

**AGREED-TO CHANGES TO THE COLLECTIVE AGREEMENT BETWEEN  
CUPE LOCAL 3912 & DALHOUSIE UNIVERSITY**

**ARTICLE 4 – NO DISCRIMINATION, HARASSMENT, and EMPLOYMENT EQUITY**

- 4.1 The Employer and the Union agree that neither will discriminate against any Employee by reason of prohibited grounds of discrimination, **in accordance with the *Nova Scotia Human Rights Act* and *Dalhousie University's Statement on Prohibited Discrimination*, as amended from time to time** 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 their membership or non-membership in the Union.
- 4.2 **The Employer recognizes that its obligation to provide a working and learning environment free from prohibited discrimination includes the obligation to make accommodations for employees in instances where an employee's work environment has a discriminatory effect on the employee's ability to fully participate in work-related activities. Requests for accommodation made by Employees shall be considered in accordance with the University's *Accommodation Policy*, as amended from time to time.**
- 4.3 **The Employer and the Union are committed to a working and learning environment that is free from personal harassment in accordance with Dalhousie University's *Personal Harassment Policy*, as amended from time to time.**
- 4.4 **The Employer and the Union are committed to a working and learning environment that is free from sexual harassment in accordance with Dalhousie University's *Sexualized Violence Policy*, as amended from time to time.**
- 4.5 **An Employee alleging a violation of this Article may seek resolution through the Employer's policies referred to in Articles 4.1, 4.3, and 4.4.**
- 4.26 The University and the Union are committed to address employment equity issues and recognize the need to discuss areas of mutual concern. **The Union shall have the right to appoint a representative, with full standing, to the Council on Employment Equity. The representative appointed**

**shall be entitled to a stipend of 3% of the starting stipend for Part-Time Academics for each academic year of service to the Council on Employment Equity.**

ARTICLE 12 – EMPLOYEE ASSESSMENTS FOR PART-TIME ACADEMICS

- 12.5 In the event that a student completes a Senate or Faculty Council approved evaluation on a Part- Time Academic, the evaluation results may be included in the Part-Time Academic’s file in a form that does not reveal the student’s identity to the Part-Time Academic. Student evaluation results placed in the Part-Time Academic file will be included in the assessment of performance, **insofar as is appropriate, and each class of opinion shall be given due and fair consideration and no class of opinion shall be given undue or unfair consideration or weight.**

ARTICLE 13 – DISCIPLINE & DISCHARGE

- 13.4 Notwithstanding Article 13.1, the Employer shall have the right to dismiss an eEmployee during the probationary period of the Employee **without using the discipline or discharge procedures prescribed in this Article 13. The dismissal of an Employee during the Employee’s probationary period shall only be the subject of a grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory, or in bad faith.**

ARTICLE 14 - POSTINGS & HIRINGS

(PART-TIME ACADEMIC WORK ASSIGNMENTS)

- 14.5 Postings shall detail the work assignment, **the location (municipality) of the work assignment**, the application deadline and the requirements for the position including qualifications, experience and attributes required, including teaching effectiveness.
- 14.9 (a) 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~~ **qualified candidate who has applied to the**

**posting and** who is immediately available, the Employer will address the Part-Time Academic work assignment as the Employer deems appropriate.

- 14.11 (a) Successful applicants will be notified of their academic work assignment in writing as soon as possible in advance of a scheduled commencement of employment. Successful applicants 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. **The Department Chair, Head or Director will also endeavour to provide feedback to unsuccessful candidates on the precedence list, upon request, provided that the request is made no later than one (1) week after the commencement of the Part-Time Academic work assignment.**

**14.13 (a) Notwithstanding the foregoing provisions of this Article 14, the Employer, without posting, may assign any Part-Time Academic assignment, provided that it is offered to the qualified individual with the highest precedence within the Department in which the Part-time Academic assignment is being offered. Should that individual decline the offer, subsequent offers may be made, provided that such offers are made to individuals with precedence within the Department, and in order from highest to lowest precedence.**

**(b) Any qualified Part-Time Academic who is on the precedence list and desires to teach a course in a new department (in which they have not taught in the last three years) must provide written notification and their curriculum vitae to the Department Head, Chair or Director where they wish to be considered for this internal hiring process, and copied to [Academic.Staff.Relations@dal.ca](mailto:Academic.Staff.Relations@dal.ca). The Member will be considered in cases where this notification has been received in the 12 months prior to the Part-Time Academic assignment, and prior to any offer being issued.**

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

- 15.2 When the Employer determines that a Teaching Assistant position is available, the position shall be posted **electronically** in the Department offering the position. ~~The position may be posted electronically.~~ **This may occur by email or by posting to a departmental website.**
- 15.5 Postings shall detail the Teaching Assistant position, **the location (municipality) of the work assignment**, the application deadline, **the applicable hourly category for Teaching Assistant assignments (e.g., TA130) or the approximate number of hours for Marker and Demonstrator positions**, 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. **Successful applicants will be notified of their Teaching Assistant assignment(s) as soon as possible, and normally at least one week in advance of the commencement of the assignment.**
- 15.15 All offers of employment for Teaching Assistant positions shall be made in writing and include: the term(s) of the appointment; the applicable hourly category for Teaching Assistant assignments (e.g., TA130) or the approximate number of hours for Marker and Demonstrator positions; and a link to the CUPE collective agreement.**

ARTICLE 16 - PROBATION, PRECEDENCE AND PRIORITY

- 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 four (4) academic years, with the following exceptions:
  - i. At the Union's written request and with the agreement of the Employer, in exceptional circumstances a one (1) year extension to the four (4) 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 teach year the Union shall submit all such requests with supporting documentation to the Director, Academic Staff Relations; or
  - ii. At the member's written request, ~~a one (1) year extension to the four (4) year period~~ **precedence shall be frozen** shall be granted if the Member is unavailable to work as the result of the birth or adoption of a child **for the duration of the leave, up to the maximum as defined by the Nova Scotia Labour Standards Code**. The member shall submit supporting documentation to the Director, Academic Staff Relations by November 1, in the **academic** year following the birth or adoption. A member may request one (1) extension for every birth or adoption of a child.

**16.4** A period of paid office or employment, not to exceed one (1) year, with CUPE at the National, Regional or Local level that prevents a Part Time Academic from teaching will not be included within the ~~three (3)~~ **four (4)** year period referred to in Article 16.3(b). In accordance with this Article, the Union shall inform the Employer by December 31 of the name of the Part-Time Academic who is to remain on the precedence list for the additional year.

#### ARTICLE 17 - HOURS OF WORK

- 17.1 (c) ~~Prior to the beginning, or within the first fourteen (14) days of the start of the assignment,~~ ~~t~~ The Supervisor shall meet with Teaching Assistants, individually or as a group, to discuss the duties to be completed and the anticipated hours. **This should occur prior to the beginning of the work assignment where possible, and in no case later than fourteen (14) days after the start of the assignment.** 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.

- (f) ~~On an exceptional basis,~~ **Teaching Assistants shall not be required to work in excess of contracted hours unless by mutual agreement with the Supervisor.** ~~Where the~~ unexpected work is pre-authorized by the Supervisor in excess of the total hours for that assignment, and the Employee agrees to do the unexpected work, the work shall be paid on an hourly basis at the applicable Teaching Assistant hourly rate.

**\*\*Text from 17.1(f) will be added to the TA Duties Form**

#### 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, **including for the purposes of meeting with students.** Individual member concerns relating to office space should be brought to Labour Management Committee. The Labour Management Committee will address the concerns within a three (3) month period.

18.5 (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 \$5,000 per academic year with awards up to a maximum of \$500 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 **have held a Part-Time Academic appointment within the 12 months preceding the conference and/or event.** ~~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.

## ARTICLE 19 - HEALTH & SAFETY

19.3 The Union may select one (1) Employee representative to serve on the Halifax committee and one (1) Employee representative to serve on the Agricultural campus committee. Representatives shall request alternates to participate in their absence. When required, the Employer will facilitate the participation of all representatives through video or audio conferencing. **The representatives appointed shall be entitled to a stipend of 3% of the starting stipend for Part-Time Academics for each academic year of service to the Environmental Health & Safety Committees.**

## ARTICLE 20 – ACADEMIC FREEDOM

**20.1 The Parties recognize and affirm that academic freedom is essential to the fulfillment of the purpose of Dalhousie University in the search for knowledge and the communication of knowledge to students, colleagues and society at large. The Parties agree that academic freedom carries with it a corresponding responsibility on the part of Employees to use their freedom responsibly, with due concern for the rights of others, for the duties appropriate to the Employee's university appointment, and for the welfare of society. 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.**

**20.12** 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.



~~20.23 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 shall be granted leave of absence for up to three (3) class hours per assignment per term due to illness 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. **Additional leave due to illness may be approved by the Dean or their designate in exceptional circumstances.**

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

#### ARTICLE 23 - GENERAL

##### Deemed Resignation

23.1 Any Employee who is absent from work without authorization for **more than** three (3) ~~or more~~ consecutive days **class hours**, and ~~can~~ **does** not establish ~~to the satisfaction of the Employer~~ that a request for such authorization was not possible due to circumstances beyond their 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.

#### ARTICLE 25 – SALARIES

25.2 All Employees shall be paid by direct deposit and each Employee shall notify the Payroll unit in Human Resources of their account for this purpose. **On each pay day, each Employee can access an itemized electronic statement of their wages for the pay period, including the type and amount of all earnings and all deductions.**

Part-time Academics will be paid no less than the above-noted salaries; however additional remuneration may be paid if:

- market factors relative to **the** discipline warrant such remuneration. ~~Dalhousie will advise the union of any Part-time Academics paid such additional remuneration and the reasons for such additional remuneration.~~
- **extraordinary circumstances result in a sudden and substantive change to the part-time academic assignment.**

**In all such cases,** Dalhousie will advise the union of any Part-time Academics paid such additional remuneration and the reasons for such additional remuneration.

#### ARTICLE 26 - TERM OF AGREEMENT

26.1 This Collective Agreement shall be in effect for a term beginning on September 1, **2020**, to and including August 31, **2024**, 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.

#### APPENDIX "TBD"

##### Letter of Understanding

##### Reporting of hours for Part-Time Academics

The Employer and the Union agree as follows:

- 1) Upon request, the Employer shall issue records of employment (ROE) to Employees.
- 2) Each Part-Time Academic assignment of a half credit course is deemed to be 300 hours of work. a. If the assignment in question is more or less than a half credit course, the amount of hours shall be pro-rated accordingly.  
b. Notwithstanding the above, if a Part-Time Academic can demonstrate that they have worked more than 300 hours, the ROE will reflect their actual hours worked, up to a maximum of 445 hours per half credit course.

3) The parties agree that this agreement is strictly for Employment Insurance purposes only and is without prejudice to the positions of the parties, and shall in no way affect the interpretation, application, and administration of the Collective Agreement provisions and any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the Employment Insurance Act or Regulations.

4) This determination reflects an agreement arrived at by the Employer and the Union, under the *Employment Insurance Act*.

## APPENDIX "TBD"

### Letter of Understanding TA/Marker/Demonstrator Work Assignments

The Employer and the Union agree that a committee shall be constituted within 60 days of the ratification of this agreement to review and:

- 1) make recommendations to improve the process of notification of work assignments for TA, Marker and Demonstrator positions (including but not limited to timeliness, required forms, and appointments made under Clause 15.13); and
- 2) consult with Marker and Demonstrator members regarding their work duties to ensure compliance with the definitions as provided in Article 1, and make recommendations for remedies as appropriate.**

Each party shall appoint three members to this committee. The Union and Employer will co-chair such meetings and will alternate chairing each meeting, and may, by mutual agreement, invite guests to provide information to the committee.

Committee recommendations will be made to Academic Staff Relations within six (6) months of the ratification of this agreement, and implemented, where possible, within the following three (3) months. The Committee may agree to extend these timelines, where appropriate.

The Employer and the Union may enter into a Memorandum of Agreement with regards to the committee recommendations.

APPENDIX "TBD"

Letter of Understanding  
Orientation & Onboarding of new  
Members

The Employer and the Union agree that a committee shall be constituted within 60 days of the ratification of this agreement to review and make recommendations to improve the processes and practices associated with the orientation and onboarding of new Members. Each party shall appoint three members to this committee. The Union and Employer will co-chair such meetings and will alternate chairing each meeting, and may, by mutual agreement, invite guests to provide information to the committee.

Committee recommendations will be made to Academic Staff Relations within six (6) months of ratification of this agreement, and implemented, where possible, within the following three (3) months. The Committee may agree to extend these timelines, where appropriate.

The Employer and the Union may enter into a Memorandum of Agreement with regards to the committee recommendations.

APPENDIX "B"

Salaries- Part-Time Academics \*

Part-Time Academics	1-Sep-20	1-Sep-21	1-Sep-22	1-Sep-23
Starting Stipend	*	*	*	*
Stipend after 8- half credit courses ***	*	*	*	*
Stipend after 20 half credit courses ***	*	*	*	*

\*See attached monetary proposal

Notes:

\* Stipends are per full course (i.e., 6 credit hours) and shall be calculated on a pro rata basis for all other courses

\*\* All salaries are inclusive of 6% vacation pay.

\*\*\* For stipend purposes, credit will be given for all credit courses taught at Dalhousie University on a full or part-time basis prior to the signing of this Agreement.

Part-time Academics will be paid no less than the above-noted salaries; however additional remuneration may be paid if:

- market factors relative to **the** discipline warrant such remuneration; **or**
- **extraordinary circumstances result in a sudden and substantive change to the part-time academic assignment.**

**In all such cases**, Dalhousie will advise the union of any Part-time Academics paid such additional remuneration and the reasons for such additional remuneration.

Part-time Academics being paid above the above-noted salaries will continue to be paid at such rates for current assignments.

**Monetary Proposal: November 8, 2022 (FINAL AS AGREED BETWEEN THE PARTIES)**

	<b>CURRENT (2019-20) RATE</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>		<b>2023-24</b>	<b>This offer (4 years)</b>	<b>Wage rate for 2023-24</b>
				ATB increase	Comparability Adjustment			
<b>Part-time Academics (2020-21 &amp; 2021-22)</b>	\$10,464	1.25%	1.25%					
	\$11,984	1.25%	1.25%					
	\$12,722	1.25%	1.25%					
<b>Part-time Academics (2022-23 &amp; 2023-24)</b>	<b>The Board proposes removing the lowest stipend and having a stipend structure with just 2 levels</b>							
	Starting Stipend			3.0%	\$1605	2.0%	23.35%	\$12,956
	After 14 half-credit courses			3.0%	\$700	2.0%	13.32%	\$14,437
<b>Nursing</b>		1.25%	\$45 (reset)	3.0%	\$1.50	2.0%	36.33%	\$48.85
<b>DH</b>		1.25%	1.25%	3.0%	\$1.50	2.0%	10.35%	\$44.27
<b>PT/OT</b>		1.25%	1.25%	3.0%	\$1.50	2.0%	10.06%	\$49.68
<b>FSPA</b>		1.25%	1.25%	3.0%	\$1.50	2.0%	9.31%	\$71.79
<b>Pharmacy</b>		N/A	N/A	\$50 (new)	N/A	2.0%	N/A	\$51.00
<b>TAs</b>		1.25%	1.25%	3.00%	\$2.75	5.0%	23.05%	\$30.05
<b>Marker/ Demo</b>		1.25%	1.25%	8.00%	\$4.75	2.05%	41.80%	\$24.00