

## **AMA PROFESSIONALIZATION DOCUMENT**

The recommendations put forth in this document reflect a growing realization of many archaeologists practicing their profession in Manitoba that there is a need for some explicit, agreed to "common ground." Archaeologists are working increasingly in publicly accountable situations without developed avenues of peer scrutiny. Archaeologists are finding themselves increasingly in pressure situations where decisions affect the resource base and involve significant monetary and legal consequences. Archaeologists increasingly are competing among themselves and with other heritage resource interests for recognition of the significance of current projects and for funds to support those projects.

During the past few months an ad hoc committee of the AMA has worked to develop a reasonable set of common ground principles to which archaeologists in every field and level of the profession could voluntarily ascribe. These principles would provide guidelines for professional behaviour of archaeologists in Manitoba. Hopefully such guidelines will begin the transformation of archaeology from the balkanization of interests and individuals, as we now know it, to a professional association similar to those of such disciplines as landscape architecture, planning, and industrial design.

The present document is not comprehensive, nor final. It does, however, consist of several key elements basic to the establishment of a professional association:

1. Aims and Objectives
2. Benefits Provided by the Association
3. Conditions of Engagement
4. Code of Ethics
5. Constitution

We welcome discussion and revision. Your scrutiny and input at this stage is most vital in readying the document for final form and acceptance. Revision and approval by the AMA membership of these elements are essential before we can deal with more complex professional areas such as archaeological standards. After you have read the document, please direct your comments BEFORE April 1st 2008 to the ad hoc committee ([suggestions@assocmanarch.com](mailto:suggestions@assocmanarch.com)).

### **AIMS/OBJECTIVES – PROPOSED**

1. To promote archaeology in Manitoba.
2. To maintain the integrity and competence appropriate to the practice of Archaeology.
3. To provide an authoritative source of information concerning Archaeology.
4. To promote professional interaction and sharing of archaeological information.
5. To promote the conservation of archaeological resources.
6. To promote the understanding and advancement of Archaeology.

### **BENEFITS PROVIDED BY THE ASSOCIATION**

1. Professional Recognition:
  - membership card
2. Conditions of Engagement
3. Professional Advancement:
  - Review and promotion of policies, legislation, practices, marketing, etc.
4. Professional Development
  - support for grants
  - review of papers
  - workshops and conferences

## 5. Newsletter of the Association

- (if the Association becomes large enough it may eventually want to consider forming its own journal or occasional papers series.)

## **CONDITIONS OF ENGAGEMENT**

### *1) Conduct*

Professional consulting archaeologists (PA), avocational archaeologists, students, academics and lay persons who are members of the Association of Manitoba Archaeologists will abide by the Association of Manitoba Archaeologists code of professional conduct.

### *2) Confidentiality*

The client agrees to provide and all information having a direct bearing on the successful outcome of the project. The Professional Archaeologist agrees that all information provided by the Client shall be treated as confidential and shall not be divulged.

### *3) Professional Standing*

The Professional Archaeologist reserves the right to refuse a project or part thereof connected with activities and practices that the Professional Archaeologist may deem to be detrimental to the Professional Archaeologists reputation or professional standing.

### *4) Confirmation*

A purchase order, contract, or other written confirmation shall be required by the Professional Archaeologist prior to commencement of the project.

### *5) Quotations*

Specifications provided by the Client must be comprehensive, complete, and in writing. Quotations are subject to amendment or withdrawal at any time prior to the receipt and acceptance by the Professional Archaeologist of a signed Client confirmation. Time estimates are subject to change upon reasonable notification to the Client.

### *6) Use of Work*

Heritage resources assessments and scientific reports and monographs and other work carried out during the course of a project shall not be used in any manner or intent other than that which is outlined in the contract that will or may result in misinterpretation of the intent without the prior approval of the Professional Archaeologist.

### *7) Liability*

The Professional Archaeologist is not responsible for errors or omissions of any work produced based on erroneous information supplied by the Client. No financial responsibility is assumed by the Professional Archaeologist for errors or damages resulting from such misinformation.

### *8) Legal Responsibility*

The Client will identify and hold the Professional Archaeologist safe and harmless against any legal prosecution or suit arising from or prompted by the use of any material supplied to the Professional Archaeologist by the Client or his agents.

### *9) Force Majeure*

The Professional Archaeologist is not responsible for delays in delivery caused by strikes, fires, floods, rains, disease and/or any other similar circumstances beyond the Professional Archaeologist's control. The Professional Archaeologist is responsible for prompt notification to the Client when such circumstances arise.

### *10) Modifications*

No modifications or alterations to any assessments, reports, exhibits or other works that compromise or appear to compromise the integrity of such works may be made by the Client or his agents.

### *11) Rushed Work*

Any work required in advance of an agreed time-table or any shortening of the contract period shall be charged for and paid at an additional rate agreed to in advance or failing agreement as determined by the Professional Archaeologist.

*12) Fee Scheduling*

The fees and schedule of payment shall be agreed to in writing in advance of commencement of the project.

*13) Interpretation*

Any questions arising out of these Conditions of Engagement may be referred by the Professional Archaeologist or the Client to the Professional Practices Committee of the Association of Manitoba Archaeologist provided such advice is to be sought on a joint statement or undisputed facts submitted jointly by both parties.

*14) Arbitration*

All disputes, questions or differences whatsoever arising out of these Conditions of Engagement or the construction or application thereof or any cause or thing contained therein or any accounts liability or act to be made hereunder or as to any other matter in any way relating to the said Conditions of Engagement which can not be determined in accordance with the provision as set out in Section 13 herein may be referred to the arbitration of a person appointed in agreement by both parties. Failing agreement in ten (10) working days each party shall appoint one arbitrator and these two shall appoint a third. The decision of the arbitrator or arbitrators shall be final.

*15) Termination*

An agreement shall be terminated if either party commits a breach and fails to remedy the breach in ten (10) working days of receiving written notification from the other party specifying the breach and requiring its remedy. On termination or postponement of the project or any part of it for any reason the Professional Archaeologist shall be entitled to full remuneration for work completed to date together with all expenses including demobilization and permit fulfillment costs.

*16) Storage and Handling*

Where the Client provides equipment it shall be in proper and safe working condition and the Professional Archaeologist is not responsible for normal wear and tear.

17) The Conditions of Engagement and all other express terms of a contract shall be governed and construed in accordance with the laws of Canada and the province in which the project occurs. The Client and the Professional Archaeologist shall be bound by the conditions set forth in all archaeological investigation permits obtained on the behalf of the client for his project.

*18) Public Access to Heritage Information*

Access to scientific information shall be a public right as provided in federal and provincial heritage resources legislation. The AMA believes that archaeologists have an ethical responsibility to make the information as broadly available as possible in as many formats as possible for the educational and all public sectors.

*19) Disposition of Artifacts and Scientific records (Professional and Avocational Archaeologists)*

All artifacts and scientific records shall be deposited in facilities approved by the appropriate provincial minister upon completion of the project. Avocationalists will need to report regularly to Historic Resource Branch and maintain professional care of the collections they have.

## **CODE OF ETHICS**

It is of paramount importance that all aspects of the archaeological industry be properly represented by capable practitioners, who by virtue of their training, experience and conduct, demonstrate that they belong to a highly skilled profession. The real measure of professionalism, however, is not simply belonging to a professional association, but conducting oneself in a responsible, professional manner. Deed rather than word will ultimately determine whether archaeology will be truly recognized as a profession in the marketplace. It is also essential that

archaeology be supported and respected by the public. The only way this can be achieved and maintained is through the professional conduct of archaeologists. This Code of Ethics sets forth the professional responsibilities and obligations of archaeologists, thereby providing a guide for members, employers and clients.

**1.0** This Code issued by the Association of Manitoba Archaeologists, hereinafter known as the Association, defines a workable pattern of professional conduct for the benefit of members of the Association, for the Profession of Archaeology, and for those who engage the member's services.

**2.0** All members of the Association undertake as a condition of membership that they will abide by this Code, whether they are self-employed; are principals employing both members and non-member staff; are employed by a member or non-member in private practice; or are employed by a university, college, museum, public interest organization, commercial firm, municipal government, city government, provincial government, or federal government. Members should ensure that their non-member staff observes this Code,

**3.0** The AMA executive is empowered to review complaints of unethical practice submitted by any person, any group, or any client. The Committee is empowered to question any member thought to be behaving in a manner contrary to this Code. The Committee may, as a result of its findings, reprimand, suspend, or expel any member found in contravention of the Code.

**3.1** A member has the right to appeal to the Executive should he/she be dissatisfied with the Ethic/Disciplinary Committee's findings. The Committee's findings should not be considered binding until ratified by the Executive within 60 days.

**3.2** The AMA shall take care to protect members from charges of unethical conduct with malicious intent. The Committee is empowered to investigate situations involving charges of unethical conduct with malicious intent with respect to members.

**4.0** The Archaeologist's Responsibility to the Public.

As the Profession of Archaeology depends on the protection of and access to a non-renewable heritage resource that is either publicly owned or shared by the citizens of Manitoba and Canada, members work with the implicit consent and trust of the public, It is therefore essential that the relationship between archaeologists and the general public be favorably maintained through professional conduct.

**4.1** Members shall represent, in a responsible manner, archaeology and its research results to the public. Information on archaeological matters should be disseminated to the public, provided that such actions do not endanger archaeological resources and do not compromise professional integrity.

**4.2** Members shall ensure the protection and understanding of archaeological resources, including on-site and off-site materials. The ultimate responsibility of the Association and its members is to the protection of the archaeological resource base.

**4.3** Members shall respect the property rights of landowners, and accede to reasonable requests during on-site investigation without endangering the resource base or contravening the Code of Ethics and professional standards.

**4.4** Members shall support and comply with the terms of the UNESCO Convention on the means of prohibiting and preventing the illicit import, export and transfer of ownership of cultural property, as adopted by the General Conference, 14 November 1970, Paris.

**4.5** Members shall be familiar with and comply with relevant federal, provincial and municipal laws, policies and guidelines, provided that they do not endanger the archaeological resource base. Where these guidelines endanger the archaeological resource base, the members shall endeavor to rectify the offending section of those laws.

**4.6** Members shall not engage in any illegal or unethical conduct involving archaeological matters. Nor will members knowingly permit the use of their names in support of any illegal or unethical activity involving archaeological matters. Members will not engage in conduct involving dishonesty, fraud, deceit or misrepresentation about archaeological matters.

**4.7** Members may give a professional opinion, make a public report and give legal testimony involving archaeological matters only if the member is as thoroughly informed as might reasonably be expected.

**4.8** Members shall not undertake any research or project that affects the archaeological resource base for which a member is not qualified.

**5.0** The Archaeologist's Responsibility to Fellow Practitioners

From time to time members may find themselves called upon to comment on another archaeologist's work, and in a consultative capacity may reasonably be expected to do so. Personal opinion must play a significant part in any criticism, but members should be aware of the fine dividing line between objective and subjective criticism. Personal denigration amongst members is intolerable, and the Association will support any member who is shown to have been so affronted.

**5.1** The Association regards plagiarism with intent in written or oral communication as wholly unprofessional and unacceptable,

**5.2** Members shall give appropriate credit for work done by others.

**5.3** No member shall knowingly seek to supplant another archaeologist currently working on a project, during the tenure of the contract or Provincial permit. There are occasions when more than one archaeologist may be engaged on the same project either as a subcontractor or in a joint venture. When a member is subcontracted by another member, it is understood that the member whose services are subcontracted shall not seek to supplant the services of the member holding the contract with the client. The holder of the contract with the client shall be considered the sole "client" by the subcontractor and in no way may the subcontractor claim otherwise, nor subsequently approach the original client to solicit business. Joint ventures must take sufficient care to define the limits of responsibility of each party that rights to authorship are clearly delineated, and that provisions for dissolution of the joint venture are equitable and shall not jeopardize the client or the profession. So that orderly transfer of contract may be affected between one archaeologist and another, the archaeologist to whom the contract is being transferred must obtain written assurance from the client that any previous association has been terminated or does not impinge on the scope of work of the archaeologist of record. Further, the archaeologist to whom the contract is being transferred is obligated to inform the archaeologist of record in writing of the transfer, and shall determine if there are any impediments to the orderly transfer of contract.

**5.4** It is in the interest of the Archaeological Profession that the employment of qualified archaeologists be increased. Members therefore may promote their own services and fields of practice in which they work. It is essential, however, that such promotion shall be actually correct, and shall not contravene this Code, nor cause harm to fellow members, Members shall not advertise in an unprofessional manner by making misleading statements about their qualifications and experience.

**5.5** No member shall purport to represent the Association officially without the prior written authorization to do so from the Executive or a duly appointed committee chairperson.

**5.6** Members shall stay informed and knowledgeable about developments in their fields of specialization.

**5.7** Members shall communicate and cooperate with colleagues having common professional interests. Members shall respect colleagues' interests in, and rights to, information about sites, areas, collections, or data where there is mutual active or potentially active research concern. Members shall not refuse a reasonable request for research data.

**5.8** Members undertaking research that affects the archaeological resource base will do so only if reasonably prompt, appropriate analysis and reporting can be expected. Members without undue delay shall prepare and properly disseminate an accurate description of research and its results.

**5.9** Members shall report violations of this Code to the Ethics Committee.

**6.0** The Archaeologist's Responsibility to Employers and Clients Good professional relations between an archaeologist and his clients or employers depend upon the archaeologist's professional and technical competence and upon his/her ability to provide honorable advice and efficient performance,

**6.1** The Association recommends the use of the Conditions of Engagement to promote proper working relationships between members and their clients.

**6.2** Members shall respect the interests of the employer or client, so far as they are consistent with the public welfare and this Code and Standards of the Association.

**6.3** Members who encounter archaeological problems beyond their competence shall recommend to employers or clients the employment of other archaeologists or other expert consultants.

**6.4** Members who recommend the employment of another archaeologist or other person shall not accept compensation or anything of value for this service, unless such compensation or thing of value is fully disclosed to the potential employer or client,

**6.5** Members shall refuse to comply with any request or demand of an employer or client which conflicts with this Code and Standards of the Association. Members shall not recommend nor participate in any research or archaeological project which fails to comply with the requirements of the Standards of the Association.

**6.6** Members shall exercise reasonable care to prevent their employees, colleagues, associates and others whose services are utilized by the members from revealing or using confidential information. Confidential information is knowledge of a non-archaeological nature gained in the course of employment which the employer or client has requested be held inviolate, or the disclosure of which would be embarrassing or would be likely to be detrimental to the employer or client. Information ceases to be confidential when the employer or client so indicates or when such information becomes publicly known. Members shall not reveal confidential information, unless required by law.

**6.7** Members shall not use confidential information to the disadvantage of the client or employer; nor shall members use confidential information for their own advantage or for the advantage of a third party, unless the client consents after full disclosure.

## **CONSTITUTION ASSOCIATION OF MANITOBA ARCHAEOLOGISTS**

### **I. Name**

1. The name of the organization shall be the Association of Manitoba Archaeologists.

### **II. Purpose**

1. We are a group of individuals concerned -with archaeology relevant to Manitoba. Our goals shall be:

- a. to promote the scientific study of archaeology in the province,
- b. to foster the development of cooperative programs of research,
- c. to preserve archaeological sites,
- d. to foster the free interchange of archaeological information,
- e. to implement and support programs of public education about archaeology,
- f. to actively seek and support policies at all levels of government which assist and encourage our aims,
- g. to encourage societies and institutions in the province which deal with archaeology.

### **III. Membership**

1. Membership in the association shall be open to all persons working in the field, avocational, students and interested lay persons. Every attempt shall be made to encourage representations from the various archaeological organizations and institutions within the province of Manitoba.
2. Membership in the organization shall run from the period of the Annual General Meeting (usually October) to the same period the next year.
3. Voting members shall be any persons who share the goals of the association and have paid the membership dues for the current year.
4. Members may be removed from the association by two-thirds (2/3) vote of the quorum at a regular meeting, of which the candidate for removal has been given due notice (three weeks). If, indeed, the membership votes the candidate's removal at said meeting, he or she may prepare a written or oral appeal to be submitted to the membership at the next regular meeting.
5. Reasons for removal of a member of the association shall be:
  - a. contravention of existing legislation concerning archaeological sites and objects,
  - b. actions contrary to the ideals and accepted standards of the association,
  - c. improper use of membership or unethical professional behavior,
  - d. six months or more delinquency in paying membership dues for the current year.

#### **IV. Organization**

1. The Executive of the association shall consist of a President, a Vice-President, a secretary, a Treasurer, and a Program Chair.
2. The President, to be elected by the voting membership for a two year term beginning at the Annual General Meeting, shall have the following duties:
  - a. to encourage that meetings be held under the auspices of various groups and institutions,
  - b. to cooperate with the Secretary to insure organizational continuity,
  - c. to serve as the head of the association in contact with other institutions,
  - d. to appoint committees as needed, on the advice of the membership,
  - e. to chair business meetings.
3. The Vice-President, to be elected by the membership for a two year term coinciding with that of the President, shall assist the President in his duties, and take his place should the situation arise.
4. The Secretary, to be elected by the membership for a two year term commencing in May, shall be responsible for:
  - a. mailing and correspondence,
  - b. information dissemination,
  - c. recording and dissemination of minutes,
  - d. keeping the membership list up to date and accurate,
  - e. passing on the office in an orderly manner.
5. The Treasurer, to be elected by the membership for a two year term coinciding with that of the President, they shall be responsible for:
  - a. collecting and dispensing of monies,
  - b. shall maintain a monthly balance sheet and shall produce a final detailed annual financial summary statement which is supported with an auditor's statement. The Treasurer may serve concurrently as the Secretary and should be bonded.

#### **V. Meetings**

1. There will be an Annual General Meeting held in the fall and held in conjunction with the MAS Annual Conference and Annual Meeting whenever it is feasible.
2. Meetings shall be open to the public and their attendance and participation shall be encouraged.
3. The quorum at meetings shall be five (5) voting members including at least two (2) members of the Executive.
4. As much as possible, meetings shall be held at different institutions on a rotating basis.
5. Mail ballots may be employed for the election of the new Executive and changes to the By-Laws, and will be employed in cases of amendments to the Constitution.

6. Robert's Rules of Order shall be the preferred standard for the conduct of meetings.

#### **VI. Amendments**

1. Amendments to the Constitution must be passed by two-thirds (2/3) of all those who vote.
2. Written notice must be given on month in advance to the membership on any amendment to be made.

#### **VII. By-Laws**

1. A set of by-laws shall be maintained by the President. The by-laws shall consist of rules, regulations, etc. of the organization not included in the Constitution.
2. Additions and deletions to the by-laws shall be by a majority vote (fifty percent plus one) at a monthly meeting.

#### **VIII. Dissolution**

1. In the event that the association should dissolve, all records shall be given by the Secretary to the Staff Archaeologist for the Province of Manitoba.
2. Any monies remaining shall be disposed of by the Treasurer and Finance Committee with the approval of the voting membership.

#### **BY-LAWS OF THE ASSOCIATION**

1. The annual membership dues for voting members shall be established at the Annual General Conference (usually in October).
2. Special levies may be assessed as needed by the executive and subject to the approval of a majority of the membership (50% plus one) at any given meeting.
3. There shall be a conference each fall to keep the membership apprised of the fieldwork done during the previous field season. The date of the conference shall be set by the Executive.