

DALHOUSIE UNIVERSITY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3912  
  
COLLECTIVE AGREEMENT  
(PART-TIME ACADEMICS AND TEACHING ASSISTANTS)

**September 1, 2006 to August 31, 2009**

**INDEX**

**PREAMBLE**

The parties to this Agreement share a desire:

(A) to establish and maintain an orderly collective bargaining relationship between the Employer and the Union;

(B) to establish an effective and harmonious working relationship between the Employer and its employees represented by the Union;

(C) to set forth an Agreement covering wages, benefits, and other working conditions which shall supersede all previous agreements, arrangements, practices, or terms and conditions of employment between the Employer and employees represented by the Union.

**APPLICATION**

The application of the provisions of this Agreement apply only, except where otherwise indicated, to interactions between the Employer and employees governed by the Agreement by virtue of the certification order, recognition clause and definition of Employee.

**ARTICLE 1 - DEFINITIONS**

1.1 In this Agreement:

(a) academic year - The period from July 1 to June 30 of the following calendar year inclusive of both dates.

(b) academic degree granting program - Refers to a course leading to an academic credential; a degree, or diploma, or certificate conferred by Senate. For greater certainty, this does not mean or include non-credit courses or programs.

(c) Agreement - The word "Agreement" when printed with an upper case initial letter refers to the collective agreement entered into between the Union and the Employer.

(d) bargaining unit - Bargaining unit is the bargaining unit defined in the certificate LRB No. 4196 and LRB No. 4246 excluding therefrom the positions described in Appendix "A".

(e) casual employee - A casual employee, in the case of an employee who performs remunerated work as a teaching assistant, tutor, demonstrator or marker, shall mean an employee hired on a day-to-day basis, or as relief, for a period not to exceed 20 hours per fall, winter or summer term. A casual employee, in the case of an employee who performs remunerated work similar to a Part-Time

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Academic, shall mean an employee hired for a period not to exceed 6 class contact hours lecturing per fall, winter or summer term. In no event shall casual employees be used to provide all of the class contact hours for any course or program. Such casual employees are not members of the bargaining unit and the provisions of the Agreement do not apply to them.

(f) Employee - The word "Employee" when printed with an initial upper case letter, shall mean a member of the bargaining unit pursuant to the Certification Order who is a part-time employee at the University.

(g) Employer - The word "Employer" when printed with an initial upper case letter shall mean Dalhousie University and any person duly authorized by the University to act on its behalf under this Agreement.

(h) Part-Time Academic - An Employee hired for remuneration under the provisions of the Agreement who has full or joint full responsibility for teaching a course in an academic degree granting program through the period of instruction and who teaches on a part-time basis to such an extent that would not cause the Employee to be under the jurisdiction of the Dalhousie Faculty Association.

(i) President - The President of Dalhousie University or her/his designate.

(j) Union - The word "Union" when printed with an initial upper case letter shall mean CUPE, Canadian Union of Public Employees, Local 3912 representing Employees at Dalhousie.

(k) Teaching Assistant - an employee hired to assist an instructor in the presentation and delivery of a course, who is required to directly interact with students and whose duties include a combination of the following: tutoring, marking, demonstrating, monitoring labs, conducting discussion groups/tutorials, proctoring, field trips and assisting with online teaching and other duties of a similar nature.

(l) Marker - an hourly paid employee hired to mark and/or grade the written work of students, whose duties include such tasks as marking tests and/or marking exams.

(m) Demonstrator - an hourly paid employee hired to assist students in the laboratory such as completing laboratory exercises, conducting laboratory demonstrations, and assisting in the setting up, and/or the taking down of the laboratory, and laboratory experiments.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.1 All management rights, functions and prerogatives which have not been specifically modified or restricted by a provision of this Agreement are retained and vested exclusively in the Employer. In the exercise of its management rights, the University will not contravene the provisions of the Agreement.

## ARTICLE 3 - UNION RECOGNITION

3.1 The Employer recognizes the Union as the exclusive bargaining agent for all members of the bargaining unit as defined by certificate LRB No.4196 (section 23) dated 16 September 1994, and as amended by LRB No.4246 (section 28) dated 27 April 1995 but excluding therefrom the positions described in this Appendix "A".

For greater clarity the parties agree that the positions listed in Appendix "A" are excluded from the

bargaining unit.

3.2 The Union agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the Employer, in writing, with the names and position titles of its officers, the names and jurisdiction of its Stewards, including the person designated Chief Steward, and the names of its Staff Representative.

3.3 The Employer shall provide the Union with the names of all Employees in the bargaining unit who are recorded on the Payroll/Human Resource Information System as of the 4th week of the beginning of the Fall and Winter term, and as of the 3rd week of the 3rd and 4th terms. The listings shall include name, department, job classification or position title, wage or stipend, mailing address, telephone number, and Dalhousie e-mail address if available. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the bargaining unit.

3.4 The Employer agrees to advise new Employees in writing that they are included in the bargaining unit represented by CUPE Local 3912 and that their employment is on the terms and conditions set out in the current Collective Agreement.

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

4.1 The Employer and the Union agree that neither will discriminate against any Employee by reason of prohibited grounds of discrimination as outlined in Section 5(1) of the Human Rights Act, R.S.N.S. 1989, as amended, except as may be permitted by the Human Rights Act, under the exceptions outlined in Section 6 of the Act or by reason of her/his membership or non-membership in the Union.

4.2 The University and the Union are committed to address employment equity issues and recognize the need to discuss areas of mutual concern.

#### **ARTICLE 5 - MEMBERSHIP**

5.1 No Employee is required to join the Union as a condition of employment. However, each Employee, whether or not a member of the Union, shall pay the equivalent of Union dues to the Union.

##### Deduction of Union Dues and Fees

5.2 The Employer shall deduct Union dues and initiation fees levied by the Union on its members. The Union shall indemnify and save the University harmless from all and any claims which may be made against it by an employee or employees for any amount deducted from pay as provided for in this article.

The Union shall provide the Employer with an extract of Union minutes or written direction from the Union authorizing deductions for members for any dues and initiation fees and any changes thereto before the Employer is required to make deductions.

5.3 Deductions shall be forwarded in one cheque to the Secretary/Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, job classification or position title, and gender of employees in the bargaining unit from whose salary the deductions have been made.

5.4 The Employer will identify on the T4 slip the amount of Union dues paid by each Employee for the applicable income tax year. The Union will not issue receipts to Employees for Union dues paid.

#### **ARTICLE 6 - CORRESPONDENCE**

6.1 All correspondence between the Employer and the Union, arising out of this agreement or incidental thereto, shall pass to and from the Employer and the CUPE Local 3912 office.

#### **ARTICLE 7 - COPIES OF AGREEMENT**

7.1 (a) The Employer and the Union will equally share the costs associated with printing the Collective Agreement.

(b) The Employer will provide each Employee with a copy of the Agreement within 21 calendar days of the start of their initial appointment and within a reasonable time after a new Collective Agreement is printed. The cost of preparing a sufficient number of copies for this purpose shall be shared equally between the Employer and the Union.

#### **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

8.1 The Employer and the Union shall establish a Labour Management Committee consisting of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.

8.2 The Committee shall attempt to foster good communication and effective working relationships between the parties. The Committee will be a forum for either party to raise and discuss operational concerns. The Committee shall not substitute for, not interfere with, regular procedures and decision making mechanisms. The Committee shall not have the power to add to, modify, or amend this Agreement.

8.3 Minutes of each meeting of the Committee shall be prepared and submitted by the Employer prior to the next meeting.

#### **ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

9.1 The Employer agrees to provide the President of the Union, upon request, with a copy of the Dalhousie University Budget approved by the Board of Governors, a copy of Dalhousie University's annual Financial Report, and a copy of the Auditor's Report.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

##### 10.1 Definition of Grievance:

For the purpose of this Agreement, a grievance shall mean a dispute arising concerning the interpretation, application, or administration of the Agreement, whether between the Employer and the Union or between the Employer and any Employee covered by this Agreement, alleging a violation of the Agreement.

##### 10.2 Process Requirements:

(a) Subject to Article 10.2, for any grievance, the steps and time limits provided in the grievance

procedure, identified throughout Article 10, including Articles 10.4, 10.5 and 10.6, shall be strictly adhered to and can only be bypassed or extended by written consent of the party to whom the request to extend the time limits is made.

(b) If a grievance is not processed in compliance with the required steps and time limits, the grieving party shall be deemed to have withdrawn and abandoned the grievance. No matter can be submitted to arbitration which has not been carried through all steps of the grievance procedure.

(c) Where no response is given within the time limits specified, the Employer or Union, as applicable, shall be deemed to have given a negative response completing that stage of the informal resolution or grievance process and the grieving party may submit the grievance to the next step of the grievance procedure.

(d) In the event an Employee is incapacitated and unable to initiate a grievance within the time limits, the time limits to initiate the grievance will be extended by the Employer for a further ten (10) calendar days, upon the Employee attesting to the details of incapacitation resulting in the Employee's inability to initiate the grievance or direct the Union in this regard.

(e) The Employee may authorize the Union to proceed with the grievance on her/his behalf in the event of her/his demonstrated incapacity to attend any meeting. Otherwise, the grievor is required to be in attendance.

### 10.3 Group, Union, or Employer Grievance:

A Group grievance is a grievance involving more than one Employee in one or more Faculties. It shall be initiated at Step 2(a) of the Formal Resolution Stage of the grievance procedure.

A Union grievance is a grievance involving the Union as a whole. It shall be initiated at Step 2(a) of the Formal Resolution Stage of the grievance procedure.

An Employer grievance is a grievance lodged by the Employer against the Union or any Employee. It shall be initiated at Step 2(b) of the Formal Resolution Stage of the grievance procedure.

### 10.4 Employee Grievance:

An Employee grievance, other than discharge, shall first be presented at the Informal Resolution Stage of the grievance procedure, as set out in Article 10.5.

In the event of discharge the Employee must initiate her/his grievance at Step 2(a) of the Formal Resolution Stage of the grievance procedure.

### 10.5 Informal Resolution Stage - Employee grievance (other than discharge)

An Employee who feels she/he has a grievance shall first discuss the matter with the immediate supervisor within fifteen (15) calendar days of the incident or event giving rise to the grievance or of the date the grievor should reasonably have been aware of the incident or event, whichever is later. The Employee may have a Union representative present during such discussion if the Employee so desires. The Employee shall provide the immediate supervisor with the information as outlined in subsections (1) to (4) of Step 1 of the Formal Resolution Stage of this grievance procedure. The immediate supervisor shall provide the Employee with an answer within five (5) calendar days.

Discussions at the Informal Resolution Stage are without prejudice. In the event the immediate supervisor fails to respond within those five (5) calendar days, the Employer is deemed to have given a negative response and the Informal Resolution Stage is deemed complete.

When the grievance cannot be settled by the Informal Resolution Stage, the Employee may refer the grievance to Step 1 of the Formal Resolution Stage of the grievance procedure.

#### 10.6 Formal Resolution Stage:

##### STEP 1 Employee grievance (other than discharge)

Failing satisfactory settlement at the Informal Resolution Stage, the Employee may initiate a grievance at Step 1 provided they file the grievance with the Employer within fifteen (15) calendar days of the completion of the Informal Resolution Stage, namely within fifteen (15) days of the negative response or deemed negative response whichever is earlier.

When the Employee decides to file a grievance, the grievance shall be presented in writing, through the Union, to the Dean of the appropriate Faculty, or her/his designate, with copies to the Assistant Vice-President, Personnel Services and the Coordinator, Faculty Relations and Contract Administration. The written grievance must include the following:

- (1) a written outline of the grievance detailing the facts surrounding the incident or event which gave rise to the grievance and the names of the parties involved;
- (2) reference to the articles of the Agreement which are alleged to have been breached;
- (3) the remedy suggested;
- (4) the signature of the Employee, a shop steward or other Union representative, and the date the grievance was signed.

The Dean or her/his designate may arrange a meeting with the Employee. The Dean may invite other Employer representatives, including the Employee's immediate supervisor, to meet with the Employee, who may be accompanied by a shop steward or other Union representative, if the Employee so desires.

The Dean will forward her/his decision in writing, to the Union, with a copy to the Employee, within fifteen (15) calendar days of the day on which the grievance was presented to her/him. Copies will also be provided to the Assistant-Vice President, Personnel Services and the Coordinator, Faculty Relations and Contract Administration. In the event that a response is not provided within this time limit, the Employer is deemed to have given a negative response to the grievance.

Step 1 is complete when the Dean or her/his designate has forwarded her/his decision in writing to the Union or when the Employer is deemed to have given a negative response to the grievance.

##### STEP 2(a) Employee, Group or Union Grievance

Within fifteen (15) calendar days of Step 1 being complete the Employee or Union may present the written grievance to the Vice-president, Academic and Provost, or her/his designate. The Employee, through the Union, shall include the written grievance and copies of all material generated at Step 1.

In the event of a Group or Union grievance, the grievance shall be filed with the Employer within and

not later than fifteen (15) calendar days of the incident or event giving rise to the grievance or of the date the grievor should reasonably have been aware of the incident or event, whichever is later.

In the event of discharge the Employee must submit her/his grievance, in writing, within five (5) calendar days immediately following the discharge.

The Vice-president, Academic and Provost, or her/his designate, shall convene a meeting with the grievor(s), the shop steward involved in processing the grievance, and another Union representative, if desired, to discuss the grievance and shall give her/his response to the grievance in writing within fifteen (15) calendar days of receipt of the grievance at Step 2(a).

Step 2(a) is complete when the Vice-president, Academic and Provost, or her/his designate has forwarded her/his decision, in writing, to the Union or when the Employer is deemed to have provided a negative response to the grievance.

#### STEP 2(b) Employer Grievance

In the event the Employer elects to file a grievance, it shall be filed with the CUPE Local 3912 President or her/his designate within and not later than fifteen (15) calendar days of the incident or event giving rise to the grievance or of the date the Employer should reasonably have been aware of the incident or event, whichever is later. The CUPE Local 3912 President or her/his designate shall provide the Employer with an answer to the grievance in writing within fifteen (15) calendar days of receipt of the grievance and shall provide copies to the Assistant Vice-president, Personnel Services, and the Coordinator, Faculty Relations and Contract Administration. In the event the Union does not reply in writing within the time limit, the Union is deemed to have given a negative response to the grievance. The Employer shall indicate the nature of the grievance, the facts surrounding the grievance, the names of the parties involved, the resolution sought, the signature of the Employer representative and the date the grievance was signed.

Step 2(b) is complete when the CUPE Local 3912 President or her/his designate has forwarded the response in writing to the Employer or when the Union is deemed to have given a negative response to the grievance.

### ARTICLE 11 - ARBITRATION

11.1 Failing satisfactory settlement at Step 2 (a) or (b) of Article 10, the grievance may be referred to arbitration which shall be done within and not later than fifteen (15) calendar days of the date on which Step 2 (a) or (b) is completed.

#### 11.2 Agreement on a Board or Single Arbitrator:

In the event the Employer or the Union seek to refer a grievance to arbitration, the request shall be made in writing directed to the other party and at the same time nominating a representative to a three (3) person Board of Arbitrators. Within ten (10) calendar days thereafter the other party shall nominate its representative and so notify the other party in writing. The two representatives shall, within ten (10) days of the nomination of the latter select the Board Chair as set out below. Notwithstanding this, the Employer and the Union may jointly agree in writing to select one person to act as a Single Arbitrator. A Single Arbitrator shall be subject to the same restrictions and have the same powers as a Board of Arbitrators appointed under this Agreement.

#### 11.3 Selection of Chair or Single Arbitrator:

Unless the parties agree to have a Single Arbitrator, the representatives nominated by each side will select the Board Chair (the "Chair") as follows. If a Single Arbitrator is agreed to be used, such Arbitrator will also be selected as follows.

(a) The Parties agree that the following list of Arbitrators (as Chairs or Single Arbitrators) (hereinafter the "list") shall hear grievances during the operation of this Collective Agreement:

- (i) David MacDonald
- (ii) Judge J.A. MacLellan
- (iii) S. Bruce Outhouse
- (iv) Milton Venoit

Any agreed changes or amendments to this list of Arbitrators during the operation of this Agreement shall be done so as to maintain the amended list in alphabetical order.

(b) By mutual agreement in writing, the Parties may select any arbitrator on the list out of turn. The Parties may also agree in writing to refer a grievance to an arbitrator whose name does not appear on the list.

(c) Should the Parties fail to agree on an Arbitrator, one will be selected on a rotating basis in the order in which they are shown on the list. The following will apply in the selection of an Arbitrator by rotation to hear any particular grievance:

(i) The Union and the Employer shall jointly keep a current record of outstanding grievances and the Arbitrator who has accepted an appointment to hear each such grievance. This record must indicate whether an Arbitrator was selected by consent or by rotation.

(ii) The Arbitrators shall, by rotation, be assigned grievances in the chronological order in which the grievances are referred to arbitration, as determined by the date on the written referral to arbitration.

(iii) Once the Arbitrator next on the rotation has been identified, the Employer and Union shall jointly write to the Arbitrator notifying the Arbitrator of his or her appointment and requesting his acceptance or rejection, in writing, of the proposed appointment.

(iv) For the next arbitration, the person who appears on the list immediately after the last person selected by rotation shall be the next in sequence for selection.

#### 11.4 Power of a Board of Arbitrators or a Single Arbitrator:

The Board of Arbitrators or Single Arbitrator has the power to determine whether a grievance is arbitrable. The decision of the Board of Arbitrators or Single Arbitrator is final and binding, excepting that it is subject to review under the appropriate procedures for Judicial Review.

The Board of Arbitrators or Single Arbitrator does not have the power to add to, alter, or amend the Agreement in any way.

The Board of Arbitrators or Single Arbitrator shall convene as soon as reasonably possible after being constituted and shall render a decision within sixty (60) days of the conclusion of the hearing.

#### 11.5 Expenses:



Each party shall bear the fees and expenses of its own nominee to the Board of Arbitrators and the parties shall jointly and equally bear the Parties' portion of fees and expenses related to the Chair. Where a Single Arbitrator is used the Parties' portion of expenses and fees of the Single Arbitrator shall be jointly and equally borne by the Employer and the Union.

#### **ARTICLE 12 - EMPLOYEE EVALUATIONS**

12.1 **If** an evaluation report is prepared by the Employer, it shall be placed in the Employee's file. The Employee shall be given an opportunity to acknowledge that s/he has reviewed such evaluation by signing the copy to be filed. The Employee may attach comments related to the evaluation report.

12.2 In the event that a student completes an evaluation on an Employee, the evaluation may be included in the Employee's file in a form that does not reveal the student's identity.

12.3 In the event course time is required to complete a student evaluation form, the Employer shall provide the Employee with five (5) calendar days notice in advance of the class.

#### **ARTICLE 13 - DISCIPLINE & DISCHARGE**

13.1 An Employee may be disciplined or discharged for just cause.

13.2 If a meeting where a disciplinary action is to be communicated to an Employee is called by the Employer, the Employee shall have the right to be accompanied by a shop steward or other Union representative who may be a CUPE staff representative.

13.3 Whenever reasonably possible, the Supervisor shall notify an employee of a complaint directed to the Dean or supervisor concerning the Employee.

13.4 Notwithstanding Article 13.1, the Employer shall have the right to dismiss an employee during the probationary period of the Employee and the action taken by the Employer shall be deemed to be just cause for discharge and no arbitration board or single arbitrator shall have the jurisdiction to substitute any other penalty.

13.5 Upon three (3) University business days written notice to the department head or designate, an Employee shall have the right to view the Employer's employee file on them, except for confidential references and except for student evaluations where the form of the evaluation could identify the student.

13.6 At the request of the Employee, copies of the material in the file, which the Employee has a right to view, shall be provided to the Employee at his/her expense.

#### **ARTICLE 14 - POSTINGS & HIRINGS (PART-TIME ACADEMIC WORK ASSIGNMENTS)**

14.1 The Employer shall be required to post the following positions:

- (a) part-time academic work assignments; and
- (b) instructor positions listed in Appendix "B".

All such positions are, for the purposes of this Article 14 referred to as "part-time academic" positions and the probation and precedence provisions contained in this Article 14 and in Article 16 shall apply.

14.2 When the Employer determines that an academic work assignment is available for a part-time academic, the assignment shall be posted electronically at the University and may be concurrently advertised elsewhere.

14.3 A copy of the posting shall be available electronically to CUPE Local 3912 for information only.

14.4 To the extent feasible, posting shall be for ten (10) days.

14.5 Postings shall detail the work assignment, the application deadline and the requirements for the position including qualifications, experience and attributes required.

14.6 Applications in response to postings shall be submitted in writing.

14.7 Subject to Article 14.13(b), persons applying for a part-time academic position who meet the requirements of Article 16 shall have precedence for appointment based on the number of credit courses previously taught on a part-time basis at Dalhousie University providing they meet the requirements for the position as outlined in the job posting. 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.

14.8 In the event a posted part-time academic work assignment is not filled through the posting procedure, the Employer will address the part-time academic work assignment as the Employer deems appropriate.

14.9 In the event of an emergency situation such as, but not limited to, resignation, death, serious illness, withdrawal of the assigned professor or higher than anticipated student enrolment, the Employer shall, where it is practicable in the circumstances to do so, choose from the applicant pool and shall then follow the procedures set out in Article 14.7 and will report its choice to the Union. If there is no applicant pool, no qualified applicant or no qualified applicant who is immediately available, the Employer will address the part-time academic work assignment as the Employer deems appropriate.

14.10 (a) All offers of employment as a part-time academic are conditional upon sufficient student enrolment in the course and approval by the Employer.

(b) If a part-time academic course is cancelled after an offer of employment has been made by the university, and accepted by the applicant, the applicant shall be paid a cancellation stipend of one hundred dollars (\$100.00) or two hundred dollars (\$200.00) if cancellation occurs within two (2) weeks prior to the start of classes, during the Fall or Winter terms only.

**(c) A Part-Time Academic may be appointed to academic work assignment totaling up to fifteen (15) credit hours during the academic year. During the September to April period, the total number of credit hours shall not exceed nine (9) credit hours, with a maximum of six (6) credit hours in either the Fall or Winter term. During the Summer terms, the total hours shall not exceed twelve (12) credit hours during any academic year.**

14.11 (a) Candidates will be notified of their academic work assignment in writing as soon as possible in advance of a scheduled commencement of employment. Candidates will inform the Employer, in writing, as soon as possible after receipt of the academic work

assignment letters and advise whether or not they accept the position.

- (b) Prior to the commencement of the part-time academic work assignment made in accordance with Article 14.7, candidates on the precedence list may request the name of the successful candidate from the Department Chair, Head or Director, and the name shall be provided.
- (c)
  - (i) A Part-Time Academic with precedence who has accepted assignments totaling the maximum number of credit hours in a term as provided for in Article 14.10(c), may apply for a subsequently posted position within the same term. If, in accordance with Article 14.7, the Part-Time Academic is the successful candidate, he/she shall inform the relevant department(s) that he/she has accepted the subsequently posted academic work assignment and will not be taking up the earlier assignment.
  - (ii) A Part-Time Academic may apply for an assignment under Article 14.11 (d)(i) only once in an academic year.
  - (iii) Any resulting vacancy shall be filled in accordance with Article 14.9.

14.12 Notwithstanding the foregoing provisions of this Article 14, the Employer, without posting and without following precedence, may assign:

(a) up to ten (10) part-time academic work assignments in an academic year to persons who are post-doctoral fellows or full-time academics who have retired; and

(b) up to twelve (12) credit hours of part-time academic teaching to each individual doctoral student during their doctoral program at Dalhousie University. Precedence shall not be credited for any part-time academic appointments under Article 14.12(b).

(c) The Employer will notify the Union of appointments under Article 14.12(a) and (b) at the time it provides the precedence list under Article 14.13(a).

14.13 (a) By January 31 in each year, the Employer shall provide to the Union a precedence list, which as of January 2004 shall be updated to count all courses completed by December 31 of the preceding year. Any questions regarding the accuracy of the precedence list shall be directed to the Employer within three weeks of the date the Union received the list. Agreed upon amendments shall be made by March 1 if possible. Once amended, the list shall be considered to be accurate and shall be effective until the following March 1.

(b) Effective September 2001, when an individual who has held part-time academic work assignments at Dalhousie University is appointed to a limited term position at Dalhousie University under the terms of the collective agreement with the Dalhousie Faculty Association, one and one half of the credits taught in each year of such appointment shall be counted for purposes of precedence.

#### ARTICLE 15 - POSTINGS & HIRINGS (TEACHING ASSISTANTS, MARKERS & DEMONSTRATORS)

15.1 The Employer shall be required to post the following positions:

(a) teaching assistant positions; and

(b) marker and demonstrator positions which are for a full term or longer.

All such positions are, for the purposes of this Article 15 referred to as "teaching assistant" positions and the probation and priority provisions contained in this Article 15 and in Article 16 shall apply.

15.2 When the Employer determines that a teaching assistant position is available, the position shall be posted only in the Department offering the position.

15.3 A copy of the posting shall be provided to the CUPE Local 3912 office for information only.

15.4 To the extent feasible, postings shall be for five (5) days.

15.5 Postings shall detail the teaching assistant position, the application deadline and the requirements for the position including qualifications, experience and attributes required.

15.6 Persons applying for teaching assistant positions shall have priority for appointment based on the number of teaching assistant assignments previously held providing they meet the requirements for the position as outlined in the job posting. Priority for teaching assistant positions will operate only within the department in which the position is offered (or multi-disciplinary program through which the position is offered) and priority for position is based on previously held assignments within that department (or multi-disciplinary program through which the position is offered). In the event that more than one applicant has equal priority under this provision, the final recommendation for appointment shall be made by the department in which the position is made available.

15.7 For purposes of this Article, a half teaching assistant assignment shall be credited as one assignment and a full teaching assistant assignment shall be credited as two teaching assistant assignments.

15.8 No person shall have priority for appointment to a teaching assistant position until that person has held and completed a full teaching assistant assignment or two half teaching assistant assignments in two different academic terms.

15.9 (a) **Subject to 15.9(b)**, no person shall be eligible to be appointed to a position based on priority except in the two academic years next following the academic year in which the person acquires priority.

(b) **A person who is enrolled in a graduate program shall retain priority in the department for a period not to exceed three (3) years provided she/he continues to be enrolled in the graduate program in which she/he acquired priority.**

15.10 Notwithstanding the foregoing provisions of this Article 15, where a posting includes more than one full teaching assistant position within a department or more than one half teaching assistant position within a department, the department shall determine which position is offered to an applicant provided that persons with the greatest priority are appointed to positions before persons with less priority or no priority.

15.11 All offers of employment as a teaching assistant are conditional upon sufficient student enrolment in the course and approval by the Employer.

15.12 In the event of an emergency situation such as, but not limited to, resignation, death, serious illness, withdrawal of the assigned teaching assistant or higher than anticipated student enrolment, the Employer shall, where it is practicable in the circumstances to do so, choose from the applicant pool and shall then follow the procedures set out in this Article 15 and will report its choice to the Union. If there is no applicant pool, no qualified applicant or no qualified applicant who is immediately available, the Employer will address the teaching assistant position as the Employer deems appropriate.

15.13 Notwithstanding the foregoing provisions of this Article 15, the Employer may appoint, without posting and without regard to priority, persons to teaching assistant positions provided that teaching assistant position is:

- (a) required for the program in which the student is enrolled; or
- (b) committed in writing to a student as part of the recruiting process with respect to a particular student.

15.14 In the event a posted teaching assistant position is not filled through the posting procedure the Employer will fill the teaching assistant position as the Employer deems appropriate.

#### **ARTICLE 16 - PROBATION, PRECEDENCE AND PRIORITY**

16.1 (a) A new part-time academic shall be on probation until s/he has taught part-time academic work assignments equivalent to nine (9) credit hours extending over at least two academic years.

(b) Following the successful completion of the probationary period, a part-time academic shall be placed on the precedence list.

16.2 (a) Teaching assistants, markers and demonstrators who are appointed to assignments for a full term or longer shall be on probation until they have completed one (1) term of work and have been appointed and have commenced an assignment for a second term.

(b) All other persons in the bargaining unit shall be on probation until they have completed **fifty** (50) hours of work.

16.3 Precedence ceases to apply if:

- (a) a part-time academic has been dismissed and not reinstated under Article 10; or
- (b) a part-time academic has not taught at Dalhousie University within the last three (3) academic years. At the Union's written request and with the agreement of the Employer, in exceptional circumstances a one (1) year extension to the three (3) year period may be granted if the part-time academic is continuously unavailable for work for two academic terms of that year. By November 1 in each year the Union shall submit all such requests with supporting documentation to the Coordinator, Faculty Relations and Contract Administration.

16.4 A period of part-time employment, not to exceed two (2) years, with the Union will not be included within the three (3) year period referred to in Article 16.3(b).

#### **ARTICLE 17 - HOURS OF WORK**

17.1 (a) Teaching assistants shall be hired in assignments having an expectation to work within one of the hourly categories described in Appendix "B". No teaching assistant who is registered as a full-time student shall be required to work more than an average of ten (10) hours per week over a semester of thirteen (13) weeks (a total of one hundred thirty (130) hours per semester).

(b) Teaching assistant position duties shall be as described in the job posting and as may be elaborated by the supervising faculty member or faculty designate ("Supervisor"). This shall not preclude a revision in duties within the allocation of hours provided for in Article 17.1(c).

(c) Prior to the beginning, or within the first fourteen (14) days of the start of the assignment, the Supervisor shall meet with teaching assistants, individually or as a group, to discuss the duties to be completed and the anticipated hours. An outline of the duties and the anticipated hours shall be confirmed on the Teaching Assistant Duties Form in Appendix "C" and shall be signed by the teaching assistant and the Supervisor who shall each retain a copy and one copy shall be retained by the Department. Normally no more than the equivalent of fourteen (14) hours should be allocated by the Supervisor to any single week in a semester of thirteen (13) weeks unless the course activities require this, in which case the hours in excess of fourteen (14) shall be noted in the outline or in any mutually agreed upon revision.

(d) It is the responsibility of the Supervisor to assign duties that can reasonably be completed within the assigned hours. Priorities may change during the assignment and the Supervisor shall have the right to reallocate time applied to duties and to substitute or revise duties without changing the total number of hours. It is the responsibility of the teaching assistant to ensure that the duties are completed within the assigned hours and that any concerns are communicated to the Supervisor in a timely manner.

(e) The Supervisor and the teaching assistant will confer at least once during the assignment to determine whether any adjustments to the outline are required.

(f) On an exceptional basis, where unexpected work is pre-authorized by the Supervisor in excess of the total hours for that assignment, the work shall be paid on an hourly basis at the applicable teaching assistant hourly rate.

17.2 If a dental hygienist is required to work for a full day, that day shall consist of seven and one half (7.5) hours excluding a one (1) hour lunch period.

## **ARTICLE 18 - OFFICE SPACE & FACILITIES**

18.1 The Employer agrees to provide the Employees with the use of space, facilities, services and equipment as determined by the employing department as available for the performance of their duties and responsibilities.

18.2 The Employer will permit, with its approval where required, the posting of notices on notice boards concerning CUPE 3912 meetings, nominations, elections, lists of officers and representatives, job posting, union social events and other matters which have been approved by the Union Executive Committee.

18.3 Provision will be made for Employees to receive mail in the department in which they are employed.

18.4 Part-time academics who retain precedence shall be entitled to library card privileges and a Dalhousie e-mail account.

18.5 (a) For any conferences or workshops that the Employer requires a part-time academic to attend, the Employer shall pay for all related expenses such as travel, meals, accommodation and registration in accordance with the Employer's policies and rates.

(b) The University and the Union acknowledge the importance of professional development for part-time academic faculty. The Employer shall provide a fund up to a maximum of \$3,000 per academic year with awards up to a maximum of \$300 per part-time academic. A part-time academic shall only be entitled to one award per academic year. The awards will be evaluated and granted on a first-come, first served basis. The fund shall be used to support employees presenting papers or participating in panels at academic conferences and/or attending relevant professional development opportunities. Proposals shall be approved by the Vice President Academic & Provost or designate on the recommendation by the appropriate Dean. To be eligible, the part-time academic must be on the precedence list, and hold an appointment at the time of the conference and/or event. Successful applicants will be notified in writing with a copy to the union.

18.6 The Employer will continue to provide Accidental Death and Dismemberment Insurance and Occupational Medical Accident Insurance in force on the signing of this Collective Agreement.

Note: Employer will provide a letter of understanding that it will make available to the Union an office at no cost in order to facilitate the orderly administration of this Collective Agreement. The office will be equipped with electrical outlets and a telephone outlet. The Union will be responsible for any telephone charges, including long distance tolls.

#### ARTICLE 19 - HEALTH & SAFETY

19.1 The Employer, the Union, and the Employees shall comply with the Nova Scotia Occupational Health & Safety Act/Regulations, and any amendments made to this Act throughout the duration of this Agreement.

19.2 The Employer has a University wide Environmental Health & Safety Committee established in accordance with the Occupational Health & Safety Act. The composition of the Committee shall be one (1) member from each employee group or bargaining unit and an equal number of Employer representatives.

19.3 The Union may select one (1) Employee representative to serve on the Environmental Health & Safety Committee.

#### ARTICLE 20 - ACADEMIC FREEDOM

20.1 Part-time academics with primary responsibility for presenting or designing a course shall be accorded academic freedom to present or design 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, programs curriculum and requirements to meet academic objectives of the academic unit and/or the Employer. In academic units where it is the practice to consult with academic staff with respect to texts and course syllabi for coordinated, multi-section courses, this practice will be extended to part-time academics assigned to teach such courses where it is practicable in the circumstances to do so.

20.2 The right to academic freedom carries with it the duty to use that freedom in a responsible way, with due regard to the rights of others and due concern for the duties appropriate to the placement. Academic freedom does not confer legal immunity nor does it diminish the obligation of part-time academic employees to meet the duties and responsibilities of their assignment.

#### **ARTICLE 21 - LEAVES OF ABSENCE**

21.1 A part-time academic or teaching assistant may miss up to two (2) classes per term due to illness or a death in the family and there will be no loss of pay from the remuneration received by the part-time academic employee or teaching assistant provided that the part-time academic or teaching assistant ensures that all course material will be covered by the end of the term.

21.2 Clinical instructors shall be entitled to miss up to two (2) days of work per term because of illness or a death in the family and there will be no loss of pay from the remuneration received by the clinical instructor.

21.3 Jury, pregnancy, parental and adoption leaves shall be granted in accordance with the Nova Scotia Labour Standards Code.

21.4 If an Employee attends an academic conference, the Employer and Employee shall make all reasonable efforts to reschedule the Employee's duties to another appropriate time when the Employee is able to attend, or to make such other arrangements as may be agreed to by the Dean or his/her designate.

#### **ARTICLE 22 - VACATION PAY**

22.1 All Employees shall be entitled to an additional 4% of salary as vacation pay to compensate the Employee for vacation pay and to be in lieu of time off with pay. Vacation pay shall be included as part of an Employee's regular salary payment.

#### **ARTICLE 23 - GENERAL**

##### Deemed Resignation

23.1 Any Employee who is absent from work without authorization for three (3) or more consecutive days, and cannot establish to the satisfaction of the Employer that a request for such authorization was not possible due to circumstances beyond her/his control, shall be deemed by the Employer to have resigned without notice effective the commencement of the absence. The Employer in reviewing an Employee's explanation shall reasonably assess the validity of the explanation given.

23.2 Part-time academics shall retain ownership of their lectures and any lecture materials exclusively created by them for use in teaching assigned courses unless they have agreed otherwise. Lectures and lecture materials shall not include, among other things, items such as syllabi, course outlines, examinations, tests and assignments. Copies of lectures and any lecture materials (but not speaker's notes), in appropriate form, shall not be withheld when a request is made in response to the Employer's legal duty to accommodate a student.

23.3 The Employer agrees that departmental policies and practices for providing teaching assistants to full-time faculty will apply to part-time academics.

#### **ARTICLE 24 - NO STRIKE/LOCKOUT**

24.1 It is agreed that there shall be no strikes as defined in the Trade Union Act during the duration of



this Agreement.

24.2 It is agreed that there shall be no lockouts by the Employer for the duration of this Agreement.

**24.3 The University agrees it will not direct Employees covered by the Collective Agreement to perform work during lawful strikes or lockouts that would normally be carried out by other employees on strike or locked out.**

#### ARTICLE 25 - SALARIES

25.1 The Employer will pay Employees in accordance with Appendix "B" attached hereto.

25.2 All Employees shall be paid by direct deposit and each Employee shall notify the Payroll unit in Personnel Services of their account for this purpose.

25.3 Notwithstanding Article 26, Term of Agreement, all negotiated changes to the Collective Agreement shall be effective from the date of signing with the exception of negotiated increases to salaries which are retroactive to the applicable date in Appendix "B".

#### ARTICLE 26 - TERM OF AGREEMENT

26.1 This Collective Agreement shall be in effect for a term beginning on September 1, 2003, to and including August 31, 2006, and shall be renewed thereafter unless either party gives the other party notice in writing to commence collective bargaining. Such notice may be given within the period of two months preceding the expiry date of the Collective Agreement.

26.2 Within thirty (30) days after notice to commence collective bargaining has been served, or such further time as the parties may agree, the parties shall meet and commence to bargain collectively with one another in good faith. The provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed or a legal right to strike or lockout occurs, whichever comes first.

Appendix "A" - Positions Excluded from Bargaining Unit

Appendix "B" - Salaries: (Part-Time Academics)

Appendix "B" - Salaries: (Instructors)

Appendix "B" - Salaries: (Teaching Assistants)

Appendix "C" - Teaching Assistant Duties Form

Appendix "D" - Letter of Understanding

Appendix "E" - Letter of Understanding

INDEX

Return to [Human Resources](#)

