of the report in Clause 37A.06.

37A.14 Following the procedures in Clauses 37A.08 to 37A.13, the Board may declare that the financial emergency in the College of Continuing Education requires the lay-off of some or all of the Continuing Education Members. The Board may then proceed with the lay-off of some or all of the Continuing Education Members which are required to solve the financial emergency.

37A.15 The identification of those Continuing Education Members to be laid-off, as provided for in Clause 37A.14 shall be made by the Board in consultation with a committee elected by Continuing Education Members. Such decisions shall be made according to appropriate criteria on fair and non-discriminatory bases. Recommendations and the reasons therefor shall be made in writing by the committee to the Board following consultation by the committee with Continuing Education Members in the unit or units where lay-offs are recommended to occur. The committee may recommend that the lay-off of one or more specified Continuing Education Members be delayed for a specified period in order to meet the short term needs or commitments of the College of Continuing Education. Copies of the recommendations shall be made available to Continuing Education Members recommended for lay-off. In the absence of a recommendation from the committee within twenty (20) days, the Board shall consult with the Association-Board Committee and shall undertake within fifteen (15) days the identification of those Continuing Education Members to be laid-off. If the determination by the Board of the identification of the persons to be laid-off and the effective date of lay-off do not agree with the recommendation of the committee, the Board shall state the reasons therefor.

37A.16 The President shall write to each person designated for lay-off pursuant to this Article 37A and shall advise them of such designation. The letter shall include a statement that the lay-off is for reasons only of financial emergency in the College of Continuing Education. This letter shall be delivered to the

Continuing Education Member in person by the President or designate or by registered mail.

37A.17 For purposes of this Article 37A, the situation of financial emergency in the College of Continuing Education shall continue for a period of one (1) year from the date of the Board's declaration under Clause 37A.08 unless repealed sooner by the Board in light of a sufficiently improved financial situation. If the situation of financial emergency in the College of Continuing Education is to be continued the Board must make a new declaration under Clause 37A.08 following the procedures in Clauses 37A.06 and 37A.07.

37A.18 The maximum amount of bargaining unit salary reduction achieved by lay-off shall not exceed that stated in the President's report cited in Clause 37A.12 unless the President makes a new report pursuant to Clause 37A.12 and the procedures of Clauses 37A.08 to 37A.16 are followed. Once the Board has identified Continuing Education Members to be laid-off pursuant to Clause 37A.15, it shall not lay-off any additional Continuing Education Members under this Article unless the provisions of Clauses 37A.12 to 37A.15 have been repeated.

37A.19 Prior to implementing any lay-off, the Board shall make every reasonable effort to secure a position elsewhere in Dalhousie University for a Continuing Education Member who is laid-off in accordance with Clause 37A.15. Individuals who accept such alternate employment which is on the teaching, research, professional library or the College of Continuing Education professional staff shall continue all their employment rights, including years of service towards sabbatical leave, salary and pension credit. Individuals who accept alternative employment at Dalhousie University which is not on the teaching, research, professional library or the College of Continuing Education professional staff shall continue those employment rights which are appropriate to their new positions and shall retain those pre-existing employment rights which are not so appropriate, for use if they return to the teaching, research, professional library or the College of Continuing Education professional staff. Individuals who accept alternate employment at Dalhousie University shall have the same rights, in Clauses 37A.20 to 37A.22, as those laid-off and shall be given reasonable opportunity to retrain for their new duties. The Board shall pay tuition where necessary, as judged by the Association-Board Committee.

37A.20 There shall be no hiring of new Continuing Education Members to positions in the College of Continuing Education until all laid-off former Continuing Education Members, who apply and are qualified for the positions that become available, have been offered them. Laid-off former Continuing Education Members shall have the right of first refusal for their original position and for all other vacancies on the College of Continuing Education professional staff, for which they are qualified, for a period of six (6) years from the date of their lay-off or earlier period as given in Clause 37A.24. Although preference shall not be given to laid-off former Continuing Education Members over other persons who have been laid off from other bargaining units or the administrative staff in Dalhousie University for recall to their original unit, preference shall be given to laid-off former Continuing Education Members over other people for such positions. The qualifications of laid-off former Continuing Education Members shall be judged by the appropriate Centre or similar unit concerned and, where more than one laid-off former Continuing Education Member is being considered, the Centre or similar unit shall choose among them. Individuals receiving offers of employment under this provision shall have up to one (1) month to accept such offers and a reasonable period, not less than six (6) months, to terminate alternative employment and take up the position. The Board shall notify all laid-off former Continuing Education Members by regular mail, at their last-known address, of all available positions at the College of Continuing Education and also give timely notice of them to the Association.

37A.21 Recalled persons returning to the College of Continuing Education professional staff positions shall be entitled to seniority and tenure as at the time of lay-off and years of service prior to lay-off shall be counted towards sabbatical leave privileges. Salary shall be the salary at the time of lay-off, increased

by any applicable across-the-board or standard increments, not including increments for career development awarded during the period of lay-off unless the person's activities during lay-off warrant some payment for career development.

37A.22 Any person recalled to a position different from that at lay-off shall continue to have the right of first refusal for a vacancy in his or her original position for a period of six (6) years from the time of lay-off.

37A.23 For a period of six years, laid-off former Continuing Education Members shall enjoy full access to University facilities, including library and computing services, under the same conditions as Continuing Education Members. Office space shall be provided when the Board judges this would involve no significant cost and the Centre or similar unit judges that such access would not inhibit seriously its activities. Those laid-off former Continuing Education Members who are not in full-time employment, their spouses and dependents shall be eligible for tuition waivers as provided for through this Collective Agreement, for a period of six (6) years from the date of lay-off.

37A.24 Recall rights of a person laid-off shall terminate six (6) years from the date of lay-off, or the date due for retirement, or when the person indicates in writing to the Board that he or she no longer wishes to be considered for recall, or at the date of expiry of the appointment from which the person was laid-off, whichever of these occurs soonest.

37A.25 A Continuing Education Member who has been laid-off for reasons of financial emergency in accordance with this Article shall be entitled to:

(a) notice of lay-off and the effective date thereof as soon as reasonably possible after the lay-off decision has been made, and

(b) provided they do not accept alternate employment at Dalhousie University, on the lay-off date they shall be entitled to a lump sum payment of one (1) month's salary for each year of service at Dalhousie University, but a minimum of six (6) months and a maximum of twelve (12) months shall be paid to those who have appointments with tenure, and a minimum of three (3) months and a maximum of six (6) months shall be paid to all other Continuing Education Members who are laid-off. Such Continuing Education Members shall have the right to an additional supplement of one month's salary for each month that said Continuing Education Member does not obtain equivalent employment after the expiry of a period equivalent to the applicable maximum and such supplement shall be paid for an additional period not to exceed six (6) months.

The salary referred to is that current at the time of lay-off.

If such Continuing Education Member accepts employment at Dalhousie University after the lay-off date but prior to a period equivalent to the applicable maximum in Clause 37A.25(b) they shall repay any portion of the amount paid under Clause 37A.25(b) which exceeds what their salary would have been had they continued to occupy their prior position.



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[Home \(/\)](#)

[About \(/about\)](#)

[COVID-19 \(/covid-19\)](#)

[DFA Review of Dal Finances \(/dfa-review-of-dal-finances\)](#)

[News \(/news-events/dalhousie-faculty-association-raquo-news-you-can-use-dfa-e-bulletin\)](#)

[Publications \(/publications\)](#)

[Your Benefits \(/your-benefits\)](#)

[Equity \(/equity\)](#)

[Contact \(/contact\)](#)

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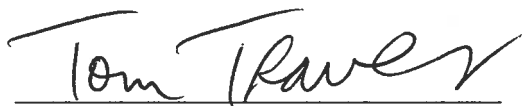
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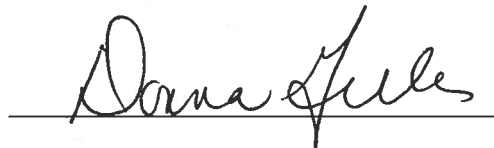
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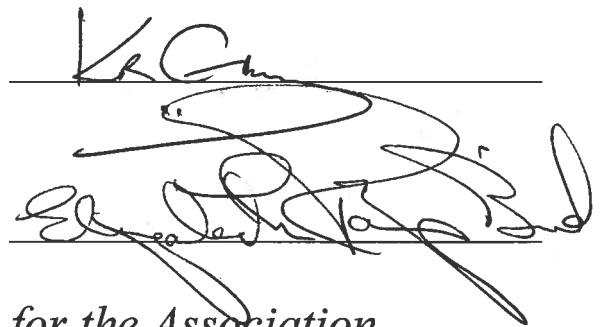
The Dalhousie Faculty Association

Was signed at Halifax, Nova Scotia this
12th *day of* **May 2008** *by*





for the Board



for the Association