

To: CUPE 3912 – MSVU Members

From: Cameron Ells, CUPE 3912 President and CUPE 3912-MSVU Negotiating Team Member

CC: Mark Cunningham, CUPE National Representative

Date: 2023.02.14

Consolidation of Agreed to Changes to 2016 – 2020 MSVU – CUPE 3912 Collective Agreement

“Tentative Agreement” for a 2020 – 2024 MSVU – CUPE 3912 Collective Agreement

Subject to CUPE 3912 MSVU Member Ratification Vote on February 16 – 17, 2023

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GENERAL

The parties agree to revise the language of the new Collective Agreement between Mount Saint Vincent University Board of Governors and Canadian Union of Public Employees Local 3912 as follows:

Replace: “Vice-President (Academic)” to “Vice-President Academic and Provost”

Definitions

Academic Year: September 1 to August 31

The Employer and Union agree that anywhere the word “year” exists within the collective agreement (CA) it is to be changed to Academic Year in the final CA document.

Article 3.4:

~~On or before October 1, February 1, June 1, and July 15 of each year,~~ **Following the first full pay period after the start of each academic term,** the Employer shall provide by e-mail to the CUPE Local 3912 Office a listing of all members of the bargaining unit by name, home address, postal code, phone number, email address if available, department, job classification, and salary. This shall also be copied electronically to the Secretary-Treasurer of the Union. The information provided shall be accurate to the best of the Employer's knowledge on the date provided.

Article 10: No Discrimination

~~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.~~

~~10.4 The parties agree to promote workplace diversity and shall, where appropriate, work together to facilitate the implementation of employment systems, policies, and practices that are inclusive and non-discriminatory in nature and effect and that are consistent with the terms and conditions of this agreement.~~

10.1 It is agreed that there shall be no discrimination practiced with respect to any employee by reason of age; race; colour; religion; creed; sex; sexual orientation; gender identity, gender expression; physical disability or mental disability; an irrational fear of contracting an illness or disease, ethnic, national or Indigenous origin; family status; marital status, source of income; political belief, affiliation or activity; membership or lack of membership, activity in the union; any other characteristic enumerated in the Nova Scotia *Human Rights Act*; as well as an individual having protected characteristics.

10.2 The Employer and the Union neither tolerate nor condone harassment nor discrimination in the workplace. Cases of alleged sexual and general harassment and/or discrimination will be dealt with in accordance with the University's current Harassment and Discrimination Policy.

~~10.3 The University and the Union agree that the provisions of the Harassment and Discrimination Policy shall be binding on the parties and acknowledge that any allegations of harassment and/or discrimination shall be dealt with in accordance with the provisions of the Harassment and Discrimination Policy.~~

10.3 The parties to this agreement agree to promote workplace diversity and shall, where appropriate, work together to facilitate the implementation of employment systems, policies and practices that are inclusive and non-discriminatory in nature and effect and which are consistent with the terms and conditions of this Collective Agreement.

10.4 It is understood and agreed that, notwithstanding Article 10.1 above, and consistent with the provisions of this Collective Agreement, the Employer, in accordance with the Employment Equity Act, is committed to the hiring of women, visible minorities, Indigenous peoples, and persons with physical or mental disabilities, as well as other groups that would contribute to the diversification of the University, such as African Canadians, other racialized groups, and persons of diverse sexual orientations and gender identities and/or expressions, as per the University Employment Equity Policy dedicated to equity, diversity, inclusion and accessibility (EDIA).

12.6 The University may appoint, at its option, as an exception to Article 12.9, without posting **(exceptional contract)**, to fill a position:

12.6.1 A full-time faculty member at Mount Saint Vincent University or an employee seconded as the result of an exchange agreement with another institution, and paid by the other institution;

12.6.2 A post-retirement employee for a three-year period beyond the member's retirement date.

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

12.6.4 A doctoral student enrolled in the doctoral program at the University **or who is at another University and directly supervised by a University faculty member.**

12.6.6 The University shall inform the Union in writing ~~at the beginning of each term~~ **annually at the end of the academic year**, the names of persons appointed under Articles 12.6.2, 12.6.3 and 12.6.4 for that ~~term~~ **year** and the departments to which they are appointed.

12.9.1 A newly hired member shall be considered to be on probation until **they have met the requirements to be on the precedence list.**

The following requirements must all be met prior to being added to the precedence list:

12.9.1.1 **The completion of the equivalent of two full-unit courses taught over a minimum of two academic years. This must occur within a 36-month period. The 36-month period commences with the start of the first day of the first course taught and ends 36 months later.** ~~and whose~~

12.9.1.2 **The evaluations for those courses outlined in 12.9.1.1 are must be** satisfactory in accordance with Article 14.

12.9.1.3 Upon completion of the probationary period the employer shall place the member on the precedence list in accordance with Article 12.11.

*Acceptance is contingent on withdrawal of all outstanding grievances (French, DiGiorgio, and Harper) related to this article. Precedence for French, Harper, and DiGiorgio will be recalculated if appropriate. The parties agree there shall be no financial implications as a remedy to either party as a result of accepting this proposal. No retroactive payment shall be issued to any of the grievors as a result of any change to precedence.

12.9.2.3 A person has received unsatisfactory evaluations in accordance with Article 14 for two of four consecutive terms. ~~For further clarity, in this article, term refers to Fall, Winter, Summer I or Summer II.~~

- 12.15 An offer of appointment to a position shall be made by the issuance of a letter of appointment **sent electronically to the candidate**. A letter of appointment shall include the following:
- 12.16 Acceptance of an offer of appointment shall be by signing the letter of appointment and returning it **electronically** to the Dean's Office within ~~two (2) weeks~~ **seven (7) working days** of it being conveyed by the Dean's Office or by the start date of the course, whichever is earlier. The contract is not in effect until received by the Dean's Office in accordance with this Article.

New Article 13.8.1

13.8.1 In cases where additional teaching units are required to meet program needs, the University may increase the 2.0 unit limit per member limited to twelve (12) times university wide per academic year. The University shall notify the Union of each instance with specific details of the contract where additional teaching units are applied.

- 14.5 In accordance with Article 12.9.1 and Articles 14.1 to 14.3, the department Chair, or 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 **and the MSVU CUPE 3912 Vice-President**, 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~~ **forty (40) working days** at the end of the term shall not be used to remove a member from the precedence list as per Article 12.9.2.3.

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~~ **\$6000.00** 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~~ **\$600.00** per fiscal year

- 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.

- 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 17: PROVISION OF FACILITIES

17.4 The employer recognizes that in order to carry out their teaching duties, members require access to appropriate facilities and resources. The Employer shall continue to endeavor to provide the support necessary for members to fulfil these duties. These facilities and resources shall include access to library services and holding, computer services, **learning management systems support**, telephones, appropriate teaching space, shared office space and furnishings, ~~secretarial~~ **administrative** and technical assistance.

Article 19: Vacations and Holidays

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	Natal Day
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

National Day for Truth and Reconciliation

Article 24: ~~Distance Education~~ Teaching and Learning Centre (TLC) and Online Learning (OL)

24.1 The Department of ~~Distance Learning and Continuing Education (DLCE)~~ **Teaching and Learning Centre (TLC) and Online Learning (OL)**, in consultation with the Department Chair and Dean, shall coordinate the development and delivery of credit ~~distance education~~ **online** courses.

24.1.1 The development, complete re-development, revision or delivery of a ~~distance education~~ **an online** course shall be governed by the terms and conditions of a ~~DLCE~~ **TLC** contract authorized by the Dean and issued by ~~the Office of the Vice President (Academic)~~ **TLC or their designate**. Copies of this agreement shall be forwarded to the member's Chair, Dean, and the local Union Vice-President. The agreement shall include provisions for copyright to intellectual property and sharing of royalties where applicable in accordance with Article 25.2.

- 24.2 The normal workload associated with teaching a course is defined in Article 13. Workload for ~~DLGE~~ **TLC** courses includes the following additional obligations:
- 24.2.1 Preparation of all material for the course and any modifications required due to changed assignments, new editions of textbooks, or the addition of supplementary materials. Such modifications and new materials that require submission to the ~~DLGE~~ **TLC** for posting on the relevant online site(s) of the course shall be completed and submitted to ~~DLGE~~ **TLC** as early as possible, but in no case any later than three weeks prior to the commencement of class;
 - 24.2.2 Preparation of discussion materials and management of teleconferences and online discussions if part of the course;
 - 24.2.3 For local students, invigilation of all tests and examinations, provided that students take tests and examinations in accord with the course outline and Registrar's regularly scheduled final exam period.
 - 24.2.4 Communication with students on a regular basis throughout the course.
- 24.3 The pay schedule for the development of complete re-development of a distance education course using information and communication technology in accordance with criteria provided by ~~DLGE~~ **TLC** shall be the same as that stipulated in Article 23.
- 24.3.1 The University reserves the right to use the material prepared by the appointee under this agreement until such time as it is superseded by revisions or re-development. Such use shall be in accordance with Article 25.2.
- 24.4 Compensation for the revision of a ~~distance education~~ **an online** course shall be a prorated share of the compensation specified in Article 23. The prorated amount of the revision shall be determined by the Dean in consultation with ~~DLGE~~ **TLC**, the member, and the Chair.
- 24.4.1 Tasks identified in Article 24.2 are not considered course revisions.
- 24.5 Compensation for teaching a course offered through ~~DLGE~~ **TLC**, with the exception of teaching the rebroadcast of a televised course, shall be in accordance with the provisions of Article 23.
- 24.6 The decision to rebroadcast a televised course shall be made by the Department Chair and Dean in consultation with ~~DLGE~~ **TLC**. With the consent of the course developer and the agreement of the Chair and Dean, the workload associated with rebroadcast may be undertaken by another instructor.
- 24.7 Compensation for the rebroadcast of a recorded course offered through ~~DLGE~~ **TLC** shall be as follows rather than in accordance with the provisions of Article 23:
- 24.7.1 For the rebroadcast of a recorded course, the course developer shall receive a royalty fee of \$300;

- 24.7.2 The Member managing the course shall receive a sum of \$150 per student enrolled in a half-unit course or \$300 per student enrolled in a full-unit course.
- 24.8 An Employee who has developed ~~a distance education~~ **an online** course in accordance with article 24.1.1, shall have the right of first refusal, regardless of precedence, on the first posting for that course provided that the member has applied for the position.
- 26.1 The term of this agreement shall be September 1, ~~2016~~ **2020** to August 31, ~~2020~~ **2024**
- 26.2 Except as otherwise specified in the Article, all provisions of this Collective Agreement come into effect upon the ratification of the Agreement.
- 26.2.1 Wages for all employees shall be retroactive to September 1, ~~2016~~ **2020**, or the date of hire, if later. Employees who have not held a contract with the Employer in the academic year ~~2016-17~~ **2022-23** shall be entitled to retroactivity upon giving the Employer notice within 30 days of the signing of this agreement.

Appendix A: Agree to renew.

Appendix B: Update and re-sign

Appendix C: Update and re-sign

Appendix D: Strike out and remove from agreement.

Appendix E: BOG Counter (Appendix X) is agreed.

New Appendix X

The Employer and the Union agree that a committee shall be struck within 30 days of the ratification of this agreement to further review the provisions of facilities to part-time faculty and CUPE 3912 with a special focus on reviewing the inventory of available office space and designating a number of bookable office spaces.

Appendix F: Agree to renew.

(New Article) Committee Meetings

Part-time faculty members who serve as JOHSC Members, who in accordance with the Nova Scotia Occupational Health and Safety Act and Regulations are entitled to payment shall receive \$20.00 per hour for attendance at JOHSC meetings. It is agreed and understood that Alternates are only entitled to pay when they are serving as the official representative. This article only applies to Part-time faculty members who are not already receiving payment from the University during scheduled meetings.

Renumber agreement as applicable.

Attachment 1: Designated Laboratory Courses

Applied Human Nutrition (GAHN + NUTR)	1102, 1103, 3315, 3326, 4400, 4409, 4414, 4417, 6400, 6409, 6414, 6417
Biology (BIOL)	1152, 1153, 2202, 2203, 2204, 2207, 2240, 3309, 3310, 3312, 3322, 3370, 3372, 3501, 3502
Chemistry (CHEM)	1103 , 1105, 1011, 1012, 2101, 2201, 2301, 2302, 2401, 2402, 3101, 3102, 3401, 3402, 3501, 3502
Family Studies & Gerontology (FSGN)	3321
Mathematics (MATH)	2208, 2209
Physics (PHYS)	1101, 1102, 1120, 1130 2301
Psychology (PSYC)	2209, 3312
Business Administration, Tourism and Hospitality Management (THMT)	1116, 2216, 3316, 3321 4411

SCHEDULE A

Salary proposal per half unit for a 4 year agreement from September 1, 2020 - August 31, 2024

Step	September 1, 2020	September 1, 2021	September 1, 2022 *	September 1, 2023 **
1	5,282	5,361	6,077	6,219
2	5,876	5,964	6,577	6,719
3	6,307	6,402	7,077	7,219

Percentage increases 1.50% 1.50% 3.00% 2.00%

***Year 3 Comparability Adjustment**

Step 1 - \$555
 Step 2 - \$434
 Step 3 - \$483

**** Year 4 Comparability Adjustment**

Step 1 - \$20
 Step 2 - \$11
 Step 3 - \$0

Total Percentage Increase (Compounded) 17.17%