

# **COLLECTIVE AGREEMENT**

**Between**

**Mount Saint Vincent University**

**and**

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

**September 1, 2024 to August 31, 2028**

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## **TERRITORIAL ACKNOWLEDGEMENT**

MSVU etek Kjipuktuk, Mi'kma'ki, Mi'kmaq wmitkiwew ta'n mna'q iknmuetasinuk. Ula maqamikew wiaqtek Wantaqo'tie'l aqq Ila'matultimkewe'l Ankukamkewe'l kisutasikipn 1725ek aqq 1779ek. Ula ankukamkewe'l ketlewife'tasikipn Mawi-espe'k IIsutekemkewey Kanata aqq keknuite'tasik Teli-alsutmi'tij ula Maqamikew L'nu'k ( wiaqwikasik kitk 1763ewey Eleke'witewey Teplutasik aqq elt ankukamkewe'l weja'tekemkek aqq Pkesikn35(1) 1982ewey Wi'katikn Teplutasik Tel-pukuik Kanata). Ankukamkewe'l na keknue'kl kisa'matimkl ta'n wettaqne'wasikl tplutaqnn wjit Te'sunemiksijik tel-wije'wmi'titl Ankukamkewe'l tela'matulti'tij. Kepmite'tmek kjijitaqnwesko'tmi'tij Mi'kmaq wjit teli-anko'tasik maqamikew aqq sam'qwan aqq elt teli-kina'muksi'k kisiku'k wejkwataqnik, kiskuk aqq elmi'knik. (Translation provided by Mi'kmaw Kina'matnewey.)

MSVU is located in Kjipuktuk (Halifax), part of Mi'kma'ki, the unceded ancestral territory which remains the homeland of the Mi'kmaq Nation. This territory is covered by the Covenant Chain of Treaties of Peace and Friendship signed between 1725 and 1779. These treaties are affirmed by the Supreme Court of Canada and recognize Aboriginal Title (which is embedded in both the 1763 Royal Proclamation and in section 35(1) of the 1982 Constitution Act). The treaties are living agreements that establish the rules for an ongoing Treaty relationship between nations.

We pay respect to the knowledge embedded in the Mi'kmaw custodians of the lands and waters and to the Elders, past, present, and future.

## **Definitions**

|                              |  |
|------------------------------|--|
| <b>Academic Year:</b>        | September 1 to August 31.  |
| <b>Chair:</b>                | The head of an academic unit, or the person designated to act on the chair's behalf.   |
| <b>Course:</b>               | A half-unit or full-unit of academic credit instruction offered by the University.   |
| <b>Dean:</b>                 | Unless otherwise specified, the Dean of Arts and Science, the Dean of Professional & Graduate Studies, or the Dean of Education.                   |
| <b>Department:</b>           | An administrative unit of the University.  |
| <b>Dismissal:</b>            | The termination of employment. Failure to renew a contract does not constitute dismissal.  |
| <b>Employee:</b>             | An individual being paid by Mount Saint Vincent University to teach credit courses, or serve as lab instructor, on a per course basis.             |
| <b>Employer:</b>             | 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     |
| <b>Grievance:</b>            | Any dispute or difference arising out of the application, administration, interpretation, or alleged violation of the provisions of the Agreement. |
| <b>Parties:</b>              | The Employer and the Union.  |
| <b>Position:</b>             | A work assignment to teach a specific academic credit course, or serve as the laboratory instructor for a specific academic credit course.         |
| <b>Union:</b>                | Canadian Union of Public Employees and its Local 3912.   |
| <b>Union Representative:</b> | 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. |
| <b>University:</b>           | Mount Saint Vincent University (when printed with an initial upper case letter).   |
| <b>Working Days:</b>         | 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.
- 1.2 Members shall have the right at any time to the assistance of representatives of the Canadian Union of Public Employees and/or representatives of CUPE Local 3912 in matters of employment at MSVU and in order to deal with any matters that will promote the harmonious relationship between the parties in compliance with the Collective Agreement.

Representatives of the Canadian Union of Public Employees shall have access to the Employer's premises, following notification to the Employer. Such access shall not interfere with the progress of work.

## **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 the member 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 National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, ON, K1G 0Z7 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. This list shall also be copied electronically to the Secretary-Treasurer of the Union.
- 3.4 Following the first full pay period after the start of each academic term, the Employer shall provide by email to the CUPE Local 3912 Office a listing of all members of the bargaining unit by name, home address, postal code, phone number, email address if available, department, job classification, and salary. This shall also be copied electronically to

the Secretary-Treasurer of the Union. The information provided shall be accurate to the best of the Employer's knowledge on the date provided.

**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 Academic 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 post an electronic copy of this Agreement on its public website within seven (7) calendar days following the signing of this Agreement. The Employer shall provide an electronic copy of this Agreement with each contract issued during the period of this Agreement.

**4.1.1** The Employer shall provide the Union with an electronic copy of this Agreement in Word within seven (7) calendar days following the signing of this Agreement. In the event of a discrepancy between versions of this Agreement, the original signed version shall prevail.

**4.2** The Employer shall notify members of applicable University and Departmental policies, including course-specific policies and revisions to the Faculty Handbook, with each contract issued. Electronic access to University and Departmental policies that apply to members shall be provided to the Union.

#### **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 lockouts that would normally have been carried out by those employees on strike or lockout.

## **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) representatives of the Union, shall be established. At least one (1) of the Union representatives must have held a contract at the University in the previous twelve (12) months, unless the Union is unable to elect or select a representative meeting this criteria. The Union shall inform the Employer of the names of the Union representatives.
- 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 21 and 22) shall not be the subject matter of these meetings.
- 6.6** Minutes of these meetings shall be provided to Committee members.

## **Article 7: Academic Freedom**

- 7.1** Members shall be accorded academic freedom in carrying out their duties, including designing and presenting a course, insofar as the employee abides by the course design, contents and methods of delivery as determined by the Employer. Notwithstanding the foregoing, the Employer reserves the right to specify what teaching materials are to be used in order to conform to course descriptions, program's curriculum and requirements to meet academic objectives of the academic unit and/or the Employer.
- 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 the member's employment by the University.
- 8.4 Members shall abide by the Mount Saint Vincent University Code of Conduct Policy and all other approved University policies and procedures. It shall be the responsibility of the University to inform members of such policies.
- 8.5 The University recognizes that members may engage in outside professional activities (e.g., tutoring) and that such activities are outside the scope of their part-time faculty appointment. Such activities shall not conflict or interfere with the performance of the member's assigned duties and responsibilities, as described in this Agreement.

#### **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.

- 9.2 Should a vacancy occur in a Union member's seat on the Committee, the Employer shall notify the Union, who shall then arrange for the selection of a replacement.

#### **Article 10: No Discrimination**

- 10.1 It is agreed that there shall be no discrimination practiced with respect to any employee by reason of age; race; colour; religion; creed; sex; sexual orientation; gender identity, gender expression; physical disability or mental disability; an irrational fear of contracting an illness or disease, ethnic, national or indigenous origin; family status; marital status, source of income; political belief, affiliation or activity; membership or lack of membership, activity in the union; any other characteristic enumerated in the *Nova Scotia Human Rights Act*; as well as an individual having protected characteristics.
- 10.2 The Employer and the Union neither tolerate nor condone harassment nor discrimination in the workplace. Cases of alleged sexual and general harassment and/or discrimination will be dealt with in accordance with the University's current Harassment and Discrimination Policy.
- 10.3 The Parties to this Agreement agree to promote and support workplace diversity and shall, where appropriate, work together to facilitate the implementation of employment systems, policies and practices that are inclusive and non-discriminatory in nature and effect and which are consistent with the terms and conditions of this Collective Agreement.
- 10.4 It is understood and agreed that, notwithstanding Article 10.1 above, and consistent with the provisions of this Collective Agreement, the Employer, in accordance with the Employment Equity Act, is committed to the hiring of women, visible minorities, Indigenous peoples, and persons with physical or mental disabilities, as well as other groups that would contribute to the diversification of the University, such as African Canadians, other racialized groups, and persons of diverse sexual orientations and gender identities and/or expressions, as per the University Employment Equity Policy dedicated to equity, diversity, inclusion and accessibility (EDIA).

#### **Article 11: Sexual & General Harassment**

- 11.1 The Employer and the Union neither tolerate nor condone sexual or general harassment in the workplace.
- 11.2 The University and the Union agree that the provisions of the Harassment & Discrimination Policy and the Policy Against Sexual Assault, 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. The Union shall have representation on the committee responsible for review of these policies, and any changes to or amendments to the policies shall take effect only after consultation with the Union.
- 11.4** A member retains the right to grieve any alleged violation of the Collective Agreement that may arise in the application of the policies and procedures.
- 11.5** If a recommendation for disciplinary action or dismissal is made in the application of the provisions of the policies, the procedures outlined in Article 20 (Discipline and Dismissal) of this Agreement shall apply.

## **Article 12: Appointment Procedures**

### ***Posting of Part-time Contracts***

- 12.1** Available positions, including for instruction and instructional development, shall be posted on the University's website, except as specified in Article 12.3. This shall be the official posting and shall be copied electronically to the Union at the same time.
- The application deadline shall be:
- 12.1.1** No less than fifteen (15) working days after the posting when it occurs more than three (3) months in advance of the start date of the position; or
- 12.1.2** No less than five (5) working days after the posting when it occurs less than three(3) months in advance of the start date of the position; or
- 12.1.3** In the event of a temporary absence of up to two (2) weeks, an applicant may apply in advance to a chair for positions which may be posted during this absence for which the applicant is qualified.
- 12.2** Postings shall detail the start and end dates of the position, class time, duties, qualifications required as outlined in Article 12.7, remuneration and the application deadline.

## ***Exceptions***

**12.3** The University will not be required to post any resulting position if within two (2) weeks of the date on which such work is to begin or after the start date if one of the following occurs:

**12.3.1** An employee withdraws from a position; or,

**12.3.2** An unanticipated position occurs; or,

**12.3.3** A position becomes available as a result of illness, death, dismissal or resignation; or,

**12.3.4** 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 order of precedence, in accordance with Article 12.8.

**12.4** In instances where there are no applicants, no qualified 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. If assigning the work under the provisions of this Article will result in a member exceeding the maximum number of teaching assignments in Article 13.8, the University shall make application to the Joint Committee for approval. Prior to making an application to the Joint Committee, the University shall, to the best of its ability, ensure that qualified members with precedence who have not reached the maximum number of teaching assignments have been offered the opportunity.

**12.5** The University may appoint, at its option, as an exception to Article 12.8, without posting (exceptional contract), to fill a position:

**12.5.1** 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; or,

**12.5.2** A post-retirement employee for a one (1) Academic Year period beyond the member's retirement date; or,

**12.5.3** A post-doctoral fellow at the University; or,

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

**12.5.5** The combined number of positions filled through the application of Articles 12.5.2, 12.5.3 and 12.5.4 shall be limited to twelve (12) positions university wide per annum.

**12.5.6** The University shall inform the Union in writing annually at the end of the Academic Year, the names of persons appointed under Articles 12.5.2, 12.5.3 and 12.5.4 for that Academic Year and the departments to which they are appointed.

### ***Qualifications***

**12.6** 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.

**12.6.1** The Parties recognize the value of Indigenous knowledge and ways of knowing and doing, and the term “qualifications” shall be deemed to include being a Knowledge Keeper and/or Elder within an Indigenous community.

**12.7** Applicants are required to provide an application package as specified in the posting. The application shall include a letter of application, an up-to-date CV and the names of two (2) references for positions in each Department to which they apply. Applicants who apply for multiple positions at one (1) time within one (1) Department may refer to multiple positions in one (1) application package.

**12.7.1** 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***

**12.8** 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 (1) applicant has equal precedence under this provision, the final recommendation for appointment shall be made by the department Chair to the Dean.

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

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

- 12.8.1.1** The completion of the equivalent of two (2) full-unit courses taught over a minimum of two (2) academic years. This must occur within a thirty-six (36) month period. The thirty-six (36) month period commences with the start of the first day of the first course taught and ends thirty-six (36) months later.
- 12.8.1.2** The evaluations for those courses outlined in 12.8.1.1 must be satisfactory in accordance with Article 14.
- 12.8.1.3** Upon completion of the probationary period the Employer shall place the member on the precedence list in accordance with Article 12.11.

**12.8.2** The Employer may remove a member from the precedence list if:

- 12.8.2.1** A person has been dismissed and not reinstated under Article 20.
- 12.8.2.2** A person has not held a teaching position at Mount Saint Vincent University within thirty-six (36) months.
  - 12.8.2.2.1** In exceptional circumstances, and at the Union's written request, a one (1) Academic Year extension to the thirty-six (36) month period may be granted with the agreement of the Employer. Once an Academic Year, all such requests shall be submitted with supporting documentation to the Office of the Vice- President Academic and Provost by June 1.
  - 12.8.2.2.2** Parental leave equivalent to the parental leave entitlement specified in the Nova Scotia Labour Standards Code (currently fifty-two (52) weeks) does not count toward the thirty-six (36) months stated in Article 12.8.2.2. A member requesting to take parental leave shall notify the Office of the Vice-President Academic and Provost as soon as possible but no less than thirty (30) working days in advance of the commencement of such leave.
- 12.8.2.3** A person has received unsatisfactory evaluations in accordance with Article 14 for two (2) of four (4)

consecutive terms in which the member has taught.

**12.8.2.3.1** Within seven (7) working days, the Employer shall notify the Union in writing when any member has been so removed from the precedence list.

**12.8.2.3.2** Where a Performance Improvement Plan is in place or is required in accordance with Article 14.5.4, the member will receive course evaluations, but such evaluations will not be used to remove a member from the precedence list and shall not count as part of the four consecutive terms outlined in Article 12.8.2.3.

**12.9** In the absence of qualified applicants with precedence under Article 12.8, the final recommendation will be made by the Department Chair to the Dean.

**12.10** On or before June 1 of each Academic Year, the Employer shall provide to the Vice-President of the Union and the CUPE Local 3912 Office a listing via email for the upcoming Fall and Winter terms of all members of the bargaining unit who have precedence under Article 12.8 by name, department, number of units and Academic Year taught. The list will include all courses taught up to the preceding Winter term.

On or before December 1 of each Academic Year, the Employer shall provide to the Vice-President of the Union and the CUPE Local 3912 Office a listing via email for the upcoming Summer sessions of all members of the bargaining unit who have precedence under Article 12.8 by name, department, number of units and Academic Year taught. The list will include all courses taught up to the preceding Summer Session.

**12.10.1** Any discrepancies or questions regarding the accuracy of the precedence list shall be reported to the Office of the Vice-President Academic and Provost.

**12.10.2** The precedence list may be amended at any point in order to correct errors or omissions. Any confirmed amendment to the list during the Academic Year shall not be used to alter an applicant's precedence standing after the closing date on a posting.

**12.10.3** An Employee may request a stipend step review at any point during the Academic Year. Such review may result in the revision of the stipend amount payable on issued contracts.

- 12.11** 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 12.8, of the maximum allowable units under Article 13.8.

### ***Hiring Procedure***

- 12.12** Upon reviewing all applications and evaluating them in accordance with the provisions of this Article, the Department Chair will submit a hiring recommendation to the Dean.

- 12.13** The Dean shall review the recommendation from the Department Chair and forward a recommendation to the Vice-President Academic and Provost, who shall issue a formal offer of appointment to the candidate.

- 12.14** An offer of appointment to a position shall be made by the issuance of a letter of appointment sent electronically to the candidate. A letter of appointment shall include the following:

**12.14.1** Nature of the position (course or laboratory to be instructed); and,

**12.14.2** Start and end dates of position; and

**12.14.3** Salary; and,

**12.14.4** A description of duties and responsibilities; and,

**12.14.5** Any special conditions.

- 12.15** Acceptance of an offer of appointment shall be by signing the letter of appointment and returning it electronically to the Dean's Office within seven (7) working days of it being conveyed by the Dean's Office or by the start date of the course, whichever is earlier. The contract is not in effect until received by the Dean's Office in accordance with this Article.

- 12.16** Where a letter of appointment, which has been signed by both the applicant and the Vice- President Academic and Provost is cancelled by the University, the applicant shall be paid a cancellation fee of \$200, or \$300 if cancellation occurs within two (2) weeks prior to the start of class.

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

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

## **Article 13: Workload for Part-Time Faculty**

- 13.1** 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 reasonable duties appropriate to the appointment.
- 13.1.1** Preparation shall include development and distribution of a course outline in accordance with the regulations and timelines outlined in the University Course Outline Policy, preparation to conduct class, preparation of assignments, tests and examinations, ordering of textbooks, establishing a learning management system site for the course, and where applicable, placing of materials on library reserve.
- 13.1.2** Teaching shall include conducting classes during scheduled contact hours and through the designated mode of delivery and may include demonstrations and supervision of field trips as appropriate.
- 13.1.3** Student consultation shall include being available for a reasonable amount of time for consultation about the course outside scheduled contact hours. Part-time faculty shall inform the students and Chair in writing of their availability in person and/or online for student consultation, including office hours and contact information.
- 13.2** The following elements constitute a part-time laboratory instructor's workload: preparation, instructing, student consultation, grading and marking, involvement in student appeals and other reasonable duties appropriate to the appointment.
- 13.2.1** 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, teaching assistants, markers, and overseeing the safe operations of departmental laboratories.
- 13.2.2** Instruction shall include conducting laboratories during scheduled contact hours and through designated mode of delivery, delivering occasional classroom/lecture presentations on material directly related to students' laboratory assignments and work, administering laboratory quizzes and/or term lab tests.

- 13.3** Each half-unit course shall consist of thirty-six (36) to thirty-nine (39) contact hours.
- 13.4** 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. Upon request of the Department Chair or Dean, a copy of students' grades on individual assignments are to be left with the Department Chair.
- 13.5** Each hour of laboratory is equivalent to one-half (0.5) 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.
- 13.6** Where a member agrees to give a student a grade of incomplete, the member 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.
- 13.7** 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.
- 13.8** A member shall not teach more than a total of two (2) units during the Fall and Winter terms and no more than a total of two (2) units during the Summer terms.
- 13.8.1** In cases where additional teaching units are required to meet program needs, the University may increase the two (2) unit limit per member limited to twelve (12) times University wide per Academic Year. The University shall notify the Union of each instance with specific details of the contract where additional teaching units are applied.
- 13.8.2** A member teaching a combination of course and laboratory assignments in the same term, may teach a maximum of two and one quarter (2.25) units during the Fall and Winter terms provided that the member's total teaching does not exceed four (4.0) units during the Academic Year. Such appointments will not count towards the limit on University-wide exceptions to the maximum teaching assignments stipulated in Article 13.8.1.
- 13.8.3** Where a member is appointed in accordance with Article 12.3, such appointment shall not count towards the

member's limits on teaching assignments outlined in Article 13.8, provided that qualified members with precedence who have not reached the maximum number of teaching assignments have been offered the opportunity.

- 13.9** An Employee required to attend a hearing of the Academic Appeals Committee shall receive \$100.

#### **Article 14: Evaluation**

- 14.1** Assessment of performance in a position shall include the following criteria:

- 14.1.1** Teaching performance;
- 14.1.2** Fulfilment of workload responsibilities.

- 14.2** Teaching performance may be assessed through consideration of the following:

- 14.2.1** In-class review and/or online review by Department faculty with notice of five days by Department Chair;
- 14.2.2** Departmental review of course and program content;
- 14.2.3** Results of Senate-approved student evaluations;
  - 14.2.3.1** If a person is applying for a position while currently teaching for the University, then the most recent student evaluations available in the personnel file shall be used in the assessment;
- 14.2.4** Substantiated student reports on teaching;
- 14.2.5** Faculty Member's optional self-assessment of teaching performance as per Article 14.4.

- 14.3** Workload responsibilities are defined in Article 13. Fulfilment of workload responsibilities may be assessed through consideration of the following:

- 14.3.1** Timeliness in attendance to duties;
- 14.3.2** Adherence to Departmental and University policies;
- 14.3.3** Faculty Member's optional self-assessment of fulfilment of workload responsibilities as per Article 14.4.

**14.4** A member may submit a completed self-assessment form to the Department Chair for consideration as part of the Chair's assessment. The self-assessment form shall be submitted to the Chair and copied to the Dean, within twenty (20) days of the end of the term in which the course was taught in order to be considered as part of the Chair's assessment. The self-assessment form shall be included in the member's personnel file.

**14.4.1** The Joint Committee shall be responsible for the development of a mutually agreed self-assessment form.

**14.5** In accordance with Article 12.8.1 and Articles 14.1 to 14.3, the Department Chair, or designate, shall assess performance and submit a brief written performance evaluation to the Dean for inclusion in the personnel file, with a copy to the member and the MSVU CUPE 3912 Vice-President, specifying whether the member's performance has been satisfactory or unsatisfactory. A member may submit, within twenty (20) working days of receiving the performance evaluation, a written response to the evaluation for inclusion in the personnel file, with a copy to the Department Chair.

**14.5.1** Course evaluations that are not completed within forty (40) working days of the end of the term shall not be used to remove a member from the precedence list as per Article 12.8.2.3.

**14.5.2** After one (1) unsatisfactory performance evaluation, the member's Chair and/or Dean shall meet with the Employee to discuss the performance evaluation and opportunity for improvement.

**14.5.3** Where a member and the Chair and/or Dean have met following a first unsatisfactory evaluation in accordance with Article 14.5.2, the parties may establish a Performance Improvement Plan upon mutual agreement of the member, the Chair and the Dean. The Performance Improvement Plan shall set out formal measures for performance improvement in areas outlined in Articles 14.1 to 14.3 in which the member's performance has been deemed unsatisfactory and a timeline for completion, which shall normally not be more than one (1) full term.

**14.5.4** In instance where the member receiving an unsatisfactory evaluation has precedence in accordance with Article 12.8, the procedures for a meeting with the Chair and/or Dean and for the development of a Performance Improvement Plan as outlined in Articles 14.5.2 and 14.5.3 will be required before a member can be removed from the precedence list in accordance with Article 12.8.2.3, unless the member chooses not to participate in these

processes.

**14.5.5** Where a member has successfully completed a Performance Improvement Plan and receives a satisfactory evaluation in their first teaching assignment following completion of the Performance Improvement Plan, the originating unsatisfactory evaluation shall not be used to remove a member from the precedence list.

**14.6** The Employer shall, except where there are circumstances beyond their control, make available to members complete student evaluations, including students' comments, within thirty (30) working days of the end of the term in which the course was taught.

### **Article 15: Personnel Files**

**15.1** There shall be one (1) personnel file for each member maintained by the office of the Vice-President Academic and Provost.

**15.2** The personnel file shall contain 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 the member wishes to have included in the file, and for updating these as appropriate.

**15.3** The personnel file shall also 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).

**15.4** A member shall have the right to examine the entire contents of the member's file in a private place during normal business hours. The member shall also have the right, upon written request, to obtain a copy of any document contained in the member's personnel file. Such requests shall be limited to once per academic term.

**15.5** No anonymous documents shall be kept in a member's file or submitted as evidence in any formal decision or action involving a member, except for the following types of anonymous documents:

**15.5.1** Tabulated results of Senate-approved, quantitative teaching evaluations by students;

**15.5.2** Non-statistical responses to Senate-approved teaching evaluations by students.

- 15.6** A member shall have the right to comment in writing on the accuracy, relevance, meaning or completeness of any of the contents of the member's file; such comments shall be added to the file. The member shall also have the right to request in writing that any material which is false, irrelevant or inaccurate be removed from the file.

## **Article 16: General**

### **16.1 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.

### **16.2 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.

### **16.3 Tuition Fee Reduction**

All members shall be entitled to receive fifty percent (50%) remission of fees for all courses taken at the University towards an undergraduate degree (excluding B. Ed.) and master's degrees, and fifty percent (50%) remission of fees for audit courses taken at the University. Each member may claim a maximum of two (2) half (1/2) unit credits per fiscal year.

**16.3.1** To be eligible, members must be on the precedence list and have taught a minimum of one (1) full credit in the previous twelve (12) months.

**16.3.2** The total cost of tuition reduction for master's degrees shall be capped at \$8000 per fiscal year. Applications shall be granted in order of application date.

### **16.4 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 and Provost to the Union office for posting on the Union Web Page.

### **16.5 Professional Development**

The Employer and the Union acknowledge the importance of

professional development for its members. The Employer shall provide a fund, to a maximum of \$8000 per fiscal year. Each member may apply to a maximum of \$900 per fiscal year.

- 16.5.1** The fund shall be used to support members presenting papers or participating in panels at academic conferences or attending academic conferences and/or teaching and learning conferences.
- 16.5.2** All applications must be submitted in advance of the conference to the member's Dean. To be eligible, members must be on the precedence list and have taught a minimum of one (1) full credit in the previous twelve (12) months. Applications shall be granted in order of application date.
- 16.5.3** Successful applicants will be notified in writing with a copy to the Union.
- 16.5.4** By April 30, the University will provide the Union with a summary of disbursements from the professional development fund for the preceding fiscal year.
- 16.5.5** The University will provide opportunities for members to participate in training focused on Truth and Reconciliation and on equity, diversity, inclusion and accessibility (EDIA), organized in consultation with the University's resource persons on Indigenous Affairs and on Equity, Diversity, Inclusion and Accessibility (EDIA).

## **Article 17: Provision of Facilities**

- 17.1** The Employer shall provide the Union with a lockable filing cabinet within a room designated as shared part-time faculty office space accessible to the President of CUPE Local 3912. This space shall be provided and maintained in accordance with Occupational Health and Safety legislation.
  - 17.1.1** The Employer shall provide a bulletin board designated for Union postings outside this space.
- 17.2** 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.
- 17.3** 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.

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

**17.4.1** 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 18: Leaves**

**18.1** The Employer agrees that if a part-time faculty member has to miss up to three (3) 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, the Dean, via email, as well as the class cancellation line prior to the absence.

**18.1.1** Where a member is required to miss more than three (3) class hours per course per term because of illness or other legitimate reason, the member may make a request for an extended leave to the Dean. Such extensions are subject to advanced approval by the Dean, and the member may be required to provide documentation to substantiate the leave in a form suitable to the Employer. Such requests shall not be unreasonably denied.

**18.2** If a member misses more than three (3) hours per course per term without authorization of the Dean, except as specified in Article 19.3, the member will be deemed to have resigned the course contract.

**18.3** Upon written request to the Dean, 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 (3) 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 (3) class hours per course per term will be granted as leave without pay.

- 18.4** If an employee is absent without authorization for a period longer than those specified in Articles 18.1 and 18.3, the member's stipend may be reduced by a pro-rated amount for the amount of the work assignment not performed.
- 18.5** A member shall be entitled to bereavement leave of three (3) class hours per course per term because of death in the member's immediate family and/or within an Indigenous kinship network, 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, the Dean, via email, as well as the class cancellation line, prior to the absence. A member may request additional bereavement leave without pay for an additional period of up to three (3) class hours, subject to approval by the Department Chair and Dean.
- 18.6** The parties acknowledge that the commitment to no discrimination in Article 10.1 may give rise to the duty to accommodate an individual member. The parties agree that in such circumstance there will be a reasonable accommodation up to the point of undue hardship. The parties acknowledge that the process of accommodation is a cooperative one which shall be undertaken in compliance with *Nova Scotia's Human Rights Act*. Any accommodation under this Article shall be a written agreement between the Employer and the member, which shall be documented in the member's file.

**Article 19: Vacations and Holidays**

- 19.1** All members of the bargaining unit shall be entitled to an additional six percent (6%) of salary as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of the member's regular salary payment.
- 19.2** No member shall be required to work on the following holidays or any other holiday proclaimed by the Federal, Provincial or Municipal governments:
- |  |                  |
|--|------------------|
| New Year's Day                               | Natal Day        |
| Heritage Day                                 | Labour Day       |
| Good Friday                                  | Thanksgiving Day |
| Easter Monday                                | Remembrance Day  |
| Victoria Day                                 | Christmas Day    |
| Canada Day                                   | Boxing Day       |
| National Day for Truth<br>And Reconciliation |                  |
- 19.3** 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.

**19.4** 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 20: Discipline and Dismissal**

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

**20.2** 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.

**20.3** 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.

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

**20.4.1** 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.

**20.4.2** Where the Employer is the source of allegations against a member, the member's Dean shall assume the same responsibilities described above in Article 20.4.1.

**20.4.3** 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, the 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 Provost and the Vice-President of the Union.

**20.4.4** Within seven (7) working days of receiving the Dean's notice that disciplinary action should be commenced, the Vice-President Academic and Provost shall inform the member and the Vice-President of the Union in writing of a decision. Where the Vice-President Academic and Provost elects not to impose discipline, the notice to the member shall constitute

the final report on the matter. Where the Vice-President Academic and Provost elects to discipline the member, 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.

- 20.5** In this article, "dismissal" means the termination of employment. Failure to renew a contract does not constitute dismissal.
- 20.6** 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.
- 20.7** When information is transmitted to the Vice-President Academic and Provost that may lead to a member's dismissal, the Vice-President Academic and Provost 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 and Provost of the reasons for consideration of dismissal.
- 20.8** In all cases where dismissal is being considered, the following procedures shall apply:
- 20.8.1** The Vice-President Academic and Provost initiates consideration of dismissal proceedings against a member. When such proceedings are initiated, the Vice-President Academic and Provost shall so notify the member and the Vice-President of the Union, and provide them with copies of all documentation in the Vice-President Academic and Provost's possession relevant to the case.
- 20.8.2** Within ten (10) working days of receipt of the notice described in Article 20.8.1, the member shall be given an opportunity to meet with the Vice-President Academic and Provost, the member's Dean, and a representative of the Union. The member retains the right to be accompanied by one (1) other bargaining unit member of the member's choice. An attempt shall be made at the meeting to resolve the matter.
- 20.8.3** If no satisfactory solution is reached at the meeting provided for in Article 20.8.2 above, the Vice-President Academic and Provost shall decide the matter within five (5) working days of the meeting. The decision shall be one of:
- 20.8.3.1** Dismissal;
- 20.8.3.2** Discipline short of dismissal;
- 20.8.3.3** No further action.

- 20.8.4** Where a member is dismissed, the member and the Vice-President of the Union shall be advised in writing by the Vice-President Academic and Provost of the dismissal and of the reasons for the dismissal within two (2) working days of the decision being made.
  - 20.8.5** Where the decision is to discipline the member, the procedures established in Article 21: Grievance Procedure shall be followed.
  - 20.8.6** Where the decision is not to proceed, the member shall be given written notice accordingly by the Vice-President Academic and Provost. Such notice shall constitute the final report on the matter.
- 20.9** In cases where the President of the University deems a member's continuing presence to pose a threat to any member of the University community or to the University's academic functioning, the President 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 the member's 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 20 has been made.
- 20.10** A member may grieve discipline or dismissal in accordance with the provisions of Article 21.
- 20.11** The record of an Employee shall not be used against the Employee at any time after thirty-six (36) months following disciplinary action, provided no subsequent disciplinary action has been recorded. If prior to the expiry of thirty-six (36) months, the Employer is required to investigate allegations concerning an Employee, the disciplinary record of the Employee will be maintained until the investigation is completed.

**Article 21: Grievance Procedure**

**21.1 Definition of Grievance**

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

**21.2 Types of Grievances**

- 21.2.1** 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 (2) or more members have common individual grievances, each such member is entitled to initiate a grievance with respect thereto.

**21.2.2** 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.

**21.2.3** An Employer grievance is a grievance initiated by the Employer against the Union.

### **21.3 General Requirements**

**21.3.1** All grievances shall be filed at Step One except the following grievances which may be filed at Step Two:

**21.3.1.1** Union grievances;

**21.3.1.2** Employer grievances, for which specific provision is made in Article 21.7.

**21.3.2** 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.

**21.3.3** All grievances shall specify the Article or Articles of the Agreement alleged to have been violated and the remedy sought.

**21.3.4** The Employer confirms that it will not discriminate against a member with respect to the terms and conditions of the member's employment by reason of the member's *bona fide* participation in the investigation and/or the resolution of a grievance.

**21.3.5** Throughout the grievance process, Indigenous members may request an Elder or Knowledge Keeper be present at all meetings.

### **21.4 Step One: Informal Stage**

**21.4.1** 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

Parties may, by mutual consent, continue to meet as necessary to resolve the grievance. The Dean shall give notice to the Union in writing within ten (10) business days of the last meeting, as to whether an agreement has been reached or that the grievance is to proceed to Step Two.

**21.4.2** Any resolution recorded at Step One shall be, unless the Union and the Employer otherwise agree in writing, without prejudice to either.

## **21.5 Step Two: Formal Stage**

**21.5.1** Failing a resolution at Step One, or in the event the grievance is filed initially at Step Two pursuant to Article 21.3.1, the written grievance shall be forwarded to the Vice-President Academic and Provost:

**21.5.1.1** 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

**21.5.1.2** For grievances not resolved at Step One, within ten (10) working days of receipt of the decision of the Dean.

**21.5.2** No later than ten (10) working days following receipt of the grievance, the Vice-President Academic and Provost or 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 Provost and the Union. In the event that no resolution is reached within ten (10) working days of the last meeting held pursuant to this Article, the Vice-President Academic and Provost 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.

## **21.6 Step Three**

**21.6.1** 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 and Provost is received by the Vice-President of the Union pursuant to Article 21.5.2, to forward written notice to the President in the form prescribed in Article 22.1 that it intends to refer the grievance to arbitration.

**21.6.2** In cases where a grievance is initiated at Step Three pursuant to Article 21.3.2, 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 Article 22.1 that the matter is to be referred to arbitration.

## **21.7 Employer Grievances**

**21.7.1** 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.

**21.7.2** No later than ten (10) working days following receipt of the grievance by the Union representatives noted in Article 21.7.1, they, (or their representatives) shall meet with the President of the University (or 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 last meeting held pursuant to this Article 21.7.2, 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.

**21.7.3** 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 of the University pursuant to Article 21.7.2, to forward written notice to the Union representatives noted in Article 21.7.1 in the form prescribed in Articles 22.1 and 22.2 of the Arbitration Article that it intends to refer the grievance to arbitration.

## **21.8 Mediation**

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

- 21.8.1.1** A mediator assigned by the Director of Conciliation and Mediation Services for the Province of Nova Scotia upon receiving an application from the parties; or,
  - 21.8.1.2** Through other grievance resolution services offered by Conciliation and Mediation Services; or,
  - 21.8.1.3** A recognized arbitrator appointed as a mediator as agreed by the parties; or,
  - 21.8.1.4** Any other person as agreed by the parties.
- 21.8.2** 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.
- 21.8.3** The mediation process is without prejudice to and without precedent for either Party.
- 21.8.4** The cost of a mediator will be jointly shared by the Parties.

## **Article 22: Arbitration**

- 22.1** 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 21.3.2 commences at Step 3 of the grievance procedure, or that an Employer grievance is not settled during the procedure outlined in Article 21.7, either the Union or Employer may give notice in writing, within the time limits set out in Articles 21.6.1 and 21.7.3, to the other that the Union or the Employer, as the case may be, has elected to refer the unresolved grievance to arbitration. This notice shall include the name of an arbitrator who may be appointed by mutual agreement.
- 22.1.1** In the event the Parties fail to agree on an arbitrator, either Party may request the Minister of Labour to appoint an arbitrator.
- 22.2** In all cases there shall be a single arbitrator.
- 22.3** The arbitrator shall sit without unnecessary delay and the arbitrator's decision shall be binding on both Parties. The arbitrator is not authorized to alter, modify or amend any part of this Agreement.

- 22.4** 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 shall have the power to relieve against non-compliance within time limits, provided that the arbitrator is satisfied that there are reasonable grounds for granting an extension and provided that granting the extension does not create prejudice to either party.
- 22.5** 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 shall have jurisdiction to determine any application for particulars or production of documents.
- 22.6** Where the arbitrator determines that a disciplinary penalty or discharge is excessive, the arbitrator may substitute such other penalty for the discipline or discharge as the arbitrator considers just and reasonable in the circumstances.
- 22.7** Each party shall bear the expense of its representatives, participants and witnesses and of the preparation and presentation of its own case. The fees and expenses of the single arbitrator shall be shared equally between the Union and the Employer.

### **Article 23: Stipends**

- 23.1** There are two (2) levels of stipend:
- 23.1.1** The MSVU Step 1 stipend shall be the stipend payable to all employees except those who qualify for the MSVU Step 2 stipends.

**23.1.2** The MSVU Step 2 stipend shall be payable to employees who have precedence in accordance with Article 12.8 at the time of teaching the course for which the stipend is being paid, have taught the equivalent of more than ten (10) full-unit courses, and have taught for more than five (5) years, at Mount Saint Vincent University.

**23.2** The stipend rates shall be as outlined in Schedule A.

**23.3** Where an employee teaches part of a unit, the stipend will be prorated accordingly.

**23.4** All stipends include vacation pay at the rate of six percent (6.0%).

**23.5** 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 apply for such payment by submitting a completed Application Form (Appendix D) and a Medical Information Form completed by the attending physician in a form which is satisfactory to the Employer.

In accordance with the specified application form, the Employee claiming payment under these provisions must declare that the Employee has become disabled by reason of a medically determinable physical or mental impairment that prevents the employee from fulfilling the duties of employment and which cannot be accommodated by the Employer. The provisions of this Article are not intended to provide general sick leave or leave for scheduled elective medical procedures.

**23.5.1** The current Medical Information Form referred to in Article 23.5 (Appendix E) shall be continued until such time as the Joint Committee develops a mutually agreed form to replace it. Any subsequent changes or amendments to the form shall be made by the Joint Committee.

#### **Article 24: Committee Meetings**

**24.1** Part-time faculty members who serve as JOHSC Members, who in accordance with the *Nova Scotia Occupational Health and Safety Act* and Regulations are entitled to payment shall receive \$30.00 per hour for attendance at JOHSC meetings. It is agreed and understood that Alternates are only entitled to pay when they are serving as the official representative. This Article only applies to Part-time faculty members who are not already receiving payment from the University during scheduled meetings.

## **Article 25: Teaching and Learning Centre (TLC) and Online Learning (OL)**

- 25.1** The Department of Teaching and Learning Centre (TLC) and Online Learning (OL), in consultation with the Department Chair and Dean, shall coordinate the development and delivery of credit online courses.
- 25.1.1** The development, complete re-development, revision or delivery of an online course shall be governed by the terms and conditions of a TLC contract authorized by the Dean and issued by TLC or their designate. Development and delivery contracts shall be posted and hired as per Article 12. 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 13. Workload for TLC 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 TLC for posting on the relevant online site(s) of the course shall be completed and submitted to TLC as early as possible, but in no case any later than three (3) 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 TLC shall be the same as that stipulated in Article 23.
- 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 an online course shall be a pro-rated share of the compensation specified in Article 23. The prorated amount of the revision shall be determined by the Dean in consultation with TLC, the member, and the Chair.
- 25.4.1** Tasks identified in Article 25.2 are not considered course revisions.
- 25.5** Compensation for teaching a course offered through TLC, with the exception of teaching the rebroadcast of a televised course, shall be in accordance with the provisions of Article 23.
- 25.6** The decision to rebroadcast a televised course shall be made by the Department Chair and Dean in consultation with TLC. With the consent of the course developer and the agreement of the Chair and Dean, the workload associated with rebroadcast may be undertaken by another instructor.
- 25.7** Compensation for the rebroadcast of a recorded course offered through TLC shall be as follows rather than in accordance with the provisions of Article 23:
- 25.7.1** For the rebroadcast of a recorded 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 (1/2) course or \$300 per student enrolled in a full-unit course.
- 25.8** An Employee who has developed an online course in accordance with Article 25.1.1, shall have the right of first refusal, regardless of precedence, on the first posting for that course provided that the member has applied for the position.

## **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**

**27.1** The term of this agreement shall be September 1, 2024 to August 31, 2028.

**27.2** Except as otherwise specified in the Article, all provisions of this Collective Agreement come into effect upon the ratification of the Agreement.

**27.2.1** Wages for all Employees shall be retroactive to September 1, 2025, or the date of hire, if later.

In witness thereof, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the Parties hereto have signed this Agreement by its respective duly authorized officers and representatives.

Original Signed  
\_\_\_\_\_  
Mount Saint Vincent University  
Board of Governors

Original Signed  
\_\_\_\_\_  
Canadian Union of Public Employees  
Local 3912

Original Signed  
\_\_\_\_\_  
Mount Saint Vincent University  
Board of Governors

Original Signed  
\_\_\_\_\_  
Canadian Union of Public Employees  
Local 3912

## **Appendix A: Certification Order**



L.R.B. No. 4387  
(Sec. 23)

### LABOUR RELATIONS BOARD NOVA SCOTIA

IN THE MATTER of Canadian Union of Public Employees, Local 3912  
305-6389 Coburg Road  
Halifax, Nova Scotia  
B3H 2A5  
Applicant

-and-

Board of Governors of Mount Saint Vincent  
University  
166 Bedford Highway  
Halifax, Nova Scotia  
B3M 2J6  
Respondent

-and-

Mount Saint Vincent University Faculty Association  
166 Bedford Highway  
Halifax, Nova Scotia B3M 2J6  
Interested Party

AN APPLICATION having been made to the Labour Relations Board (Nova Scotia) on March 31, 1995 by the Canadian Union of Public Employees, Local 3912 pursuant to section 23 of the Trade Union Act for certification as bargaining agent for a bargaining unit of certain part time academic employees of Mount Saint Vincent University;

AND the Board having conducted a pre-hearing vote on April 6, 1995, in accordance with Section 25(1) of the Trade Union Act;

AND the Application having been contested by the Respondent;

AND the Interested Party Mount Saint Vincent University Faculty Association having declined to participate in the proceedings after notification;

AND the Board, composed of Bruce P. Archibald (Vice-Chair) and members Gunnar Jennegren and Leo MacKay having considered the Application and documents filed by the Applicant and Respondent, and representations made and evidence called by the Applicant and Respondent at hearings held in Halifax on Wednesday April 10 and Friday June 7, 1996;

AND the Board having been satisfied that forty percent or more of the employees in an appropriate Bargaining Unit are members in good standing of the Applicant in accordance with Section 23(1) of the Trade Union Act and Regulation 10 governing procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate, cast ballots in favour of the Applicant Trade Union;

**Appendix A (Continued)**



L.R.B. No. 4387  
(Sec. 23)

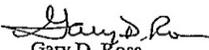
LABOUR RELATIONS BOARD  
NOVA SCOTIA

Page 2

THEREFORE, the Labour Relations Board does hereby certify the Canadian Union of Public Employees, Local 3912, Halifax, Nova Scotia as the bargaining agent for a bargaining unit consisting of all part-time employees of Mount Saint Vincent University at Halifax, Nova Scotia who lecture, teach and instruct in academic degree programmes of Mount Saint Vincent University excluding those persons contemplated by paragraphs (a) and (b) of sub-section 2 of the Trade Union Act.

Reasons to Follow:

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) AT HALIFAX, THIS NINETEENTH DAY OF AUGUST, 1996, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.

  
Gary D. Koss  
Chief Executive Officer





## Appendix D: Application Form

### CUPE 3912 Article 23.5 – Application

“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 apply for such payment by submitting a completed application form (Appendix ‘letter to be assigned’) and a Medical Information Form (Appendix ‘letter to be assigned’) completed by the attending physician in a form which is satisfactory to the Employer.”

|  |       |                            |  |
|--|-------|----------------------------|--|
| Last name:   |       | First name:                |  |
| Department:  |       | SIN:                       |  |
| Address:   |       |                            |  |
| Telephone No. Home:  |       | Alternate:                 |  |
| Applicable funds will be deposited in accordance with regularly scheduled payroll deposits. Please ensure that direct deposit information on file is up to date. |       |                            |  |
| <b>Contract Details</b>  |       |                            |  |
| Academic term:   |       |                            |  |
| Course name:   | Code: | Date of last class taught: |  |
| Course name:   | Code: | Date of last class taught: |  |
| Course name:   | Code: | Date of last class taught: |  |

#### CERTIFICATION:

To claim under article 23.5, the applicant must sign below certifying that they:

1. Have provided a Medical Information Form in a form satisfactory to the employer (physician must include a statement indicating that the employee is disabled and provide a prognosis regarding the expected duration). The applicant is responsible for any fees that the physician may charge to provide the required information.
2. Are not covered under any other disability plan.

**Medical Information Form Attached**

Note: additional medical information may be requested

**NOT Covered Under Other Disability Plan.**

Coverage under any other disability plan will cause the applicant to be ineligible for this benefit.

SIGNATURE:

DATE:

#### Conditions:

For the purposes of article 23.8, disability is defined as a condition that renders the employee incapable of performing the duties for the balance of his/her current part-time teaching contract(s) at Mount Saint Vincent University by reason of any medically determinable physical or mental impairment. By making a claim under article 23.8 the employee is claiming that they are disabled. This article is not intended to provide sick leave or to cover for scheduled or elective procedures. I understand that by accepting 75% of the stipend for the balance of the contract(s) that I have self-adjudicated any claim for disability and acknowledged that I have done so in consultation with the medical physician who completed the attached Medical Information Form. I understand that I will not be able to be eligible to hold any future contract for part time teaching at Mount Saint Vincent University until such time as I have provided to Mount Saint Vincent University a medical confirmation that I am able to carry out my responsibilities under the contract for part time teaching.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE



## Appendix E: Medical Information Form

### MEDICAL INFORMATION FORM -- CUPE PART A - PATIENT IDENTIFICATION/AUTHORIZATION

|   |            |         |                                      |        |
|---|------------|---------|--------------------------------------|--------|
| Patients Name:  |            |         | Date of Birth: _____<br>(dd-mm-yyyy) |        |
| Last Name   | First Name | Initial | Phone #:                             |        |
| Address:  |            |         |                                      |        |
| Code  | Street     | City    | Province                             | Postal |
| <b>AUTHORIZATION:</b><br>I hereby authorize the release to Mount Saint Vincent University any information requested in respect of this claim. |            |         |                                      |        |
| Claimant Signature:   |            |         | Date: _____<br>(dd-mm-yyyy)          |        |

### PART B - ATTENDING PHYSICIANS STATEMENT

Dear Doctor:

For the purposes of completing this document, disability is defined as a condition that renders the employee incapable of performing the duties for the balance of his/her current part-time teaching contract(s) at Mount Saint Vincent University by reason of any medically determinable physical or mental impairment. The employee is claiming that she/he is disabled. This is not intended to provide sick leave or to cover for scheduled or elective procedures.

- 1) This form is designed to confirm the first date of disability.
- 2) To confirm the patient is receiving appropriate care and is following the treatment plan.
- 3) To establish whether an accommodation can permit an immediate return to work and to plan for any accommodations upon such a return to work.

A summary of duties is enclosed to assist you in completing this form.

### HISTORY

|   |  |
|---|--|
| On what date did symptoms first appear?   | (dd-mm-yyyy):  |
| Has the patient ceased work due to his/her condition?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Date Work Ceased (dd-mm-yyyy): |
| In the 12 months preceding the most recent onset of symptoms, has the patient been treated or diagnosed with the same or a similar condition? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, explain with dates:    |

### CURRENT MEDICAL STATUS

|   |  |
|---|--|
| Patient is active in a medical treatment for the condition? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Explain:  |  |

### IMPAIRMENT

|   |
|---|
| <input type="checkbox"/> <b>No impairment</b> (functioning is generally adequate or normal for this claimant in any setting).                                   |
| <input type="checkbox"/> <b>Impairment only in the work setting</b> (functioning is generally adequate for this claimant outside of the work setting). Explain: |
| <input type="checkbox"/> <b>Impaired.</b> Explain:  |

### FUNCTIONAL ABILITIES

PLEASE INDICATE ANY DIRECT MEDICAL/HEALTH CONTRAINDICATIONS (RISK, HARM OR DANGER) TO PERFORMING ANY OF THE TASKS LISTED BELOW. INDICATE THE REASON.

| <b>Physical</b> | No<br>Contraindication   | Limited<br>Duration      | Limited<br>Frequency     | Complete<br>Contraindication | Reason/Limitati<br>on (Include Weight<br>Restrictions) |
|-----------------|--------------------------|--------------------------|--------------------------|------------------------------|--|
| Standing        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     |  |
| Sitting         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     |  |
| Walking         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     |  |
| Carrying        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     |  |
| Explain:        |                          |                          |                          |                              |  |

| <b>Psychological/Cognitive</b>                            | N/A                      | Seldom                   | Infrequent               | Occasional               | Frequent                 | Constant                 | Unable to do (explain)   |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Remember locations and routine procedures                 | <input type="checkbox"/> |
| Understand and remember short and simple instructions     | <input type="checkbox"/> |
| Understand and remember detailed instruction              | <input type="checkbox"/> |
| Maintain attention and concentration for extended periods | <input type="checkbox"/> |
| Perform activities within a schedule                      | <input type="checkbox"/> |
| Sustain an ordinary routine without supervision           | <input type="checkbox"/> |
| Make simple decisions                                     | <input type="checkbox"/> |
| Solve simple straightforward problems                     | <input type="checkbox"/> |
| Solve complex problems                                    | <input type="checkbox"/> |
| Cope with conflict situations                             | <input type="checkbox"/> |
| Respond to frequent changes in the environment            | <input type="checkbox"/> |
| Get along well with others without distracting them       | <input type="checkbox"/> |
| Cope with students in stressful situations                | <input type="checkbox"/> |
| Tolerate deadline pressures                               | <input type="checkbox"/> |
| Other (please specify)                                    | <input type="checkbox"/> |
| Explain:  |                          |                          |                          |                          |                          |                          |                          |

### PROGNOSIS

|  |   |
|--|---|
| What is the expected duration of functional recovery for your patient's condition?   | <input type="checkbox"/> Days <input type="checkbox"/> Weeks <input type="checkbox"/> Months<br>Please specify: |
| If you were presented with a plan for a modified return to work, would you be able to assist us in defining the medical limitations, or would a specialist referral be required? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No, specialist input required.                         |
| Have you discussed recovery/return to work (RTW) expectations with your patient?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Expected RTW date:                                  |







## **Attachment 1: Designated Laboratory Courses**

|  |   |
|--|---|
| Applied Human Nutrition<br>(GAHN + NUTR)                                 | 1102, 1103, 3315, 3326, 4400, 4409, 4414, 4417,<br>6400, 6409, 6414, 6417                         |
| Biology (BIOL)   | 1152, 1153, 2202, 2203, 2204, 2207, 2240, 3309,<br>3310, 3312, 3322, 3370, 3372, 3374, 3501, 3502 |
| Chemistry (CHEM)   | 1005, 1011, 1012, 2101, 2201, 2301, 2302,<br>2401, 2402, 3101, 3102, 3401, 3402, 3501, 3502       |
| Mathematics (MATH)   | 1113, 1114, 2208, 2209  |
| Physics (PHYS)   | 1101, 1102, 2301  |
| Psychology (PSYC)  | 2209, 3312  |
| Business Administration/<br>Tourism and Hospitality<br>Management (THMT) | 1116, 2216, 3316, 3317, 4411  |

**Schedule A: Stipends**

**Half Unit**

| <b>Step</b> | <b><u>September 1,<br/>2024</u></b> |
|-------------|-------------------------------------|
| <b>1</b>    | \$6,406                             |
| <b>2</b>    | \$6,921                             |
| <b>3</b>    | \$7,436                             |

**Half Unit**

| <b>Step</b> | <b><u>September 1,<br/>2025</u></b> | <b><u>September 1,<br/>2026</u></b> | <b><u>September 1,<br/>2027</u></b> |
|-------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>1</b>    | \$8,004                             | \$8,244                             | \$8,491                             |
| <b>2</b>    | \$8,534                             | \$8,790                             | \$9,054                             |