

**Agreement Between**

**SAINT MARY'S UNIVERSITY**

**and**

**CUPE LOCAL 3912**

**September 1, 2020**

**to**

**August 31, 2024**



**Saint Mary's  
University**

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## **PARTIES TO THE AGREEMENT**

This Agreement, hereinafter referred to as the “Agreement” is entered into this 2nd day of March, 2023 by and between Saint Mary’s University, a body corporate, incorporated under the laws of the province of Nova Scotia, hereinafter referred to as the “Employer” and the Canadian Union of Public Employees, Local 3912, hereinafter referred to as the “Union.”

## **GENERAL PURPOSE**

The parties mutually recognize that the purpose of the University, as defined in the Saint Mary's University Act, 1970, is to provide a facility for higher education through teaching, research and community service. Both parties agree to work cooperatively towards developing the quality and effectiveness of the education provided by the University by maintaining a cooperative, collegial and harmonious relationship, which is characterized by mutual respect. Thus, this agreement sets forth terms and conditions of employment for part-time faculty and provides a method for settling differences, which may arise from time to time between the parties.

**ARTICLE 1            DEFINITIONS**

1.1            The following definitions refer to terms included in this agreement:

Academic year	designates that period extending from September 1 to May 15 of the following year.
Course	means a full credit course or equivalent unless otherwise stated.
Day	means working day unless otherwise stated, recognizing for the purposes of Articles 12 and 13 working day means Monday to Friday excluding statutory holidays.
Dean	designates the Dean of a Faculty.
Employee	an individual being paid by Saint Mary's University to teach credit courses on a per course basis in accordance with Article 3.
Employer	designates the Board of Governors of Saint Mary's University, as defined in the Saint Mary's University Act, 1970, as amended from time to time.
Part-time faculty member	a member of the faculty of Saint Mary's University employed to teach on a per course contract up to a maximum of 2.0 full credit courses per academic year and/ or a maximum of 2.0 full credit courses during summer school.

Senate designates the academic Senate of Saint Mary's University as defined in the Saint Mary's University Act, 1970.

Year means calendar year unless otherwise stated.

1.2 Throughout this agreement the use of the pronouns "they/them/their" shall be understood to include plural and/or the singular, as the context may require.

## **ARTICLE 2 MANAGEMENT RIGHTS**

2.01 The University retains and shall possess and exercise all rights and functions that the University possessed prior to the signing of this collective agreement, excepting only those that are expressly relinquished or restricted in this agreement.

Without limiting the generality of the above, these rights and functions include (but are not limited to) the University's authority to:

- (a) hire, terminate, classify, transfer, direct, reprimand, suspend or discharge or otherwise discipline employees;
- (b) determine the work requirements, the responsibilities and the standards of the work to be performed and to evaluate employees;
- (c) specify assignments for employees;
- (d) expand, reduce, alter, combine, transfer or terminate any function or service, which may be performed by members of the bargaining unit;
- (e) determine the size and composition of the workforce according to the needs of the University;

- (f) make or amend policies, procedures and practices provided such policies, procedures and practices applying to members of this bargaining unit are not contrary to the terms of this Agreement;
- (g) maintain order and efficiency and generally manage the University, direct the workforce, and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

### **ARTICLE 3 RECOGNITION**

3.01 The Employer recognizes the Union as the sole collective bargaining agent for the members within the bargaining unit as defined by LRB No. 4370 (Section 23) dated the 14th date of June, 1996, made by the Labour Relations Board (Nova Scotia), and as clarified by letter from the Labour Relations Board (Nova Scotia), dated the 19th day of June, 1996, see Schedule “A,” with the following amendments:

- (a) Excluding persons holding full-time academic appointments at other universities who teach, lecture, or instruct at Saint Mary’s pursuant to an arrangement between institutions, who are not paid directly by Saint Mary’s University.
- (b) If a full-time employee of Saint Mary’s University is teaching a course as part of her or his regular duties and is not receiving additional remuneration for said teaching, that portion of her or his salary which shall be deemed remuneration for teaching will be equal to the stipend paid to a non-regular full-time employee of the university who teaches the same number of courses on a part-time basis.



- (c) This bargaining unit has representation rights over the teaching component of a regular full-time employee's work.

**ARTICLE 4 NO DISCRIMINATION**

4.01 The Employer and the Union agree that there shall be no discrimination in accordance with the Nova Scotia Human Rights Act against any employee because of age; race; colour; religion; creed; sex; sexual orientation; gender identity; gender expression; physical or mental disability (except in those cases where the disability precludes the performance of employment duties); an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

**ARTICLE 5 UNION MEMBERSHIP AND CHECK-OFF**

- 5.01 No employee is required to join the Union as a condition of employment. However, each employee, whether a member of the Union or not, shall pay to the Union the equivalent of Union dues.
- 5.02 The University shall deduct any dues or the equivalent of dues levied by the Union on its members.
- 5.03 Deductions shall be forwarded in one cheque to the National Secretary–Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, ON, K1G 0Z7, not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and gender of employees from whose wages the deductions have been made.

- 5.04 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.
- 5.05 The Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any Employee pursuant to 5.02 hereof.
- 5.06 At the beginning of each semester, the Employer agrees to provide the CUPE Local 3912 Office with a list via email of the names of all members of the bargaining unit, including department and wages for each as well as the mailing addresses, current phone numbers and e-mail address where available. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the bargaining unit.

## **ARTICLE 6 CORRESPONDENCE**

- 6.01 Copies of all correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Vice-President, Academic and Research of the University or her or his designate and the Vice-President of the Union or her or his designate.

## **ARTICLE 7 FREEDOM OF INFORMATION/PROTECTION OF PRIVACY (FOIPOP)**

- 7.01 The parties acknowledge the principles of freedom of information and protection of privacy and agree that this agreement shall be applied in accordance with the terms of the *Freedom of Information and Protection of Privacy Act*. Part-time faculty will cooperate with the Employer in effecting compliance with this Act.

## **ARTICLE 8                    COPIES OF THE AGREEMENT**

8.01            The Employer will make an electronic copy of this agreement available on the University website within fifteen (15) days of the signing of the agreement and provide the Union with an electronic copy in PDF and Word format. The Employer agrees to provide two original signed copies of the Collective Agreement to the CUPE National Representative or designate.

8.02            Each letter of initial appointment shall provide a link to an electronic copy of the Agreement on the University website and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement.

## **ARTICLE 9                    LABOUR/MANAGEMENT COMMITTEE**

9.01            The Employer and the Union will establish an Employer-Union Committee made up of three representatives appointed by the Union (the Vice President of the bargaining unit at Saint Mary's University, a member with precedence at Saint Mary's University [if a member with precedence is not available, a member on probation at Saint Mary's University may be appointed], and the President of CUPE Local 3912) and three authorized management representatives of the Employer. An Employer and a Union representative shall be designated as Joint Chairperson and shall alternate in presiding over the meetings. It is understood that the Committee may invite other persons to any of its meetings, provided that there is agreement in advance of all members of the Committee that such additional person(s) be present.

9.02            The Committee shall attempt to foster good communication and effective working relationships between the parties and the spirit of cooperation and goodwill within the University. The Committee will be a forum for either party to raise and discuss operational concerns, which bear upon part-time faculty members. The Committee shall not substitute for, nor interfere with, regular

procedure (including grievance and arbitration) and decision-making mechanisms. The Committee shall not have the power to add to, modify or amend this Agreement.

- 9.03 The Employer-Union Committee will meet at the request of either party at a mutually convenient time. A recording secretary provided by the Employer shall prepare the minutes and send copies of the minutes to the committee members, the Secretary of the Union, the CUPE National Representative and the Office of the Vice-President, Academic and Research. The participation of employees on this Committee shall not interfere with the employee's teaching responsibilities.

**ARTICLE 10            BARGAINING RELATIONS & AUTHORIZED REPRESENTATIVES**

- 10.01 The Employer shall not without the consent of the Union bargain with or enter into any agreement with a member or group of members of the bargaining unit other than those designated by the Union. Provided, however, that so long as the salary floors of the Agreement are adhered to, the Employer may bargain with individual Members with respect to an upward adjustment of salary levels if necessitated by the program being taught, market conditions and/or geographic location. The Employer shall notify the Union of any upward adjustment in an Employee's individual salary, and the reasons for said upward adjustment in salary, prior to issuing the contract.
- 10.02 The Employer shall consider and respond to requests from the Union for information relevant to matters under the Collective Agreement in accordance with Article 7.
- 10.03 Involvement of Union members in collective bargaining shall not interfere with the members' teaching responsibilities.

10.04 The Union agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the Employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its departmental representatives, including the name of the CUPE National Representative assigned to Local 3912. Any correspondence between the Union and the University shall be in accordance with Article 6.01.

10.05 The CUPE National Representative assigned to the Union shall have access to the University premises to discuss Union business with the Employer and/or Employees covered by this Agreement, but in no case shall the visit interfere with the progress of the work. The Representative shall advise University officials of the visit prior to the occurrence.

#### **ARTICLE 11 NO STRIKES/LOCKOUTS**

11.01 It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the *Nova Scotia Trade Union Act*, unless all the requirements, conditions and limitations specified in the said Act are adhered to.

11.02 In the event that any employees of Saint Mary's University, other than those covered by this Agreement, engage in a lawful strike or are locked-out, Employees covered by this Agreement shall not be directed to perform work normally done by those Employees on strike or locked out.

#### **ARTICLE 12 GRIEVANCE PROCEDURE**

12.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

## 12.02 Informal Discussion

Both parties agree that it is in their interest to attempt to resolve disagreements by informal discussion. To this end, an employee who feels they may have a grievance will initially and verbally discuss their concerns with their department chair and/or representatives of the administration. The employee may have a Union Representative present, if so desired. Informal discussions are without prejudice.

The informal discussion stage must be completed within ten (10) days of the grievable event or within ten (10) days of the date that this event could reasonably have been known by the grievor to have occurred.

Failing satisfactory resolution of the potential grievance at the informal stage, or if there is no response from the University, the informal stage is deemed to be concluded and the grievance procedure may be invoked. Informal resolutions are subject to ratification by the Dean of the faculty concerned.

A formal grievance must be initiated within twenty five (25) days of the date of the grievable event or within twenty five (25) days of the date that this event could reasonably have been known by the grievor to have occurred or within fifteen (15) days of the date that the Dean has rendered a decision in the informal process.

## 12.03 Individual Grievances

Step 1 The Union shall present a written grievance to the Dean of the faculty concerned, except in the case of a suspension or termination when the Union may proceed directly to Step 2 by presenting a written grievance to the Vice-President, Academic and Research. Within fifteen (15) days of receipt of the grievance, the Dean shall

call a meeting with the appropriate parties to discuss the grievance. The Dean shall, within fifteen (15) days after such meeting, render a decision in writing to the parties concerned (hereinafter called the "first stage decision").

Step 2 If the first stage decision does not resolve the grievance, the Union shall refer the matter to the Vice-President, Academic and Research within fifteen (15) days of the date of receipt of the decision of Step 1 or of the date such decision should have been given. The submission to the Vice-President, Academic and Research shall be in writing and shall include a copy of the grievance and a copy of the first stage decision. Within fifteen (15) days of receipt of the submission, the Vice-President, Academic and Research shall call a meeting with the appropriate parties to discuss the grievance. The Vice-President, Academic and Research shall, within fifteen (15) days after such meeting, give a decision in writing to the parties concerned.

Step 3 Failing a satisfactory settlement being reached at Step 2; the Union may refer the dispute to arbitration pursuant to Article 13.

#### 12.04 Union Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure outlined in 12.03 may be by-passed.

#### 12.05 Employer Grievance

Step 1 Where the Employer has a grievance the matter will be submitted in writing to the President of the Union. Within fifteen (15) days of receipt of the submission, the President of the Union shall call a

meeting with the appropriate parties to discuss the grievance. The President of the Union shall, within fifteen (15) days after such meeting, give a decision in writing to the Employer.

Step 2 Failing a satisfactory settlement being reached at Step 1; the Employer may refer the dispute to arbitration pursuant to Article 13.

12.06 All time limits set forward in this Article and Article 13 are mandatory. They may, however, be extended by mutual consent of the parties in writing. If the grievor fails to process a grievance within the mandatory time limits provided for in the grievance procedure, the grievor will be deemed to have abandoned the grievance.

12.07 The involvement of Union members in the grievance procedure shall not interfere with the members' teaching responsibilities.

12.08 Submissions and replies to individual grievances (12.03), Union policy grievances (12.04) and Employer grievances (12.05) shall be made in writing via email.

### **ARTICLE 13            ARBITRATION**

13.01 No matter may be submitted to arbitration under this Article unless settlement thereof has been attempted through all of the steps of the grievance procedure outlined in Article 12. Failing resolution of the grievance under the provisions of the grievance procedure outlined in Article 12, the Union or Employer may, within fifteen (15) days of the conclusion of the last step of the grievance procedure, give notice of intent to submit the grievance to arbitration.

13.02 Within fifteen (15) days of receipt of the written notice of intent to submit the grievance to arbitration, a single arbitrator may be appointed by mutual agreement between the parties.



13.03

- (a) If a single arbitrator is not appointed under Article 13.02, within fifteen (15) days thereafter, the party referring the matter to arbitration shall notify the other party in writing indicating the name, address and telephone number of its nominee to an arbitration board. Within fifteen (15) days thereafter, the other party shall respond in writing indicating the name, address and telephone number of its nominee to the board. The two (2) nominees shall then select a chairperson within fifteen (15) days.
- (b) If either party fails to name a nominee or if the two nominees fail to agree on a chairperson within the specified time limits under 13.03 (a), any required appointment shall be made by the Minister of Labour for the Province of Nova Scotia upon the request of either party.

13.04 The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chairman shall be the decision of the board. The decision of the board of arbitration shall be final, binding and enforceable on all parties.

13.05 The board of arbitration (or the single arbitrator) shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provision of this Agreement.

13.06 Each of the parties to the grievance shall bear the cost of their respective nominee and shall pay one-half (1/2) of those fees and expenses of the chairman not covered by the Minister of Labour.

**ARTICLE 14            DISCHARGE AND DISCIPLINE**

- 14.01        An employee may be disciplined or discharged for just cause.
  
- 14.02        Any meeting between the University and an Employee that may involve disciplinary action shall be in the presence of an officer of the union local, unless the Employee confirms in writing that the Employee has waived union representation. The Employee shall be informed two (2) calendar days prior to such meeting unless the Employee is a danger to him/herself and/or others. The Employee shall be notified that the meeting is being called in accordance with Article 14.
  
- 14.03        When disciplinary action is taken against an Employee, the Employee shall be notified in writing of the cause and of the action taken or to be taken, with a copy forwarded to the Union via email.

**ARTICLE 15            APPOINTMENTS / REAPPOINTMENTS / COURSE ASSIGNMENTS**

**Appointments**

- 15.01
  - (a)            The qualifications of part-time faculty being recommended by a Department/Program for employment in any of the degree programs of the University shall be reviewed by the Dean of the appropriate Faculty. The Dean shall advise the Department/Program within twenty-five (25) days of receipt of the Department/Program recommendation of their decision on the appointment. If the Department/Program and Dean agree on the appointment of an individual, their decision is final. If the Dean does not agree with the Department/Program's recommendation on the appointment

then the matter shall be referred to the Vice-President, Academic and Research whose decision shall be final.

- (b) Part-time appointments shall be made with the approval of the relevant Department/Program. In recommending a candidate for a part-time faculty appointment the Department/Program shall specify the area(s) of specialization and the course level the individual is qualified to teach taking into consideration the members educational credentials, subject matter expertise, prior teaching experience, and evidence of teaching effectiveness. A copy of this recommendation for appointment will be sent to the candidate.
  
- (c) New employees shall be on probation until they have taught the equivalent of two full courses at Saint Mary's University and have taught in two twelve month periods, commencing in September of any given year. Following the successful completion of the probationary period, an employee shall be placed on the precedence list.

### **Reappointments**

- (d) Once every three (3) years after initial appointment, the relevant Department/Program and the Dean of the appropriate Faculty shall review the qualifications and past performance of a part-time faculty member in accordance with Article 16. The part-faculty member shall submit their teaching dossier in accordance with Article 16.01 by the submission date provided in their letter of appointment/reappointment. Following this review, the

Department/Program and the Dean shall recommend one of the following:

- i) Re-appointment for a further three years stating the areas of specialization and course levels the member is qualified to teach;
- ii) Deferral of a decision on re-appointment for one or two years; or
- iii) Termination of appointment.

The Dean shall advise the Department/Program within twenty (20) days of receipt of the Department/Program recommendation of their decision on the re-appointment. If the Department/Program and Dean agree, their decision is final. If the Department/Program and the Dean do not agree, then the matter shall be referred to the Vice-President, Academic and Research whose decision shall be final. Termination of appointment, except for probationary appointments, may be subject to grievance and arbitration.

- (e) In cases where a decision on re-appointment is deferred for two years or a further one year under 15.01 (f), the part-time faculty member shall prepare and submit an updated file in accordance with Article 15 at least ten (10) weeks before the deferred re-appointment date.
- (f) At the end of the two (2) year deferral period an additional deferral of one (1) year may be recommended by the Department and the Dean. At the end of the additional one (1) year deferral period the Department and the Dean shall recommend either (c) i) or (c) iii).

## Credit Course Assignments

### 1.02

- (a) When the university determines that one or more credit course assignments are available to the CUPE 3912 bargaining unit, the Department Chair will first circulate, to the email on file with the Department, the available credit course assignment(s) to individuals on the precedence list with a current teaching appointment in that Department/Program. The CUPE 3912 PT Faculty Vice President will be copied on this notification to their CUPE email address. Part-time faculty members thus informed of available credit courses assignments will notify the Department Chair of their interest in teaching the circulated credit course(s) within seven (7) days of the notice being sent. Part-time faculty members must specifically identify each course by name, number, and section for which they wish to be considered. Working from the top of the precedence list, the Department Chairperson will recommend the credit course assignment to those whose teaching appointment letter deems them qualified to teach the course and have the capacity within their teaching load to accept a credit course teaching assignment. These recommendations shall be forwarded to the Dean.
- (b) Should vacancies remain following the process outlined in Article 15.02(a) the University shall post the credit course assignment to CUPE 3912 PT Faculty via email to the CUPE 3912 Outreach Coordinator. This in no way limits the University's right to post or advertise these opportunities elsewhere. The closing date for applications shall be at least eight (8) days from the date of posting.

(c) When a vacancy occurs within five (5) weeks of the start date of the course assignment, the University will offer the course assignment to the next available qualified person with precedence. If no qualified person on the precedence list is available within the time frame for the decision making, the University may assign the work to a person deemed suitable.

15.03 Postings shall detail the course assignment, the application deadline, and requirements for the course assignment, including qualifications and experience and the salary scale for the course assignment. Postings shall include days and times if known; recognizing days and times may be subject to change.

15.04 Successful candidates will be notified of their contracts for course assignments in writing as soon as possible in advance of the scheduled commencement of employment. Successful candidates will inform the University, in writing, within five (5) days of receipt of the offer letter whether or not they accept the offer, or conditional offer, where applicable, unless prevented from doing so due to absence or illness. Any anticipated extended absence must be reported to the office of the Vice-President, Academic and Research.

15.05 Where a contract for a course assignment which has been signed by the applicant and the Vice-President, Academic and Research, and has been cancelled by the University, the applicant shall be paid a cancellation stipend of two hundred dollars (\$200), or three hundred dollars (\$300) if cancellation occurs within two (2) weeks prior to the start of classes during the academic year and/or in the summer semesters. If cancellation occurs between the start of classes and the last day of the Add and Drop Period outlined in Academic Regulation 13 of the University Academic Calendar, the applicant shall be paid on a pro-rated basis for the classes taught and shall be credited with a pro-rated number of precedence points.

Unsuccessful applicants who were interviewed for a position will be notified within ten (10) calendar days of the successful applicant's acceptance.

Where an Employee and the Vice-President, Academic and Research have signed a contract for a course assignment and the Employee cancels that contract within thirty (30) days prior to the start of the contract without good and sufficient cause the following shall apply:

- (a) in the first instance the Employee shall have a letter placed on their official file;
- (b) in the second instance the Employee may be disciplined in accordance with Article 14;
- (c) in the third instance the Employee shall be deemed to have resigned and shall forfeit precedence under Article 15.11 of this collective agreement.

If the Employee cancels a contract for a course assignment at any time past the start date of that contract without good and sufficient cause, regardless of notice period, the employee will be deemed to have resigned and shall forfeit precedence under Article 15.11 of this collective agreement.

15.06 The Employer agrees to provide a summary spreadsheet of all part-time contracts issued per term to the Local Union office. This spreadsheet will identify those appointment under Article 15.07 (c).

### **Precedence**

15.07

- (a) Persons applying for a course assignment for which they meet the qualifications shall have precedence based on the number of credit

courses previously taught at Saint Mary's University, on a part-time basis. In the event that more than one applicant has equal precedence under this provision, the final recommendation for course assignment shall be made by the Department Chair to the Dean. Precedence is not limited to any specific department.

- (b) Notwithstanding Article 15.07(a), effective September 1, 2010, if a member who has previously taught at Saint Mary's University on a part-time basis is appointed to a limited term teaching position, she shall receive precedence points for CUPE 3912 equal to the number of courses taught during the sessional appointment.
- (c) To contribute to the academic progress of doctoral students enrolled at Saint Mary's University, the Employer may without posting and without precedence assign up to twenty-one (21) FCEs per year to doctoral students. No more than six (6) FCEs shall be assigned to any one doctoral program per year. No more than two FCEs shall be assigned to any individual doctoral student for the duration of their program under this clause. Such individuals shall be included in the bargaining unit.

15.08 In the event of an emergency situation such as, but not limited to, resignation, death, dismissal, or serious illness, allowing insufficient time to follow the terms of this article, the University will choose the next candidate with precedence from the applicant pool and will report its choice to the Union. In instances where there are no applicants with precedence, no suitable applicants, or no applicants, the University may assign the work to a person deemed suitable.

15.09 A Precedence List will be prepared by the University by December 31st of each year. The list will be provided by January 8th to the local union office



containing the member's total full credit equivalent (FCE) completed by December 31st of that year. Any discrepancies shall be reported in writing to the Human Resources Department by January 31st. Agreed upon amendments shall normally be made by February 15th. The amended list shall be considered to be accurate and shall be effective until February 15th of the following year. The amended list shall be provided to the local union office.

15.10 For the purpose of this Article, where an Employee is unable to fulfil their full teaching commitment and another Employee teaches part of the unit, the precedence shall be pro rated to the nearest quarter of a unit. For the purpose of this clause a unit shall mean one half credit course (3 credit hours).

15.11 Precedence and employment status shall cease if:

- (a) the person has been dismissed and not reinstated under Article 14;
- (b) the person voluntarily resigns the employ of the Employer in which case, the Employee shall provide a letter of resignation to the Employer;
- (c) the person is deemed to have resigned as per Article 15.05;
- (d) if an individual has not taught at Saint Mary's University within the last three years;
  - (i) In exceptional circumstances at the Union's written request, a one (1) year extension to the three (3) year period may be granted through mutual agreement. Once a year all such requests shall be submitted with supporting documentation to Human Resources no later than November 1st of each year;

(ii) A period of employment, not to exceed one (1) year, with CUPE at the National, Regional or Local level will not be included within the three (3) year period.

(iii) Upon the birth or adoption of a child(ren) and at the individual's written request, a period of up to eighteen (18) months will not be included within the three (3) year period. All such requests shall be submitted to Human Resources with supporting documentation satisfactory to the University no later than December 31 in the year of the birth or adoption of the child(ren).

## **ARTICLE 16           EVALUATIONS**

16.01       Evaluation of part-time faculty members shall be carried out every three years at the time of consideration for re-appointment (15.01). At the request of the Chair or Dean, evaluations may be carried out at times other than the three-year review.

The purpose of evaluations is to determine whether the part-time faculty member is teaching effectively, as well as to assess the areas of specialization and course levels that a part-time faculty member is qualified to teach. The basis of evaluation will be a teaching dossier prepared by the part-time faculty member and submitted to the Department Chair at least ten (10) weeks before their re-appointment date. For part-time faculty members whose initial appointment was between May 1 and August 31 of the year of appointment, the re-appointment date shall be September 1; for those whose initial appointment date was between September 1 and December 31, the re-appointment date shall be January 1; and for those whose initial appointment date was between January 1 and April 30, the re-appointment date shall be May 1.

The university shall notify the part-time faculty member in writing of the submission date for the teaching dossier in their letter of appointment/re-appointment.

The teaching dossier shall include the following:

- (a) An up-to-date curriculum vitae, including degrees, professional designations or other credentials earned since the part-time faculty member's initial appointment/last three-year review.
- (b) Evidence of the part-time faculty member's teaching effectiveness, including:
  - i) A list of courses taught by the part-time faculty member over at least the past three years, information about enrolments, type of course (e.g. lecture, seminar, lab).
  - ii) Sample course materials (e.g. course syllabi, sample assignments, tests).
  - iii) An explanation of the teaching principles/philosophy and instructional methods used by the part-time faculty member to help students in their courses to succeed.
  - iv) Results from student evaluations of the part-time faculty member's teaching using the Senate-approved Instructor/Course evaluation system. The inherent strengths and weaknesses of such course evaluations should be understood by persons assessing the dossier and by those preparing their dossier. For example, the number of responses from student evaluations should be taken into consideration.

- v) A brief statement of any steps taken by the part-time faculty member to improve their teaching, outlining professional/instructional development activities and the steps taken to maintain familiarity with up-to-date scholarship in the part-time faculty member's discipline since the initial appointment/last three-year review.
- vi) Any additional information which is relevant to the assessment of the part-time faculty member's teaching responsibilities.

Recommendations arising from the assessment of teaching effectiveness shall follow the procedure laid out in 15.01 (d).

- 16.02 The results of part-time faculty member evaluation will be shared in writing with the part-time faculty member, treated in a confidential manner, and placed in the part-time faculty member's official file. Following the conclusion of evaluations the teaching dossier shall be returned to the part-time faculty member.
- 16.03 No anonymous evaluative material concerning a part-time faculty member shall be kept in his/her official file or submitted in any formal deliberation, action, hearing or proceeding, except as provided in Clause 16.04.
- 16.04 Student evaluations of teaching, using the Senate-approved Instructor/Course Evaluation form, shall be carried out in each course taught by a part-time faculty member. Multiple-choice responses and other coded material gathered in this way as a result of any collective teacher evaluation authorized by the Senate or any Faculty of Saint Mary's University shall not be considered anonymous material under the terms of Clause 16.03. Comments and remarks written by respondents during such evaluations are anonymous material under the terms

of Clause 16.03, unless the Senate or a Faculty of Saint Mary's University specifically specifies otherwise. Signed comments are confidential, but may be revealed to the part-time faculty member they concern without identifying their authors.

## **ARTICLE 17            OFFICIAL FILES**

17.01     An Employee shall have the right during normal business hours, and with 48 hours notice, to examine the entire contents of his or her official file in the presence of a Union representative, in a private setting, in the presence of a person designated by the Vice-President, Academic and Research. Employees shall not remove or add any information from or to their official file. An Employee may include in the file rebuttal or their own written comments on the accuracy of information in the file. An Employee may obtain, upon written request, a copy of any of the contents of his or her file.

17.02     The Employer agrees that only reports relating to any Employee's performance, conduct or behaviour which have been placed in the Employee's official file may be used by the Employer in decisions affecting the Employee's employment status.

17.03     Copies of documents on an Employee's official file, which will give rise to disciplinary action, shall be supplied concurrently to the Employee.

## **ARTICLE 18            DUTIES AND RESPONSIBILITIES**

18.01     The duty of part-time faculty members is to teach courses assigned under the provision of this Collective Agreement. The University and the Union agree that successful teaching requires continuous growth and development.

It is understood that a part-time faculty member's responsibilities as a teacher extend beyond the classroom to include course-related student advising,

supervision of tests and examinations, evaluation of student performance and grading. The University and the Union acknowledge the importance of in-person consultation with and availability for students. Part-time faculty shall inform the students and Chair in writing of the times and the methods by which they will normally be available for student consultation.

18.02 Part-time faculty members shall comply with the deadlines and procedures established by Senate for reporting the grades of their students.

18.03 Part-time faculty may have a representative attend departmental meetings in which they are employed.

#### **ARTICLE 19 OFFICE SPACE AND FACILITIES**

19.01 Recognizing the severe space limitations facing the University, the Employer will endeavour to provide to employees shared office space and access to facilities and services required to fulfil their contractual obligations. The office space will be equipped with standard office equipment to include a desk, a filing cabinet, chairs, a telephone and a computer. Individual computer user, e-mail and voice mail accounts will be made available.

19.02 The Employer shall provide the Union with a bulletin board for the purposes of communicating with bargaining unit members in a location mutually agreed upon.

19.03 The Employer shall provide the Union access to meeting rooms, for the purpose of holding meetings with its members, subject to availability of space.

#### **ARTICLE 20 HEALTH AND SAFETY**

20.01 The parties agree that the health and safety of Employees is an important mutual concern. The parties agree that they shall cooperate in promoting the health

and safety of Employees at the University and in effecting compliance with the *Nova Scotia Occupational Health and Safety Act and Regulations*.

- 20.02 Part-time faculty members who serve as JOHSC Members, in accordance with the Nova Scotia Occupational Health and Safety Act and Regulations, are entitled to payment. The representative appointed shall be entitled to a stipend of 3% of the basic stipend for 1.0 FCE for Part-Time faculty members for each academic year of service to the Joint Occupational Health and Safety Committee.

**ARTICLE 21            ACADEMIC FREEDOM AND INTELLECTUAL  
PROPERTY**

- 21.01 Part-time faculty with primary responsibility for designing a course shall be accorded academic freedom in that work.

- 21.02 The search for knowledge and its free exposition are vital to the purposes of the University and to the common good of society. Academic freedom is essential to those purposes and is the right of every faculty member with respect to his/her teaching activities. In the classroom, employees may select, present and discuss material relevant to the objectives of the course. They may also express opinion provided in doing so the faculty member shall show respect for the opinion of others, have due regard for the best interests of the University and make every effort to indicate that he/she is not acting as spokesperson for the University.

The faculty member's right to academic freedom carries with it the duty to use that freedom in a responsible way, consistent with fair and ethical dealings with students and colleagues, consistent with the scholarly obligation to base teaching on an honest search for knowledge and consistent with the faculty member's performance of teaching and other responsibilities under this agreement. Academic freedom does not confer legal immunity, nor does it

diminish the obligation of employees to meet their contractual responsibilities to the University.

21.03 Intellectual Property

All intellectual property is owned by the Employee who creates it except where there is a written contract to the contrary assigning the ownership rights of the intellectual property to the employer or a third party.

Members shall retain ownership of class notes, lectures, and other materials relating to their course development and teaching, as well as to educational products resulting from teaching, except where members have negotiated otherwise with the Vice-President, Academic and Research or their representative.

**ARTICLE 22 LEAVES OF ABSENCE**

22.01 The Employer agrees that if a part-time faculty member has to miss up to three (3) class hours per course per term because of illness, a death in the family, or other legitimate reason, there will be no deduction of pay from the stipend received by the faculty member. The part-time faculty member shall notify the Department Chair or designate of such absence. The faculty member shall ensure that students are notified and that all course material will be covered by the end of the semester.

22.02 If an Employee is absent from their teaching assignment for more than three (3) class hours per course per term without authorization from the Chair, Acting Chair, Dean or Acting Dean, except as outlined in 22.03, the Employee will be deemed to have resigned. The Employee will notify the Chair, Acting Chair, Dean or Acting Dean in advance with as much notice as possible of any absences.



### **Jury Duty**

- 22.03 Upon written request, supported by a copy of the summons, an Employee who is absent up to three (3) class hours per course per term because of jury duty will suffer no loss of pay for classes missed. The faculty member shall ensure that all course material will be covered by the end of the semester. Jury duty extending beyond three (3) class hours per course per term will be granted as leave without pay.

### **Other Leaves**

- 22.04 Employees may be entitled to other leaves in accordance with the Nova Scotia Labour Standards Code. Further information can be found at: <https://nslegislature.ca/sites/default/files/legc/statutes/labour%20standards%20code.pdf>

## **ARTICLE 23 VACATIONS**

- 23.01 All members of the bargaining unit shall be entitled to vacation pay in accordance with Article 24.01 (a).
- 23.02 Upon termination of employment, the Employer shall issue to the employee a Record of Employment form within ten days of the date of the last salary payment.

## **ARTICLE 24 COMPENSATION**

- 24.01 (a) Stipends will be paid in accordance with Schedule A. The stipend paid to employees is exclusive of vacation pay. Employees shall receive vacation pay in accordance with the Labour Standards Code. Notwithstanding Article 15.11, the period of employment, for purposes of establishing the rate of vacation pay entitlement, means the period of time from the last hiring of the employee and

includes any period of less than twelve (12) consecutive months without a contract for course assignment. For clarity, if an individual has not been employed by the Employer for a period of over twelve (12) consecutive months, and the employee is not on an approved leave, that period when the individual is not employed will not be considered employment for the purpose of entitlement to vacation pay.

**(b) MOVEMENT THROUGH SCHEDULE A**

- i. The Employer agrees that placement on the stipend scales shall be determined by the number of courses previously taught in accordance with 15.07 (a) and the steps of Schedule A;
- ii. The Employer agrees to pay a retroactive payment for the purpose of compensation for any employee due step increases in the preceding calendar year. This retroactive adjustment payment shall be paid on the second payday following February 15th of any year. During the course of this agreement and for the purpose of Article 24.01 (c), the university agrees to work towards producing a list of part-time faculty member's step increases on the precedence list more often which would allow for this retroactive adjustment to be paid in a more timely manner. The parties recognize that there will always be a delay of at least one semester due to the timing of the signing of contracts for course assignments.

24.02 Where an Employee teaches part of a unit, the stipend will be prorated accordingly. If an Employee is asked to come in as an emergency replacement, the stipend will be prorated accordingly and the Employee shall receive an additional lump sum payment of two hundred (\$200) dollars.

- 24.03 For any conferences or workshops that the Employer requires an Employee to attend, the Employer shall pay for related expenses such as travel; meals, accommodation and registration in accordance with the Employer's travel policy. Any such conferences or workshops shall be approved in advance by the Dean.
- 24.04 Employees who become disabled will be paid seventy five percent (75%) of the stipend for the balance of their contract provided the Employee is not covered under any other disability plan. The Employee shall, upon request by the Employer, provide an appropriate medical certificate in a form, which is satisfactory to the Employer.
- 24.05 Employees teaching during the academic year or the summer sessions are entitled to a 25 percent reduction in the cost of an individual Tower membership.
- 24.06 The University and the Union acknowledge the importance of professional development for part-time faculty. The Employer shall provide a fund to a maximum of \$10,000 annually with individual awards up to a maximum of \$900. The awards will be evaluated and granted on a first-come, first-served basis. The fund shall be used to support Employees presenting papers or participating in panels at academic conferences and/or attending relevant professional development opportunities; e.g. teaching and learning workshops related to their duties and responsibilities. Proposals shall be approved by the Vice-President, Academic and Research on the recommendation of the appropriate Dean. To be eligible Employees must be on the precedence list and have taught a minimum of 1.0 FCE's in the previous twelve (12) months. Successful applicants will be notified in writing with a copy to the union.

24.07 Upon written request to the University's payroll department, it is agreed that a record of employment shall be issued directly to Employment and Social Development Canada (ESDC) consistent with current legislation.

## **ARTICLE 25 TERM OF AGREEMENT**

25.01 The Agreement shall be binding and remain in effect from the 1st day of September 2020, until and including the 31st day of August, 2024. Except for the monetary adjustments provided in Article 24.01 of this Agreement, all other provisions of this Agreement shall, unless otherwise stated, be effective from the date of signing of this Agreement. This Agreement shall continue from year to year after the 31st day of August 2024, unless either party gives the other party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days prior to the 31st day of August in any year that it desires renegotiation of the Agreement.

25.02 Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiation of a new Agreement.


25.03 The Agreement shall remain in force, including during any period of negotiation, until a new Agreement is ratified by both parties, or until a lockout or a strike is declared pursuant to the *Trade Union Act of Nova Scotia*.

SIGNED, SEALED AND DELIVERED this 2<sup>nd</sup> Day of March, 2023 in the presence of:

SAINT MARY'S UNIVERSITY

CUPE LOCAL 3912

  
\_\_\_\_\_  
President of the University

  
\_\_\_\_\_  
President of CUPE Local 3912

  
\_\_\_\_\_  
Witness as to the signing  
by Saint Mary's University

  
\_\_\_\_\_  
Witness as to the signing  
by CUPE Local 3912

**SCHEDULE A**

	<b>Sept 1/20 Stipend*</b>	<b>Sept 1/21 Stipend*</b>	<b>Sept 1/22 Stipend*</b>	<b>Sept 1/23 Stipend*</b>
Basic Stipend	\$9,850	\$9,997	\$11,982	\$12,222
Stipend for Precedence List	\$11,634	\$11,808	\$12,504	\$12,754
Stipend for Precedence List with 5 years experience and up to and including 10 FCE's	\$11,868	\$12,046	\$12,746	\$13,001
Stipend for Precedence List with 5 years experience and more than 10 up to and including 15 FCE's	\$11,987	\$12,167	\$12,869	\$13,127
Stipend for Precedence List with 5 years experience and more than 15 up to and including 20 FCE's	\$12,222	\$12,405	\$13,112	\$13,374
Stipend for Precedence List with 5 years experience and more than 20 FCE's	\$12,459	\$12,646	\$13,358	\$13,625

\*The Stipend is exclusive of vacation pay and based on 1.0 FCE.

## **MEMORANDUM OF UNDERSTANDING #1**

The Employer agrees to request and hold a Labour Management Committee meeting within sixty (60) calendar days of the signing of the Collective Agreement to discuss issues around the precedence list and Employees who take approved pregnancy and/or parental leave in accordance with Article 22.04.

It is agreed and understood that more than one meeting may be required to facilitate this discussion. Following the meeting(s) the Union and Employer committee members shall make recommendations to the Union and the Employer respectively on language to be proposed during the next round of collective bargaining. It is agreed and understood that these recommendations may not necessarily be the same.

## **MEMORANDUM OF UNDERSTANDING #2**

Upon the release of the University's online strategy, The University will facilitate a meeting(s) outside of the Collective Bargaining process to discuss how the strategy impacts CUPE 3912 PT Faculty members and other issues related to online courses. In addition to management representatives of Saint Mary's University, Union representation shall include representatives from CUPE Local 3912 PT Faculty and the President of CUPE 3912.

The Parties agree there shall be not more than four (4) representatives from each of the University and the Union.

It is agreed and understood that more than one meeting may be required to facilitate this discussion. Following the meeting(s) the Union and Employer committee members shall make recommendations to the Union and the Employer respectively on language to be proposed during the next round of collective bargaining. It is agreed and understood that these recommendations from each party may not necessarily be the same.

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