

COLLECTIVE AGREEMENT

Between

Mount Saint Vincent University

and

**The Canadian Union of Public Employees (CUPE)
Local 3912**

September 1, 2009 to August 31, 2012

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Definitions

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| Chair: | The head of an academic unit, or the person designated to act on her behalf. |
| Course: | A half-unit or full-unit of academic credit instruction offered by the University. |
| Dean: | Unless otherwise specified, the Dean of Arts and Science, the Dean of Professional Studies, or the Dean of Education. |
| Department: | An administrative unit of the University. |
| Dismissal: | The termination of employment. Failure to renew a contract does not constitute dismissal. |
| Employee: | An individual being paid by Mount Saint Vincent University to teach credit courses, or serve as lab instructor, on a per course basis. |
| Employer: | The Board of Governors of Mount Saint Vincent University and any person duly authorized by the Board to act on its behalf under this Agreement |
| Grievance: | Any dispute or difference arising out of the application, administration, interpretation, or alleged violation of the provisions of the Agreement. |
| Parties: | The Employer and the Union. |
| Position: | A work assignment to teach a specific academic credit course, or serve as the laboratory instructor for a specific academic credit course. |
| Union: | Canadian Union of Public Employees and its Local 3912. |
| Union Representative: | Member of the Union's executive, or a person designated to act on their behalf, in matters relating to bargaining unit members and this Agreement. |
| University: | Mount Saint Vincent University (when printed with an initial upper case letter). |
| Working Days: | Normally Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, except where the University has declared a holiday. |

Article 1: Recognition

- 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.

Article 2: Management Rights

- 2.1** The Union recognizes the Employer's right to manage and operate the University, except as explicitly limited by this Collective Agreement.

Article 3: Membership And Dues

- 3.1** No faculty member or laboratory instructor is required to join the Union as a condition of employment. However, each member of the bargaining unit, whether or not she is a member of the Union, shall pay dues or the equivalent of dues to the Union.
- 3.2** The Employer shall deduct monthly the dues or the equivalent of dues as assessed by the Union, from the salaries of all members of the bargaining unit.
- 3.3** Within fifteen (15) calendar days of the date of the monthly deductions, the Employer shall forward to the secretary of the Union the full amount of deductions, accompanied by a list of the names and corresponding deduction for each member of the bargaining unit from whose salary a deduction has been made.
- 3.4** On or before October 1, February 1, June 1, and July 15 of each year, the Employer shall provide by e-mail and hard copy to the office manager of the Union a listing of all members of the bargaining unit by name, home address, postal code, and phone number, department, job classification, and salary. This shall also be copied electronically to the Secretary Treasurer of the Union.
- 3.4.1** The confidentiality of individual data shall be respected by the Union, and the information shall be for the sole purpose of representing the employees in accordance with the Union's role as exclusive bargaining agent.

- 3.5 On or before 1 September of each year, the parties to the agreement shall exchange, in writing, the names and position titles of officers involved with the administration of the agreement.

Article 4: Copies of the Agreement

- 4.1 The Employer shall provide one (1) copy of this Agreement to each member's university mailbox within thirty (30) calendar days following signing of this Agreement. The Union will reimburse the University for one-half (1/2) of the associated costs.
- 4.2 The Employer shall notify members of any new or revised University policies that affect the membership, including revisions to the Faculty Handbook.

Article 5: Strikes and Lockouts

- 5.1 During the term of this Agreement, the Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts.
- 5.2 The University agrees that it will not direct employees covered by the collective agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those employees on strike or lock out.

Article 6: Joint Committee for Administration of the Agreement

- 6.1 A Joint Committee for the Administration of this Collective Agreement, composed of three (3) representatives of the Employer and three (3) members of the bargaining unit at least two (2) of whom currently hold precedence at the University and at least one (1) of whom is currently employed at the University, shall be established.
- 6.2 This committee shall meet as necessary at the written request of either party with ten (10) working days' notice.
- 6.3 This committee shall undertake to seek the timely correction of conditions that may give rise to misunderstanding, and to be a forum for the mutual exchange of information relating to this Agreement. Its purpose shall be to encourage cooperation between the parties with respect to administration of the Agreement, and to hear complaints and consider suggestions in this regard.

- 6.4** The parties agree to exchange lists of matters they wish to be discussed at least three (3) working days prior to a scheduled meeting.
- 6.5** Matters that are being dealt with under the grievance and arbitration articles of this Agreement (Articles 22 and 23) shall not be the subject matter of these meetings.
- 6.6** Minutes of these meetings shall be provided to Committee members, the Secretary of the Union, and the President of the University.

Article 7: Academic Freedom

- 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 8: Code Of Conduct

- 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.

Article 9: Health, Safety and Security

- 9.1 In accordance with the *Occupational Health and Safety Act* of Nova Scotia, the union is guaranteed representation on the University Occupational Health and Safety Committee. The parties agree that the Union is entitled to at least one member on the Committee. The parties further agree that the Committee shall elect the Co-Chairs, with support services provided through the Employer.

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.
- 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.

Article 11: Sexual & General Harassment and Fair Treatment

- 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 21 (Discipline and Dismissal) of this Agreement shall apply.

Article 12: Acquired Immune Deficiency Syndrome (AIDS)

- 12.1** The parties to this agreement recognize the University Policy on Acquired Immune Deficiency Syndrome and shall abide by said policy.

Article 13: Appointment Procedures

Posting of Part-time Contracts

- 13.1** When a position becomes available, the position shall be posted on the bulletin board outside the deans' office, except as specified in Articles 13.3 and 13.4; within 2 working days, the posting shall be copied electronically to the union.

The application deadline shall be:

- 13.1.1** no less than fifteen working days after the posting when it occurs more than three months in advance of the start date of the position; or
- 13.1.2** no less than five working days after the posting when it occurs more than one but less than three months in advance of the start date of the position; or
- 13.1.3** no less than two working days after the posting when it occurs more than two weeks but less than one month in advance of the start date of the position.
- 13.1.4** In the event of a temporary absence of up to 2 weeks, an applicant may apply in advance to her chair for positions which may be posted during her absence for which she is qualified.

- 13.2** Postings shall detail the start and end dates of the position, class time, duties, qualifications required as outlined in Article 13.6, remuneration and the application deadline.
- 13.3.** No position shall be posted when the University is closed for business, or during the study break as set out in the University Calendar.

Exceptions

- 13.4** The University will not be required to post any resulting position if within two weeks of the date on which such work is to begin or after the start date:
- 13.4.1** an employee withdraws from a position;
 - 13.4.2** an unanticipated position occurs;
 - 13.4.3** a position becomes available as a result of illness, death, dismissal or resignation;
 - 13.4.4** a position is offered to an employee who then declines to accept it.

In any of these circumstances the University shall offer the position to applicants in accordance with Article 13.8. In instances where there are no applicants, no suitable applicants, or when time and/or operational needs require that the regular assignment procedure be suspended, the University may assign the work to a person deemed suitable.

- 13.5** The University may appoint, at its option, as an exception to Article 13.8, without posting, to fill a position:
- 13.5.1** 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;
 - 13.5.2** a post-retirement employee for a three-year period beyond her retirement date.
 - 13.5.3** a post-doctoral fellow, or a visiting professor at the University.
 - 13.5.4** A doctoral student enrolled in the doctoral program at the University.

- 13.5.5** The combined number of positions filled through the application of Articles 13.5.2, 13.5.3 and 13.5.4 shall be limited to six (6) positions university wide per annum.
- 13.5.6** The University shall inform the Union in writing at the beginning of each term, the names of persons appointed under Articles 13.5.2, 13.5.3 and 13.5.4 for that term and the departments to which they are appointed.

Qualifications

- 13.6** For the purposes of this agreement, the term “qualifications” shall be deemed to include relevant credentials, experience which may include having taught the course previously, and demonstrated skills to do the work required in the position.
- 13.7** Applicants are required to provide an application package which shall include a letter of application, an up to date C.V. 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.
- 13.7.1** Applicants are responsible for providing proof of credentials upon request. The employer may require proof of credentials once for each credential listed on a CV or updated CV.

Precedence

- 13.8** Persons applying for a position shall have precedence for appointment based on the number of courses previously taught at Mount Saint Vincent University on a part-time basis, provided that they possess the qualifications as defined in the posting for the position. In the event that more than one applicant has equal precedence under this provision, the final recommendation for appointment shall be made by the department Chair to the Dean.
- 13.8.1** 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 15. Upon completion of the probationary period the employer shall have six months to evaluate the employee and place her on the precedence list.
- 13.8.2** Precedence ceases to apply if:

- 13.8.2.1** A person has been dismissed and not reinstated under Article 21;
- 13.8.2.2** A person has not held a teaching position at Mount Saint Vincent University within thirty-six (36) months.
 - 13.8.2.2.1** In exceptional circumstances, and at the Union's written request, a one-year extension to the thirty-six month period may be granted with the agreement of the Employer. Once a year, all such requests shall be submitted with supporting documentation to the Office of the Vice-President (Academic) by June 1.
- 13.8.2.3** A person has received unsatisfactory evaluations in accordance with Article 15 for two of three consecutive positions.
 - 13.8.2.3.1** Within seven working days, the Employer shall notify the Union in writing when any member has been so removed from the precedence list.

13.9 In the absence of qualified applicants with precedence under Article 13.8, the final recommendation will be made by the department Chair to the Dean.

13.10 On or before June 1 of each year, the Employer shall provide to the Vice-President of the Union a listing for the upcoming academic year of all members of the bargaining unit who have precedence under Article 13.8 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.

13.10.1 Any discrepancies or questions regarding the accuracy of the precedence list shall be reported to the Office of the Vice-President (Academic) on or before July 1 of each year. An amended list shall be provided to the Vice-President of the Union on or before July 15 of each year. The amended listing will be used for reference to positions available during the following September to August period inclusive.

13.11 A member with precedence who is appointed to a full-time faculty term position at Mount Saint Vincent University shall receive credit towards precedence per Article 13.8, of the maximum allowable units under Article 14.9.

Hiring Procedure

13.12 Upon reviewing all applications and evaluating them in accordance with the provisions of this Article, the department Chair will submit her hiring recommendation to the Dean.

13.13 The Dean shall review the recommendation from the department Chair and forward her own recommendation to the Vice-President (Academic), who shall issue a formal offer of appointment to the candidate.

13.14 An offer of appointment to a position shall be made by the issuance of a letter of appointment. A letter of appointment shall include the following:

13.14.1 Nature of the position (course or laboratory to be instructed)

13.14.2 Start and end dates of position

13.14.3 Salary

13.14.4 A description of duties and responsibilities

13.14.5 Any special conditions

13.15 An applicant shall sign the letter of appointment and return it to the Deans' Office within three (3) weeks of mail out, or by the start date of the course, whichever is earlier. The letter of appointment is not in effect until signed by both parties and received in the Deans' Office. A faxed copy will be considered acceptance of the offer in the interim; the original signed copy shall be forwarded before the end date of the position, and the original signed copy must be received by the Deans' Office to initiate stipend payment. An applicant shall inform the Dean in writing, within two (2) weeks of receipt of the letter if she does not accept the offer.

13.16 Where a letter of appointment, which has been signed by both the applicant and the Vice- President (Academic) is cancelled by the University, the applicant shall be paid a cancellation fee of \$100, or \$200 if cancellation occurs within two weeks prior to the start of class. Effective September 1, 2010 the applicant shall be paid a cancellation

fee of \$200, or \$300 if cancellation occurs within two weeks prior to the start of class.

13.16.1 If a course is team-taught, the applicants shall share the cancellation fee.

13.16.2 The cancellation fee shall be the same amount regardless of the credit value of the course.

Notification

13.14 A status report shall be provided electronically to the Union two weeks prior to the start of each term, and shall be updated weekly until two weeks after the commencement of classes in that term. The status report shall include the course number, the relevant department, and the name of the Employee teaching or serving as lab instructor for courses taught by members of the Union.

Article 14: Workload For Part-Time Faculty

14.1 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.

14.1.1 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.

14.1.2 Teaching shall include conducting classes during scheduled contact hours, and may include demonstrating and supervision of field trips as appropriate.

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

14.2 The following elements constitute a part-time laboratory instructor's workload: preparation, instructing, student consultation, grading and marking, involvement in student appeals and other duties appropriate to the appointment.

- 14.2.1** Preparation shall include organization of assigned laboratory and/or resource centre sections, preparation of instruction during contact hours, preparing laboratory quizzes and/or term laboratory tests, supervising student demonstrators, tutors, markers, and overseeing the safe operations of departmental laboratories.
- 14.2.2** Instruction shall include conducting laboratories during scheduled contact hours, delivering occasional classroom/lecture presentations on material directly related to students' laboratory assignments and work, administering laboratory quizzes and/or term lab tests.
- 14.3** Each half-unit course shall consist of 36 to 39 contact hours.
- 14.4** Part-time faculty members shall comply with all the deadlines and procedures established by Senate, including reporting the grades of their students and student appeals. A copy of students' grades on individual assignments are to be left with the department Chair.
- 14.5** Each hour of laboratory is equivalent to one-half contact hour when taught by a member. Members must be present and teaching for the period for which their contract specifies. Designated laboratory courses are listed in Attachment 1. Courses approved by the Senate may be added to, or dropped from Attachment 1 by application to the Joint Committee for the Administration of the Agreement.
- 14.6** Each hour of supplementary, regularly scheduled teaching, in courses specified in Attachment 2 shall be the equivalent of one-half hour of classroom period. Courses approved by the Senate may be added to, or dropped from, Attachment 2 by application to the Joint Committee for the Administration of the Agreement.
- 14.7** Where a member agrees to give a student a grade of incomplete, she shall complete the work involved in assigning such grade as part of the work assignment for the course but shall not be required to do so beyond the time limit the University allows for incompletes.
- 14.8** When a student grade is formally deferred following University procedures, the member agrees to leave with the department Chair a detailed explanation of what constitutes completion of the work involved in assigning such grade. The department Chair shall make separate arrangements to have the work completed and the work shall not be considered part of the workload of the member for the course.

- 14.9** A member shall not teach more than a total of two units during the Fall and Winter terms and no more than a total of two units during the Summer terms.

Article 15: Evaluation

- 15.1** Assessment of performance in a position shall include the following criteria:
- 15.1.1** teaching performance;
 - 15.1.2** fulfilment of workload responsibilities.
- 15.2** Teaching performance may be assessed through consideration of the following:
- 15.2.1** in-class review by department faculty with notice of five days by department Chair;
 - 15.2.2** departmental review of course and program content;
 - 15.2.3** results of Senate-approved student evaluations;
 - 15.2.3.1** 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;
 - 15.2.4** substantiated student reports on teaching.
- 15.3** Workload responsibilities are defined in Article 14. Fulfilment of workload responsibilities may be assessed through consideration of the following:
- 15.3.1** timeliness in attendance to duties;
 - 15.3.2** adherence to departmental and University policies.
- 15.4** In accordance with Article 13.8.1 and Articles 15.1 to 15.3, 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.

15.4.1 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 13.8.2.3.

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

15.6 When a member reaches Step 3 of the stipend scale, the number of courses subject to student evaluation will be limited to one per academic year.

Article 16: Personnel Files

16.1 There shall be two files for each member: an academic file and an administrative file. The administrative file and the academic file shall be maintained by the office of the Vice-President (Academic).

16.2 The academic file shall contain only documents pertinent to a member's application for appointment. These documents may include, but shall not be limited to, the member's curriculum vitae, results of Senate-approved teaching evaluations by students, university transcripts, letters of application, references, and material reflecting professional development and achievement. The member is responsible for submitting any of the documents she wishes to have included in her academic file, and for updating these as appropriate.

16.3 The administrative file shall contain documents pertaining to administrative matters of a non-disciplinary nature, and the final report issuing from any grievance(s), arbitration(s) or disciplinary action(s) except where such reports concern academic matters, in which case they shall be contained in the academic file.

16.4 A member shall have the right to examine the entire contents of her academic and administrative files in a private place during normal business hours. She shall also have the right, upon written request, to obtain a copy of any document contained in her personnel files, on a cost recovery basis.

16.5 No anonymous documents shall be kept in a member's administrative file or submitted as evidence in any formal decision or action involving a

member, except for the following types of anonymous documents, which are kept in the member's academic file:

16.5.1 tabulated results of Senate-approved, quantitative teaching evaluations by students;

16.5.2 non-statistical responses to Senate-approved teaching evaluations by students.

16.6 A member shall have the right to comment in writing on the accuracy, relevance, meaning or completeness of any of the contents of her academic file; such comments shall be added to her file. She shall also have the right to request in writing that any material which is false, irrelevant or inaccurate be removed from her file.

Article 17: General

17.1 Use of Facilities

The Employer agrees to allow members access to all sports, athletic and recreational facilities, and fitness memberships offered by Mount Saint Vincent University, at the fees charged to full-time faculty and staff.

17.2 Conferences

For any conferences or workshops that the Employer requires the member to attend, the University shall pay for all related expenses such as airfare or mileage, meals and accommodation, and registration fees in accordance with University policy rates on such travel.

17.3 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.

17.4 Full-Time Faculty Positions

When a full-time faculty position is available, a copy of the advertisement will be sent by the Office of the Vice-President (Academic) to the Union office for posting on the Union Web Page.

17.5 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.

- 17.5.1** The fund shall be used to support members presenting papers or participating in panels at academic conferences. At the end of each fiscal year, any remaining funds will be used to reimburse eligible members for attendance at academic conferences and/or teaching and learning conferences.
- 17.5.2** 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.
- 17.5.3** Successful applicants will be notified in writing with a copy to union.

Article 18: Provision Of Facilities

- 18.1** The Employer shall provide the Union with a lockable filing cabinet within a room designated as shared part-time faculty office space. This space shall be provided and maintained in accordance with Occupational Health and Safety legislation.
 - 18.1.1** The Employer shall provide a bulletin board designated for Union postings outside this space.
- 18.2** The Union shall have access to the internal postal service and to available meeting rooms within the University, according to established policies and booking procedures, free of charge.
- 18.3** In return for payment at prevailing rates, the Union shall have access to the printing, computing, library, audio-visual, telephone and any other University services available at established rates.
- 18.4** 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 endeavour to provide the support necessary for members to fulfil these duties. These facilities and resources shall include access to library services and holdings, computer services, telephones, appropriate teaching space, shared office space and furnishings, secretarial and technical assistance.

- 18.4.1** Shared offices assigned to employees shall be provided and maintained in accordance with Occupational Health and Safety legislation, and shall contain a desk, a chair, and an electric fan where necessary.

Article 19: Leaves

- 19.1** 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 and the class cancellation line prior to the absence.
- 19.2** If a member misses more than three hours per course per term without authorization by her Chair, except as specified in Article 20.3, she will be deemed to have resigned the course contract.
- 19.3** Upon written request to the Chair, supported by a copy of the summons, a member who is absent because of jury duty will suffer no loss of pay for up to three class hours per course per term missed. The member shall ensure that all course material will be covered by the end of the term. Jury duty extending beyond three class hours per course per term will be granted as leave without pay.
- 19.4** When an employee is absent for a period longer than those specified in Articles 19.1, 19.2, and 19.3, the member's stipend may be reduced by a pro-rated amount for the amount of the work assignment not performed.
- 19.5** A member shall be entitled to bereavement leave of three class hours per course per term because of death in her immediate family with 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 and the class cancellation line, prior to the absence.

Article 20: Vacations And Holidays

- 20.1** All members of the bargaining unit shall be entitled to an additional 4.9% of salary as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of the member's regular

salary payment.

- 20.2** 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

- 20.3** Members shall be entitled to other religious holidays and observances by agreement with their Dean and Chair. The faculty member shall ensure that all course material will be covered by the end of the term.

- 20.4** Upon termination of the position, upon request by the member, the Employer shall issue to the member a Record of Employment form within five (5) days of the end date of the position.

Article 21: Discipline and Dismissal

- 21.1** No employee shall be disciplined except for just cause. The principles of progressive discipline will be applied in all disciplinary procedures.

- 21.2** The disciplinary actions that may be taken by the employer include letter(s) of warning, letter(s) of reprimand, suspension with pay, suspension without pay, and dismissal.

- 21.3** The nature of any disciplinary action, together with the reasons therefore, shall be communicated to the member in writing, with a copy to the Vice-President of the Union, immediately upon the disciplinary action being taken by the Employer.

- 21.4** In all cases where disciplinary action, except dismissal, against a member is being considered, the following procedures shall apply:

21.4.1 Where allegations of misconduct against a member are made to the Employer by another University employee or by a

student, these allegations, including supporting evidence, shall be transmitted in writing to the member's Dean. Upon receipt of this information, the Dean shall provide the member with a copy of the allegations, and give written notice that the matter is under consideration for possible action.

- 21.4.2** Where the Employer is the source of allegations against a member, the member's Dean shall assume the same responsibilities described above in 21.4.1.
- 21.4.3** Within five (5) working days of receiving the allegations, the Dean shall decide whether to initiate disciplinary proceedings and shall inform the member, in writing, accordingly. Where the Dean elects not to proceed, her notice to the member shall constitute the final report on the matter. Where grounds for discipline are deemed to exist, the Dean shall give written notice to the member that disciplinary proceedings have been initiated. At the same time, the Dean shall forward copies of this notice, and the original allegations, to the Vice-President (Academic) and the Vice-President of the Union.
- 21.4.4** Within seven (7) working days of receiving the Dean's notice that disciplinary action should be commenced, the Vice-President (Academic) shall inform the member and the Vice-President of the Union in writing of her decision. Where the Vice-President (Academic) elects not to impose discipline, her notice to the member shall constitute the final report on the matter. Where she elects to discipline the member, her notice shall include reasons for the decision and the nature of the discipline. Unless the decision to discipline is grieved, this notice shall constitute the final report on the matter.

- 21.5** In this article, "dismissal" means the termination of employment. Failure to renew a contract does not constitute dismissal.
- 21.6** A member may be dismissed for just cause. "Just cause" is deemed to include but is not limited to conviction for an offense where the conduct or activity resulting in the conviction is related to the member's professional discipline.
- 21.7** When information is transmitted to the Vice-President (Academic) that may lead to a member's dismissal, the Vice-President (Academic) shall act upon that information in a timely fashion. In all cases where dismissal is being considered, a member shall be advised in writing by the Vice-President (Academic) of the reasons for consideration of dismissal.

- 21.8** In all cases where dismissal is being considered, the following procedures shall apply:
- 21.8.1** The Vice-President (Academic) initiates consideration of dismissal proceedings against a member. When such proceedings are initiated, the Vice-President (Academic) shall so notify the member and the Vice-President of the Union, and provide them with copies of all documentation in her possession relevant to the case.
 - 21.8.2** Within ten (10) working days of receipt of the notice described in 21.8.1, the member shall be given an opportunity to meet with the Vice-President (Academic), the member's Dean, and a representative of the Union. The member retains the right to be accompanied by one other bargaining unit member of her choice. An attempt shall be made at the meeting to resolve the matter.
 - 21.8.3** If no satisfactory solution is reached at the meeting provided for in 21.8.2 above, the Vice-President (Academic) shall decide the matter within five (5) working days of the meeting. The decision shall be one of:
 - 21.8.3.1** Dismissal;
 - 21.8.3.2** Discipline short of dismissal;
 - 21.783.3** No further action.
 - 21.8.4** Where a member is dismissed, she and the Vice-President of the Union shall be advised in writing by the Vice-President (Academic) of the dismissal and of the reasons for the dismissal within two (2) working days of the decision being made.
 - 21.8.5** Where the decision is to discipline the member, the procedures established in the Grievance Article shall be followed.
 - 21.8.6** Where the decision is not to proceed, the member shall be given written notice accordingly by the Vice-President (Academic). Such notice shall constitute the final report on the matter.

- 21.9** In cases where the President deems a member's continuing presence to pose a threat to any member of the University community or to the University's academic functioning, she may, upon written notice of stated cause to the member and to the Vice-President of the Union, relieve the member of some or all of her duties. This measure shall remain in effect until the final resolution of the matter has been reached, or such earlier time as deemed appropriate by the President. The member's salary shall continue until a decision to dismiss pursuant to Article 21 has been made.
- 21.10** A member may grieve discipline or dismissal in accordance with the provisions of Article 22.

Article 22: Grievance Procedure

22.1 Definition of Grievance

- 22.1.1** A grievance shall be any dispute or difference arising out of the application, administration, interpretation or alleged violation of the provisions of this Agreement.

22.2 Types of Grievances

- 22.2.1** An individual grievance is a grievance initiated by a single member where the subject matter of the grievance is personal to that member. Where two or more members have common individual grievances, each such member is entitled to initiate a grievance with respect thereto.
- 22.2.2** A Union grievance is a grievance initiated by the Union where the subject matter of the grievance is of general interest or where no individual grievance is capable of being filed.
- 22.2.3** An Employer grievance is a grievance initiated by the Employer against the Union.

22.3 General Requirements

- 22.3.1** All grievances shall be filed at Step One except the following grievances which may be filed at Step Two:
- 22.3.1.1** Union grievances;
 - 22.3.1.2** Employer grievances, for which specific provision is made in Article 22.7.

- 22.3.2** All grievances involving individual grievances involving discipline in matters of sexual harassment and individual grievances involving dismissal shall commence at Step 3 of the grievance procedure.
- 22.3.3** All grievances shall specify the article or articles of the Agreement alleged to have been violated and the remedy sought.
- 22.3.4** The Employer confirms that it will not discriminate against a member with respect to the terms and conditions of her employment by reason of the member's *bona fide* participation in the investigation and/or the resolution of a grievance.

22.4 **Step One: Informal Stage**

- 22.4.1** It is the mutual desire of the Parties that a complaint of a member shall be resolved as promptly as possible. To that end, an Employee who feels she has a grievance shall first discuss the matter with the Dean within ten (10) working days of the incident or event giving rise to the grievance, or of the date the grievor should have reasonably been aware of the incident or event, whichever is later. The Employee shall have a Union representative present during such discussion. The Dean shall give notice to the Union in writing within five (5) business days of the meeting, as to whether an agreement has been reached or that the grievance is to proceed to Step Two.
- 22.4.2** Any resolution recorded at Step One shall be, unless the Union and the Employer otherwise agree in writing, without prejudice to either.

22.5 **Step Two: Formal Stage**

- 22.5.1** Failing a resolution at Step One, or in the event the grievance is filed initially at Step Two pursuant to Article 22.3.1, the written grievance shall be forwarded to the Vice-President (Academic):
- 22.5.1.1** For grievances initiated at Step Two, within ten (10) working days of the date the events giving rise to the grievance occurred, or within ten (10) working days of the date upon which the grievor knew or ought to have known of the events giving rise to the

grievance, whichever is later; or

22.5.1.2 For grievances not resolved at Step One, within five (5) working days of receipt of the decision of the dean.

22.5.2 No later than five (5) working days following receipt of the grievance, the Vice-President (Academic) or her representative shall meet with a Union representative and the grievor and the parties shall make every reasonable attempt to resolve the grievance. In the event that a resolution is reached, it shall be reduced to writing and countersigned by the Vice-President (Academic) and the Union. In the event that no resolution is reached within ten (10) working days of the first meeting held pursuant to this Article, the Vice-President (Academic) shall, within two (2) working days after this ten (10) day period, forward in writing to both the President and the Vice-President of the Union the reasons for denying the grievance.

22.6 **Step Three**

22.6.1 In cases where a grievance cannot be resolved at Step Two, the Union shall be entitled, within ten (10) working days of the date upon which the decision of the Vice-President (Academic) is received by the Vice-President of the Union pursuant to Article 22.5.2, to forward written notice to the President in the form prescribed in Article 1 and 2 of the Arbitration Article that it intends to refer the grievance to arbitration.

22.6.2 In cases where a grievance is initiated at Step Three pursuant to 22.3.2, the member or Union shall, within ten (10) working days of the date upon which notice of the Employer's decision is received, forward written notice to the President in the form prescribed in Articles 23.1 and 23.2 that the matter is to be referred to arbitration.

22.7 **Employer Grievances**

22.7.1 An Employer grievance shall be forwarded to both the President and the Vice-President of the Union within ten (10) working days of the date of the occurrence of the events giving rise to the grievance, or within ten (10) working days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance, whichever is

later.

22.7.2 No later than five (5) working days following receipt of the grievance by the Union representatives noted in 22.7.1, they, (or their representatives) shall meet with the President (or her representative), and the parties shall make every reasonable attempt to resolve the grievance. In the event that a resolution is reached, it shall be reduced to writing and countersigned by the President of the University and the Vice-President of the Union or their respective representatives. In the event that no resolution is reached within ten (10) working days of the first meeting held pursuant to this Article 22.7.2, the Union representatives shall, within two (2) working days after this ten (10) day period, forward in writing to the President the reasons for denying the grievance.

22.7.3 The Employer shall be entitled, within ten (10) working days of the date upon which the decision of the Vice-President of the Union is received by the President pursuant to Article 22.7.2, to forward written notice to the Union representatives noted in 22.7.1 in the form prescribed in Article 23.1 and 23.2 of the Arbitration Article that it intends to refer the grievance to arbitration.

22.8 **Mediation**

22.8.1 The Parties may, by mutual agreement, request the assistance of a mutually agreed upon qualified mediator from one of the following:

22.8.1.1 A mediator assigned by the Director of Conciliation Services for the Province of Nova Scotia upon receiving an application from the parties.

22.8.1.2 Nova Scotia Department of Labour non-binding arbitration process as applied for by the parties.

22.8.1.3 A recognized arbitrator appointed as a mediator as agreed by the parties.

22.8.2 The parties agree that this mediation stage could be entered into by the parties prior to a grievance proceeding to arbitration. A referral to arbitration would be held in abeyance by the parties until such time as the mediation stage would be completed. A grievance could continue to the arbitration stage should the mediation stage not find a solution to the issue.

22.8.3 The mediation process is without prejudice to and without precedent for either party.

22.8.4 The cost of a mediator will be jointly shared by the Parties.

Article 23: Arbitration

23.1 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 22.3.2 commences at Step 3 of the grievance procedures, or that an Employer grievance is not settled during the procedure outlined in Article 22.7, either the Vice-President of the Union or the President may give notice in writing, within the time limits set out in Article 22.6.1 and 22.7.3, to the other that the Union or the Employer, as the case may be, has elected to refer the unresolved grievance to arbitration.

23.2 In all cases other than the exceptions noted in this clause, there shall be a single arbitrator. In cases relating to a member's dismissal, the notice referring the grievance to arbitration shall specify whether the referring party wishes a single arbitrator or a three-person arbitration board.

23.3 In the case of a single arbitrator, the arbitrator shall be selected from the following list in rotation in accordance with the date on which the grievance arose:

Milton Veniot
Bruce Outhouse
Peter MacKeigan
William Kydd

23.4 In the case of a three-person arbitration board, the chair of this panel shall be selected from the individuals listed in Article 23.3 above in rotation in accordance with the date on which the grievance arose. The party invoking the establishment of an arbitration panel shall, at the time of so doing, state the name and address of its nominee to the panel. The other party shall state the name and address of its nominee to the panel within ten (10) working days of receipt of notice of the choice of a panel.

23.5 If the recipient fails to name a nominee as required by Article 23.4, the appointment may be made by the Minister of Labour upon the request of either party.

- 23.6** 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.
- 23.6.1** 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.
- 23.7** The arbitrator or arbitration panel shall sit without unnecessary delay and his/their decision shall be binding on both parties. The arbitrator/arbitration panel is not authorized to alter, modify or amend any part of this Agreement.
- 23.8** The parties recognize that the grievance/arbitration mechanism established in the Grievance and Arbitration Articles of this Agreement is meant to provide an expeditious method of resolving disputes between them. The parties accordingly desire and intend to operate strictly within the time limits prescribed for taking the various steps in the procedure. However, it is recognized that it will not always be possible to do so; therefore, the parties may agree in writing to extend any time limits specified in either the grievance or arbitration procedure. Furthermore, the arbitrator or arbitration panel shall have the power to relieve against non-compliance within time limits, provided that the arbitrator or arbitration panel is satisfied that there are reasonable grounds for granting an extension and provided that granting the extension does not create prejudice to either party.
- 23.9** The Union shall have the right to receive from the Employer any information relevant to the matter in dispute including the full particulars of the grievance. Such information shall be provided to the Union within a reasonable time, but not less than fifteen (15) working days, in advance of the arbitration hearing in order to prepare its case. The Employer shall have a similar right to obtain information, including full particulars of grievances, from the Union, within a reasonable time, but not less than fifteen (15) working days, in advance of the arbitration hearing in order to prepare its case. It is agreed that the arbitrator or arbitration panel shall have jurisdiction to determine any application for particulars or production of documents.

- 23.10** Where the arbitrator or arbitration panel determines that a disciplinary penalty or discharge is excessive, he (it) may substitute such other penalty for the discipline or discharge as he (it) considers just and reasonable in the circumstances.
- 23.11** Each party shall bear the expense of its representatives, participants and witnesses (and nominee in the case of an arbitration panel) and of the preparation and presentation of its own case. The fees and expenses of the single arbitrator or chairperson shall be shared equally between the Union and the Employer.

Article 24: Stipends

24.1 There are three levels of stipend:

24.1.1 The MSVU Step 1 stipend shall be the stipend payable to all employees except those who qualify for the MSVU Step 2 or Step 3 stipends;

24.1.2 The MSVU Step 2 stipend shall be payable to employees who have precedence in accordance with Article 13.8 at the time of teaching the course for which the stipend is being paid and have taught the equivalent of four full-unit courses in the course of and after gaining that precedence.

24.1.3 The MSVU Step 3 stipend shall be payable to employees who have precedence in accordance with Article 13.8 at the time of teaching the course for which the stipend is being paid, have taught the equivalent of more than ten full-unit courses, and have taught for more than five years, at Mount Saint Vincent University.

24.2 Effective September 1, 2009, the MSVU Step 1 stipend will be \$8,592 per full-unit course taught, the MSVU Step 2 stipend will be \$9,801 per full-unit course taught, and the MSVU Step 3 stipend will be \$10,522 per full-unit course taught.

24.3 Effective September 1, 2010 the MSVU Step 1 stipend will be \$8,764 per full-unit course taught, the MSVU Step 2 stipend will be \$9,997 per full-unit course taught, and the MSVU Step 3 stipend will be \$10,732 per full-unit course taught.

24.4 Effective September 1, 2011 the MSVU Step 1 stipend will be \$8,939 per full-unit course taught, the MSVU Step 2 stipend will be \$10,197 per full-unit course taught, and the MSVU Step 3 stipend will be \$10,947 per full-

unit course taught.

- 24.5** Where an employee teaches part of a unit, the stipend will be prorated accordingly.
- 24.6** The above stipends include vacation pay at the rate of 4.9%.
- 24.7** 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, upon request of the Employer, provide an appropriate medical certificate in a form which is satisfactory to the Employer.

Article 25: Distance Education

- 25.1** The Department of Distance Learning and Continuing Education (DLCE), in consultation with the Department Chair and Dean, shall coordinate the development and delivery of credit distance education courses.
 - 25.1.1** The development, complete re-development, revision or delivery of a distance education course shall be governed by the terms and conditions of a DLCE contract authorized by the Dean and issued by the Office of the Vice-President (Academic). 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 26.2.
- 25.2** The normal workload associated with teaching a course is defined in Article 14. Workload for DLCE courses includes the following additional obligations:
 - 25.2.1** 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 DLCE for posting on the relevant online site(s) of the course shall be completed and submitted to DLCE as early as possible, but in no case any later than three weeks prior to the commencement of class;
 - 25.2.2** Preparation of discussion materials and management of teleconferences and online discussions if part of the course;

- 25.2.3** For local students, invigilation of all tests and examinations, provided that students take tests and examinations in accord with the course outline and the Registrar's regularly scheduled final exam period.
- 25.2.4** Communication with students on a regular basis throughout the course.
- 25.3** The pay schedule for the development or complete re-development of a distance education course using information and communication technology in accordance with criteria provided by DLCE shall be the same as that stipulated in Article 24.
- 25.3.1** 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 26.2.
- 25.4** Compensation for the revision of a distance education course shall be a pro-rated share of the compensation specified in Article 24. The prorated amount of the revision shall be determined by the Dean in consultation with DLCE, the member, and her Chair.
- 25.4.1** Tasks identified in Article 25.2 are not considered course revisions.
- 25.5** Compensation for teaching a course offered through DLCE, with the exception of teaching the rebroadcast of a televised course, shall be in accordance with the provisions of Article 24.
- 25.6** The decision to rebroadcast a televised course shall be made by the Department Chair and Dean in consultation with DLCE. With the consent of the course developer and the agreement of her Chair and Dean, the workload associated with rebroadcast may be undertaken by another instructor.
- 25.7** Compensation for the rebroadcast of a televised course offered through DLCE shall be as follows rather than in accordance with the provisions of Article 24:
- 25.7.1** For the rebroadcast of a televised course, the course developer shall receive a royalty fee of \$300;
- 25.7.2** The Member managing the course shall receive the sum of \$150 per student enrolled in a half-unit course or \$300 per student enrolled in a full-unit course.

Article 26: Intellectual Property

- 26.1** Intellectual property consists of inventions, computer software, courseware, all course material in any form developed by employees for the purposes of teaching under this Collective Agreement, including works of art and music, databases, lecture notes, laboratory manuals, articles, books, as well as all other creations that can be protected under patent, copyright, trademark or similar laws.
- 26.2** Copyright to intellectual property created by Members in the course of their employment by the Employer shall be owned by the Members, except in those cases where copyright is determined by agreement between the Members and the Employer and reflected in a written contract between the Member and the Employer and, if applicable, a third party.
- 26.3** The Parties agree that the audio-recording of an employee's lecture materials in class done as part of reasonable accommodation of a student's disability shall remain the intellectual property of the employee.

Article 27: Transition To The Agreement

- 27.2** The term of this agreement shall be September 1, 2009 to August 31, 2012.
- 27.2** Except as otherwise specified in the Article, all provisions of this Collective Agreement come into effect upon the ratification of the Agreement.

In witness thereof, on this _____ day of _____, 2010, the Parties hereto have signed this Agreement by its respective duly authorized officers and representatives.

Mount Saint Vincent University
Board of Governors

Canadian Union of Public Employees
Local 3912

Mount Saint Vincent University
Board of Governors

Canadian Union of Public Employees
Local 3912

Appendix A: Certification Order

Appendix A (Continued)

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, 3302, 3309, 3310, 3312, 3314, 3322, 3330, 3370, 3372, 3501, 3502 |
| Chemistry (CHEM) | 1003, 1005, 1011, 1012, 2101, 2201, 2301**, 2302, 2401, 2402, 3101, 3102, 3401, 3402, 3501, 3502 |
| Family Studies & Gerontology (FSGN) | 3321* |
| Information Technology (INTE) | 2235 |
| Mathematics (MATH) | 2208, 2209 |
| Physics (PHYS) | 1101, 1102, 1120, 1130, 2200, 2210, 2301 **, 2260 |
| Psychology (PSYC) | 2209 |
| Public Relations (PBRL) | 2015, 3022 |
| Business Administration/ Tourism and Hospitality Management (THMT) | 1116, 2216, 3316, 3317, 3321*, 4411 |

* *THMT 3321/FSGN 3321 cross-listed*

** *CHEM 2301/PHYS 2301 cross-listed*

Attachment 2: Supplementary Regularly Scheduled Teaching

Applied Human Nutrition NUTR4414

Education (GED) GLIT6722, GSPY6872

Schedule A: Stipends

| Step | <u>September 1, 2009</u> | <u>September 1, 2010</u> | <u>September 1, 2011</u> |
|-------------|---------------------------------|---------------------------------|---------------------------------|
| 1 | \$8,592 | \$8,764 | \$8,939 |
| 2 | \$9,801 | \$9,997 | \$10,197 |
| 3 | \$10,522 | \$10,732 | \$10,947 |