

Agreement Between

SAINT MARY'S UNIVERSITY

and

CUPE LOCAL 3912

Teaching Assistants

December 16, 2025

to

August 31, 2028

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PARTIES TO THE AGREEMENT

This Agreement, hereinafter referred to as the "Agreement" is entered into this December 16, 2025 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, Teaching Assistants 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 teaching assistants and provides a method for settling differences, which may arise from time to time between the parties.

ARTICLE 1 DEFINITIONS

The following definitions refer to terms included in this agreement:

- | | | |
|------|------------------------|--|
| 1.1 | Academic Year | designates the period between September and August inclusive. |
| 1.2 | Bargaining Unit | means the unit defined by the certificate issued by the Nova Scotia Labour Relations Board, dated August 29, 2023, as amended from time to time by the Nova Scotia Labour Relations Board or by agreement of the parties. |
| 1.3 | Course | a unit of study in a particular subject identified by a course title and a unique course number. |
| 1.4 | Day | means working day unless otherwise stated, specifically working day means Monday to Friday excluding statutory holidays. |
| 1.5 | Employee | is as defined as a "Teaching Assistant". |
| 1.6 | 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. |
| 1.7 | Gender Pronouns | 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. |
| 1.8 | Official Employee File | designates all files pertaining to employment. |
| 1.9 | Supervisor | is the course instructor or faculty member to whom a Teaching Assistant is immediately responsible. |
| 1.10 | Teaching Assistant | is any person employed as Undergraduate or Graduate Teaching Assistants at Saint Mary's University at 923 Robie Street, Halifax, who may be responsible to lecture, teach, demonstrate, mark or tutor for academic degree programs, but excluding faculty and employees who are members of another bargaining unit at Saint Mary's University. |
| 1.11 | Term | one of the following periods as defined in Saint Mary's University academic calendars over which courses are offered: Fall Term (September to December), Winter Term (January to April), Spring Term (May to June), Summer Term (July to August), Graduate Summer Term (May to August). |
| 1.12 | Union | is the Canadian Union of Public Employees (CUPE), Local 3912. |
| 1.13 | Year | means calendar year unless otherwise stated. |

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1** The University reserves and retains solely and exclusively, all its inherent rights to manage the University.
- 2.2** It is the function of the University to manage the operation of the University and its programs, which functions include, without limiting the generality of the foregoing, or Article 2.1, the right to determine employment, including expand, combine or terminate any function, contract terms, size and composition of the workforce, work methods and procedures, kinds and locations of equipment, assignment, training, employee evaluation, make or amend policies, procedures and practices provided such policies, procedures and practices are not contrary to the terms of this Agreement.
- 2.3** The University shall exercise its rights in a manner that is consistent with the terms of this Agreement, and shall not be exercised in an arbitrary, discriminatory or bad faith manner.

ARTICLE 3 RECOGNITION AND REPRESENTATION

- 3.1 Bargaining Unit**
- The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees employed at Saint Mary's University.
- 3.2 Work of the Bargaining Unit**
- Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.

3.3 No Contracting Out

The Employer will not contract out bargaining unit work.

3.4 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement.

3.5 Bargaining Unit Work

No employee will be disciplined for refusing to perform the work of employees from another bargaining unit.

3.6 Access to Work Site

(a) Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

(b) Work Site Access

The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Agreement.

(c) Office Space

The Employer will provide a shared office space for the Union Steward and Vice President to hold confidential meetings with members. The office space will be equipped with a desk and chairs.

3.7 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.8

Copies of the Agreement

The Employer shall make the Collective Agreement available on the Employer's website in a manner that is easily accessible to Employees.

3.9

Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

ARTICLE 4

NO HARASSMENT OR DISCRIMINATION

4.1

The Employer and the Union agree that neither will discriminate against any Employee by reason of prohibited grounds of discrimination, in accordance with the Nova Scotia Human Rights Act, Saint Mary's University Code of Conduct and the Respectful and Inclusive Workplace Policy, as amended from time to time, except as may be permitted by the Human Rights Act, under the exceptions outlined in Section 6 of the Act or by reason of their membership or non-membership in the Union.

4.2

The Employer and the Union are committed to a working and learning environment that is free from personal harassment in accordance with Saint Mary's University Code of Conduct and the Respectful and Inclusive Workplace Policy, as amended from time to time.

- 4.3** The Employer and the Union are committed to a working and learning environment that is free from sexual harassment in accordance with Saint Mary's University's Sexual Violence and Harassment Policy, as amended from time to time.
- 4.4** The University and the Union acknowledge that international employees are included in the bargaining unit and are entitled to all articles in this collective agreement, including Article 4 No Harassment and Discrimination.
- 4.5** Requests for accommodation made by employees shall be considered in accordance with the Saint Mary's University Accommodation policy and process, as amended from time to time.
- 4.6** **University Policy Revisions**
The Employer agrees to consult the Union during revision of the policies referred to in 4.1, 4.2, and 4.3, as well as any additional policies related to harassment and/or discrimination.

ARTICLE 5 UNION MEMBERSHIP AND DUES

- 5.1** 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.
- 5.2** The Employer shall deduct any dues or the equivalent of dues levied by the union on Employees.
- 5.3** 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 of Employees from whose wages the deductions have been made, their addresses, regular earnings, and dues deducted.

- 5.4** At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each Union member in the previous year.
- 5.5** The Union agrees and shall indemnify and save harmless the Employer from liability or action of any kind whatsoever that may arise out of deductions made from the pay of any Employee pursuant to 5.2 hereof.
- 5.6** At the beginning of each term the Employer agrees to provide the CUPE Local 3912 Office with the names of all employees, the department(s) in which they work, wages, mailing addresses, phone numbers, and e-mail addresses. It shall be the responsibility of the Employee to update their information using the Employee Self Service System. The employee list with the most up-to-date information possible shall be provided to the CUPE Local 3912 Office no later than six (6) weeks after the first date of the term. 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 LABOUR MANAGEMENT RELATIONS

- 6.1** The Employer and the Union will establish an Employer-Union Committee made up of three representatives appointed by the Union 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.

- 6.2** 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. 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.
- 6.3** The Employer-Union Committee will meet at the request of either party at a mutually convenient time. A recording secretary agreed to by the Committee shall prepare the minutes and send copies of the minutes to the committee members. The recording secretary will circulate the agenda for the meeting at least two (2) days in advance of the scheduled meeting, where operationally feasible.
- 6.4** The participation of employees on this Committee shall not interfere with the employee's teaching assistant responsibilities.

ARTICLE 7 WAGES AND PAY

7.1 Payroll

(a) Pay Days

The Employer will pay wages in accordance with Schedule "A". Wages shall be paid to Employees bi-weekly on the University's regular pay dates.

(b) Employee Banking Information

The Employer shall instruct Employees on each offer of assignment to provide People and

Culture / Human Resources with up-to-date banking information and shall inform members on each offer of assignment that they are authorizing direct deposit by signing the contract of employment.

Should the banking information of an Employee change during an assignment, the Employee will be responsible for ensuring that People and Culture / Human Resources has up-to date banking information.

ARTICLE 8 NO STRIKES/LOCKOUTS

8.1 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.

8.2 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 9 HOURS OF WORK

9.1 Hours Per Term

The maximum number of hours worked in an academic term can be no more than the hours defined in the role assignment at the beginning of the term. The role assignment options will include:

- a. Partial assignment (36 hours per term)
- b. Full assignment (48 hours per term)
- c. Double assignment (96 hours per term)

9.2**Allocation of Hours**

Employee position duties shall be as described in the job posting and may be elaborated by the Supervisor. The Supervisor shall communicate in writing with the Employee(s), individually or as a group, to discuss duties to be completed, hours of work, and detailed role expectations. An example form can be found in Schedule "B".

The Supervisor is responsible for allocating hours of work to the Employee.

9.3**Responsibilities of the Supervisor and Employee**

It is the responsibility of the Supervisor to assign duties that can reasonably be completed within the assigned hours. Priorities may change during the assignment and the Supervisor shall have the right to reallocate time applied to duties and to substitute or revise duties without changing the total number of hours. It is the responsibility of the Employee to track their hours worked and ensure that any concerns are communicated to the Supervisor in a timely manner.

The Supervisor and the Employee will confer as needed during the assignment to determine whether any adjustments to the outline are required.

9.4**Deferred Course Work**

Employees shall not be required to grade deferred term work or exams submitted after the end of the academic term in which they hold an assignment.

9.5**Hours in Excess of Contract**

The parties recognize that departments may have unexpected or uncompleted work, including but not limited to proctoring exams, laboratory upkeep, or completing the work of an Employee who has reached the maximum allotted hours in their assignment. In such cases, departments may offer additional hours to individuals to complete the unexpected or outstanding work. Such individuals shall be included in the bargaining

unit.

If the work is related to a specific course, the Employee(s) assigned to the course in a given term will have first right of refusal for the excess hours. Employees are never obligated to work excess hours but may agree to work excess hours at their own discretion.

Excess hours worked will be paid to an Employee at the regular hourly rate (Schedule A).

ARTICLE 10 GRIEVANCES

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

10.2 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 may choose to initially and verbally discuss their concerns with their department chair and/or representatives of the administration. The employee may have a Union Representative present. Informal discussions are without prejudice.

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.

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.

10.3 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 Provost and 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.

Step 2 If the first stage decision does not resolve the grievance, the Union shall refer the matter to the Provost and Vice President, Academic and Research within fifteen (15) days of the date of the receipt of the decision of Step 1 or of the date such decision should have been given. The submission to the Provost and Vice President, Academic 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 Provost and Vice President, Academic Research shall call a meeting with the appropriate parties to discuss the grievance. The Provost and Vice President, Academic 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 11.

10.4 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 10.3 may be by-passed.

10.5 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 11**.

10.6 All time limits set forward in this article are mandatory. They may, however, be extended by mutual consent of the parties in writing. If the Union or Employer fails to process a grievance within the mandatory time limits provided for in the grievance procedure, the respective party will be deemed to have abandoned the grievance.

10.7 The involvement of Union members in the grievance procedure shall not interfere with the members' duties.

10.8 Submissions and replies to individual grievances (10.3), Union policy grievances (10.4) and Employer grievances (10.5) shall be made in writing via email.

ARTICLE 11

ARBITRATION

11.1 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 10. Failing resolution of the grievance under the provisions of the grievance procedure outlined in Article 10, the Union or Employer may, within twenty (20) days of the conclusion of the last step of the grievance procedure, give notice of intent to submit the grievance to arbitration.

11.2 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. The fees and expenses of the single arbitrator shall be shared equally between the

Union and the Employer.

11.3 Board of Arbitration

- (a) If a single arbitrator is not appointed under Article 11.2, 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 11.3 (a), any required appointment shall be made by the Minister of Labour of the Province of Nova Scotia upon the request of either party.

11.4 If the board of arbitration cannot come to a decision, then the decision of the chairperson will be final. The decision of the board of arbitration shall be final, binding and enforceable on all parties.

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

11.6 Each of the parties to the arbitration 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.

11.7 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

ARTICLE 12 DUTIES

12.1 Duties of the Employee

Teaching assistants are responsible for supporting course instructors with Undergraduate or Graduate level courses through duties consistent with the Certification Order (LB-2150): demonstrate, mark, tutor, teach, or lecture. Examples of such duties are (but not limited to):

- (a) Supporting in-class or lab demonstrations through environment or equipment preparation/set-up, answering questions from students, and/or clean-up and equipment disassembly.
- (b) Grading course deliverables, such as assignments, exams, quizzes and papers.
- (c) Meeting with students outside of class hours for the purposes of support with deliverable completion or tutoring.
- (d) Proctoring quizzes and/or exams.
- (e) Accompanying course instructors during field demonstrations outside of the classroom and/or lab to support student learning.

Employees may not be asked to solely create course material or perform functions that fall outside the scope of the certification order.

12.2 Delivery of Course Content

The Employee may only deliver the course material (i.e., lecturing, teaching, etc.) under the direction of the course instructor.

ARTICLE 13 TIME OFF REQUESTS

13.1 Leaves of Absence

Employees may be entitled to leaves, such as bereavement, jury, pregnancy, parental, adoption, or domestic violence leaves in accordance with the Nova Scotia Labour Standards Code.

13.2 Time off Work

- (a) While an Employee is ill, injured, disabled, or otherwise incapacitated, the Employee will not be expected to complete assigned tasks or attend course activities. Upon return to work, the Employee and Supervisor will make suitable arrangements to complete assigned duties.

- (b) Notification to Employer

An Employee who is unable to complete their assigned tasks and/or attend course related work activities due to illness, injury, or incapacitation will notify the Employer of this fact in advance of the commencement of their scheduled work; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control.

13.3 Proof of Illness

The Employer may make requests for a medical certificate as proof of illness in accordance with Nova Scotia legislation.

ARTICLE 14 HOLIDAYS

- 14.1** Employees whose religious observances are not accommodated in the posted University Holiday Schedule may choose to exchange their religious observance for one of the listed

Holidays.

14.2 Work Deadlines on Holidays

The Employer agrees that course related activities and deadlines may not fall on any of the Holidays listed in the posted University Holiday Schedule.

ARTICLE 15 FEES AND ALLOWANCES

15.1 Education and Professional Fees

If the Employer determines that training or courses are required to be taken by Employees, the Employer agrees to pay all costs associated with any training or courses, in accordance with the Employer's travel policies. The hours spent at the training program(s) and course(s) shall be considered time worked and will be compensated at the Employee's regular rate of pay.

Where an Employee is required, as determined by the Employer, to maintain a certification that pertains to their position, the Employer will pay for the fees associated with that certification.

15.2 Mileage Allowance

When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distances driven for Employer business purposes in accordance with the Employer's travel policies.

15.3 Equipment and Protective Clothing

- (a) Where the Employer requires the use of equipment or protective clothing, the Employer shall ensure such is available.
- (b) It is agreed that the quantity, issue, and control of such clothing shall be regulated by the Employer.

15.4 Course Materials

The Employer will supply all course materials, including but not limited to textbooks and software programs, required by Employees in the performance of their duties. Course materials will remain property of the Employer and will be returned (when applicable) by the Employee upon completion of the work assignment.

ARTICLE 16 POSTING OF POSITIONS

16.1 Job Postings

The University shall post all teaching assistant positions included in the bargaining unit to the CUPE3912 Teaching Assistants job board via email to the CUPE Webmaster (webmaster.3912@gmail.com). The CUPE 3912 SMU TA Vice President will be copied on this notification to their CUPE email address. This in no way limits the University's right to post or advertise these opportunities elsewhere.

Job postings shall include details pertaining to the position, the location (department) and format (virtual, in person, hybrid) of the work assignment, the application instructions and deadline, the number of hours included in the assignment, date the assignment begins, and the requirements for the position including qualifications, and experience required. The end date of the assignment will be no later than five (5) days after the formal final examination period.

The position will be posted for a minimum period of five (5) days so that candidates may express interest. In the event of an emergency situation such as, but not limited to, resignation, death, serious illness, withdrawal of the assigned Employee or higher than anticipated student enrollment, the minimum period for posting the position will be reduced to two (2) days.

16.2 Priority Offers

(a) Priority Eligibility

After collecting applications from prospective Employees, the Employer will first offer positions to the most qualified person(s) who meet at least one (1) of the following criteria, in order, and subject to 16.2 (b):

- I. Currently enrolled Saint Mary's students who have received funding, been awarded scholarships and/or received graduate offer letters which require the student to obtain a teaching assistant position.
- II. Currently enrolled Saint Mary's graduate students.
- III. Currently enrolled Saint Mary's undergraduate students.

Such individuals shall be included in the bargaining unit.

(b) Length of Priority

An Employee meeting the requirements in 16.2 (a) shall have priority for assignments on the following basis:

- I. Priority for a Saint Mary's student enrolled on a Master's program shall be for three (3) years from the date of enrollment in the program, excluding any approved leaves of absence from the Master's program.
- II. Priority for a Saint Mary's student enrolled in a doctoral program shall be for six (6) years from the date of enrollment in the program, excluding any approved leaves of absence from the doctoral program.

16.3 Qualifications

The University will only consider qualifications relevant to the position available in determining eligibility for assignment.

16.4 Offer of Employment

Successful applicants will be notified as soon as operationally possible prior to the start of their assignment.

All offers of employment shall be made in writing and include the term(s) of the assignment and

the link to the collective agreement.

ARTICLE 17 GUARANTEED CONTRACT TERM

Where a contract for a teaching assistant assignment which has been signed by the teaching assistant and the University and has been cancelled by the University prior to the start of the assignment, the teaching assistant shall be paid a cancellation stipend of one hundred and fifty dollars (\$150).

If cancellation occurs after the start of the assignment, the teaching assistant shall be paid a cancellation stipend of two hundred and fifty dollars (\$250), in addition to pay already received.

ARTICLE 18 DISCIPLINE AND DISCHARGE

18.1 An employee may be disciplined and discharged for just cause.

18.2 Any meeting between the University and an Employee that may involve disciplinary action shall be in the presence of a representative of the union, 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 himself and/or others. The Employee shall be notified that the meeting is being called in accordance with Article 18.

18.3 The Employee shall be notified in writing by the Employer, with full disclosure of grounds for action and/or penalty, with a copy to the Vice-President of the Union.

18.4 In cases of discharge and/or discipline, the burden of proof of just cause shall rest with

the Employer. In the related grievance proceedings or arbitration hearings, evidence shall be limited to the grounds referenced in the discharge or discipline notice to the employee.

- 18.5** The record of the suspension, disciplinary action, or letter of reprimand of an Employee will not be used against them at any time after the Employee completes teaching assistant contracts in two subsequent terms.

ARTICLE 19 HEALTH AND SAFETY

- 19.1** The Union and the Employer agree that all Teaching Assistants will be provided with applicable and appropriate occupational health and safety training, as determined by the Employer given the nature of the work performed, which will be considered time worked.

- 19.2** 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.

19.3 Joint Occupational Health and Safety Committee Membership

The Employer agrees to continue to support the Joint Occupational Health and Safety Committee at the University. A minimum of one (1) employee will be designated by the Union to be a voting member of the committee. The employee member of the Joint Occupational Health and Safety Committee will be entitled to a stipend of 3% of the double assignment stipend for each academic year of service to the Joint Occupational Health and Safety Committee.

ARTICLE 20

TERM OF AGREEMENT

- 20.1 The Agreement shall be binding and remain in effect from the 16th day of December 2025, until and including the 31st day of August 2028. Except for the monetary adjustments provided in Schedule A 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 2028, 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.
- 20.2 Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiation of a new Agreement.
- 20.3 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 16th day of December, 2025 in the presence of:



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" HOURS AND WAGES

Teaching Assistant				
Assignment	Hours Per Term	1-Sep-25	1-Sep-26	1-Sep-27
Partial	36	\$1,080.00	\$1,101.60	\$1,123.63
Full	48	\$1,440.00	\$1,468.80	\$1,498.18
Double	96	\$2,880.00	\$2,937.60	\$2,996.35
Teaching Assistant Hourly Rate:		\$30.00	\$30.60	\$31.21

- 4% vacation pay is included in the rates listed above.

SCHEDULE "B" TEACHING ASSISTANT DUTIES FORM

1. Course Information

Teaching Assistant's Name:	Supervisor:
Course Code:	Main Department Administrative Contact:
Course Name:	
Type of Assignment: <ul style="list-style-type: none"> ● Partial Assignment ● Full Assignment ● Double Assignment 	Term: Fall / Winter / Spring (May-June) / Summer (July-August) / Graduate Summer (May – August) <i>Please circle all that apply</i>

2. Expected Duties

Duties	Brief Description	Approx Hours*
Preparation		
In-class support (lecture, demonstrate, mark or tutor)		
Office duties (office hours if required)		
Other duties		

*These hours are approximate and may change slightly. Please refer to Article 9 (Hours of Work) for more details.

CUPE Collective Agreement is available on the CUPE 3912 [website](http://cupe3912.ca). If you have any questions or concerns, please contact your department head or SMU TA Vice President (vp.smu.ta@cupe3912.ca).

LETTER OF UNDERSTANDING #1

The University acknowledges that increases to teaching assistant salaries in Schedule A should not result in a corresponding decrease to a scholarship which has been committed to a graduate student. The Union acknowledges that the University can only fulfill this principle in respect to funding provided from the Faculty of Graduate Studies and Research budget (FGSR Fellowships and Awards). The Union acknowledges that scholarships may be adjusted for other reasons.

LETTER OF UNDERSTANDING #2

For the duration of this collective agreement, the University and the Union will dedicate one meeting per calendar year to review the policies outlined in Article 4 and discuss how the policies are implemented for Teaching Assistants.

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