

**Agreement Between**

**SAINT MARY'S UNIVERSITY**

**AND**

**CUPE, LOCAL 3912 SMU/TLC**

**August 09, 2018**

**to**

**August 08, 2022**



**SAINT MARY'S**  
**UNIVERSITY** SINCE 1802

**One University. One World. Yours.**

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## **PARTIES TO THE AGREEMENT**

This Agreement, hereinafter referred to as the "Agreement", is entered into this 6<sup>th</sup> day of May, 2021 by and between Saint Mary's University, a body corporate, incorporated under the laws of the province of Nova Scotia, hereinafter referred to as the "Employer" and the Canadian Union of Public Employees, Local 3912 SMU/TLC, hereinafter referred to as the "Union".

## **GENERAL PURPOSE**

This agreement sets forth terms and conditions of employment for those employees of the University included in the bargaining unit and provides a method for settling differences which may arise from time to time between the Parties.

**Article 1 – Definitions**

1.01 The following definitions refer to terms included in this agreement:

Director means the Director of The Language Centre of Saint Mary’s University.

Manager means Instructional Services Manager of The Language Centre of Saint Mary’s University.

Vice-President, Academic and Research designates the Vice-President, Academic and Research of Saint Mary’s University or his/her designate.

Employee means an individual being paid by Saint Mary’s University to teach TESL or ESL and/or other second language courses offered by The Language Centre in accordance with Article 2.

Employer designates the Board of Governors of Saint Mary’s University, as defined in the *Saint Mary’s University Act*, 1970, as amended.

Union means the Canadian Union of Public Employees, Local 3912 SMU/TLC.

Centre means The Language Centre at Saint Mary’s University.

University means Saint Mary’s University.

Year means calendar year unless otherwise stated.

1.02 Throughout this agreement the use of the feminine pronoun shall be considered to include the masculine and the plural includes the singular, and vice versa as the context may require.

**Article 2 – Recognition**

2.01 The Employer recognizes the Union as the sole collective bargaining agent for a Bargaining Unit consisting of all full-time and regular part-time employees of the Board of Governors of Saint Mary’s University at The Language Centre (formerly known as the Teaching English as a

Second Language (TESL) Centre), Halifax, Nova Scotia, employed as non-degree programme instructors, but excluding Senior Instructors, Assistant Director, Director, and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act, as defined by LRB No. 4916 (Section 23) dated the 9<sup>th</sup> day of August, 2001, made by the Labour Relations Board (Nova Scotia), and as amended the 6<sup>th</sup> day of January, 2015, made by the Labour Board (Nova Scotia) as defined by LB-0888.

### **Article 3 - Management Rights**

3.01 The Employer retains and shall possess and exercise all rights and functions that the Employer possessed prior to the signing of this collective agreement, excepting only those that are expressly relinquished or restricted in this agreement.

Without limiting the generality of the above, these rights and functions include (but are not limited to) the Employer's authority to:

- (a) hire, terminate, classify, transfer, direct, reprimand, suspend or discharge or otherwise discipline employees;
- (b) determine the work requirements, the responsibilities and the standards of the work to be performed and to evaluate employees;
- (c) specify assignments for employees;
- (d) expand, reduce, alter, combine, transfer or terminate any function or service, which may be performed by employees;
- (e) determine the size and composition of the workforce according to the needs of the University;
- (f) make or amend policies, procedures and practices provided that such policies, procedures and practices applying to members of this bargaining unit are not contrary to the terms of this Agreement;
- (g) maintain order and efficiency and generally manage the University, direct the workforce, and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

#### **Article 4 - No Discrimination**

- 4.01 The Employer and the Union agree that there shall be no discrimination against any employee in accordance with the *Nova Scotia Human Rights Act*.

#### **Article 5 - Union Membership and Check-off**

- 5.01 No employee is required to join the Union as a condition of employment. However, each employee, whether a member of the Union or not, shall pay to the Union the equivalent of Union dues.
- 5.02 The Employer shall deduct any dues or the equivalent of dues levied by the union on its members.
- 5.03 Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, ON, K1G 0Z7, not later than the 15<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names of Employees from whose wages the deductions have been made, and also where available, the Employee's address, telephone number and email address. It shall be the responsibility of the Employee to update her/his information using the Employee Self Service System. The employee list and accompanying information shall also be provided to the CUPE Local 3912 Office via email, not later than the 15<sup>th</sup> day of the month.
- 5.04 At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each Union member in the previous year.
- 5.05 The Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any Employee pursuant to 5.02 hereof.
- 5.06 At the beginning of each session, the Employer agrees to provide the CUPE Local 3912 Office with the names of all employees and a signed copy of each Employee's contract.
- 5.07 When The Language Centre holds an orientation for Employees at the beginning of a session, a representative of the Union will be given an opportunity during the orientation to meet with an employee new to The

Language Centre, if any, to acquaint that employee with the benefits and obligations of Union membership.

### **Article 6 - Correspondence and Copies of Agreement**

- 6.01 Copies of all correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Senior Director, Human Resources or her or his designate and the Vice-President of the Union or her or his designate.
- 6.02 The Employer will make an electronic copy of this agreement available on the University website within fifteen (15) days of the signing of the agreement and provide the Union with an electronic copy in PDF and Word format.
- 6.03 The Employer agrees to provide an original signed copy of the Collective Agreement to the CUPE National Representative.

### **Article 7- Freedom of Information/Protection of Privacy (FOIPOP)**

- 7.01 The parties acknowledge the principles of freedom of information and protection of privacy and agree that this agreement shall be applied in accordance with the terms of the *Freedom of Information and Protection of Privacy Act*. Employees will cooperate with the Employer in effecting compliance with this Act.

### **Article 8 - Labour/Management Committee**

- 8.01 The Employer and the Union will establish an Employer-Union Committee made up of three representatives appointed by the Union (the Vice-President of CUPE 3912 SMU/TLC Bargaining Unit at Saint Mary's University, a member of CUPE 3912 SMU/TLC, and the President of CUPE Local 3912) and three authorized management representatives appointed by the Employer. An Employer and a Union representative shall be designated as joint Chair and shall alternate in presiding over the meetings. It is understood that the committee may invite other persons to any of its meetings, provided that there is agreement in advance of all members of the Committee that such additional person(s) be present.

- 8.02 The Committee shall attempt to foster good communication and effective working relationships between the parties and the spirit of cooperation and goodwill within the University. The Committee will be a forum for either party to raise and discuss operational concerns that bear upon employees. The Committee shall not substitute for, nor interfere with, regular procedure (including grievance and arbitration) and decision-making mechanisms. The Committee shall not have the power to add to, modify or amend this Agreement.
- 8.03 The Employer-Union Committee will meet at the request of either party at a mutually convenient time. A recording secretary provided by the Employer shall prepare the minutes and send copies of the minutes to the Committee members, the Secretary of the Union, the CUPE National Representative and the Office of the Vice-President, Academic and Research. The participation of employees on this Committee shall not interfere with the employee's responsibilities at the Centre.

#### ***Article 9 - Bargaining Relations & Authorized Representatives***

- 9.01 The Employer recognizes a negotiation committee from the Union. The Union will provide the Employer with the names of their committee members and the CUPE National Representative.
- 9.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that conflicts with the terms of this Collective Agreement. The Union shall provide the Employer, in writing, with the names and position titles of its officers, and the name of the National Representative.
- 9.03 The Employer shall consider and respond to requests from the Union for information relevant to matters under the Collective Agreement in accordance with Article 7.
- 9.04 Involvement of Union members in collective bargaining shall not interfere with the members' teaching responsibilities at the Centre.
- 9.05 The CUPE National Representative assigned to the Union shall have access to the University premises to discuss Union business with the Employer and/or Employees covered by this Agreement, but in no case shall the visit interfere with the progress of the work. The Representative shall advise University officials of the visit prior to the occurrence.



## **Article 10 - Grievance Procedure**

**[For clarification in this article, day means Monday to Friday, inclusive, excluding statutory holidays.]**

10.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this collective agreement.

### 10.02 Informal Discussion

Both parties agree that it is in their interest to attempt to resolve disagreements by informal discussion. To this end, an employee who feels she or he may have a grievance will initially and verbally discuss her or his concerns with the Manager. Informal discussions are without prejudice.

The informal discussion stage must be completed within ten (10) days of the grievable event or within ten (10) days of the date that this event could reasonably have been known by the grievor to have occurred.

Failing satisfactory resolution of the potential grievance at the informal stage, the grievance procedure may be invoked.

A formal grievance must be initiated within twenty (20) days of the date of the grievable event or within twenty (20) days of the date that this event could reasonably have been known by the grievor to have occurred.

### 10.03 Individual Grievances

Step 1 The Union shall present a written grievance to the Director, specifying the Articles of the Collective Agreement, which are alleged to have been violated, except in the case of a suspension or termination when the Union may proceed directly to Step 2. Within ten (10) days of receipt of the grievance, the Director shall call a meeting with the appropriate parties to discuss the grievance. The Director shall, within ten (10) days after such meeting, render a decision in writing to the parties concerned.

Step 2 If Step 1 does not resolve the grievance, the Union shall refer the matter to the Vice-President, Academic and Research within ten (10) days of the date of receipt of decision or of the date such decision should have been given. The submission to the Vice-President, Academic and Research shall be in writing and shall include a copy of the grievance and a copy of the first stage decision. Within ten (10) days of receipt of the submission to her or him, the Vice-President, Academic and Research

shall call a meeting with the appropriate parties to discuss the grievance. The Vice-President, Academic and Research shall, within ten (10) days after such meeting, give a decision in writing to the parties concerned.

Step 3 Failing a satisfactory settlement being reached at Step 2; the Union may refer the dispute to arbitration pursuant to Article 11.

10.04 Union Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure outlined in 10.03 may be bypassed.

10.05 Employer Grievance

Step 1 Where the Employer has a grievance the matter will be submitted in writing to the President of the Union. Within ten (10) days of receipt of the submission to her or him, the President of the Union shall call a meeting with the appropriate parties to discuss the grievance. The President of the Union shall, within ten (10) days after such meeting, give a decision in writing to the Employer.

Step 2 Failing a satisfactory settlement being reached at Step 1; the Employer may refer the dispute to arbitration pursuant to Article 11.

10.06 All time limits set forward in this Article and Article 11 are mandatory. They may, however, be extended by mutual consent of the parties in writing. If the Union or Employer fails to process their grievance within the mandatory time limits provided for in the grievance procedure, they will be deemed to have abandoned the grievance.

10.07 The involvement of employees in the grievance procedure shall not interfere with the employees' responsibilities in the Centre.

**Article 11 - Arbitration**

**[For clarification in this article, day means Monday to Friday, inclusive, excluding statutory holidays.]**

11.01 No matter may be submitted to arbitration under this Article unless settlement thereof has been attempted through all of the steps of the grievance procedure outlined in Article 10.

Failing resolution of the grievance under the provisions of the grievance procedure outlined in Article 10, the Union or Employer may, within ten (10) days of the conclusion of the last step of the grievance procedure, give notice of intent to submit the grievance to arbitration.

- 11.02 Within ten (10) days of receipt of the written notice of intent to submit the grievance to arbitration, a single arbitrator may be appointed by mutual agreement between the parties.
- 11.03 (a) If a single arbitrator is not appointed under Article 11.02, within ten (10) days thereafter, the party referring the matter to arbitration shall notify the other party in writing indicating the name, address and telephone number of its nominee to an arbitration board. Within ten (10) days thereafter, the other party shall respond in writing indicating the name, address and telephone number of its nominee to the board. The two (2) nominees shall then select a chairperson within ten (10) days.
- (b) If either party fails to name a nominee or if the two nominees fail to agree on a chairperson within the specified time limits under 11.03(a), any required appointment shall be made by the Minister of Labour for the Province of Nova Scotia upon the request of either party.
- 11.04 The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration shall be final, binding and enforceable on all parties.
- 11.05 The board of arbitration (or the single arbitrator) shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provision of this Agreement.
- 11.06 Each of the parties to the grievance shall bear the cost of their respective nominee and shall pay one-half (½) of those fees and expenses of the chairperson not covered by the Minister of Labour.

### ***Article 12 - Evaluations***

- 12.01 Evaluation (including student evaluations) of employees shall be carried out from time to time to assess their development needs and abilities.
- 12.02 The results of employee evaluation will be shared with the employee, treated in a confidential manner, and placed in the employee's file.

- 12.03 No anonymous evaluative material shall be kept in the employee's file. Multiple-choice responses and other coded material gathered as a result of any collective teacher evaluation authorized by The Language Centre shall not be considered anonymous.

### ***Article 13 - Discharge and Discipline***

- 13.01 An employee may be disciplined or discharged for just cause.
- 13.02 A meeting between the University and an Employee involving disciplinary action shall be in the presence of a representative of the union local, unless the Employee confirms in writing that the Employee has waived union representation. The Employee shall be informed two (2) calendar days prior to such meeting unless the Employee is a danger to him/herself and/or others.
- 13.03 The Employee shall be notified in writing by the Employer, with full disclosure of grounds for action and/or penalty, with a copy to the Vice-President of the Union.
- 13.04 In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the related grievance proceedings or arbitration hearings, evidence shall be limited to the grounds referenced in the discharge or discipline notice to the employee.

### ***Article 14 - Postings***

- 14.01 (a) When the Employer determines that a course assignment is available, the assignment shall then be posted at The Language Centre using The Language Centre Teaching Request Survey with a copy to the Union. Assignments posted in the Teaching Request Survey will list the total number of contract hours available and the days and times of the assignment.
- (b) The closing date for applications shall be at least seven calendar (7) days from the date of posting unless the vacancy occurs within fourteen (14) calendar days of the start date of the position. When a vacancy occurs within fourteen (14) calendar days of the start date of the position, the University will offer the position to the next available (an instructor without a binding contract of employment) qualified person with seniority. If no qualified

person on the seniority list is available within the time frame for the decision making, the University may assign the work to a person deemed suitable.

14.02 In assessing an applicant's suitability for the assignment of courses as per The Language Centre Teaching Request Survey the University shall consider:

- (a) academic and professional qualifications, and
- (b) skill and ability,

Where two or more candidates are considered equal, seniority shall be the determining factor.

14.03 As soon as possible in advance of the scheduled commencement of employment candidates will be issued a written offer of employment to sign. Candidates will inform the University, in writing, by signing and returning the offer within five (5) calendar days of receipt of the written offer whether or not they accept the offer. This signed offer of employment is not a binding contract until signed by the Director of The Language Centre or his/her designate and returned to the Instructor.

### ***Article 15 - Probation***

15.01 Upon the signing of this Agreement and notwithstanding any other provision in this Agreement, newly hired Employees shall be on probation for a period of six hundred and eighty (680) contact hours in the classroom from the date of hire.

15.02 The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee's suitability for ongoing employment and that if, at any time during the probationary period, the Employer determines that, for any reason, the Employee is not suitable for ongoing employment with the Employer, the Employer, may at its discretion terminate the Employee.

15.03 Notwithstanding Article 13, the Employer, at its discretion, shall have the right to dismiss an employee without cause during the probationary period of the Employee and the action taken by the Employer shall be deemed to be cause for discharge. No arbitration board or single arbitrator shall have the jurisdiction to substitute any other penalty for discharge of a probationary Employee on the Employer's determination, at its discretion, that the probationary Employee is not suitable for

ongoing employment with the Employer. The Employer agrees to notify the Union, in writing, of the termination of a probationary Employee.

- 15.04 A probationary Employee shall have no seniority rights during the Employee's probationary period. Upon successful completion of the probationary period, an Employee's seniority will revert to the Employee's date of hire.
- 15.05 A probationary Employee shall be entitled to all the benefits and rights contained in this Agreement in accordance with the terms and conditions relating to such benefits and rights unless otherwise provided in this Agreement.
- 15.06 A probationary Employee shall be obligated to pay membership dues to the Union during any probationary period.
- 15.07 The University will prepare a probationary list, which includes the date of hire, in January of each year and a copy will be sent to the Union.

**Article 16 – Seniority**

- 16.01 The seniority list that was updated at the end of the semester following the signing of the August 09, 2007 to August 08, 2011 collective agreement was made permanent on June 29, 2008. The seniority of employees hired after this date will be on the basis of the date of hire in the bargaining unit upon successful completion of the probationary period.
- 16.02 An employee shall lose seniority and employment status if:
  - (a) The Employee voluntarily resigns the employ of the Employer in which case, the Employee shall provide a letter of resignation to the Employer;
  - (b) The Employee is discharged for just cause and is not reinstated;
  - (c) An individual has not taught under contract at the Saint Mary's University The Language Centre for more than two years and one day consecutively.
  - (d) A contract has been signed by the Employee and the Director and/or designate and returned to the Employee and the Employee cancels that contract within fourteen (14) calendar days prior to the start date of the contract, the Employee shall be deemed to have voluntarily resigned. Further, if the Employee cancels a

contract at any time past the start date, and prior to the end of the contract period, regardless of notice period, the Employee will also be deemed to have voluntarily resigned. Notwithstanding the foregoing, the Employer will not invoke forfeiture of seniority and employment status if the Employee cancels a contract due to serious illness of the Employee, or for any serious circumstance beyond the Employee's control.

- 16.03 The University will prepare a seniority list, which includes the date of hire, in January of each year and a copy will be sent to the Union. Any discrepancies shall be reported in writing to the Director within thirty (30) calendar days.
- 16.04 For the purpose of course assignment in accordance with Article 14, the Employer agrees that any employee who has completed his/her probationary period and who is on pregnancy or parental leave shall be credited with seniority in accordance with Article 16.01, only to the extent that it enables an employee to maintain a seniority ranking held immediately prior to going off on leave.

### ***Article 17 – Official Files***

- 17.01 An employee shall have the right during normal business hours, and with 48 (forty-eight) hours notice, to examine the entire contents of his or her official file, in a private setting, in the presence of the Manager or designate. Employees shall not remove or add any information from or to their official file. An Employee may include in the file rebuttal or their own written comments on the accuracy of information in the file. An employee may obtain, upon written request, a copy of any of the contents of his or her file.

### ***Article 18 - Office Space and Facilities***

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

- 18.02 The Employer shall provide the Union with a bulletin board for the purpose of communicating with bargaining unit members.
- 18.03 The Employer shall provide the Union access to meeting rooms for the purpose of holding meetings with its members, subject to availability of space.

### ***Article 19 - Teaching Material***

- 19.01 Employees shall retain ownership of class notes, and other supplementary teaching materials relating to the delivery of the course syllabus, except where employees have negotiated otherwise with the Manager.

### ***Article 20 - Sick Leave***

- 20.01 Employees shall accumulate one (1) sick hour per forty (40) contact hours in the classroom to a maximum of twenty-five (25) sick hours.

Employees shall have one (1) hour of sick leave deducted from their accumulated sick leave bank for each hour an employee is not available to work due to sickness. A partial hour taken as sick leave shall be rounded up to the nearest quarter ( $\frac{1}{4}$ ) hour.

- 20.02 Sick leave entitlements shall only be used for purposes of bonafide illness.
- 20.03 Employees claiming entitlement to sick leave shall notify the Employer at the earliest possible time, but in no case later than one (1) hour before the start of classes for the day.
- 20.04 The University reserves the right to require a medical certificate or other report as satisfactory evidence of an employee's ability or inability to perform their duties. Should the University require a medical certificate or other report, the University agrees to reimburse the Employee for the cost, if any, of any such certificate or report.
- 20.05 Fraudulently applying for and obtaining sick leave benefits may be cause for discipline or discharge.
- 20.06 Individuals who have not taught for twelve (12) consecutive months shall lose any accumulated banked sick days and be afforded sick leave as



outlined in Article 20.01 above.

- 20.07 Employees will endeavour to find a substitute for any absences using the electronic process established by the Employer. In the event the Employee cannot find a substitute, the Employer shall be responsible for conducting the class in a manner the Employer deems suitable. The Employee shall ensure that all course material will be covered by the end of the session.

### **Article 21 - Bereavement Leave**

- 21.01 (a) An employee can take paid leave of up to four (4) working days in a row if the Employee's spouse\*, parent/step-parent, brother, sister, guardian, child/step-child, or child under the Employee's care dies.
- (b) In addition to the above, an Employee may be granted up to one (1) day for travel for out-of-province deaths covered under 21.01 (a) and shall be paid for the travel day which is not a regularly scheduled day of rest. The Employer reserves the right to request satisfactory evidence that it is necessary for the Employee to travel out-of-province.

\*Spouse, Registered Domestic Partner, Common Law Partner. Common Law Partner of an individual means another individual who has cohabitated with the individual in a conjugal relationship for a period of at least two (2) years.

- 21.02 An employee can take one (1) calendar day's leave with pay if the Employee's grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law dies.
- 21.03 An employee shall give the Employer as much notice as possible that they will take this leave.

### **Article 22 - Leave of Absence**

- 22.01 Employees will endeavour to find a substitute for any absences.
- 22.02 Employees shall provide their name and telephone number for the substitute list. The Manager shall maintain such list. Employees shall substitute whenever possible.

- 22.03 Employees may request a leave of absence without pay. Such requests may be granted subject to pedagogical and operational requirements. Such requests shall be made to the Director in writing. The Employee shall ensure that all course material will be covered by the end of the session.
- 22.04 On a rotational basis for every other consecutive contract, Employees normally scheduled to teach on the Friday of an eight-week session will be given the last Friday in the session off with pay.
- 22.05 The Employer shall grant an unpaid leave of absence to an employee who serves as a juror or witness in any court. Such leave shall be treated as contact hours in the classroom for the purposes of sick leave accumulation in accordance with Article 20.01.

### ***Article 23 - Pregnancy and Parental Leave***

- 23.01 The Employer agrees to grant pregnancy and parental leave in accordance with the Labour Standards Code and its Statutes for the Province of Nova Scotia, as may be amended from time to time.

### ***Article 24 - Paid Holidays***

- 24.01 The following paid holidays and any holiday declared to be of general application throughout the entire University shall be recognized if the holiday falls within the session of the employee's contract:

Nova Scotia Heritage Day (3<sup>rd</sup> Monday in February)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
HRM (1<sup>st</sup> Monday in August)  
Labour Day  
Thanksgiving Day  
Remembrance Day

- 24.02 Employees are not entitled to pay for a holiday if they are on unauthorized leave on the holiday or they are not otherwise entitled to pay for the week in which the holiday occurs.

## **Article 25 - General**

- 25.01 For any conferences or workshops that the Employer requires an Employee to attend, the Employer shall pay for related expenses such as travel, meals, accommodation and registration in accordance with the Employer's travel policy. Any such conferences or workshops shall be approved in advance by the Director of the Centre.
- 25.02 Employees are entitled to a twenty-five percent reduction in the cost of an individual Homburg Centre membership.
- 25.03 Employees shall be paid in accordance with Schedule "A".
- 25.04 Employee shall be paid a flat rate of \$25.00 per hour for mandatory meetings. One mandatory meeting will normally be held each eight-week session.
- 25.05 A copy of current The Language Centre policies and procedures will be made available.
- 25.06 Effective August 27, 2018, September 3, 2019, August 31, 2020 and August 30, 2021, rates will be paid in accordance with Schedule A1. The rate paid to employees is exclusive of vacation pay. Employees shall receive vacation pay in accordance with the Labour Standards Code. Notwithstanding Article 16.02, the period of employment, for purposes of establishing the rate of vacation pay entitlement, means the period of time from the last hiring of the employee and includes any period of less than twelve (12) consecutive months without a binding contract for course assignment. For clarity, if an individual has not been employed by the Employer for a period of over twelve (12) consecutive months, and the employee is not on an approved leave, that period when the individual is not employed will not be considered employment for the purpose of entitlement to vacation pay.
- 25.07 Where the University has cancelled a contract that has been signed by the applicant and the Director of The Language Centre or designate within 2 weeks prior to the start of the contract, the applicant shall be paid a cancellation stipend of \$50.

## **Article 26 - No Strikes/Lockouts**

- 26.01 It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the Nova Scotia *Trade Union Act*, unless all the requirements, conditions and limitations specified in the Act are adhered to.
- 26.02 In the event that any employees of Saint Mary's University, other than those covered by this Agreement, engage in a lawful strike or are locked-out, Employees covered by this Agreement shall not be directed to perform work normally done by those Employees on strike or locked out.

### **Article 27 – Health and Safety**

- 27.01 The Employer and the Employees will be governed by the provisions of the *Nova Scotia Occupational Health and Safety Act and Regulations*.


### **Article 28 - Term of Agreement**

- 28.01 The Agreement shall be binding and remain in effect from the date of signing, until and including the 8<sup>th</sup> day of August 2022. Except for the monetary adjustments provided in Article 25.03 of this Agreement, all other provisions of this Agreement shall, unless otherwise stated, be effective from the date of signing of this Agreement. This Agreement shall continue from year to year after the 8<sup>th</sup> day of August, 2022, unless either party gives the other party notice in writing at least thirty (30) calendar days, but not more than one hundred and fifty (150) calendar days prior to the 8<sup>th</sup> day of August in any year that it desires renegotiation of the Agreement.
- 28.02 Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiation of a new Agreement.
- 28.03 The Agreement shall remain in force, including during any period of negotiation, until a new Agreement is ratified by both parties, or until a lockout or a strike is declared pursuant to the *Nova Scotia Trade Union Act*.

DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May 2021.

**SAINT MARY'S UNIVERSITY**

**CUPE LOCAL 3912 SMU/TLC**



**President of the University**



**CUPE Local 3912 SMU/TLC**



**Witness as to the signing by Saint Mary's University**



**Witness as to the signing by CUPE Local 3912 SMU/TLC**

**Letter of Understanding – Sick Leave Balance**

The Employer will advise each Employee in writing of his/her accumulated sick leave on or about the first week of each session until such time as direct electronic access through the Employee Self Service System is available.

DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May 2021.

For the University:



For the Union:



**Memorandum of Understanding**

Through this Memorandum of Understanding the University agrees during the term of this Agreement to allow for a one (1) week break between the winter and spring session.

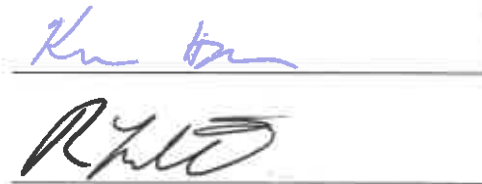
DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May 2021.

For the University:

For the Union:



Two handwritten signatures in black ink, each written above a horizontal line. The top signature is a cursive name, and the bottom signature is a stylized, large cursive signature.



Two handwritten signatures in blue ink, each written above a horizontal line. The top signature is a cursive name, and the bottom signature is a stylized, large cursive signature.

**Memorandum of Understanding**

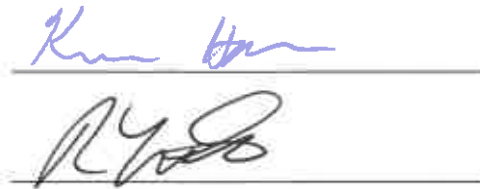
For the purposes of an Employee's Record of Employment (ROE), for each contact hour in the classroom, Employees will be credited with another .75 hour of course support time.

DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May, 2021.

For the University:



For the Union:





**Memorandum of Understanding**

The Employer agrees to request and hold a Labour Management Committee meeting within sixty (60) calendar days of the signing of the Collective Agreement to discuss issues around the transition to online learning as a result of public health restrictions.

DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May, 2021.

For the University:



For the Union:



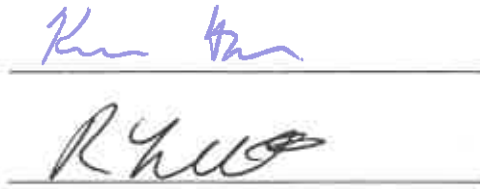
**Memorandum of Understanding**

A one-time gross lump sum payment of one-hundred and fifty dollars (\$150.00) following the signing of the Collective Agreement to those instructors who had a signed contract during the Winter 2 2020 (March 2, 2020-April 24, 2020) semester.

DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May, 2021.

For the University:

For the Union:



**Memorandum of Understanding - Educational Standards**

The University is bound by the standards for teacher education and training as outlined by Languages Canada and TESL Canada. Recognizing the importance of these standards in the delivery of quality programming, and in maintaining accreditation, all Employees shall meet the standards of certification as defined by Languages Canada and TESL Canada, in effect at the date of signing of this agreement.

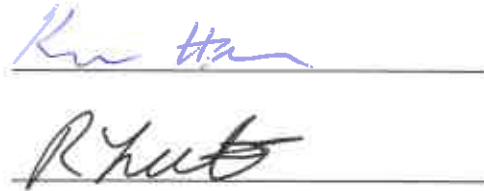
DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May, 2021.

For the University:



Two handwritten signatures in black ink, each written over a horizontal line. The top signature is a cursive name, and the bottom signature is a stylized, large cursive name.

For the Union:



Two handwritten signatures in blue ink, each written over a horizontal line. The top signature is a cursive name, and the bottom signature is a stylized cursive name.

**Letter of Intent - Group RRSP**

The University agrees to maintain a Group RRSP through a current University carrier.

The University further agrees to provide orientation and education regarding the enrolment requirements, investment options and entitlements available to Employees.

Mandatory contribution rates to the Group RRSP will be Employee, two percent (2%), Employer, two percent (2%). Effective August 31, 2015, contributions will increase to Employee, two and one quarter percent (2.25%), Employer, two and one quarter percent (2.25%). Effective August 28, 2017, contributions will increase to Employee, two and one half percent (2.50%), Employer, two and one half percent (2.50%). Contributions will cease when the Employee reaches his/her sixty-fifth (65<sup>th</sup>) birthday.

The effective date for the Group RRSP was September 5, 2006 (Fall I).

DATED at Halifax, in the Province of Nova Scotia this 6<sup>th</sup> day of May, 2021.

For the University:



For the Union:



**Schedule "A1" Wages**

	Basic Hourly Rate	Level 6 Hourly Rate	Teacher Training Hourly Rate
Year 1 (Fall 1 August 27, 2018)	\$52.15	\$56.44	\$92.25
Year 2 (Fall 1 September 3, 2019)	\$52.15	\$56.44	\$92.25
Year 3 (Fall 1 August 31, 2020)	\$52.41	\$56.44	\$92.25
Year 4 (Fall 1 August 30, 2021)	\$52.93	\$56.44	\$92.25