



RATIFICATION DOCUMENT

CUPE Local 3912

and

Mount Saint Vincent University

June 2017

Article 1 – Recognition

OLD LANGUAGE:

- 1.1 The Employer recognizes the Union as the exclusive bargaining agent for certain part-time academic employees of Mount Saint Vincent University as defined by the certification order #4387 of the Nova Scotia Labour Relations Board. The certification order is attached to this Agreement as Appendix A.
- 1.2 CUPE Local 3912 shall have the right at any time to the assistance of representatives of the Canadian Union of Public Employees in matters of employment at MSVU and in order to deal with any matters that will promote the harmonious relationship between the parties in compliance with the Collective Agreement. Such representatives shall have access to the Employer's premises, following notification and approval by the Employer.

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- 1.1 The Employer recognizes the Union as the exclusive bargaining agent for certain part-time academic employees of Mount Saint Vincent University as defined by the certification order #4387 of the Nova Scotia Labour Relations Board. The certification order is attached to this Agreement as Appendix A.
- 1.2** CUPE Local 3912 shall have the right at any time to the assistance of representatives of the Canadian Union of Public Employees in matters of employment at MSVU and in order to deal with any matters that will promote the harmonious relationship between the parties in compliance with the Collective Agreement. Such representatives shall have access to the Employer's premises, following notification ~~to and approval by~~ the Employer.
Such access shall not interfere with the progress of work.

Article 4 – Copies of the Agreement

OLD LANGUAGE:

- 4.1 The Employer shall post an electronic copy of this Agreement on its public website within seven (7) calendar days following the signing of this Agreement. The Employer shall provide the Union with fifteen (15) printed copies of this Agreement within thirty (30) calendar days following the

signing of this Agreement. The Employer shall provide an electronic copy of this Agreement with each contract issued during the period of this Agreement.

- 4.2 The Employer shall notify members of applicable University and Departmental policies, including revisions to the Faculty Handbook, with each contract issued. Electronic access to University and Departmental policies that apply to members shall be provided to the Union.

Article 4 – Copies of the Agreement

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- 4.1 The Employer shall post an electronic copy of this Agreement on its public website within seven (7) calendar days following the signing of this Agreement. The Employer shall provide the Union with fifteen (15) printed copies of this Agreement within thirty (30) calendar days following the signing of this Agreement. The Employer shall provide an electronic copy of this Agreement with each contract issued during the period of this Agreement.

- 4.1.1 The Employer shall provide the Union with an electronic copy of this agreement in Word within seven (7) calendar days following the signing of this agreement. In the event of a discrepancy between versions of this agreement, the original signed version shall prevail.**

- 4.2 The Employer shall notify members of applicable University and Departmental policies, including revisions to the Faculty Handbook, with each contract issued. Electronic access to University and Departmental policies that apply to members shall be provided to the Union.

Article 7 – Academic Freedom

OLD LANGUAGE:

- 7.1 Members with primary responsibility for designing a course shall be accorded academic freedom in that work.
- 7.2 The Employer and the Union agree to abide by the principles of academic freedom as expressed in the following statement: academic freedom involves the right to teach, investigate, speculate, and publish without deference to prescribed doctrine and free from institutional censorship. It involves the right to criticize the University. The right to academic freedom carries with it the duty to use that freedom in a responsible way.

- 7.3 Academic freedom does not confer legal immunity, nor does it diminish the obligation of members to meet their responsibilities as defined in this Agreement.
- 7.4 The Employer agrees that members have the right to privacy in their personal and professional communications and files, whether on paper or in electronic form. The level of privacy, however, does not exceed that of reasonable expectations.

Article 7 – Academic Freedom

NEW LANGUAGE:

- ~~7.1 Members with primary responsibility for designing a course shall be accorded academic freedom in that work.~~
- 7.1 Members shall be accorded academic freedom in carrying out their duties, including designing and presenting a course, insofar as the employee abides by the course design, contents and methods of delivery as determined by the Employer. Notwithstanding the foregoing, the Employer reserves the right to specify what teaching materials are to be used in order to conform to course descriptions, programs curriculum and requirements to meet academic objectives of the academic unit and/or the Employer.**
- 7.2 The Employer and the Union agree to abide by the principles of academic freedom as expressed in the following statement: academic freedom involves the right to teach, investigate, speculate, and publish without deference to prescribed doctrine and free from institutional censorship. It involves the right to criticize the University. The right to academic freedom carries with it the duty to use that freedom in a responsible way.
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Article 8 – Code of Conduct

OLD LANGUAGE:

- 8.1 Members shall disclose any conflict of interest or other circumstances known to them which may reasonably introduce or appear to introduce bias into their academic judgement or administrative decisions with respect to students.
- 8.2 The University alone, through the Board of Governors, is empowered to authorize use of its name.
- 8.3 A member may not use University services, personnel, equipment or offices for activities unrelated to her employment by the University.

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- 8.2 The University alone, through the Board of Governors, is empowered to authorize use of its name.
- 8.3 A member may not use University services, personnel, equipment or offices for activities unrelated to her employment by the University.
- 8.4 Members shall abide by the Mount Saint Vincent University Code of Conduct Policy and all other approved university policies and procedures. It shall be the responsibility of the University to inform members of such policies.**

Article 10 – No Discrimination

OLD LANGUAGE:

- 10.1 The Employer and the Union agree that there shall be no discrimination against any employee in accordance with the Nova Scotia *Human Rights Act*. The parties acknowledge that this commitment to no discrimination may give rise to the duty to accommodate an individual member. The parties agree that in such circumstances a reasonable accommodation up to the point of

undue hardship shall be sought. The parties acknowledge that the process of accommodation is a cooperative one which shall be undertaken in compliance with Nova Scotia's *Human Rights Act*. Any accommodation under this article shall be a written agreement between the University and the member, which shall be documented in the member's personnel file in accordance with Article 15 of this Agreement.

- 10.2 It is understood and agreed that, notwithstanding Article 10.1 above, the Employer's policy with respect to the preferred hiring of women shall continue and shall be encouraged and developed by the parties to this Agreement.
- 10.3 It is understood and agreed that, notwithstanding Article 10.1 above, the Employer, having signed a Certificate of Commitment to Implement Employment Equity under the terms of the Federal Contractors Program is committed to the hiring of women, visible minorities, aboriginal peoples and persons with disabilities.

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- 10.3 It is understood and agreed that, notwithstanding Article 10.1 above, the Employer, having signed a Certificate of Commitment to Implement Employment Equity under the terms of the Federal Contractors Program is committed to the hiring of women, visible minorities, aboriginal peoples and persons with disabilities.
- 10.4 The parties agree to promote workplace diversity and shall ,where**

appropriate, work together to facilitate the implementation of employment systems, policies, practices that are inclusive and non-discriminatory in nature and effect and that are consistent with the terms and conditions of this agreement.

Article 11 – Sexual & General Harassment and Fair Treatment

OLD LANGUAGE:

- 11.1 The Employer and the Union neither tolerate nor condone sexual or general harassment or unfair treatment in the workplace.
- 11.2 The University and the Union agree that the provisions of the policies and procedures on sexual and general harassment and fair treatment, as approved by the Board of Governors, shall be binding on the parties.
- 11.3 The University and the Union agree that the policies referred to in Article 11.2 shall be subject to a normal review process as established by the Board of Governors, to which members of the Union shall have representation on a review committee established for that purpose.
- 11.4 A member retains her rights to grieve any alleged violation of the Collective Agreement that may arise in the application of the policy(ies) and procedure(s).
- 11.5 If a recommendation for disciplinary action or dismissal is made in the application of the provisions of the policy(ies), the procedures outlined in Article 20 (Discipline and Dismissal) of this Agreement shall apply.

Article 11 – Sexual & General Harassment and Fair Treatment

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- 11.1** The Employer and the Union neither tolerate nor condone sexual or general harassment ~~or unfair treatment~~ in the workplace.
- 11.2** The University and the Union agree that the provisions of the ~~policies and procedures on sexual and general harassment and fair treatment~~ **Harassment and Discrimination Policy and the Policy Against Sexual Assault**, as approved by the Board of Governors, shall be binding on the parties.
- 11.3** The University and the Union agree that the policies referred to in Article 11.2 shall be subject to a normal review process as established by the

Board of Governors, to which members of the Union shall have representation on a review committee established for that purpose. **The Union shall have representation on the committee responsible for review of these policies, and any changes to or amendments to the policies shall take effect only after consultation with the Union.**

- 11.4** A member retains her rights to grieve any alleged violation of the Collective Agreement that may arise in the application of the ~~policy(ies)~~ **policies** and ~~procedure(s)~~ **procedures**.
- 11.5** If a recommendation for disciplinary action or dismissal is made in the application of the provisions of the ~~policy(ies)~~ **policies**, the procedures outlined in Article 20 (Discipline and Dismissal) of this Agreement shall apply.

Article 12 – Precedence

OLD LANGUAGE:

- 12.6 The University may appoint, at its option, as an exception to Article 12.9, without posting, to fill a position:
- 12.6.3 A post-doctoral fellow, or a visiting professor at the University.

NEW LANGUAGE:

- 12.6.3** A post-doctoral fellow, **an adjunct professor**, or a visiting professor at the University.

Qualifications

OLD LANGUAGE:

- 12.8 Applicants are required to provide an application package in the manner specified in the posting. The application shall include a letter of application, an up to date CV and the names of two references for positions in each Department to which they apply. Applicants who apply for multiple positions at one time within one Department may refer to multiple positions in one application package.

NEW LANGUAGE:

- 12.8** Applicants are required to provide an application package ~~in the manner as~~ specified in the posting. The application shall include a letter of application, an up to date CV and the names of two references for positions in each

Department to which they apply. Applicants who apply for multiple positions at one time within one Department may refer to multiple positions in one application package.

Precedence

OLD LANGUAGE:

- 12.9.1 A newly hired member shall be considered to be on probation until the completion of the equivalent of two full-unit courses over a minimum of two academic years and whose evaluations for those courses are satisfactory in accordance with Article 14. Upon completion of the probationary period the employer shall have six months to evaluate the employee and place her on the precedence list.

NEW LANGUAGE:

- 12.9.1** A newly hired member shall be considered to be on probation until the completion of the equivalent of two full-unit courses over a minimum of two academic years and whose evaluations for those courses are satisfactory in accordance with Article 14. Upon completion of the probationary period the employer shall ~~have six months to evaluate the employee and place her~~ **the member** on the precedence list **in accordance with Article 12.11.**

OLD LANGUAGE:

- 12.9.2 The employer may remove a member from the precedence list if:

NEW LANGUAGE:

- 12.9.2.2.2 Parental leave equivalent to the parental leave entitlement specified in the Nova Scotia Labour Standards Code (currently fifty-two (52) weeks) does not count toward the thirty-six (36) months stated in Article 12.9.2.2. A member requesting to take parental leave shall notify the Office of the Vice-President (Academic) as soon as possible but no less than thirty (30) working days in advance of the commencement of such leave.**

NEW LANGUAGE:

- 12.9.2.3.2 Where a Performance Improvement Plan is in place, the member will receive course evaluations, but such evaluations will not be used to remove a member from the Precedence List and shall not count as part of the four (4) consecutive terms outlined in Article**

12.9.2.3OLD LANGUAGE:

- 12.11 On or before June 1 of each year, the Employer shall provide to the Vice-President of the Union and the CUPE Local 3912 Office a listing via email for the upcoming academic year of all members of the bargaining unit who have precedence under Article 12.9 by name, department, number of units and year taught. Courses taught in summer sessions will be counted on the precedence list issued in the following year.

NEW LANGUAGE:

- 12.11** On or before June 1 of each year, the Employer shall provide to the Vice-President of the Union and the CUPE Local 3912 Office a listing via email for the upcoming **Fall and Winter terms** academic year of all members of the bargaining unit who have precedence under Article 12.9 by name, department, number of units and year taught. **The list will include all courses taught up to the preceding Winter Term.** ~~Courses taught in summer sessions will be counted on the precedence list issued in the following year.~~

On or before December 1 of each year, the Employer shall provide to the Vice President of the Union and the CUPE Local 3912 office a listing via email for the upcoming summer sessions of all members of the bargaining unit who have precedence under Article 12.9 by name, department, number of units and year taught. The list will include all courses taught up to the preceding summer session.

Article 13 – Workload for Part-Time FacultyOLD LANGUAGE:

- 13.1 The following elements constitute a part-time faculty member's workload: preparation, teaching, student consultation, grading and marking, distribution of Senate-approved student evaluation questionnaires, involvement in student appeals and other duties appropriate to the appointment.
- 13.1.1 Preparation shall include development and distribution of a course outline in accordance with University regulations, preparation to conduct class, preparation of assignments, tests and examinations, ordering of textbooks, and where applicable, placing of materials on library reserve.
- 13.1.2 Teaching shall include conducting classes during scheduled contact hours, and may include demonstrations and supervision of field trips as appropriate.

- 13.1.3 Student consultation shall include being available for a reasonable amount of time for consultation about the course outside scheduled contact hours.

Article 13 – Workload for Part-Time Faculty

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- 13.1 The following elements constitute a part-time faculty member’s workload: preparation, teaching, student consultation, grading and marking, distribution of Senate-approved student evaluation questionnaires, involvement in student appeals and other duties appropriate to the appointment.
- 13.1.1** Preparation shall include development and distribution of a course outline in accordance with University regulations, preparation to conduct class, preparation of assignments, tests and examinations, ordering of textbooks, **establishing a learning management system site for the course**, and where applicable, placing of materials on library reserve.
- 13.1.2 Teaching shall include conducting classes during scheduled contact hours, and may include demonstrations and supervision of field trips as appropriate.
- 13.1.3** Student consultation shall include being available for a reasonable amount of time for consultation about the course outside scheduled contact hours. **Part-time faculty shall inform the students and Chair in writing of their availability in person and/or online for student consultation, including office hours and contact information.**

Article 14 – Evaluation

OLD LANGUAGE:

- 14.1 Assessment of performance in a position shall include the following criteria:
- 14.1.1 Teaching performance;
- 14.1.2 Fulfilment of workload responsibilities.
- 14.2 Teaching performance may be assessed through consideration of the following:
- 14.2.1 In-class review and/or online review by department faculty with notice of five days by department Chair;

- 14.2.2 Departmental review of course and program content;
- 14.2.3 Results of Senate-approved student evaluations;
 - 14.2.3.1 If a person is applying for a position while currently teaching for the University, then the most recent student evaluations available in the academic file shall be used in the assessment;
- 14.2.4 Substantiated student reports on teaching.
- 14.3 Workload responsibilities are defined in Article 13. Fulfilment of workload responsibilities may be assessed through consideration of the following:
 - 14.3.1 Timeliness in attendance to duties;
 - 14.3.2.1 Adherence to departmental and University policies.
- 14.4 In accordance with Article 12.9.1 and Articles 14.1 to 14.3, the department Chair, or her designate, shall assess performance and submit a brief written performance evaluation to the Dean for inclusion in the academic file, with a copy to the member, specifying whether the member's performance has been satisfactory or unsatisfactory. A member may submit a written response to the evaluation for inclusion in the academic file, with a copy to the department Chair.
 - 14.4.1 Course evaluations that are not completed within sixty (60) days of the end of the term shall not be used to remove a member from the precedence list as per Article 12.9.2.3.
 - 14.4.2 After one unsatisfactory performance evaluation, the member's Chair and/or Dean shall meet with the Employee to discuss the performance evaluation and opportunity for improvement.
- 14.5 The Employer shall, except where there are circumstances beyond their control, make available to members complete student evaluations, including students' comments, within thirty (30) working days of the end of the term in which the course was taught.
- 14.6 When a member reaches Step 3 of the stipend scale, and has not received an unsatisfactory performance evaluation, in accordance with Article 14.4, in the past thirty-six (36) months, the number of courses subject to student evaluation will be limited to one per academic year.

Article 14 – Evaluation

NEW LANGUAGE:

14.2 Teaching performance may be assessed through consideration of the following:

14.2.5 Faculty members optional self-assessment of teaching performance as per article 14.4.

14.3.3 Faculty members optional self-assessment of fulfilment of workload responsibilities as per article 14.4.

14.4 A member may submit a completed self-assessment form to the department Chair for consideration as part of the Chair’s assessment. The self- assessment form shall be submitted to the Chair and copied to the Dean, within twenty (20) days of the end of the term in which the course was taught in order to be considered as part of the Chairs assessment. The self -assessment form shall be included in the employees academic file.

14.4.1 The Joint Committee shall be responsible for the development of a mutually agreed self-assessment form.

NEW LANGUAGE: (Re-number old 14.4 to 14.5)

14.5 In accordance with Article 12.9.1 and Articles 14.1 to 14.3, the department Chair, or her designate, shall assess performance and submit a brief written performance evaluation to the Dean for inclusion in the academic file, with a copy to the member, specifying whether the member’s performance has been satisfactory or unsatisfactory. A member may submit, **within twenty (20) working days of receiving the performance evaluation**, a written response to the evaluation for inclusion in the academic file, with a copy to the department Chair.

14.5.1 Course evaluations that are not completed within sixty (60) days of the end of the term shall not be used to remove a member from the precedence list as per Article 12.9.2.3.

14.5.2 After one unsatisfactory performance evaluation, the member’s Chair and/or Dean shall meet with the Employee to discuss the performance evaluation and opportunity for improvement.

14.5.3 Where a member and the Chair and/or Dean have met following a first unsatisfactory evaluation in accordance with Article 14.4.2, the parties may establish a performance improvement plan upon mutual agreement of the employee, the Chair and the Dean. The performance improvement plan shall set out formal measures for performance improvement in areas outlined in Article 14.1-14.3 in which the members performance has been deemed unsatisfactory and a timeline for completion, which shall normally not be more than one full term.

Old 14.5 renumbered to 14.6:

14.6 The Employer shall, except where there are circumstances beyond their control, make available to members complete student evaluations, including students' comments, within thirty (30) working days of the end of the term in which the course was taught.

~~**Old 14.6** When a member reaches Step 3 of the stipend scale, and has not received an unsatisfactory performance evaluation, in accordance with Article 14.4, in the past thirty six (36) months, the number of courses subject to student evaluation will be limited to one per academic year.~~

Article 16 – General

OLD LANGUAGE:

16.3 Tuition Fee Reduction

All members shall be entitled to receive 50% remission of fees for all courses taken at the University towards an undergraduate degree (excluding B. Ed.), and 50% remission of fees for audit courses taken at the University.

NEW LANGUAGE:

16.3 All members shall be entitled to receive 50% remission of fees for all courses taken at the University towards an undergraduate degree (excluding B. Ed.) **and master's degrees**, and 50% remission of fees for audit courses taken at the University. **Each member may claim a maximum of two half-unit credits per fiscal year.**

16.3.1 **To be eligible, members must be on the precedence list and have taught a minimum of one full credit in the previous twelve (12) months.**

16.3.2 The total cost of tuition reduction for master's degrees shall be capped at \$4000 per fiscal year. Applications shall be granted in order of application date.

OLD LANGUAGE:

16.5 Professional Development

The Employer and the Union acknowledge the importance of professional development for its members. The Employer shall provide a fund, to a maximum of \$4000.00 annually. Each member may apply to a maximum of \$500.00 annually.

16.5.1 The fund shall be used to support members presenting papers or participating in panels at academic conferences or attending academic conferences and/or teaching and learning conferences. The fund shall be allocated as follows:

16.5.1.1 \$2,500 of the fund shall be allocated to eligible applicants presenting papers or participating in panels at academic conferences;

16.5.1.2 \$1,500 of the fund shall be allocated to eligible applicants attending academic conferences and/or teaching and learning conferences;

16.5.1.3 At the end of each fiscal year, any remaining funds under Article 16.5.1.1 and 16.5.1.2 will be used to reimburse eligible applicants presenting papers or participating in panels at academic conferences or attending academic conferences and/or teaching and learning conferences not initially funded, in order of application date.

16.5.2 All applications must be submitted in advance of the conference to the member's Dean. To be eligible, members must be on the precedence list and have taught a minimum of one full credit in the previous twelve (12) months.

16.5.3 Successful applicants will be notified in writing with a copy to the Union.

NEW LANGUAGE:

16.5 Professional Development

The Employer and the Union acknowledge the importance of professional development for its members. The Employer shall provide a fund, to a maximum of \$4000.00 annually **per fiscal year. Effective April 1, 2017, the employer shall provide a fund, to a maximum of \$6000.00 per**

fiscal year. Each member may apply to a maximum of \$500.00 annually **per fiscal year.**

- 16.5.1 The fund shall be used to support members presenting papers or participating in panels at academic conference or attending academic conferences and/or teaching and learning conferences. ~~The fund shall be allocated as follows:~~
- ~~16.5.1.1 \$2500 of the fund shall be allocated to eligible applicants presenting papers or participating in panels at academic conferences.~~
- ~~16.5.1.2 \$1500 of the fund shall be allocated to eligible applicants attending academic conferences and/or teaching and learning conferences.~~
- ~~16.5.1.3 At the end of each fiscal year, any remaining funds under Article 16.5.1.1 and 16.5.1.2 will be used to reimburse eligible applicants presenting papers or participating in panels at academic conferences or attending conferences and/or teaching and learning conferences not initially funded, in order of application date.~~
- 16.5.2** All applications must be submitted in advance of the conference to the member's Dean. To be eligible, members must be on the precedence list and have taught a minimum of one full credit in the previous twelve (12) months. **Applications shall be granted in order of application date.**
- 16.5.3 Successful applicants will be notified in writing with a copy to the Union.
- 16.5.4 By April 30, the University will provide the Union with a summary of disbursements from the professional development fund for the preceding fiscal year.**

Article 18 – Leaves

OLD LANGUAGE:

- 18.1 The Employer agrees that if a part-time faculty member has to miss up to three class hours per course per term because of illness or other legitimate reason, there will be no deduction of pay from the stipend received by the member. The member shall ensure that all course material will be covered by the end of the term. The member shall notify the Department Chair, the Dean, via email, as well as the class cancellation line prior to the absence.

NEW LANGUAGE:

18.1 The Employer agrees that if a part-time faculty member has to miss up to three class hours per course per term because of illness or other legitimate reason, there will be no deduction of pay from the stipend received by the member. The member shall ensure that all course material will be covered by the end of the term. The member shall notify the Department Chair, the Dean, via email, as well as the class cancellation line prior to the absence.

18.1.1 Where a member is required to miss more than three class hours per course per term because of illness or other legitimate reason, the member may make a request for an extended leave to the Dean. Such extensions are subject to advanced approval by the Dean, and the member may be required to provide documentation to substantiate the leave in a form suitable to the Employer. Such requests shall not be unreasonably denied.

Article 19 – Vacations and HolidaysOLD LANGUAGE:

19.1 All members of the bargaining unit shall be entitled to an additional 6% of salary as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of the member's regular salary payment.

19.2 No member shall be required to work on the following holidays or any other holiday proclaimed by the federal, provincial or municipal governments:

New Year's Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Natal Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

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19.2 No member shall be required to work on the following holidays or any other holiday proclaimed by the federal, provincial or municipal governments:

New Year's Day

Heritage Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Natal Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Article 22 – Arbitration

OLD LANGUAGE:

22.1 In the event that an individual or Union grievance is not settled at Step Two of the grievance procedure, or the grievance is one that pursuant to Article 21.3.2 commences at Step 3 of the grievance procedures, or that an Employer grievance is not settled during the procedure outlined in Article 21.7, either the Union or Employer may give notice in writing, within the time limits set out in Article 21.6.1 and 21.7.3, to the other that the Union or the Employer, as the case may be, has elected to refer the unresolved grievance to arbitration.

22.2 In all cases there shall be a single arbitrator.

22.3 The arbitrator shall be selected from the following list in rotation in accordance with the date on which the grievance arose:

Bruce Outhouse
Peter MacKeigan

William Kydd
 Susan Ashley
 Augustus (Gus) Richardson

- 22.4 If an arbitrator is not available or agreeable to commence hearings within three months of being notified of selection, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection.
- 22.4.1 If none of the persons on the list can or will act within the required time, the parties may select an arbitrator not on the list. In the event that the parties fail to agree on another arbitrator either party may request the Minister of Labour to appoint an arbitrator.
- 22.5 The arbitrator shall sit without unnecessary delay and his/their decision shall be binding on both parties. The arbitrator is not authorized to alter, modify or amend any part of this Agreement.

Article 22 – Arbitration

NEW LANGUAGE:

- 22.1** In the event that an individual or Union grievance is not settled at Step Two of the grievance procedure, or the grievance is one that pursuant to Article 21.3.2 commences at Step 3 of the grievance procedures, or that an Employer grievance is not settled during the procedure outlined in Article 21.7, either the Union or Employer may give notice in writing, within the time limits set out in Article 21.6.1 and 21.7.3, to the other that the Union or the Employer, as the case may be, has elected to refer the unresolved grievance to arbitration. **This notice shall include the name of an arbitrator who may be appointed by mutual agreement**
- 22.1.1** **In the event that the parties fail to agree on an arbitrator, either party may request the Minister of Labour to appoint an arbitrator.**
- 22.2 In all cases there shall be a single arbitrator.
- ~~22.3~~ ~~The arbitrator shall be selected from the following list in rotation in accordance with the date on which the grievance arose:~~

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 Peter MacKeigan~~

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22.4.1 ~~If none of the persons on the list can or will act within the required time, the parties may select an arbitrator not on the list. In the event that the parties fail to agree on another arbitrator either party may request the Minister of Labour to appoint an arbitrator.~~

~~22.5~~**22.3** The arbitrator shall sit without unnecessary delay and his/their decision shall be binding on both parties. The arbitrator is not authorized to alter, modify or amend any part of this Agreement.

Renumber current 22.5, 22.6, 22.7, 22.8 and 22.9 to 22.3, 22.4, 22.5, 22.6, and 22.7 respectively.

Article 23 – Stipends

OLD LANGUAGE:

23.8 Employees who are unable to fulfil the duties of their contract due to becoming 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 apply for such payment by submitting a completed Application Form (Appendix D) and a Medical Information Form (Appendix E) completed by her attending physician in a form which is satisfactory to the Employer.

In accordance with the specified application form, the employee claiming payment under these provisions must declare that she has become disabled by reason of a medically determinable physical or mental impairment that prevents her from fulfilling the duties of employment and which cannot be accommodated by the Employer. The provisions of this Article are not intended to provide general sick leave or leave for scheduled elective medical procedures.

NEW LANGUAGE:

23.8.1 The current medical information form referred to in Article 23.8 (Appendix E) shall be continued until such time as the Joint Committee develops a mutually agreed form to replace it. Any subsequent changes or amendments to the form shall be made by the Joint committee.

Salaries per half unit representing a four (4) year collective agreement

Step	September 1, 2016	September 1, 2017	September 1, 2018	September 1, 2019
Steps 1,2 & 3	1.5%	1.5%	1.5%	1.5%
Step 1	+\$75	+\$50		

New Letters of Understanding attached.