

Working at Dal

What the Instructor & Senior Instructor 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 and instructors 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.

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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.

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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.

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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, tenure and sabbaticals, 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 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, instructor Members are appointed either to a limited term or a probationary contract (on rare occasions, instructor Members may be initially appointed at the rank of Senior Instructor). Each instructor Member is provided with a copy of his/her job description on appointment.

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, posting must occur when a position becomes vacant. When an instructor position is posted, “preference will be given to instructor Members who, in the judgment of the Departmental Appointments Committee, are suitably qualified for the position.”

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, instructor Members 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. Consideration for a continuing appointment at the rank of Senior Instructor will occur in the fifth year of your combined probationary appointments.

Workload

The duties of instructor Members are described in your job description, which is provided to you on appointment. Reasonable revisions to your job description may be made, when appropriate, by your Department in consultation with you. If there is a disagreement, the matter is resolved at a Departmental meeting at which all Members in the Department have a right to attend.

In general, instructor Members are required to “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” (Clause 12.06). Duties of instructor Members vary significantly across campus. In some instances, teaching may involve laboratory duties and in other cases may involve classroom instruction. Research and/or other scholarly work as well as administrative duties may also form part of your responsibilities.

If your workload exceeds the “normal workload performed in accordance with your existing job description”, you are entitled to additional remuneration “equivalent to that fraction of [your] salary that the overload represents of [your] normal workload.”

You are required to submit an annual report to the Dean, giving an account of your duties and accomplishments in the previous year.

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 instructor 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 Instructors/Senior Instructors.

For instructor Members: $Y = s + e + d$.

“s” represents the academic year in which your appointment is taken up plus the years of experience as an Instructor or similar position at Dalhousie or similar institution (in the Instructor Member part of the Y value section of the Collective Agreement, ‘s’ is the value of (a) + (b) . 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.

“e” represents the sum of weighted years of employment experience elsewhere that is related and relevant to the functions of your specific position (in the Instructor Member part of the Y value section of the Collective Agreement, ‘e’ is the value of (c)).

“d” refers to the credit for degrees obtained as follows. For a Master’s degree or equivalent = 1; for the B.Ed. degree or equivalent = 1; or for the Ph.D. degree or equivalent = 3, if the degree is in a related discipline.

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 salary paid to a new instructor Member will vary from Faculty to Faculty. For the most part, the Salary Scales do not represent the actual salary paid to individual instructor Members because the Board is able to award salaries on appointment above the Minimum for the Y value and Rank.

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

Income Maintenance Change

All instructor Members will receive an annual Income Maintenance Change (I.M.C.), usually on 1 July, which is the beginning of the academic year. All instructor and Senior Instructor 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 an instructor or Senior Instructor Member hits the Salary Maximum for their rank, all *newly* appointed instructor 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 instructor or Senior Instructor Member *after* the addition of the I.M.C.

In all cases, where an instructor or Senior Instructor 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.

Instructor and Senior Instructor 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 on approval of your Dean or Vice-President, if applicable. There is no pay in lieu of vacation on resignation or retirement.

If you are employed for less than 12 months in any year you are paid a monthly vacation payment in lieu of a paid vacation in the amount of 8% of salary earned in each month.

Pregnancy, Parental and Adoption Leaves

Instructor or Senior Instructor Members wishing to access pregnancy, parental and adoption leaves will note that the leave entitlements are identical. 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. Members who are subject to the two-week waiting period before receiving employment insurance shall receive an amount equal to 95% of the 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 educational 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

Educational Leaves

The deadline for applying for an educational leave is eight months prior to the date the requested leave is to commence. Applications are made to the Dean (or Vice-President, if applicable) and include a statement specifying the leave project. The Department must submit an “assessment and recommendation concerning the leave.” If the Dean and the Department agree to the proposed leave, the Dean recommends to the President within two months that the leave be granted.

Only Senior Instructors are eligible for educational leaves. Senior Instructors must have completed six years of service at Dalhousie to be eligible for an initial leave. Thereafter, Senior Instructors may be granted additional leaves after serving six years, counted from the resumption of regular duties following the educational leave. Leaves may be for a full year at 85% salary from July to June or January to December or a half-year at full salary. There is no provision for a leave after three years of service. Full year or half-year leaves may be taken in one or more segments.

If your Dean (or Vice-President, if applicable) asks you to defer your educational leave, you will receive an additional 2.5% additional salary support for each six-month postponement to a maximum of two years.

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An instructor Member must agree to return to duties at Dalhousie for a period equal to the period of your leave or reimburse the Board for the full amount of the financial assistance received from the Board during the leave. If the period of time is less than the leave, the reimbursement will be prorated.

Leaves of Absence

Instructor and Senior Instructor Members seeking a leave of absence from Dalhousie should apply through their Chairperson, Head, or Director, 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 Instructor and Senior Instructor 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 Instructor and Senior Instructor Members in non-credit courses at Dalhousie may be waived for reasons of professional development when approved by the Dean.

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 your Department Chair (Head or Director) 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 your Dean (or Vice-President, if applicable). 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 at: <http://www.dal.ca/dept/facilities/parking-at-dal/rates.html>

Health and Dental

Instructor and Senior Instructor Members may participate in the Major Medical Insurance Plan (Blue Cross). Members pay 40% of the premiums – the Board pays 60%. In addition, 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

Instructor and Senior Instructor Members not on educational 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 Faculty-level Committee dealing with such funds. In turn the Faculty-level Committee will make recommendations to the Dean concerning the individual requests. Members are reminded that funds are allocated to Faculties 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).

Supplemental Leave Grants

Instructor Members granted educational 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 Instructor Members on Leave

Instructor Members should also be advised that a portion of the educational leave salary may be paid to them as a research grant. As with the educational 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 Instructor Members Not on Leave

As in Clause 30.28, instructor and Senior Instructor 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. 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)

Instructor and Senior Instructor Members may apply to their Faculty-level committee for reimbursement of allowable professional expenditures that are not otherwise reimbursed by Dalhousie but relate to your responsibilities. 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, Tenure and Promotion

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

If you have been given a Probationary contract, you will be considered for reappointment in the Fall term of your third year. (If you have held a limited term appointment prior to your probationary contract, you may be able to reduce the period of service on your probationary contract – contact the DFA office for more information.)

The Department is required to develop written procedures for the evaluation and assessment of instructor Members based on the criteria in Article 12 of the Collective Agreement. Your assessment will focus on the “effectiveness and general competence with which [your] teaching and other assigned duties are carried out.” (Clause 12.08) In addition, the Collective Agreement requires that the “judgment shall relate to the normal performance level of other Members with the same general responsibilities, and/or experience.” (Clause 12.09)

The reappointment process is a two-step procedure. You are required to submit your documentation to your Department Appointments Committee by 15 September.

The Department Appointments Committee must include an instructor Member from the Department (if no instructor Member is available, the Faculty Association shall name an instructor Member to serve on the committee). The Committee makes a recommendation to the appropriate Dean or Vice-President. You will be informed of the decision of the Dean or Vice-President normally by 31 October. Reappointment to a subsequent probationary contract of three years follows a positive decision by the Dean or Vice-President.

Senior Instructor with Continuing Appointment

If you have completed at least four years of service, you have the right to be considered for classification as a Senior Instructor. You may request early consideration for an appointment as a Senior Instructor by writing to your Dean or Vice-President. Classification as a Senior Instructor carries with it a continuing appointment.

As with reappointment, consideration for a Senior Instructor appointment is a two-step process. The procedure is described above. The Department 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.”

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

While there is no specific provision in the Collective Agreement governing the deferral of consideration of reappointment and continuing appointment, instructor 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. Your 'Principal Personal File' is contained in the office of your Dean or Vice-President, if applicable. You have access to that file (requires 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 an instructor Member review process – 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 a reappointment or Senior Instructor with continuing appointment process, a Special File is created. It will contain the material submitted by you as well as recommendations from the decision makers. Like the Personal File, you have access to the Special File.

Student Evaluations

Student surveys seeking feedback on your courses are placed in your Special File as part of a review process for reappointment or Senior Instructor with continuing appointment process. 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 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

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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

An annual increment, normally received each 1 July. Unlike the C.D.I., the Step may not be withheld. The Step is added to the Instructor/Senior Instructor Member's salary after 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.