

Working at Dal

What the Professional Counsellor should know

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Overview

Welcome

The Dalhousie Faculty Association (DFA) represents the interests of all teaching, research, professional counselling and professional library staff in matters of employer-employee relations and deals with items of common interest to all its members relating to the University and to the broader interests of the academic community.

While professional counsellors and librarians are Bargaining Unit Members, professors receiving academic appointments at Dalhousie University generally fall into two distinct categories - those for whom the DFA acts as Bargaining Agent and those for whom it does not. The DFA refers to a "Member" as one covered by the terms and conditions of employment set forth in the Collective Agreement, while a "member" is one who belongs to the Association.

Upon appointment to Dalhousie University, you will **automatically** become a member of the Faculty Association.

Contact Information

We maintain an Office with four staff: Professional Officer, Administrative Officer, Communications Officer and Administrative Assistant.

The Office at 6280 South Street is open from 8:30 a.m. - 4:30 p.m., Monday to Friday (Monday to Thursday in the summer). Our telephone number is 494-3722, fax number is 494-6740 and our primary email address is: DFA@dal.ca. DFA members are invited to drop by the Office if they have any questions or would like more information about the Association's activities.

Membership

Formed in 1951, the DFA is affiliated with the Canadian Association of University Teachers (CAUT) and Membership in the DFA includes membership in CAUT.

On 24 November 1978, the DFA was certified by the Nova Scotia Labour Relations Board as Bargaining Agent under the *Trade Union Act of Nova Scotia* with exclusive authority to bargain collectively on behalf of those employed 50% or more of a full-time position, for one academic term or more.

DFA Handbook for Professional Counsellors

The positions excluded from the Bargaining Unit are primarily appointments in clinical-medical departments (which include Community Health and Epidemiology, Pediatrics, Pathology, Surgery and Continuing Medical Education), and Dentistry (except in the School of Dental Hygiene), and certain academic administrators.

Membership in the Association is open to "all full-time and part-time members of the academic staff of Dalhousie University, whether Members of the DFA Bargaining Unit or not...." (see DFA Constitution Article 4.1).

Bargaining Unit Members

The first Collective Agreement between the Dalhousie Faculty Association as exclusive bargaining agent on behalf of its Members and the Board of Governors of Dalhousie College and University was signed in 1979.

If you are a Bargaining Unit Member as determined by the Labour Relations Board under the *Trade Union Act*, you cannot opt out of the Bargaining Unit.

As a Member of the Bargaining Unit, the terms and conditions of your employment at Dalhousie are governed by the Collective Agreement, which also requires that all Bargaining Unit Members pay dues to the Association. The dues payable by both DFA Bargaining Unit and non-Bargaining Unit Members are set forth in Article 4 of the DFA By-Laws. Bargaining Unit dues of 1.25% are automatically deducted from your gross monthly salary.

The Collective Agreement is a comprehensive document encompassing many aspects of the Members' professional relationship with the Board of Governors at Dalhousie. Because the DFA is the bargaining agent for its Bargaining Unit Members it not only negotiates the rights and responsibilities contained in the Collective Agreement, it also acts to protect the individual and collective rights of its Membership. In addition to matters pertaining to academic rights and responsibilities, the Collective Agreement details such matters as grievance and arbitration procedures, and salary scales.

The DFA is committed to representing its Bargaining Unit Members. Members with questions or concerns are encouraged to contact the staff of the DFA Office. Bargaining Unit Members are reminded that in order to vote in DFA elections, attend meetings or stand for office, they *must* be members of the Faculty Association as indicated above. The DFA By-Laws also require membership in the DFA in order to participate in a ratification vote of the Collective Agreement.

Non-Bargaining Unit Members

While you **automatically** become a member of the DFA when you are appointed to a position, Non-Bargaining Unit Members can choose to opt out. However, you are urged to remain a member and participate in the business of the DFA. Only members of the DFA are entitled to attend its meetings, vote in its elections, stand for office in the Association and receive CAUT publications, as well as the DFA publications.

Non-Bargaining Unit members are not covered by the Collective Agreement. Their employment at Dalhousie is generally governed by the [Regulations Concerning Appointments, Tenure and Promotion 1987](#) (as amended).

While the DFA cannot bargain with the University Administration on behalf of non-Bargaining Unit members, it does endeavour to assist them with concerns or questions, and these members should feel free to contact the staff of the DFA at any time. Additionally, many recent changes in the *Regulations* have followed those of the Collective Agreement.

Governance

The DFA is governed by its [Constitution and By-Laws](#) posted on the website.

The DFA membership, as required by its Constitution, meets at least two times during the year. At least one of these General Meetings is required to be an Annual General Meeting (usually held in April) when the membership is advised of the activities of the various DFA Committees during the previous year. The newly elected Executive Committee, which will serve until the following April, is announced at this meeting.

The DFA Executive Committee which acts on behalf of the Association consists of the President, President-Elect, Second Vice-President, Secretary, Treasurer, Past-President, one Non-Bargaining Unit member and 10 Members-at-Large. More than one non-Bargaining Unit member may sit on the Executive Committee at any given time but the Constitution specifically requires that *at least one* position on the Executive Committee be filled by a non-Bargaining Unit member. This Committee meets regularly during the year to conduct DFA business, to manage its affairs and finances, and to put into effect all resolutions of the Faculty Association.

DFA Committees

The DFA has a number of standing and ad hoc committees, as well as those mandated by the Collective Agreement.

One such standing committee is the Grievance Committee. Individual Members who have grievances against the actions taken by the Administration or other problems relating to their duties and responsibilities may seek the assistance of this Committee. Members concerned that they might have a grievance should contact the staff of the DFA Office for assistance.

The DFA has established several *ad hoc* Committees, each of which addresses a subject of importance to the Membership of the Association. The Contract Review Committee, for example, was established in response to the need for a committee, which would lay the groundwork for the Drafting Committee for each round of negotiations with the Board. In seeking to identify issues, gather information, conduct surveys and host discussion sessions with the Membership, this Committee will provide an important preliminary function and greatly assist the Drafting Committee and Negotiating Team as they begin a round of collective bargaining.

The Council of Representatives is also an *ad hoc* Committee of the DFA. Every department, school or other unit in the Bargaining Unit is entitled to nominate someone from within their unit to attend meetings of the Council that plays a vital role in the communication of concerns and interests of the Membership to the Executive Committee. Conversely, the Executive transmits certain information to the Membership through the Council.

Of interest to the DFA members who are also Members of the Bargaining Unit, there are a number of committees established under the Collective Agreement. One such committee is the Association-Board Committee (ABC), which is a joint committee consisting of three DFA nominees and three Board nominees. As a Committee which arises out of the Collective Agreement, its functions and terms of reference are set out in the Agreement itself. Generally, the ABC serves as an instrument to ensure the efficient and proper operation of the Collective Agreement. The Collective Agreement is a contract between the Dalhousie Faculty Association and the Board of Governors of Dalhousie College and University and questions of interpretation over various clauses invariably arise. The DFA nominees to the ABC ensure that the interests of the Association and its Members are represented in the discussions concerning the Collective Agreement and that any alteration that ensues is in the best interest of the Membership.

The DFA nominees of the ABC, together with a number of other committees, submit a report to the Annual General Meeting, detailing the work of the Committee during the preceding year. These reports provide ample evidence of the overwhelming contribution of the DFA membership to the successful operation of the Association. New members and those who have been at Dalhousie for some time are invited and encouraged to become involved.

Affiliations

The DFA is affiliated with the Canadian Association of University Teachers (CAUT). The DFA recognizes the importance of a strong national organization and actively participates in CAUT activities. In particular, the DFA sends delegates to the CAUT Council meetings held twice a year in

Ottawa. The Council is the policy and decision-making body of CAUT and includes delegates from the DFA as well as other faculty associations, chairpersons of standing committees and CAUT Executive.

In addition to its membership in CAUT, the DFA is also involved in the CAUT Defence Fund that provides financial support to individual members through the local association during a strike or lockout.

Communications

The DFA is a large organization, currently with over 900 Bargaining Unit and non-Bargaining Unit members. Ensuring adequate communication between the Executive Committee, DFA Committees and the individuals of the Membership is an ever-present concern. Annual General Meetings and General Meetings serve as one method of communicating issues of concern, but the DFA also uses other ways of fostering ongoing discussions.

Council of Representatives

The Council of Representatives, which was discussed above, is an indispensable vehicle for the channeling of information between the Membership and the Executive Committee.

Collective Bargaining

Prior to the start of collective bargaining, the DFA Executive begin to assess areas of interest in improving the Collective Agreement. The Contract Review Committee uses departmental meetings and a series of surveys to develop proposals for the next round of collective bargaining. These proposals are passed to the Drafting Committee for further elaboration and consideration. Departmental meetings are called by the Drafting Committee to advise the Membership of its draft proposals. Upon completion of these consultations and the drafting process, the Negotiating Team goes to work.

During periods of collective bargaining with the Board, the DFA Negotiating Team issues *Negotiating Bulletins* to Members of the Bargaining Unit. (Available here: <http://dfa.ns.ca/members/collective-bargaining> but requires sign-in) These reports advise the Bargaining Unit Membership of the current state of negotiations with the Board. The Negotiating Team communicates directly with the Membership at departmental meetings and through the Council of Representatives. General Meetings are also called by the Executive Committee during the period of negotiations to inform the Membership and solicit views on the negotiations.

Electronic Communication

The majority of communication is done electronically, especially email. The DFA has a website, at www.dfa.ns.ca, with a Members-only side for sensitive information, particularly useful during collective bargaining. Every DFA Member is given access to the member-only side. If you are having difficulty accessing this feature, or want to learn more contact the Communications Officer at communications@dfa.ns.ca

The website has a blog that is open to the public, and Members/members are encouraged to submit blog posts for consideration of posting on the website.

Follow us on Twitter at @dalfacultyassoc or like our Facebook page Dalhousie Faculty Association.

Working at Dalhousie

The Collective Agreement sets out the terms and conditions of employment for all Members in the Bargaining Unit. It is a comprehensive document delineating such diverse matters as salaries and workloads, appointment without term and special leaves, vacations and fairness and natural justice.

It would not be practical to detail in any comprehensive way the many important aspects of the Collective Agreement in this Handbook. However, there are several aspects of the Collective Agreement that are the subject of frequent inquiries, which are dealt with briefly below.

Members are reminded that it is the obligation of the Board to supply each new Professional Counsellor Member with a copy of the Collective Agreement (Clause 7.14). An online version can be accessed via the website under Publications. Here is a link to the most recent [Collective Agreement](#),

While the Collective Agreement defines the general terms and conditions of your employment, your *letter of appointment* establishes the specific terms of your contract. It describes your beginning salary, your rank and type of appointment and the reappointment process, including continuing appointment, if applicable. In some instances, it may contain additional features of the contract specific to your appointment.

Terms of contract

Broadly speaking, Professional Counsellor Members are appointed either to a limited term or a probationary contract.

Limited term

The length of a Limited Term (or fixed) contract varies from four months to five years; the percentage of full-time varies from 50% to 100%. By definition, all limited term appointments have a fixed termination date. If you have held a limited term appointment of 10 months or longer in three consecutive years, you must be notified as to whether or not your appointment will be renewed. In general, advertising must occur when a position becomes vacant.

If you hold a limited-term appointment for at least three consecutive years, you are entitled to be considered for a probationary appointment or a continuing appointment.

Probationary

Probationary contracts lead to a consideration of a continuing appointment, which is the equivalent of tenure. There are two sets of probationary appointments at Dalhousie, each lasting three years. In most cases, Professional Counsellors are appointed to a Probationary contract of three years. In the second year of your first Probationary appointment, you will undergo a review. If successful you will be reappointed to a second Probationary appointment. Continuing Appointment consideration will occur in the fifth year of your combined probationary appointments.

If you have three or more years of full-time relevant experience prior to your first appointment at Dalhousie, you have the option of being considered for a continuing appointment in the Fall term of your third year of your appointment at Dalhousie (Clause 13.04).

Workload

The duties of Professional Counsellors fall within several categories as described in Clause 13.06:

- (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. You are required to submit an annual report to the Provost & Vice-President (Academic), giving an account of your duties and accomplishments in the previous year.

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Compensation

The following explanation should help you understanding how your salary is determined.

Base Salary & Y value

On appointment, you are given a rank, a term of appointment and a Y value. Your starting salary must be at or above the Minimum for your Y value and rank, and at or below the Maximum for your rank. Aside from these restrictions, you are free to negotiate any salary. Newly appointed Professional Counsellor Members are asked to complete a Y value calculation form. The Y value is calculated separately for each category of appointment, i.e. Professors, Professional Librarians, Professional Counsellors and Instructor/Senior Instructor.

For Professional Counsellor Members: $Y = s + e + \text{Ph.D.}$

“s” represents the years of creditable service as a professional counselor, clinical psychologist or equivalent, including a year spent as an interne. The “s” value increases with each year of service (employment) at Dalhousie. Hence, your Y value will increase by a value of ‘1’ each year. Two units are added to s for counselors on the M.A. scale who meet one or more of the following criteria:

- (a) they are registered with the Nova Scotia Association of Social Workers, or
- (b) they are certified by the Canadian Guidance and Counselling Association, or
- (c) they are registered with the Nova Scotia Association of Professional Counsellors.

“e” represents the sum of weighted years of other relevant experience, i.e., professional experience obtained after achieving the appropriate professional qualification. The limit for e is 5.

“Ph.D” means that a value of “3” is added to the Y value for possessing the Ph.D. degree or its equivalent.

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Representatives of the DFA and the Board establish your Y value based on information provided by you on the Y value form and your C.V. Once set, you are notified; you have 30 days to inform the DFA and Board if you have concerns or disagree with the Y value set for you.

This salary will become your *Regular Salary Rate* and it establishes the base upon which all future salary increases will be made – in other words, it follows your academic career at Dalhousie. The Board is able to award salaries on appointment above the Minimum for the Y value and Rank.

A newly appointed Professional Counsellor Member may receive a salary above the Maximum for their Rank *only* if approved by the Association–Board Committee.

Income Maintenance Change

All Professional Counsellor Members will receive an annual Income Maintenance Change (I.M.C.), usually on 1 July, which is the beginning of the academic year. All Professional Counsellor Members continue to receive an I.M.C. regardless of the Salary Maximum for their Rank.

Step

The Step is a fixed amount added to the Regular Salary Rate.

While a Step is not paid once a Professional Counsellor Member hits the Salary Maximum for their rank, all *newly* appointed Professional Counsellor Members who attain the Maximum for their Rank within five years from the date of their initial appointment shall receive the Step. Unlike the Career Development Increment (C.D.I.), the Collective Agreement does not contain a provision whereby the Step may be withheld.

The Step is added to the regular salary rate of the Professional Counsellor Member *after* the addition of the I.M.C.

In all cases, where a Professional Counsellor Member's salary falls below the Minimum for their Y value and Rank, their salary will be adjusted to the Minimum for the Y value and rank.

Benefits and Leaves

Dalhousie University benefit plans are described on the University website at <http://humanresources.dal.ca> (select "Employee Resources" followed by "Pensions and Employee Benefits," followed by "Insured Benefits"). A summary of your entitlements is listed below.

Vacations and Holidays

In addition to the usual statutory holidays (New Year's Day, Good Friday, Victoria Day, Canada Day, Halifax Natal Day, Dartmouth Natal Day (half-holiday) Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day), Dalhousie also celebrates Munro Day, which is normally the first Friday in the month of February. If a statutory holiday falls on a Saturday or Sunday, Friday or Monday is observed instead.

Professional Counsellor Members employed on a 12-month basis are entitled to 25 working days annual vacation. Vacation is expected to be taken annually but may be carried over to the following year with a request to the Provost & Vice-President (Academic). There is no pay in lieu of vacation on resignation or retirement.

Pregnancy, Parental and Adoption Leaves

Professional Counsellor Members wishing to access pregnancy, parental and adoption leaves will note that the leave entitlements are identical. Professional Counsellor Members who qualify for pregnancy, parental or adoption benefits under the Employment Insurance Act are entitled to a top-up to 95% of their regular salary for 17 weeks.

If you have been employed at Dalhousie for more than one year and receive benefits under the Employment Insurance Act, you are entitled to an additional 14 weeks, topped up to 95% of regular salary. Professional Counsellor Members who are subject to the two-week waiting period before receiving employment insurance shall receive an amount equal to 95% to your normal weekly rate of pay for the waiting period. The period of pregnancy, parental leave is credited towards full-time service in the calculation of eligibility toward special leave.

For further information, see the DFA booklet: *Pregnancy, Parental & Adoption Leaves: Your Rights at Dalhousie* - the booklet is available on the DFA website under publications (<http://dfa.ns.ca/pregnancy-parental-adoption-leaves>) or you can request a paper copy by contacting the DFA office at 494-3722.

Special Leaves

The deadline for applying for a special leave is 1 November of the academic year prior to that in which leave is proposed to be taken. Applications are made to the Provost & Vice-President (Academic).

Professional Counsellor Members who do not hold a continuing appointment must serve a minimum of four years of actual service at Dalhousie and Professional Counsellor Members who hold a continuing appointment must serve a minimum of three years of actual service at Dalhousie before commencing an initial special leave. Thereafter, you must serve a total of six

years of service to be eligible for a full year at 85% salary (or half-year at 100% or half-year at 85% and retaining three years toward the next special leave). You are eligible for a half year at 85% after three years of service. If the Provost & Vice-President (Academic) asks you to defer your special leave you will receive an additional 2.5% additional salary support for each six-month postponement to a maximum of two years.

Clause 13.09 also provides: "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."

You are required to produce a report concerning the scholarly work undertaken upon return to campus and regular duties.

In special circumstances, you may ask to have the normal period of service reduced on condition that future special leaves will be postponed by a similar length of time.

Entitlement to additional special leaves commence upon resumption of regular duties following your special leave. If you exceed the minimum service requirements for special leave, you cannot reduce the period of service required for future special leaves nor can you accumulate service toward more than one future leave at a time.

Leaves of Absence

Professional Counsellor Members seeking a leave of absence from Dalhousie should apply through the Provost & Vice-President (Academic), if possible, not less than six months prior to the commencement of the leave. Leaves may be limited to periods of up to two years at a time. (Members may choose to continue to participate in available benefits, including the pension plan.)

Tuition Waiver

Spouses and children of Professional Counsellor Members receive 50% of tuition fees in all undergraduate courses (100% where both parents are Members). If the waivers do not exceed 15 billing hour fees (30 if both parents are Members), tuition of \$3615 is waived in respect of a Dalhousie MD, DDS, or LLB. Fees for Professional Counsellor Members in non-credit courses at Dalhousie may be waived for reasons of professional development when approved by the Provost & Vice-President (Academic).

Pension Plan

All full or part time Dalhousie employees (i.e. greater than 50%) become eligible for membership in the Dalhousie Pension Plan (DPP) at the date of employment. Automatic deductions will be made from your monthly pay. Membership in the Dalhousie Pension Plan is not dependent on whether you are on a Probationary or limited term contract or hold a continuing appointment – all are eligible.

You are required to contribute 4.65% of the first \$5000 of your annual salary plus 6.15% of your annual salary in excess of \$5000. The Board makes the same contribution but in addition, the Board has an overall responsibility to ensure that its contribution is sufficient to give you a pension at the time of your retirement.

Dalhousie has a 'defined' benefit pension scheme, which means that your pension is calculated on a formula: "Average best salary" X "Years of Service" X .02. It is not possible to know what your best salary might be or how many years of service you may have at the University, so it is up to the Board (i.e. your employer) to guarantee that you receive the pension to which you are entitled.

Your contributions to the DPP fully 'vest' if you are employed at Dalhousie for greater than 24 months. Vesting means your right to receive both your contributions and those made by the Board on your behalf. If you terminate your employment with less than one full year of membership in the Pension Plan (or have an appointment for less than one year) you are entitled to receive *only* your contributions to the Plan plus the accumulated interest. After one year in the Plan, you are entitled to receive your contributions *plus* the vested portion of the University's basic matching contributions made on your behalf. You are eligible for full vesting in the Board's contributions after 24 months of pensionable service.

Sick Leave

If you are ill for less than one week, you are required to notify the Provost & Vice-President (Academic) so that arrangements can be made to cover your regular responsibilities. If the illness extends for more than one week, arrangements must be approved by the Provost & Vice-President (Academic). While on sick leave, you are covered by the Salary Continuance Program, which means your salary continues at your normal actual salary rate and your pension contributions continue to be deducted as normal. After 180 days, if you become eligible to receive benefits from Dalhousie's Long Term Disability (LTD) plan, provision will be made for the continuation of your contributions while you receive LTD.

Parking

Dalhousie has unreserved and reserved parking. Unreserved outdoor parking is available on all campuses. The annual fees for unreserved outdoor parking for academic staff may be found at: <http://www.dal.ca/dept/facilities/parking-at-dal/rates.html>

Health and Dental

Professional Counsellor Members may participate in the Major Medical Insurance Plan (Blue Cross). Members pay 40% of the premiums – the Board pays 60%. In addition, Professional Counsellor Members have \$500 annually in a Health Spending Account. The Dental Care Plan is cost shared on a 50/50 basis with the Board.

Multi-Peril Insurance

The Board has multi-peril insurance against the loss of your property (excluding vehicles) that is on Dalhousie property for your use in your office or lab. The insurance is limited to \$10,000; extended coverage may be purchased.

Additional funds/grants

In addition to your salary, there are a number of resources available to defray professional expenditures.

Travel Funds

Professional Counsellor Members not on special leave who are travelling to conferences, workshops and study sessions outside Dalhousie University may request financial assistance for travel and living expenses. Members should make application to the relevant Travel Committee dealing with such funds. In turn, the Travel Committee will make recommendations to the Provost & Vice-President (Academic) concerning the individual requests. Professional Counsellor Members are reminded that funds are allocated to Travel Committees for expenditure during the fiscal year, 1 April to 31 March, and that requests for support should be made as early as possible in the fiscal year (see [Clauses 30.33 and 30.34 of the Collective Agreement](#) for details, you will have to scroll down).

Supplemental Leave Grants

Professional Counsellor Members granted special leave should note that supplemental grants are available by application to the appropriate Committee on Research Development of the Office of Research Services. (see [Clause 30.22 of the Collective Agreement](#))

Research Grants for Professional Counsellor Members on Leave

Professional Counsellor Members should also be advised that a portion of the special leave salary may be paid to them as a research grant. As with the special leave grant described above Members should contact the Committee on Research Development of the Office of Research Services (see [Clause 30.28\(b\)](#) of the Collective Agreement).

Research Grants for Professional Counsellor Members Not on Leave

As in Clause 30.28, Professional Counsellor Members may apply to have part of their salary designated a research grant through the appropriate Committee on Research Development of the Office of Research Services. Professional Counsellor Members are reminded that research grants, claimed as tax exempt, will require careful record-keeping. You are advised to consult with **Canada Revenue Agency (CRA)** if you have questions or concerns regarding the advisability of claiming part of your salary as research grants (see [Clause 32.15](#) of the Collective Agreement).

Professional Development Allowance (PDA)

Professional Counsellor Members may apply to their Travel Committee for reimbursement of allowable professional expenditures that are not otherwise reimbursed by Dalhousie but relate to your responsibilities. Professional Counsellor Members may apply once during the period 1 January to 28 February for reimbursement up to the maximum amount (for the fiscal year 2012/13, the amount is \$700 plus any unspent monies from previous fiscal years; for the fiscal year 2013/14, the amount is \$709; for the fiscal year 2014/15, the amount is \$722).

Reappointment and Continuing Appointment

What follows is a brief review of these events. For a more detailed analysis of each process see booklet [Under the Microscope](#) on the DFA website, under publications. A paper copy is also available from the DFA office.

Reappointment

The Collective Agreement describes the criteria by which you are to be evaluated: (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.

Professional Counsellors who hold a limited term appointment for three consecutive years shall be entitled to consideration for a probationary or continuing appointment (see Clauses 13.02, 13.03 and 13.04).

If you have been given a Probationary contract, you will be considered for reappointment in the fall term of your third year (see Clause 13.04). If you have two or three years of relevant experience prior to your probationary contract, you may wish to have early consideration for your continuing appointment (see Clause 13.04: contact the DFA office for more information.) The Counsellor Appointments Committee, which is composed of all professional counsellor members will consider your reappointment. The Director makes a separate recommendation. The recommendations are submitted to the Provost & Vice-President (Academic). You are required to submit your documentation by 15 September (Clause 15.19(a)).

Continuing Appointment

If you have three or more years of full-time relevant experience prior to your initial appointment at Dalhousie, you may wish to be considered for a continuing appointment in the fall term of your third year as a Professional Counsellor at Dalhousie. However, for most Professional Counsellor Members consideration for a Continuing Appointment (Clause 13.04) occurs in the fifth year of your appointment.

The criteria by which you are to be evaluated for an appointment without term are the same as the criteria for reappointment (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.

Unlike tenure consideration where individual Faculties may establish Faculty Regulations for additional criteria and standards, Professional Counsellor Members are evaluated on the basis of the criteria and standards described in the Collective Agreement *only*.

If you have been given a Probationary contract, you will be considered for a continuing appointment in the fall of your 5th year, following successful reappointment consideration in the fall term of your third year (see Clause 13.04). If you have two or three years of relevant experience prior to your probationary contract, you may wish to have early consideration for your continuing appointment (see Clause 13.04: contact the DFA office for more information.) The Counsellor Appointments Committee, which is composed of all Professional Counsellor members will consider the continuing appointment. The Counsellor Appointments Committee is augmented by a person mutually agreeable to the Director and the Provost & Vice-President (Academic). The Director makes a separate recommendation. The recommendations are submitted to the Provost & Vice-President (Academic). You are required to submit your documentation by 15 September (Clause 15.19(a)).

While there is no specific provision in the Collective Agreement governing the deferral of consideration of reappointment and continuing appointment, Professional Counsellor Members on parental leave who wish to defer consideration should contact the DFA office for further information.

Student Evaluations and Personal Files

Principal Personal File

A personal file is any file that contains evaluative material about you. The Board is required to maintain a 'Principal Personal File' to which you have access on a two-day notice. Anonymous material is not permitted in your file nor can it be submitted in any review process. You have a right to petition for removal of false or misleading material.

Confidential material may be placed in your Personal File. From time to time – for example, an external referee as part of a reappointment or continuing appointment may request that his/her name not be given to the candidate. (Referees are advised that their identity will be made known to the candidate unless they request that their identity be kept confidential.) Such a request will be honoured by deleting the signature block and the letterhead only; the contents of the letter remain intact. If an unsolicited letter is received with a request for confidentiality, the author will be contacted and advised that only the letterhead and signature block can be removed and that the candidate will have access to the contents of the letter. The author may withdraw the letter if this disclosure is not acceptable.

Special File

When you undergo reappointment or continuing appointment consideration, a file is created. It will contain the material submitted by you as well as recommendations from the Counsellor Appointments Committee, the Director, the Provost & Vice-President (Academic) and others who have provided a recommendation. Like the Personal File, you have access to the Special File.

Student Evaluations

If you have taught a class, your students will have been asked to comment on your teaching effectiveness. Student surveys are placed in your Special File as part of a review process for reappointment or continuing appointment. Multiple choice responses are not considered anonymous material. Students are required to sign any comments that they make on a student evaluation form but the signature is excised before the evaluation is given to the Professional Counsellor Member. Completed student evaluation forms are to be provided to you within 30 days of the end of the academic year.

When evaluators consider the student surveys, they must take into account a variety of factors, including: number of times you have taught the course and consistency over time; number of students enrolled and the response rate; the Department mean and variability; class material, level and type of class and the expertise of the teacher.

Copyrights and Patents

Unlike many universities, Dalhousie does not claim ownership of your inventions, designs, etc. You have copyright in all materials prepared by you including print and digital media, computer programs, your own lectures, film, videotape and audio recordings. The Board does have some restricted rights to use some materials in its programs.

Glossary of Terms

Many of the acronyms and terms you will hear at Dalhousie may cause some confusion, particularly for newly appointed members. In order to demystify some of the more commonly used terms, we offer the following Glossary for your assistance (please note that an asterisk next to a term denotes a separate entry).

ABC: "Association-Board Committee"

Joint committee under the Collective Agreement* consisting of nominees from the DFA (the Association) and the Board of Governors. Functions include the clarification of ambiguities or anomalies in the Collective Agreement, and monitoring of the functioning of the Agreement between negotiations.

Bargaining Unit

The professors, instructors, professional librarians and professional counsellors, etc.) covered by the Collective Agreement.*

CAUT: "Canadian Association of University Teachers"

The national association of university academic staff of which the DFA is a member. Through CAUT the DFA participates in the formulation of CAUT policy on issues such as tenure, dismissal, academic freedom and so on. In addition CAUT assists the DFA by providing research and information. CAUT, under the direction of an elected Executive and a Council consisting of representatives from each member university association, also acts as an important lobby group, bringing concerns to the attention of the federal government. All members of the DFA are members of CAUT, receive its monthly Bulletin and are eligible for its benefits.

CAUT Defence Fund

A fund established by CAUT*, and administered by trustees elected by each member association; its purpose is to ensure the availability of financial support in the event of a strike or lockout. Defence Fund assistance has been an important component of the strikes by Members of the Bargaining Unit* in 1988, 1998 and 2002.

C.D.I.: "Career Development Increment"

An annual increment, normally received each 1 July, which recognizes and rewards the Member's career development. CDI is paid to Members of the professoriate and professional

librarians. A C.D.I. may not be withheld unless the relevant procedures contained in the Collective Agreement are followed. It is added to the Member's salary after the I.M.C.*

Collective Agreement or Contract

The DFA as sole bargaining agent for all members of the Bargaining Unit negotiates the terms of the Collective Agreement (or contract) on behalf of its Members with representatives of the Board of Governors. The Collective Agreement is the governing document as far as the rights and duties of Members are concerned, and contains provisions for salary, benefits, working conditions, and resolution of grievances. It also contains a "fairness and natural justice clause" binding on both the Board and the Association.

Council of Representatives

A Council consisting of representatives from each Department, School, College, Library or similar unit within the Bargaining Unit. It functions as one important conduit of information from the Executive Committee to the Membership; even more importantly, it is a way in which the Executive Committee can learn of the wishes and concerns of its Members.

DFA: "Dalhousie Faculty Association"

In addition to being the professional organization to which teaching and research members, Professional Librarians, Instructors and Professional Counsellors belong, this is also a certified trade union, consisting of a Bargaining Unit* covered by a Collective Agreement*, and of many non-Bargaining Unit members who choose to belong to the Association. The Association represents the interests of all its members whether or not they are part of the Bargaining Unit.

Executive Committee

A body elected by ballot annually, in April, by the members of the Association, including table officers (President, President-Elect, Second Vice-President, Secretary, Treasurer, and Past-President), one non-Bargaining Unit member and 10 Members-at-Large. This body acts as the central coordinating body within the Association, and provides the link to other associations such as CAUT*.

Grievance Committee

A Committee of the Association consisting of the Association's Professional Officer (ex officio), Chair, and several Grievance Officers, all of whom are members of the Association. Functions include acting as advocate for members involved in grievances with the University Administration; pursuing the Association's interests and those of its Members where the

Collective Agreement appears to have been violated; and working with Association lawyers on cases which require resolution through arbitration. This Committee reports through its Chair to the Executive Committee. The Committee also assists non-Bargaining Unit members who are experiencing difficulties in their dealings with the Administration.

I.M.C.: "Income Maintenance Change"

An adjustment to a Member's base salary, the purpose of which is to keep salaries constant in real terms; negotiated with each contract, I.M.C.s have often fallen short of the rate of inflation and should not be confused with a COLA (Cost of Living Adjustment), which would be an automatic rise in salary equivalent to the rate of inflation in the previous year. The I.M.C. is added to a Member's income before the C.D.I.*.

Member vs. member

In DFA parlance, a "Member" is one who belongs to the Bargaining Unit* (and is covered by the Collective Agreement), a "member" is one who belongs to the Association. One may be either a Member or a member; most commonly, one is both. There more than 800 Members of the Bargaining Unit and about 120 members of the DFA who are not in the Bargaining Unit.

NSGEU: "Nova Scotia Government and General Employees Union"

One of several other bargaining units on campus. Broadly speaking, the NSGEU represents all non-academic regular full-time and regular part-time employees of Dalhousie University who perform clerical, technical, non-professional library, and other non-academic duties.

Step

The Step is a fixed amount added to the Regular Salary Rate for Instructor and Professional Counsellor Members. Unlike the Career Development Increment (C.D.I.), the Collective Agreement does not contain a provision whereby the Step may be withheld. The Step is added to the regular salary rate *after* the addition of the I.M.C.

Y Value

Each Member of the Bargaining Unit has a Y Value, intended to fix his/her level of experience on the salary scales contained in the Collective Agreement. For full details, see [Appendix III](#) of the Collective Agreement. The salaries indicated on the scales represent the minima for each Y and maxima for each rank: one can be hired at a salary above the minimum for one's Y, but not above the maximum for one's rank.