

**Agreement Between**

**and**

**CUPE LOCAL 3912**

**September 1, 2020**

**to**

**August 31, 2024**



## CONTACT INFORMATION

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## **PARTIES TO THE AGREEMENT**

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## **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 part-time faculty and provides a method for settling differences, which may arise from time to time between the parties.



Senate designates the academic Senate of Saint  
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Year means calendar year unless otherwise stated.



- (c) This bargaining unit has representation rights over the teaching component of a regular full-time

#### **ARTICLE 4 NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination in accordance with the Nova Scotia Human Rights Act against any employee 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 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 5 UNION MEMBERSHIP AND CHECK-OFF**

- 5.01 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.
- 5.02 The University shall deduct any dues or the equivalent of dues levied by the Union on its members.
- 5.03 Deductions shall be forwarded in one cheque to the National Secretary or 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, addresses and gender of employees from whose wages the deductions have been made.





**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.

8.02 Each letter of initial appointment shall provide a link to an electronic copy of the Agreement on the University website and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement.

**ARTICLE 9 LABOUR/MANAGEMENT COMMITTEE**

9.01 The Employer and the Union will establish an Employer-Union Committee made up of three representatives appointed by the Union (the Vice President of UCLPVO of the University [if a member with precedence is not available, a representative of the University], 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.

9.02 The Committee shall attempt to foster good communication and effective

procedure (including grievance and arbitration) and decision-making mechanisms. The Committee shall not have the power to add to, modify or amend this Agreement.

9.03 The Employer-

10.04 The Union agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union.

## 12.02 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 will initially and verbally discuss their concerns with 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 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 or within fifteen (15) days of the date that the Dean has rendered a decision in the informal process.

## 12.03 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-

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 (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 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 fifteen (15) days of receipt of the submission, 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 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 13.

#### 12.04 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 12.03 may be by-passed.

#### 12.05 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 13.

12.06 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, the grievor will be deemed to have abandoned the grievance.

12.07 The involvement of Union members in the grievance procedure shall not interfere with the members' teaching responsibilities.

12.08 Submissions and replies to individual grievances (12.03), Union policy grievances (12.04) and Employer grievances (12.05) shall be made in writing via email.

## **ARTICLE 13            ARBITRATION**

13.01 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







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 members 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) New employees shall be on probation until they have taught the required number of courses 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.

### **Reappointments**

- (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 16. The part-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 twenty (20) days of receipt of the Department/Program recommendation of their decision on the 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.

- (e) In cases where a decision on re-appointment is deferred for two years or a further one year under 15.01 (f), 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.
- (f) 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).

## Credit Course Assignments

15.02

- (a) When the university determines that one or more credit course assignments 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 courses assignments will notify the Department Chair of their interest in teaching the circulated credit course(s) within 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 15.02(a) the University shall post the credit course assignment to CUPE 3912 PT Faculty via email to the CUPE 3912 Outreach Eqqtflpcvqt0Vj kul"p"pq"y c{ "rdo ku"vj g"Wpkxgtuk{ a"tki j v"q"r quv'qt" advertise these opportunities elsewhere. The closing date for applications shall be at least eight (8) days from the date of posting.





courseu'r t g x k q w u n { " c w i j v c v U c k p v O c t { a u ' W p k x g t u k { . ' q p " c ' r c t v - t i m e 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 15.07(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 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.

15.08 In the event of an emergency situation such as, but not limited to, resignation, death, dismissal, or serious illness, allowing insufficient time to follow the terms of this article, the University will choose the next candidate with precedence from the applicant pool and will report its choice to the Union. In instances where there are no applicants with precedence, no suitable applicants, or no applicants, the University may assign the work to a person deemed suitable.

15.09 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







The university shall notify the part-time faculty member in writing of the submission date for the teaching dossier in their letter of appointment/re-appointment.

The teaching dossier shall include the following:

- (a) An up-to-date curriculum vitae, including degrees, professional designations or other credentials earned since the part-time faculty

- v) A brief statement of any steps taken by the part-time faculty member to improve their teaching, outlining professional/instructional development activities and the steps taken to maintain familiarity with up-to-date scholarship in the part-time g'hcwv{ "o go dgtu'f kær rpg" since the initial appointment/last three-year review.
- vi) Any additional information which is relevant to the assessment of the part-time g'hcwv{ "o go dgtu'vgej kpi " responsibilities.

Recommendations arising from the assessment of teaching effectiveness shall follow the procedure laid out in 15.01 (d).

- 16.02 The results of part-time faculty member evaluation will be shared in writing with the part-time faculty member, treated in a confidential manner, and placed in the part-time g'hcwv{ "o go dgtu'qhkcr"hg0" Hmrowing the conclusion of evaluations the teaching dossier shall be returned to the part-time faculty member.
- 16.03 No anonymous evaluative material concerning a part-time faculty member shall be kept in his/her official file or submitted in any formal deliberation, action, hearing or proceeding, except as provided in Clause 16.04.
- 16.04 Student evaluations of teaching, using the Senate-approved Instructor/Course Evaluation form, shall be carried out in each course taught by a part-time faculty member. Multiple-choice responses and other coded material gathered in this way as a result of any collective teacher evaluation authorized by the Senate or any Faculty of Saint Mary's University shall not be considered anonymous material under the terms of Clause 16.03. Comments and remarks written by respondents during such evaluations are anonymous material under the terms

of Clause 16.03, unless the Senate or a Faculty of Saint Mary's University specifically specifies otherwise. Signed comments are confidential, but may be revealed to the part-time faculty member they concern without identifying their authors.

## **ARTICLE 17            OFFICIAL FILES**

17.01        An Employee shall have the right during normal business hours, and with 48 hours notice, to examine the entire contents of his or her official file in the presence of a Union representative, in a private setting, in the presence of a person designated by the Vice-President, Academic and Research. Employees shall not remove or add any information from or to their official file. An Employee may include in the file rebuttal or their own written comments on the accuracy of information in the file. An Employee may obtain, upon written request, a copy of any of the contents of his or her file.

17.02

supervision of tests and examinations, evaluation of student performance and grading. The University and the Union acknowledge the importance of in-person consultation with and availability for students. Part-time faculty shall inform the students and Chair in writing of the times and the methods by which they will normally be available for student consultation.

18.02 Part-time faculty members shall comply with the deadlines and procedures established by Senate for reporting the grades of their students.

18.03 Part-time faculty may have a representative attend departmental meetings in which they are employed.

#### **ARTICLE 19 OFFICE SPACE AND FACILITIES**

19.01 Recognizing the severe space limitations facing the University, the Employer will endeavour to provide to employees shared office space and access to facilities and services required to fulfil their contractual obligations. The office space will be equipped with standard office equipment to include a desk, a filing cabinet, chairs, a telephone and a computer. Individual computer user, e-mail and voice mail accounts will be made available.

19.02 The Employer shall provide the Union with a bulletin board for the purposes of communicating with bargaining unit members in a location mutually agreed upon.

19.03 The Employer shall provide the Union access to meeting rooms, for the purpose of holding meetings with its members, subject to availability of space.

#### **ARTICLE 20 HEALTH AND SAFETY**

20.01 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



diminish the obligation of employees to meet their contractual responsibilities to the University.

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 their representative.

**ARTICLE 22**







- 24.03 For any conferences or workshops that the Employer requires an Employee to attend, the Employer shall pay for related expenses such as travel; meals, ceeqo o qf cvkqp" cpf "tgi kmtcvkqp" kp" ceeqtf cpeg" y kj " vj g" Go r nq{ gtai" vcvl policy. Any such conferences or workshops shall be approved in advance by the Dean.
- 24.04 Employees who become 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, upon request by the Employer, provide an appropriate medical certificate in a form, which is satisfactory to the Employer.
- 24.05 Employees teaching during the academic year or the summer sessions are entitled to a 25 percent reduction in the cost of an individual Tower membership.
- 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 \$10,000 annually with individual awards up to a maximum of \$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 j cxg" vwi j v'c"o kpk wo "qh" 3Q" HEGai" kp" vj g" r t g x k q w u" v y g r x g" \*34+ "o q p v j u 0" Successful applicants will be notified in writing with a copy to the union.

24.07 Wf qp'y tkwgp'tgs wguv'q'j g'Wpkxgtuk{ au'r c { tqmif gr ctvo gpv.'k'ku'ci tggf 'j cv'e"  
record of employment shall be issued directly to Employment and Social  
Development Canada (ESDC) consistent with current legislation.

**ARTICLE 25            TERM OF AGREEMENT**

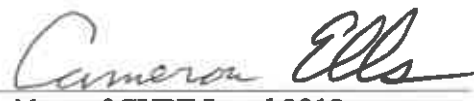
25.01     The Agreement shall be binding and remain in effect from the 1st day of  
September 2020, until and including the 31st day of August, 2024. Except for  
the monetary adjustments provided in Article 24.01 of this Agreement, all other  
provisions of this Agreement shall, unless otherwise stated, be effective from  
the date of signing of this Agreement. This Agreement shall continue from year  
to year after the 31st day of August 2024, 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.

25.02     Within twenty (2nBT/FwAnty sires

SAINT MARY'S UNIVERSITY

CUPE LOCAL 3912

  
\_\_\_\_\_  
President of the University

  
\_\_\_\_\_  
President of CUPE Local 3912



Witness as to the signing  
Saint Mary's University



Witness as to the signing  
by CUPE Local 3912





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