

**SUMMARY OF THE AGREED-TO CHANGES TO THE COLLECTIVE AGREEMENT**  
**BETWEEN**  
**CUPE LOCAL 3912 & SAINT MARY'S UNIVERSITY (PART-TIME FACULTY)**

**Article 1 - Definitions**

1.2 Throughout this agreement the use of the feminine pronouns "**they/ them/their**" shall be considered **understood** to include the masculine and the plural includes "**and/or**" the singular and vice-versa as the context may require.

**Article 4 - No Discrimination**

4.1 The Employer and the Union agree that there shall be no discrimination **in accordance with the *Nova Scotia Human Rights Act*** against any employee ~~in accordance with the *Nova Scotia Human Rights Act*~~ **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 performing 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 8 – Copies of the Agreement**

8.1 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/or Word format. The Employer will provide ~~(25) twenty-five~~ **(10) ten** printed and signed copies to the Union within fifteen (15) days of the date of signing of the Agreement.

**Article 9 – Labour Management Committee**

9.1 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.

## **Article 12 – Grievance Procedure**

### 12.2 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 ~~she or he~~ **they** may have a grievance will initially and verbally discuss ~~her or his~~ **their** concerns with ~~her or his~~ **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 (20)~~ **twenty-five (25)** days of the date of the grievable event or within ~~twenty (20)~~ **twenty-five (25)** days of the date that this event could reasonably have been known by the grievor to have occurred or within ~~ten (10)~~ **fifteen (15)** days of the date that the Dean has rendered a decision in the informal process.

### 12.3 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 Vice-President, Academic and Research. Within ~~ten~~ **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 ~~ten~~ **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 ~~ten~~ **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 ~~ten~~ **fifteen (15)** days of receipt of the submission ~~to her or him~~, 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 ~~ten~~ **fifteen (15)** days after such meeting, give a decision in writing to the parties concerned.

### 12.5 Employer Grievance

Step 1 Where the Employer has a grievance the matter will be submitted in writing to the President of the Union. Within ~~ten (10)~~ **fifteen (15)** days of receipt of the submission ~~to her or him~~, the President of the Union shall call a meeting with the appropriate parties to discuss the grievance. The President of the Union shall, within ~~ten (10)~~ **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.

12.6 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, ~~she or he~~ **the grievor** will be deemed to have abandoned ~~her or his~~ **the** grievance.

### **Article 13 – Arbitration**

13.1 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 12. Failing resolution of the grievance under the provisions of the grievance procedure outlined in Article 12, the Union or Employer may, within ~~ten~~ **fifteen (15)** days of the conclusion of the last step of the grievance procedure, give notice of intent to submit the grievance to arbitration.

### **Article 15 – Evaluations**

- 15.1 b) Evidence of the part-time faculty member's teaching effectiveness, including:
- iii) An explanation of the teaching principles/philosophy and instructional methods used by the part-time faculty member to help students in ~~his/her~~ **their** courses to succeed.
  - iv) Results from the student evaluations of the part-time faculty member's teaching using the Senate-approved Instructor/Course evaluation system. **It should be understood by those persons assessing the dossier, and by the employees in preparing their dossiers, that the number of responses from student evaluation should be taken into consideration.**
  - v) A brief statement of any steps taken by the part-time faculty member to improve ~~his/her~~ **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.

## **Article 16 – Appointments/Reappointments/Course Assignments**

### 16.1 Appointments/Reappointments

- 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 ten (10) days of receipt of the Department/Program recommendation of ~~his/her~~ **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 member's 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) 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 15. 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 ten (10) days of receipt of the Department/Program recommendation of his/her **their** decision on the appointment and/or 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.

d) In cases where a decision on re-appointment is deferred for ~~one or~~ two years **or a further one year under 16.01(e)**, 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.

**e) 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.**

#### Assignments

16.03 a) When the university determines that a credit course assignment is available to the CUPE 3912 bargaining unit, the University shall post the credit course assignment to this bargaining unit. The assignment shall then be posted at the University and sent via email to the ~~Local Union office~~ **CUPE 3912 Webmaster** and uploaded by the Union to a website maintained at the cost of the Union. **This in no way limits the University's right to post or advertise these opportunities elsewhere.**

b) The closing date for applications shall be at least ten (10) days from the date of posting unless the vacancy occurs within ~~three (3)~~ **five (5)** weeks of the start date of the course assignment. When a vacancy occurs within ~~three (3)~~ **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.

16.04 ~~Opportunities to teach credit courses on a part-time basis will be posted in the hiring unit. This in no way limits the University's right to post or advertise these~~

opportunities elsewhere. The Employer shall forward a copy of all job postings to the CUPE 3912 Webmaster.

**Remaining clauses in Article 16 to be renumbered.**

16.07 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 his/her **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 ~~16.13~~ **16.12** 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, he/she **the employee** will be deemed to have resigned and shall forfeit precedence under Article ~~16.13~~ **16.12** of this collective agreement

16.11

**16.10** 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 ~~office of the Vice-President, Academic and Research~~ **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.

16.13

**16.12** 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 16.07;
  - 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 the ~~office of the Vice-President, Academic and Research~~ **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 21 – Academic Freedom and Intellectual Property**

### 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 his/her **their** representative.

## **Article 22 – Leaves of Absence**

22.02 If an Employee misses **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, ~~she~~ **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.

## **Article 23 – Vacations**

23.01 All members of the bargaining unit shall be entitled to vacation pay in accordance with Article 24.01 (a) ~~—(b)~~.

## **Article 24 – Compensation**

24.01 a) ~~Effective September 1, 2012 and September 1, 2013 stipends will be paid in accordance with Schedule A1. The stipend paid to employees is inclusive of vacation pay.~~

b)

**a)** ~~Effective September 1, 2014 and September 1, 2015,~~ Stipends will be paid in accordance with Schedule A2. The stipend paid to employees is exclusive of vacation pay. Employees shall receive vacation pay in accordance with the *Labour Standards Code*. Notwithstanding Article 16.13, 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.

e)

**b)** ~~Movement Through Schedule A1 and A2~~

- i. The Employer agrees that placement on the stipend scales shall be determined by the number of course previously taught in accordance with 16.09 (a) and the steps of ~~Schedule A1 and A2~~.
- 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 15<sup>th</sup> 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.

24.06 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 ~~\$4,000~~ **\$5500** annually with individual awards up to a maximum of ~~\$500~~ **\$600**. 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 conference 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.

**Schedule A – Maintain current steps; stipend is exclusive of vacation pay.**

**September 1, 2016 – 1.50%**

**September 1, 2017 – 1.50%**

**September 1, 2018 – 1.50%**

**September 1, 2019 – 1.50%**

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