

## ARTICLE 8                    COPIES OF THE AGREEMENT

8.01    The Employer will make an electronic copy of this agreement available on the University website within fifteen (15) days of the signing of the agreement and provide the Union with an electronic copy in PDF and Word format. **The Employer agrees to provide two original signed copies of the Collective Agreement to the CUPE National Representative or designate** ~~The Employer will provide (10) ten printed and signed copies to the Union within fifteen (15) days of the date of signing of the Agreement.~~

## ARTICLE 13            ARBITRATION

13.02 Within ~~ten (10)~~ **fifteen (15)** days of receipt of the written notice of intent to submit the grievance to arbitration, a single arbitrator may be appointed by mutual agreement between the parties.

13.03

- (a) If a single arbitrator is not appointed under Article 13.02, within ~~ten (10)~~ **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 ~~ten (10)~~ **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 ~~ten (10)~~ **fifteen (15)** days.

**ARTICLE 14            DISCHARGE AND DISCIPLINE**

14.02 Any meeting between the University and an Employee involving **that may involve** disciplinary action shall be in the presence of an officer of the union local, unless the Employee confirms in writing that the Employee has waived union representation. The Employee shall be informed two (2) calendar days prior to such meeting unless the Employee is a danger to him/herself and/or others. **The Employee shall be notified that the meeting is being called in accordance with Article 14.**

**ARTICLE ~~15~~ 16      EVALUATIONS**

~~15.01 (b) (iv)~~

**16.01 (b) (iv)**

Results from student evaluations of the part-time faculty member's teaching using the Senate-approved Instructor/Course evaluation system. **The inherent strengths and weaknesses of such course evaluations should be understood by persons assessing the dossier and by those preparing their dossier. For example it** ~~should be understood by those persons assessing the dossier, and by employees in preparing their dossiers, that~~ the number of responses from student evaluations should be taken into consideration.

## ARTICLE 16 APPOINTMENTS/REAPPOINTMENTS/COURSE ASSIGNMENTS

### Appointments/~~Reappointments~~

#### ~~(16.01)~~15.01

- (a) The qualifications of part-time faculty being recommended by a Department/Program for employment in any of the degree programs of the University shall be reviewed by the Dean of the appropriate Faculty. The Dean shall advise the Department/Program within ~~ten days~~ ~~(10)~~ **twenty-five (25)** days of receipt of the Department/Program recommendation of their decision on the appointment. If the Department/Program and Dean agree on the appointment of an individual, their decision is final. If the Dean does not agree with the Department/Program's recommendation on the appointment then the matter shall be referred to the Vice-President, Academic and Research whose decision shall be final.

### Reappointments

#### ~~16.01 (e)~~

#### 15.01

- (d) Once every three (3) years after initial appointment, the relevant Department/Program and the Dean of the appropriate Faculty shall review the qualifications and past performance of a part-time faculty member in accordance with Article ~~15~~**16**. **The part-time faculty member shall submit their teaching dossier in accordance with Article 16.01 by the submission date provided in their letter of appointment/reappointment.** Following this review, the Department/Program and the Dean shall recommend one of the following:
- i) Re-appointment for a further three years stating the areas of specialization and course levels the member is qualified to teach;
  - ii) Deferral of a decision on re-appointment for one or two years; or
  - iii) Termination of appointment.

The Dean shall advise the Department/Program within ~~ten (10)~~ **twenty (20)** days of receipt of the Department/Program recommendation of 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.

~~(16.02)~~ **15.01**

- (c) ~~A n~~New employees shall be on probation until ~~she~~ **they** ~~has~~ **have** taught the equivalent of two full courses at Saint Mary's University and ~~has~~ **have** taught in two twelve month periods, commencing in September of any given year. Following the successful completion of the probationary period, an employee shall be placed on the precedence list.

**Credit Course Assignments**

~~(16.03)~~ **15.03**

- (a) When the university determines that a **one or more** credit course assignments ~~is~~ **are** available to the CUPE 3912 bargaining unit, **the Department Chair will first circulate, to the email on file with the Department, the available credit course assignment(s) to individuals on the precedence list with a current teaching appointment in that Department/Program. The CUPE 3912 PT Faculty Vice President will be copied on this notification to their CUPE email address. Part-time faculty members thus informed of available credit course assignments will notify the Department Chair of their interest in teaching the circulated credit course(s) seven (7) days of the notice being sent. Part-time faculty members must specifically identify each course by name, number, and section for which they wish to be considered. Working from the top of the precedence list, the Department Chairperson will recommend the credit course assignment to those whose teaching appointment letter deems them qualified to teach the course and have the capacity within their teaching load to accept a credit course teaching assignment. These recommendations shall be forwarded to the Dean.**

- (b) **Should vacancies remain following the process outlined in Article 15.03 (a) the University shall post the credit course assignment to this bargaining unit. CUPE 3912 PT Faculty** ~~The assignment shall then be posted at the University and sent~~ via email to the CUPE 3912 ~~Webmaster~~ **Outreach Coordinator**. This in no way limits the University's right to post or advertise these opportunities elsewhere. **The closing date for applications shall be at least eight (8) days from the date of posting.**

~~(16.03)~~ **15.03**

- (b) ~~The closing date for applications shall be at least ten (10) days from the date of posting unless the vacancy occurs within five (5) weeks of the start date of the course assignment.~~ When a vacancy occurs within five (5) weeks of the start date of the course assignment, the University will offer the course assignment to the next available qualified person with precedence. If no qualified person on the precedence list is available within the time frame for the decision making, the University may assign the work to a person deemed suitable.

- ~~(16.07)~~**15.07** The Employer agrees to provide a ~~signed copy of each employee's part time contract~~ **a summary spreadsheet of all part-time contracts issued per term** to the Local Union office. **This spreadsheet will identify those appointed under Article 15.08 (c).**

**Precedence**

~~(16.08)~~ **15.08**

- (a) Persons applying for a course assignment for which they meet the qualifications shall have precedence based on the number of credit courses previously taught at Saint Mary's University, on a part-time basis. In the event that more than one applicant has equal precedence under this provision, the final recommendation for

course assignment shall be made by the Department Chair to the Dean. Precedence is not limited to any specific department.

- (b) Notwithstanding Article ~~16~~**15.08(a)**, effective September 1, 2010, if a member who has previously taught at Saint Mary's University on a part-time basis is appointed to a limited term teaching position, she shall receive precedence points for CUPE 3912 equal to the number of courses taught during the sessional appointment.
- (c) To contribute to the academic progress of doctoral students enrolled at Saint Mary's University, the Employer may without posting and without precedence assign up to ~~fifteen (15)~~ **twenty-one (21)** FCEs per year to doctoral students. No more than six (6) FCEs shall be assigned to any one doctoral program per year. **No more than two FCEs shall be assigned to any individual doctoral student for the duration of their program under this clause.** Such individuals shall be included in the bargaining unit.

**ARTICLE 20            HEALTH AND SAFETY**

**\*NEW\***

**Article 20.02**

**Health & Safety**

**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. The representative appointed shall be entitled to a stipend of 3% of the basic stipend for 1.0 FCE for Part-Time Academics for each academic year of service to the Joint Occupational Health and Safety Committee.**

## **ARTICLE 22            LEAVES OF ABSENCE**

### **Jury Duty**

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

**\*NEW\***

**22.04 An Employee may be entitled to other leaves in accordance with the Nova Scotia Labour Standards Code. Further information can be found at**

**<https://www.nslegislature.ca/sites/default/files/legc/statutes/labour%20standards%20code.pdf>**.

## **ARTICLE 24            COMPENSATION**

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 ~~\$5,500~~ **\$10,000** annually with individual awards up to a maximum of ~~\$600~~ **\$900**. The awards will be evaluated and granted on a first-come, first-served basis. The fund shall be used to support Employees presenting papers or participating in panels at academic conferences and/or attending relevant professional development opportunities; e.g. teaching and learning workshops related to their duties and responsibilities. Proposals shall be approved by the Vice-President, Academic and Research on the recommendation of the appropriate Dean. To be eligible Employees must be on the precedence list and have taught a minimum of 1.0 FCE's in the previous twelve (12) months. Successful applicants will be notified in writing with a copy to the union.

**\*NEW\***

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

**\*NEW\***

### **Memorandum of Understanding**

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

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

**\*NEW\***

### **Memorandum of Understanding**

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

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

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

**SCHEDULE A**

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

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

**Schedule A – Summary in principle (values shown above in proposed Schedule A)**

**1) Increased the stipend by 1.5% in years 1 and 2**

**2) Added the following amounts to the Year 2 stipend before calculating each stipend for Year 3:**

- **\$1750 basic stipend (step 1)**
- **\$450 (steps 2-6)**

**3) Then increase the stipend by 2 % in years 3 and 4**