

**Agreement Between**  
**SAINT MARY'S UNIVERSITY**  
**and**  
**THE NOVA SCOTIA GOVERNMENT**  
**AND GENERAL EMPLOYEES UNION**

**July 1, 2016**  
**to**  
**June 30, 2019**

**NSGEU Local 170**

This Agreement made the 8<sup>th</sup> day of September, 2017.

Between:

**SAINT MARY'S UNIVERSITY, a body corporate,  
incorporated under the laws of the Province of Nova  
Scotia, hereafter called the "University" or the  
"Employer"**

- and -

**THE NOVA SCOTIA GOVERNMENT AND GENERAL  
EMPLOYEES UNION  
hereafter called the "Union"**

WHEREAS the Labour Relations Board (Nova Scotia), under LB-Order 1156, certifies the Nova Scotia Government & General Employees Union, Dartmouth, Nova Scotia as Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees of Saint Mary's University, Halifax, Nova Scotia, engaged in maintenance, cleaning and security work save and except those employees represented by the Canadian Union of Public Employees, Local 4491, and those employees represented by the Canadian Union of Public Employees, Local 4388, and those persons excluded by Section 2(2) of the Trade Union Act.

THEREFORE the parties agree as follows:

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## **ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

### **1.01 DEFINITIONS**

- (a) "Bargaining Unit" - means the Nova Scotia Government and General Employees Union, Local 170.
- (b) "Collective Agreement" - means this Collective Agreement and the articles, appendices and letters of understanding contained herein and any properly made amendments, additions or alterations to it.
- (c) "Employee" - means an individual who is employed by the University who is a member of the bargaining unit.
- (d) "Employer" - is used interchangeably with "University".
- (e) "Member" - means a member of the bargaining unit.
- (f) "Month" - in measuring time means the period between a date in one month and the day before the same date in the next month (e.g. March 17 to April 16 is one month). "Calendar Month" means the first day of the month to and including the last day of the month.
- (g) "Service" - means the length of continuous employment with the University which is unbroken by loss of employment status.
- (h) "Union" - means the Nova Scotia Government and General Employees Union and its successors and is otherwise referred to as "NSGEU".
- (i) "Union Steward" - means an employee in the bargaining unit appointed by the Union to assist members in matters arising under this Collective Agreement.
- (j) "University" - means Saint Mary's University and is used interchangeably with "Employer".

### **1.02 INTERPRETATION**

In this Agreement, the singular includes the plural and vice-versa, and the feminine includes the masculine and vice-versa, unless the context requires otherwise.

## **ARTICLE 2 - RECOGNITION OF PARTIES**

### **2.01 PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote harmonious relations between the University and its employees represented by the Union, to establish and maintain fair and equitable working conditions for all, and to set up procedures for the settlement of disputes and grievances which may arise between the parties.

### **2.02 RECOGNITION OF THE EMPLOYER**

- (a) The Union acknowledges that it is the exclusive function of the University, subject to the Collective Agreement, to:
- (1) Maintain order, discipline, and efficiency;
  - (2) Hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees;
  - (3) Establish and enforce reasonable rules and regulations covering the conduct, duties and methods of operation;
  - (4) Generally to manage and operate the University.
- (b) The University shall not make any agreement with an employee contrary to this Agreement.

### **2.03 RECOGNITION OF THE UNION**

The University recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this Agreement and for all the employees hereinbefore defined. The term "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as herein defined unless the context otherwise provides.

### **2.04 NO STRIKE OR LOCKOUT**

In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes during the term of this Agreement as defined by the *Trade Union Act* of Nova Scotia, stoppages of work, walkouts, boycotts, slowdowns, picketing or any other interference with the

operations of the University by the Union, and the University agrees that there shall be no lockout as defined by the *Trade Union Act* of Nova Scotia during the term of this Agreement.

## **ARTICLE 3 - UNION MEMBERSHIP & REPRESENTATION**

### **3.01 UNION MEMBERSHIP**

- (a) The University agrees that all employees who are employed at the date of this Agreement and who are members of the Union, shall maintain such membership. All new employees will be considered as probationary employees until they have completed a probationary period in accordance with Article 16.01. Probationary employees shall be required to pay Union dues during the probationary period and on completing the probationary period are required, as a condition of employment to become members of the Union.
- (b) The parties agree:
- (1) permanent employees are included in the bargaining unit;
  - (2) temporary employees are included in the bargaining unit;
  - (3) casual employees are excluded from the bargaining unit;
  - (4) employees on probation as set out in Article 16.01 are included in the bargaining unit.

### **3.02 TEMPORARY EMPLOYEES**

A temporary employee means an employee hired for a specific purpose and for a specific period of time not to exceed twelve (12) months. Notwithstanding the foregoing, a temporary employee may be hired for a longer period where she/he is replacing a permanent employee who is on a leave of absence, including leave while on long-term disability benefits or Workers' Compensation benefits, or who is replacing a permanent employee who is participating in the On-The Job Training/Apprenticeship Program.

### **3.03 TEMPORARY POSITIONS OUTSIDE OF THE BARGAINING UNIT**

- (a) An employee temporarily promoted or transferred to a position with the employer beyond the scope of this Collective Agreement shall:
- (1) retain and accumulate seniority; and
  - (2) continue to pay all Union deductions; and
  - (3) be entitled to, in accordance with the collective agreement, grieve any



discipline, apply for bargaining unit positions, participate in group benefit plans, accrue and receive vacation and sick leave, and suffer no loss of previously accrued entitlements; and

- (4) not remain in such a position for greater than twenty-seven (27) months without the consent of the Union.
- (b) No employee will be placed in a non-bargaining unit position without her/his consent. The Employer will give the Union written notice of such promotion or transfer, including the expected duration.

### **3.04 CHECK-OFF**

- (a) All employees shall irrevocably authorize the University to deduct and forward to the Union all Union dues.
- (b) The Union will inform the employer of the amount of Union dues to be deducted. The employer will make the deductions from each pay of each employee and shall remit them to the Union within a reasonable time after deduction. The remittance will include a list of employees from whom deductions have been made and the amount deducted.

### **3.05 INFORMATION TO THE UNION**

- (a) The University shall, within ten (10) working days following the date of employment or termination of an employee, notify the Union that a new person has been employed within or terminated from the bargaining unit.
- (b) Within a reasonable time following a request by the Union, the University will provide the Union with a list of employees in the bargaining unit, together with, as available, their position title, department, and date of hire. The employer, at the request of the Union, may provide other information that the employer deems appropriate.

### **3.06 BARGAINING UNIT ORIENTATION**

- (a) The University agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment. The University will supply each new employee covered by this Agreement hired during its term with a web link to an electronic copy of this Union Agreement at the time of hiring.
- (b) The University will make available a copy of the collective agreement on the University website.

- (c) New employees who have completed their probationary period may, at a mutually agreeable time, meet with a Union Steward or Union Local Executive member during regular working hours, for a maximum of thirty (30) minutes without loss of pay in order that they may become acquainted with the Union and the Collective Agreement.

### **3.07 MEETINGS AND BULLETIN BOARDS**

- (a) The University shall allow the Union to hold meetings on the University's premises from time to time, subject to the administrative regulations in force and at no cost provided that permission is obtained from the Department Head or an appointee.
- (b) The University agrees to provide two (2) notice boards for Union business, to be located in the Residence Complex and employees' lunchroom facilities or in locations agreeable to the University and Union.

### **3.08 UNION STEWARDS**

- (a) The University and the Union recognize the importance of the Union Steward's role in assisting the University's representatives and Union members in carrying out the provisions of this Agreement. The Union will be reasonable in the number of Stewards it appoints and will provide the Employer with a list of the names of Union Stewards and the Union Local Executive, and keep the employer notified of any changes.
- (b) It is understood that the Union Stewards' duties shall in no way conflict with their duties to the University; however, they will be allowed reasonable time off during working hours without loss of pay to assist employees in processing grievances.
- (c) Union Stewards or Union officers will not absent themselves from their regular duties to deal with grievances without first notifying their Manager or Supervisor. When resuming their duties they shall first report to their Manager or Supervisor.

### **3.09 UNION LEAVE**

- (a) An employee appointed to represent the Union will be granted time off without loss of pay or benefits for the purpose of attending joint meetings between the Union and the Employer that occur during the employee's regular working hours.
- (b) Upon reasonable notice, the Employer may grant a leave of absence to employees delegated by the Union to transact Union Local business as a Representative of NSGEU Local 170. Such requests shall be in writing to the Senior Director, Human Resources indicating the date(s), time(s), and the

employee(s) designated to attend. Permission will not be unreasonably withheld. Where such leave is granted, the Employer will continue the members' pay at the request of the Union as if they were at work and shall invoice the Union for the members' pay.

### **3.10 UNION BUSINESS AGENT**

The Union's Business Agents shall have access to the premises to discuss Union business with the University and/or employees covered by this Agreement, but in no cases shall the visit interfere with the progress of the work. University officials will be advised prior to the visit.

### **3.11 UNION NEGOTIATING COMMITTEE**

The Union negotiating committee may include, at the Union's option, up to three (3) employees who are members of the bargaining unit and any other representatives chosen by the Union. Employees on the Union's negotiating committee will not suffer any loss of pay or other benefits for time lost from work because of negotiating or conciliation meetings but will not be eligible for compensation for time spent in meetings which are conducted in other than regular working hours.

## **ARTICLE 4 - SENIORITY**

### **4.01 ACCRUAL OF SENIORITY**

- (a) Seniority shall commence with employment within the bargaining unit and shall apply after completion of the probationary period referred to in Article 16.01.
- (b) Upon successful completion of their probationary period, Employees shall receive credit for seniority purposes from the original date of hire.
- (c) Temporary employees shall not accumulate seniority. However, if a temporary employee becomes a permanent employee in accordance with Article 6 [Job Posting], provided employment has been continuous in the bargaining unit, time spent as a temporary employee shall be included in the calculation of seniority.
- (d) The University agrees to post a seniority list on the employees' bulletin boards after the signing of this Agreement and year to year thereafter.

## **4.02 LOSS OF SENIORITY**

An employee shall lose seniority and employment status if the employee:

- (1) voluntarily resigns the employ of the Employer;
- (2) is discharged for cause and is not reinstated;
- (3) is absent due to illness, injury or disability for a period in excess of twenty-seven (27) months subject to the parties' duty of accommodation;
- (4) fails to return to work within two (2) weeks following recall or indicates that she/he will not return to work after receiving notice of recall; or
- (5) is laid off for twelve (12) months; or
- (6) is absent from work for two (2) complete consecutive shifts without leave of absence being granted by the Employer or without the employee having provided a satisfactory explanation to the Employer.

## **4.03 APPLICATION OF SENIORITY**

- (a) In lay-offs, rehiring, reclassification, assignment to newly created shifts, or in the promotion to a higher position, the seniority of the employee, consistent with the ability to perform the work required, shall be the determining factor.
- (b) The provisions of Article 4.03(a) shall not apply to temporary employees.

# **ARTICLE 5 - PAY AND BENEFITS**

## **5.01 WAGES AND CLASSIFICATIONS**

- (a) Attached to, and forming part of this Agreement, is Schedule A covering wages and classifications.
- (b) The wage rates contained in Schedule A of this Agreement shall be paid in accordance with dates indicated and shall be applicable to members of the bargaining unit on the date of signing of this Agreement.

## **5.02 NEW CLASSIFICATIONS**

Should the University create a new classification or position within the bargaining unit, during the term of this Agreement, the parties agree to meet and attempt to reach agreement regarding the appropriate rate of pay for such classification. When agreement is reached, written confirmation shall be exchanged between the University and the Union. If the parties cannot agree, the matter may be referred to arbitration as per Article 21 of the Collective Agreement.

### **5.03 SHIFT DIFFERENTIAL**

- (a) Employees working a normal shift between the hours of 3:00 p.m. and 11:00 p.m. shall be compensated for at an additional rate of thirty-seven cents (\$0.37) per hour for each full hour worked.
- (b) Employees working a normal shift between the hours of 11:00 p.m. and 7:00 a.m. shall be compensated for at an additional rate of sixty-two cents (\$0.62) per hour for each full hour worked.
- (c) Shift differential shall not be considered overtime or part of the basic pay. This Article 5.03 will not apply to daytime workers. For the purposes of this Agreement a daytime worker is deemed to work a tour of duty between the hours of 7:00 a.m. and 4:00 p.m.

### **5.04 BENEFITS**

- (a) All employees covered by this Agreement will be eligible to participate in the University's Group Benefit Plan program as applicable, as amended from time to time by the University.
- (b) The University will maintain its current practice in cost sharing of Group Benefit Plans presently in effect throughout the University for the term of this Agreement.

### **5.05 PENSION**

Pension contributions made by and on behalf of the members of the bargaining unit will be on the following basis:

- Employee - six per cent (6%);
- Employer - eight per cent (8%).

## **ARTICLE 6 - JOB POSTINGS**

### **6.01 POSTINGS**

When the University decides a vacancy or a new position is to be filled within the bargaining unit, the Union will be notified, in writing, and the position will be posted for ten (10) calendar days on the employee's bulletin board. The posting shall contain the required qualifications, job duties, hours of work, and applicable pay rate. The qualifications shall be those necessary to perform the job.

## **6.02 APPLICATION**

- (a) Employees have a right to apply for transfer or promotion to vacant positions as posted and shall be considered consistent with Article 4.03(a). The Employer will only consider other applications after it has been determined that no permanent bargaining unit member is the successful applicant.
- (b) Temporary employees who apply for transfer or promotion to vacant positions will only be considered after it is determined that no permanent employee is the successful applicant.

## **6.03 TEMPORARY POSITIONS**

- (a) The University shall have the right to fill a vacant or new position on a temporary basis for a period not to exceed twelve (12) months. The University shall have the right to fill a vacant position on a temporary basis where the temporary position is replacing a permanent employee who is on a leave of absence in which case the temporary position will be for a maximum of twenty-seven (27) months unless the University and the Union otherwise agree to a longer period.
- (b) When a temporary job opportunity occurs, a notice will be posted on the employees' bulletin board. Employees working a different shift schedule may apply and will be considered. The successful applicant will be offered the position on the basis of seniority provided they have the ability to perform the required work. Once the temporary position is filled no further staff changes will be permitted in relation to the filling of the temporary position.
- (c) Permanent employees, who are assigned to temporary positions, shall continue to earn all rights and benefits under this Agreement while working in that temporary position.

# **ARTICLE 7 - JOB SECURITY**

## **7.01 BARGAINING UNIT WORK**

Managers and supervisors will not perform duties which are normally performed by Union members. Under normal circumstances, supervisors in a department will be expected to direct only their specific trades or group of workers.

## **7.02 CONTRACTING OUT**

- (a) For the purposes of this Article 7.02, a working day means Monday through to Friday but does not include a holiday as set out in Article 10.

- (b) The Employer shall not contract out work performed by members of the Bargaining Unit where such contracting out results in the layoff of members of the bargaining unit, except in accordance with the following conditions and/or procedures:
  - (a) The Employer shall consult with the Union at least sixty (60) working days prior to the layoff of Employees.
  - (b) The Employer agrees to establish a joint committee, consisting of two members appointed by the Employer and two members appointed by the Union, to consider means of minimizing the adverse effects on Employees, including a review of alternatives to contracting out. The deliberations of the joint committee shall remain confidential until a decision by the Employer to layoff is confirmed or other arrangements are agreed.
  - (c) In the event that the Employer contracts out work, the Employer agrees to include as a condition of the contract a requirement to employ members of the bargaining unit for available positions under the contract provided they are available and possess the necessary skills to perform the work.
  - (d) Employees laid off as a result of contracting out shall receive notice in writing as follows:
    - (a) Forty (40) working days' notice if their period of employment is two (2) years or less.
    - (b) Five (5) additional working days' notice for every year of employment in excess of two (2) years.
    - (c) Where less notice is given than provided, Employees shall continue to receive pay for the number of days for which they were required to be in receipt of such notice.
- (c) This Article 7.02 does not apply to Temporary Employees.

### **7.03 NOTICE AND ORDER OF LAYOFF**

- (a) In the unlikely event of lay-off or a reduction in the work force, the employees concerned shall be given notice or pay in lieu of notice of at least six (6) weeks. The notice or pay in lieu of notice will be increased by two (2) additional working days for every year of employment in the bargaining unit in excess of two (2) years. Further, should a reduction in the work force occur, employees shall be laid off in the reverse order of their seniority in their job classification and no new employees will be hired to do work covered by this Agreement until all those laid-off have been given the opportunity of re-employment with the University, consistent with their qualifications and ability to perform such work.

- (b) Where an Employee is to be laid off, the University will advise and consult with the Union as soon as possible after the change appears probable with a view of minimizing the adverse effect of the decision to lay off an employee. All consultation(s) shall remain confidential.
- (c) In the event of layoff, casual, part-time or temporary employees in the classification affected shall be laid off before any permanent full-time employees.
- (d) Before layoff of any employee, the University shall make a reasonable effort to find employment, whether full or part-time for those concerned in some other area of the University, providing that the employee has the necessary qualifications for the vacant position.

#### **7.04 BUMPING RIGHTS**

Employees affected by lay-off shall have the right to exercise their seniority and displace an employee with the least seniority in the following sequence; (a) in their own job title, (b) in their own classification, or (c) in any other classification within the bargaining unit, provided the employee has the required qualifications and capabilities as determined by the University to immediately meet the requirements of the position, and provided such displacement is not to a higher rated job than the one from which the employee has been laid off.

#### **7.05 WORK WHILE ON LAYOFF**

Where, in the opinion of the University, it is necessary to work substantial scheduled overtime in any classification where there are employees on lay-off who normally fill that position, the University shall make reasonable efforts to contact the employees affected and if, in the opinion of the University, they are available and able to do the work that work shall be assigned to them. In this regard, the laid-off employees will keep Human Resources informed as to where they may be contacted.

#### **7.06 LAYOFF AND TEMPORARY EMPLOYEES**

With the exception of Article 7.03(b), the provisions of Articles 7.03, 7.04 and 7.05 do not apply to temporary employees.

#### **7.07 TECHNOLOGICAL CHANGE**

- (a) The University agrees to provide as much advance notice as is practicable to the



Union of technological change in equipment or methods which would result in a significant change in employment status or working conditions of employees, as provided for in this Agreement. In addition, the University agrees to meet with the Union with a view to resolving problems which arise as a result of the introduction of such technological change.

- (b) In the event of technological change, or other change causing job elimination, the University will seek ways and means to minimize adverse effects on employees which might result from such change. Such means may include training and upgrading of skills.
- (c) This Article 7.07 does not apply to temporary employees.

## **ARTICLE 8 - HOURS OF WORK**

### **8.01 HOURS OF WORK**

- (a) Shift schedules for all employees shall be posted on December 15<sup>th</sup> of each year for the period of January 1<sup>st</sup> through December 31<sup>st</sup>.
- (b) The regular work day shall be eight (8) continuous hours, which shall include a one-half (1/2) hour paid lunch break. The regular work week shall normally be five (5) days, Monday to Friday inclusive with two (2) consecutive days off. Employees may be scheduled by the University for a regular work week other than Monday to Friday. In such cases, Employees shall be entitled to two (2) consecutive days off.
- (c) Article 8.01(b) shall not apply to Maintenance Assistants, Security Officers, Homburg Lead Hand and Homburg General Workers who maintain a shift schedule outside of the regular work week. The work week shall average forty (40) hours per week over the shift schedule consisting of shifts which are either eight (8) hours or twelve (12) hours in length.

### **8.02 MEAL BREAKS AND REST PERIODS**

All employees covered by this Agreement shall be provided a paid meal period of one half (1/2) hour during their shift and a paid rest period of fifteen (15) minutes in the first half of their shift and again in the second half of their shift.

### **8.03 CHANGE IN HOURS**

- (a) Notice of change of scheduled hours or scheduled days shall be given at least four (4) days prior to the day in question. If such notice of change is not given,

the employee shall receive a one-half (1/2) times hourly rate premium for the first shift pay. This provision will not apply when an employee is receiving overtime pay pursuant to Article 9.02

- (b) Where the University determines that it is necessary to change a position without weekend hours such that it includes weekend hours, the University will first seek volunteers from among employees in the classification. The most senior volunteer will change hours. Where no one volunteers, the University will require the least senior employee(s) to work the weekend hours.
- (c) The University will consult with affected employees prior to making a decision to change established shift patterns. Employees will be given as much notice as possible where the University decides to change established shift patterns.

## **ARTICLE 9 - OVERTIME**

### **9.01 DISTRIBUTION OF OVERTIME**

- (a) Overtime opportunities shall be offered in order of bargaining unit seniority on a rotating basis. Should unforeseen circumstances occur such as, but not limited to fire or flood, the University has the right to forego the seniority list. The University will maintain lists of who was called for each overtime opportunity and of overtime offered, worked and refused and employees will have the right to review these lists during their regular working hours.
- (b) An employee who wishes to be offered overtime during her/his scheduled vacation must advise her/his supervisor prior to her/his vacation that she/he will be available for overtime. Otherwise, an employee will be deemed to be unavailable for overtime during her/his vacation and not be offered overtime in accordance with Article 9.01(a).
- (c) Permanent employees will be offered overtime before temporary employees and temporary employees will be offered overtime before casual employees.

### **9.02 OVERTIME PAY**

- (a) All work performed by an employee outside the regular hours per day, shall be at one and one-half times (1/2) the regular rate of pay. For the purposes of determining overtime payment, hours earned will be calculated to the next one-quarter (1/4) hour. Payment for overtime will normally be paid on the next following regular pay day.
- (b) Employees required to work on their days off will be paid double the regular rate of pay.

### **9.03 MINIMUM OVERTIME**

- (a) When an employee is called back and reports to work after they have left their place of work at the end of their regular shift, and such recall has not been scheduled in advance, they shall be paid a minimum of four (4) hours pay at the applicable overtime rate.
- (b) An employee scheduled to work overtime, where the University has stipulated that the overtime will be performed at a time which is not continuous with their regularly scheduled working day, or on a day where they are not scheduled to work, shall receive a minimum of three (3) hours at the applicable overtime rate.

### **9.04 MEAL ALLOWANCE**

An Employee required to work overtime beyond a scheduled shift in excess of three (3) hours shall receive a meal allowance of \$8.00.

#### **9.05 TIME OFF IN LIEU**

Employees may opt to receive overtime compensation in the form of time off in lieu. In such cases the employee shall notify her/his supervisor at the time of being requested to work the overtime assignment. Employees will receive time off equal to that of the overtime payment. Employees may bank these hours up to a maximum of forty (40) hours. Lieu time must be used before the end of the fiscal year (March 31st), except in the case of maintenance employees who must, by the fiscal year end, schedule their lieu time to be used before the end of April. If the lieu time is not used within the periods noted, it shall be paid out at the appropriate rate. The employee shall have the right to use such banked time subject to operational requirements.

### **ARTICLE 10 - PAID HOLIDAYS**

#### **10.01 RECOGNIZED HOLIDAYS**

(a) The following paid holidays shall be recognized:

- New Year's Day
- Heritage Day (3rd Monday in February)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- HRM Natal Day (1st Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Eve (designated 1/2 day)
- Christmas Day
- Boxing Day

and any holiday proclaimed by the Provincial and Federal Governments and any holiday(s) declared to be of general application throughout the entire University.

(b) The University agrees during the term of this Agreement to maintain the current practice of Christmas closure and guarantee members of the bargaining unit a minimum of five (5) days paid holidays each year that fall within the definition of "holidays declared to be of general application throughout the entire University".

- (c) If a holiday falls on Saturday or Sunday, the day proclaimed, if any, by the Federal, Provincial or Municipal authorities shall be observed as the holiday.

### **10.02 PREREQUISITES FOR HOLIDAY PAY**

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, or does not work their scheduled working day immediately preceding and following the holiday.

### **10.03 PAY FOR WORK ON A HOLIDAY**

- (a) Any employee scheduled to work on any of the above named holidays shall be paid for the time worked at the rate of time and one-half (1.5) plus the regular day's pay for that holiday. An employee on a scheduled day off who does not work on that day shall receive an additional eight (8) hours pay at the base rate.
- (b) Employees scheduled to work on Christmas Closure days will be paid at the rate of time and one-half (1.5) for each hour worked in addition to their regular pay. Employees on a scheduled day off during Christmas Closure days will not be entitled to an additional eight (8) hours of pay.
- (c) All employees in the bargaining unit who, as part of their regular shift schedule, are required to work on Easter Sunday, shall be paid at a rate of time and one-half (1.5) for the time worked.
- (d) Employees who are scheduled off on any of the above named holidays and who are called in to work shall receive double time (2x) their regular pay for all hours worked in addition to the holiday pay.

### **10.04 TIME IN LIEU**

In lieu of payment for a holiday and/or work on a holiday, an employee may choose to receive time off at the appropriate rate at a time mutually agreed upon by the employee and the Employer. The provisions of Article 9.05 shall apply to time in lieu under this Article 10.

## **ARTICLE 11 - VACATIONS**

### **11.01 ACCUMULATION OF VACATION**

- (a) Annual leave credits are accumulated each calendar month that an employee has

fifteen (15) full days with pay. For the purposes of computing vacation credits, each calendar month that an employee has fifteen (15) full days with pay, she/he will earn one twelfth (1/12) of her/his maximum vacation for the vacation year. Where an employee does not have a calendar month consisting of fifteen (15) full days with pay, she/he will not earn credit towards her/his annual leave during that month and her/his vacation entitlement for the vacation year will be pro-rated accordingly.

- (b) An employee whose anniversary date falls within the vacation year in which she/he is eligible to receive an additional week of vacation as Article 11.01(c) applies is entitled to take the applicable additional vacation in that year.
- (c) Subject to Article 11.01(a) above, employees shall accumulate annual vacations to annual maximums as follows:
  - (1) Employees commencing employment with the University during one vacation year will accumulate one and one-quarter (1¼) days of vacation each calendar month to a maximum entitlement of three (3) weeks (120 hours) to be used as vacation during the following vacation year;
  - (2) Employees who have more than one (1) year of service but less than ten (10) years will accumulate one and one-quarter (1 ¼) days each calendar month to a maximum entitlement of three (3) weeks (120 hours) for the vacation year;
  - (3) Employees who have ten (10) years of service but less than twenty (20) years will accumulate, one and two-thirds (1 2/3) days each calendar month to a maximum entitlement of four (4) weeks (160 hours) for the vacation year;
  - (4) Employees who have twenty (20) years of service or more will accumulate two and one twelfths (2 1/12) days each calendar month to a maximum entitlement of five (5) weeks (200 hours) for the vacation year.
- (d) Temporary employees shall earn vacation time as provided by the Labour Standards Code for the Province of Nova Scotia.

## **11.02 SCHEDULING OF VACATIONS**

- (a) Annual vacation periods shall be granted and taken within the vacation year July 1st to June 30th depending on operational requirements. The Employer will endeavor to provide employees who request vacation in either July or August the opportunity to take at least five (5) consecutive days off.
- (b) Vacation preference shall be given to employees on the basis of seniority. Seniority shall apply when establishing vacation periods.
- (c) On or prior to April 1st each year, employees shall be notified of their vacation accumulation and the employer will make reasonable efforts to notify any employee who has unused vacation for the current vacation year. Not later than April 30th, employees shall advise the University of their vacation preference. Not later than May 15th, the University shall post an approved vacation schedule. In the event an employee fails to make written application for vacation time prior to April 30th, the University shall not be required to give him/her preference over less senior employees.
- (d) Employee requests for annual vacations shall be submitted in writing to his/her manager at least twenty (20) working days prior to the requested vacation date.
- (e) Changes requested by an employee to scheduled vacation periods will be subject to operational requirements as determined by the University. All such requests shall be submitted in writing.

## **11.03 VACATION CARRY OVER**

- (a) Vacation not taken during the vacation year because of operational requirements, injury or sickness will be carried over and available to the employee in the next vacation year.
- (b) The University may agree to allow vacation carry over in circumstances other than set out in Article 11.03(a) under the following conditions:
  - (1) Requests will be made for unique employee requirements that cannot be met by the employee within her/his normal annual vacation allotment.
  - (2) The vacation carry over will be for a maximum of five (5) days.
  - (3) The vacation carry over must be used no later than the following vacation year.

- (4) The employee must request the vacation carry over stating the reason(s) in writing to the Department Head no later than June 1<sup>st</sup> of any year.

#### **11.04 HOLIDAY DURING VACATION**

If a holiday falls or is observed during an employee's vacation period, the employee shall be entitled to an additional day's vacation with pay which shall normally follow the vacation period.

#### **11.05 ILLNESS DURING VACATION**

Upon provision of medical evidence or a death certificate satisfactory to the Employer, if an employee's annual vacation is interrupted for:

- (1) a period of five (5) consecutive calendar days through serious illness or injury; or
- (2) a shorter period all or part of which involves hospitalization; or
- (3) a death in the immediate family which qualifies for bereavement leave,

the period of annual vacation displaced may be charged against the employee's sick or bereavement credits, as the case may be.

#### **11.06 VACATION ON TERMINATION**

Employees who lose their employment status shall have their accrued vacation calculated and paid out in accordance with Article 11.01.

### **ARTICLE 12 - SICK LEAVE**

#### **12.01 ACCUMULATION OF SICK LEAVE**

Sick leave credits are accumulated at the rate of ten (10) hours each calendar month that an employee has fifteen (15) full days with pay. In any calendar month that an employee does not have fifteen (15) full days with pay, she/he will not accumulate sick leave credits.

#### **12.02 USE OF SICK LEAVE**

- (a) Sick leave is available to provide protection for an employee from loss of earnings due to illness or injury. Sick leave with pay is granted against



accumulated credits during periods that an employee is absent from duty due to illness or injury.

- (b) Employees may use sick leave for the purposes of attending appointments with medical doctors or dentists. Employees shall make every effort to schedule such appointments outside of normal working hours. The University reserves the right to request proof of such attendance, provided that such request will be made to the employee prior to the appointment occurring.
- (c) Sick leave is to be used as sick leave and any accumulated sick leave remaining to an employee's credit upon separation is not payable by the University.
- (d) Provided she/he has sufficient sick leave credits available, an employee may use up to two (2) days of sick leave annually between July 1 and June 30 to attend a medical or dental appointment or treatment with an immediate family member where the employee's attendance is reasonably necessary and the appointment could not be made outside the employee's working hours. Notification of such appointments will be made as soon as possible in advance to her/his supervisor. An employee may be required to provide verification of the appointment to the Employer.
- (e) Immediate family is defined as father, mother, (or legal guardian), brother, sister, spouse, common-law partner, registered domestic partner, child of the employee, or child of the spouse, common-law partner or registered domestic partner.

### **12.03 REPORTING ABSENCE AND RETURN**

- (a) In any cases of absence of an employee due to sickness or injury, the matter must be reported to the University not less than one (1) hour prior to the time such employee's shift commences. Continued failure to notify the University of such absences may result in absence without pay for all or part of the absences.
- (b) Employees shall, at the time of notifying their supervisor of their absence, or as early as possible, notify their supervisor of the day of their expected return to work.
- (c) Employees absent from duty because of illness or injury shall submit to their supervisor, at the first opportunity, an application for sick leave on the appropriate form as provided.

## **12.04 PROVISION OF MEDICAL INFORMATION**

- (a) The University reserves the right to require the production of a medical certificate as satisfactory evidence of an employee's inability to perform their duties. Failure to provide such evidence may result in absence without pay for all or part of the absence.
- (b) The Employer shall not be entitled to an employee's diagnosis. The Employer shall be entitled to medical information from the employee's treating physician(s) including an employee's prognosis, expected duration, expected date of recovery and any medical restrictions affecting an employee's ability to perform any of her/his duties.
- (c) The Employer may require an employee to provide medical information from her/his treating physician(s) or appropriate health practitioners to determine:
  - (1) the employee's fitness to continue working or return to work, including limitations and/or restrictions relating to job demands, including in cases of excessive absenteeism; or
  - (2) the Employer's obligation in regard to an employee's request for accommodation.

Where the Employer does not receive sufficient medical information to make these determinations, it will provide the employee with details of the deficiency and give the employee an opportunity to respond. Where an employee does not provide sufficient information, the Employer will be entitled to make inferences based on the information it has.

- (d) Medical information will be held in confidence by Human Resources and not released without the consent of the employee.

## **12.05 LONG-TERM DISABILITY BENEFITS**

- (a) All employees covered by this Agreement who are on extended leave due to sickness or injury will be eligible to apply for long term disability benefits, subject to eligibility and qualifying provisions defined by the University's long-term disability insurance policy. The employer will provide the necessary forms for the employee to make application, and upon acceptance, said employee will be placed on long term disability.
- (b) Any employee who is absent due to illness or injury for the Qualifying Disability Period and who has a balance of sick leave in excess of the required days for

the Qualifying Disability Period, the employee's sick leave balance in excess is intended to remain in the employee's accumulated sick leave bank for future use, upon return to the workplace, and in the event the employee's requirement for additional paid sick leave for the same or another illness or injury.

## **12.06 WORKERS' COMPENSATION TOP-UP**

- (a) In the case of an employee who is injured on duty and receiving replacement earnings benefits (WCB) from the Workers' Compensation Board, the University shall compensate the employee any additional amount necessary to maintain the employee's regular rate of pay by depleting earned sick leave credits to the extent that the employee had sick leave credits available on the effective date of the WCB claim. Once the employee has exhausted the sick leave credits she/he had available on the effective date of the WCB claim, the employee may choose to continue to receive top-up to WCB by depleting her/his vacation credits to the extent that the employee had vacation credits available on the effective date of the WCB claim. An employee who does not have sick leave or vacation credits will not receive WCB top-up.
- (b) While the employee is receiving WCB top-up from her/his sick leave or vacation credits, she/he will continue to accrue sick leave and vacation credits in accordance with Articles 12 and 11. Notwithstanding the foregoing, an employee will accrue a maximum of one (1) year of her/his vacation entitlement under this Article 12.06(b) (which will be added to any vacation entitlements existing at the time of injury less any vacation entitlements used for WCB top-up). Any sick leave and vacation accrued under this Article 12.06(b) will not be available for use by the employee until she/he has returned to work or until the employee has lost her/his employment status in which case the provisions of Articles 12.02(c) and 11.06 shall apply.

## **ARTICLE 13 - PREGNANCY AND PARENTAL LEAVE**

### **13.01 PREGNANCY LEAVE**

- (a) Subject to the notice provisions of Article 13.04, the employer shall, upon the request of a pregnant employee and upon receipt of a medical certificate indicating the expected birth date, grant the employee seventeen (17) weeks of unpaid pregnancy leave.
- (b) An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

### **13.02 RIGHTS OF PREGNANT EMPLOYEE**

- (a) The employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (c) An employee who, either before the commencement or after the end of her pregnancy leave has an illness arising out of or associated with her pregnancy may be granted sick leave in accordance with the provisions of Article 12.

### **13.03 PREGNANCY LEAVE WITH SUPPLEMENTAL BENEFITS**

- (a) During the period of pregnancy leave as specified in Article 13.01(a), a permanent employee with more than one (1) years' service but less than three (3) years' service at the University will be maintained at eighty per cent (80%) of her regular earnings for a period not to exceed seventeen (17) weeks. A permanent employee who has three (3) years of service or more will be maintained at ninety-five per cent (95%) of her regular earnings for a period not to exceed seventeen (17) weeks. The supplementary benefits will be implemented as follows:
  - (1) For the first two (2) weeks, the employee shall receive 80%/95% of her regular salary;
  - (2) For up to a maximum of fifteen (15) additional weeks, the employee shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 80%/95% of the employee's regular salary;
  - (3) Where Article 13.03(a) applies, supplementary payments shall begin no earlier than eight (8) weeks before the expected birth date and end no later than seventeen (17) weeks after the birth date unless the child is confined to hospital. In the event of a miscarriage or a still birth, the employee shall be entitled to sick leave under Article 12.
- (b) To receive the supplementary employment benefits defined in Article 13.03(a)(2), the employee shall supply the employer with proof of application to

the Employment Insurance for EI Pregnancy Leave Benefits.

- (c) If a permanent employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits, the employer will maintain the employee at the appropriate percentage (80%/95%) of her regular earnings for the period of her leave.

#### **13.04 NOTICE OF PREGNANCY LEAVE**

- (a) The employee shall give the employer at least four (4) weeks' written notice of the date the pregnancy leave, as per Article 13.01, is to begin.
- (b) The notice period in Article 13.04(a) shall not apply if the employee stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the employee was expected to give birth. In such circumstances, the employee shall, within two (2) weeks of stopping work, give the employer:

- (1) Written notice of the date the pregnancy leave began or is to begin; and
- (2) A certificate from a legally qualified practitioner that

In the case of the employee who stops working because of complications caused by her pregnancy, states that the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date; or

In any case, states the date of birth, still birth or miscarriage and the date the employee was expected to give birth.

- (c) Where notice is required under Articles 13.04(a) or 13.05(c) is not possible due to circumstances beyond the control of the employee, the employee shall provide the employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

#### **13.05 LENGTH OF PREGNANCY LEAVE**

- (a) The pregnancy leave of an employee who is not entitled to take parental leave under Article 13.07 shall end seventeen (17) weeks after the pregnancy leave began.
- (b) The pregnancy leave of an employee who is not entitled to take parental leave shall end on the later of the day that is seventeen (17) weeks after the

pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. In the case of still birth or miscarriage, the employee will also be entitled to sick leave coverage under Article 12 and other salary insurance coverage after the date the pregnancy ends if the employee cannot return to work for medical reasons.

- (c) If an employee on pregnancy leave wishes to take less than seventeen (17) weeks' pregnancy leave, the employee shall give written notice to the employer of her intention to return to work at least four (4) weeks prior to her expected date of return.

### **13.06 POST-NATAL LEAVE**

On the occasion of the birth of a child, the child's parent who is not taking pregnancy leave shall be entitled to leave with full salary and benefits, and without loss of seniority, of up to five (5) days, to be taken at the discretion of the employee within four (4) weeks of the birth. An employee taking such leave shall give the employer as much advance written notice as possible.

### **13.07 PARENTAL LEAVE**

- (a) An employee who has been employed with the employer for at least thirteen (13) weeks, who becomes a parent for one (1) or more children through the birth of the child or children, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) An employee who becomes a parent for one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the province, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (c) Where an employee takes pregnancy leave pursuant to Article 13.01 and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and with the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (d) Where an employee did not take pregnancy leave pursuant to Article 13.01, parental leave begins on such date as determined by the employee coinciding with or after the birth of the child or children first arriving in the employee's home and ends no later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.

### **13.08 DEFERRAL OF PARENTAL LEAVE**

When a parental leave has begun and the child is hospitalized for at least one (1) week, the employee is entitled to resume work and to defer the unused portion of the parental leave until the child is discharged from hospital. An employee is entitled to only one (1) interruption or deferral of a parental leave. An employee who intends to use a deferral shall give the employer, in writing, as much notice as possible of the dates of resumption of employment and parental leave.

### **13.09 PARENTAL LEAVE WITH SUPPLEMENTAL BENEFITS**

- (a) In accordance with the requirements set out in this Article, a permanent employee who is eligible for parental leave under Article 13.07 and who is the non-birth parent or who has adopted a child(ren) five (5) years of age or younger will receive supplemental benefits as follows:
  - (1) A permanent employee with more than one (1) year of service but less than three (3) years of service at the University will be maintained at eighty per cent (80%) of her/his regular salary for a period not to exceed ten (10) weeks.
  - (2) A permanent employee with three (3) years of service or more at the University will be maintained at ninety-five per cent (95%) of her/his regular salary for a period not to exceed ten (10) weeks.
- (b) To receive the supplementary employment benefit defined in Article 13.09(a), the employee shall supply the employer with proof of application to the Employment Insurance for EI Parental Leave Benefits.
- (c) If the permanent employee who is eligible for supplemental parental leave benefits under Article 13.09(a) is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental leave, the employer will maintain the employee at an appropriate percent of her/his regular salary for the period of the leave.

### **13.10 NOTICE OF PARENTAL LEAVE**

- (a) An employee shall give written notice to the employer of her/his intention to take a parental leave at least four (4) weeks prior to the commencement of such leave. Where an employee qualifies for such leave as a result of an adoption and where the child comes into the custody, care and control earlier than expected, the employee shall give reasonable written notice.

- (b) If an employee on parental leave wishes to take less than thirty-five (35) weeks of parental leave, the employee shall give written notice to the employer of her/his intention to return to work at least four (4) weeks prior to the expected date of return.

### **13.11 GENERAL CONSIDERATIONS**

- (a) Provisions of the pregnancy leave and/or parental leave for an employee shall be in accordance with the Nova Scotia Labour Standards Code, RSNS 1989, c. 246, ss. 59 to 60, and as further amended, unless increased leave or benefits are provided by this Collective Agreement.
- (b) All insurance coverage and benefits shall be maintained during the pregnancy and/or parental leave periods. The employee, on a prepaid basis, and the Employer shall pay their respective premiums to all insurance, benefit and pension plans on the basis of the employee's regular salary throughout the leave period.
- (c) Upon return to work from a pregnancy and/or parental leave, the employee shall resume her/his former position, with no loss of salary level, benefits, or in seniority, or vacation entitlements. The period of an employee's leave shall be included in the calculation of length of service for seniority purposes.
- (d) Notwithstanding Articles 16.01 and 16.02, an employee who commences pregnancy and/or parental leave during her/his probationary period or period of assessment shall be required following resumption of her/his duties to complete the probationary period or period of assessment before being eligible for confirmation.
- (e) If an employee resigns from the University or fails to return to work at the conclusion of pregnancy and/or parental leave and no extensions have been authorized, her/his employment shall be terminated effective the first day of actual absence.

### **13.12 TEMPORARY EMPLOYEES**

This Article 13 does not apply to temporary employees.

## **ARTICLE 14 - OTHER LEAVES OF ABSENCE**

### **14.01 BEREAVEMENT LEAVE**

- (a) In the event of a death in the immediate family, an employee shall be entitled to



bereavement leave with pay for a period of up to five (5) consecutive working days. Immediate family is defined as father, mother, (or legal guardian), brother, sister, spouse, child of the employee, child of the spouse, or grandchild.

- (b) In the event of the death of a mother-in-law or father-in-law, the employee shall be entitled to three (3) consecutive working days with pay.
- (c) In the event of the death of a grandparent, sister-in-law or brother-in-law, the employee shall be entitled to two (2) consecutive working days with pay.
- (d) In the event of the death of an aunt, uncle, nephew, niece, daughter-in-law, or son-in-law, the employee shall be entitled to one (1) working day with pay.
- (e) In addition to the above, an employee may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- (f) Where operationally possible, an employee will be given time off with pay to attend the funeral of a current co-worker within Facilities Management.
- (g) In cases where extraordinary circumstances prevail, the University may grant special leave for bereavement in addition to the above as it determines necessary. This entitlement is subject to the proviso that proper notification is made by the Employee to the Senior Director, Human Resources.

#### **14.02 COMPASSIONATE CARE LEAVE**

An Employee is entitled to unpaid compassionate care leave in accordance with the Labour Standards Code of Nova Scotia.

#### **14.03 JURY DUTY OR WITNESS**

- (a) An employee, other than an employee on a leave of absence without pay or who is under suspension, shall be given a leave of absence with pay where she/he is required:
  - (1) to serve on a jury, or
  - (2) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court or tribunal.
- (b) Employees called for jury selection or duty and released from court proceedings may be required to return to work.

- (c) An employee shall advise her/his Department Head upon being served a subpoena or summons to act as a witness or juror. An employee may be required to present such subpoena or summons.

#### **14.04 SPECIAL LEAVE**

- (a) An employee may receive time off with pay to be used for the following:
  - (1) to deal with an emergency for a member of her/his immediate family or to deal with an unanticipated lack of childcare for her/his child(ren);
  - (2) moving or a household emergency including, but not limited to, fire, flood or other similar circumstance;
  - (3) such other reasons as the employer, in its discretion, may determine to be appropriate.
- (c) Special leave will not be unreasonably denied.

#### **14.05 LEAVE WITHOUT PAY**

- (a) An employee may be granted leave of absence without pay for good and sufficient cause, subject to operational requirements. Such requests shall be in writing to the Department Head with a copy to Human Resources with as much notice as circumstances allow. The requests shall outline all relevant details of the purpose of the leave.
- (b) The Senior Director of Human Resources will respond to the request in writing, with a copy to the Union after consultation with the Department Head
- (c) The duration of any unpaid leave of absence shall not normally exceed twelve (12) months.
- (d) An employee shall be considered to have submitted their resignation on the date on which the leave commenced if the employee does not return to work at the end of the leave, unless the employee requests an extension and it is approved by the Senior Director, Human Resources, or unless the employee is prevented from returning to work by forces beyond their control.
- (e) Upon return to work, the University will reinstate the employee in their previous position. If that position no longer exists, the provisions of Articles 7.03 through to 7.06 will apply.

- (f) An employee will not accumulate seniority while on unpaid leave of absence for the purpose of Article 4 [Seniority] and Article 11 [Vacations]. However, such unpaid leave shall not constitute a break in continuity of service.
- (g) An employee granted a leave of absence without pay who elects to continue her/his benefits during the leave must make arrangements to prepay her/his premiums monthly as applicable.

#### **14.06 CITIZENSHIP LEAVE**

Upon ten (10) working days prior notice to the Employer, an employee, who would otherwise have been at work, shall be granted up to eight (8) hours leave of absence with pay to attend swearing-in ceremonies at Citizenship Court for the purpose of the employee becoming a Canadian citizen.

### **ARTICLE 15 - GENERAL CONDITIONS**

#### **15.01 NO DISCRIMINATION**

The University and the Union agree that there shall be no discrimination or intimidation against any employee because of race, colour, sex, sexual orientation, ethnic, national or aboriginal origin, religion, creed, family status, marital status, physical or mental disability (except in those cases where the disability precludes the performance of employment duties), an irrational fear of contracting an illness or disease, age, source of income, political belief, affiliation or activity, or membership or activity in the Union.

#### **15.02 NO SEXUAL HARASSMENT OR HARASSMENT**

- (a) The University does not condone sexual harassment or harassment and it actively seeks to prevent sexual harassment or harassment of all members of the University community, including employees.
- (b) It is the responsibility of all members of the University community to contribute to a safe environment free from sexual harassment or harassment.
- (c) Where an allegation of harassment is made, it shall be addressed in accordance with the University's policy on the Prevention and Resolution of Harassment and Discrimination, as amended from time to time.

### **15.03 JOB DESCRIPTIONS**

During the term of this Agreement, the University agrees to provide employees with a copy of their job description and work duties. Job descriptions may only be changed after consultation with the Union.

### **15.04 NOTICE OF RESIGNATION OR RETIREMENT**

If an Employee desires to terminate employment, she/he shall submit notice of resignation/retirement in writing to her/his immediate supervisor with a copy to Human Resources not less than fourteen (14) calendar days prior to the effective date of termination. The Employer may accept a shorter period of notice. If an Employee provides less than fourteen (14) calendar days' notice without the agreement of the Employer or leaves during the notice period, the Employee's salary shall cease from the date she/he last performed duties at the University.

### **15.05 EMPLOYEE FILE**

- (a) An employee will, with a minimum of forty-eight (48) hours' notice, have the right during normal business hours, to have access to her/his official file. Such access will be in the presence of the Senior Director, Human Resources, or her/his designate.
- (b) Upon written request, an employee will be provided with a copy of any document in her/his file.
- (c) Copies of any discipline and/or performance related documents placed in an employee's official file will be supplied concurrently to the employee.
- (d) There shall be only one (1) recognized employee official file and that file will be maintained in confidence by Human Resources.

### **15.06 PERFORMANCE APPRAISALS**

If the employer implements a performance appraisal system, reasonable standards of evaluation will be used and an employee may provide written comments on his/her performance appraisal and such comments will be kept on file with the performance appraisal.

### **15.07 TOOLS FOR MAINTENANCE EMPLOYEES**

- (a) Upon hiring, Maintenance employees shall provide their own set of hand tools and a detailed inventory of same for the purposes of replacement. Such tools must be in good repair at time of hiring.

- (b) The University shall supply special and/or uncommon tools required in the performance of assigned duties.
- (e) University tools and equipment shall be the responsibility of the University providing that proper operation and security is implemented and maintained by the appropriate employee.

## **ARTICLE 16 - PROBATION PERIOD & PERIOD OF ASSESSMENT**

### **16.01 PROBATION PERIOD**

- (a) All employees appointed to full-time or part-time positions within the bargaining unit shall be probationary for a period of nine (9) months from the date of appointment.
- (b) If a temporary employee becomes a permanent employee in accordance with Article 6 [Posting] and provided employment has been continuous in the classification, time spent as a temporary employee shall count towards the probationary period set out in Article 16.01.
- (c) Extensions to an employee's original probationary period may be implemented through mutual agreement between the University and the Union. Such extensions shall be of one (1) month duration, to a maximum of three (3) extensions. An employee whose probationary period has been so extended will be given reasons in writing with a copy to the Union.
- (d) The University may terminate a probationary Employee at any time. The University will provide probationary employees with periodic assessments of their performance. The University shall inform employees in writing of the successful completion of their probationary period.
- (e) An employee who is appointed to a new classification during the probationary period must serve the probationary period for the new classification as set out in Articles 16.01(a), (b) and (c).

### **16.02 PERIOD OF ASSESSMENT**

- (a) A successful applicant for promotion or transfer through job posting shall undergo a period of assessment of four (4) months, during which time she/he shall receive the salary of the new position.
- (b) Should a promoted or transferred employee not successfully complete her/his period of assessment, or through mutual agreement prior to the end of the

assessment period, the employee shall return to her/his former position without loss of seniority and at her/his former salary.

## **ARTICLE 17 - DISCIPLINE**

### **17.01 MEETINGS WITH EMPLOYEES**

- (a) Where an employee is required to attend a meeting with the Employer involving discipline or a formal investigation into conduct which may lead to discipline, the employee is entitled to have a Union Steward or a member of the Union Local present unless the employee waives such representation in writing. The University will provide a minimum of forty-eight (48) hours' notice to the employee of the time, date and place of the meeting, with a copy to the Union office.
- (b) If an employee waives the right to representation in accordance with Article 17.01(a), the University will, within twenty-four (24) hours, provide a copy of the waiver to the Union office.

### **17.02 DISCIPLINE**

- (a) The parties of this Agreement recognize a requirement to maintain confidentiality in dealing with matters related to discipline involving members of the Union.
- (b) No employee shall be disciplined except for just cause.
- (c) Where the University disciplines an employee in a manner indicating that suspension or dismissal may follow any further infractions or may follow if such employee fails to bring their work up to a required standard by a given date, the University shall, within fourteen (14) calendar days thereafter, give written particulars of such discipline to the employee involved, with a copy to the Union.

### **17.03 RECEIPT OF DOCUMENTS**

No employee shall be required to sign any disciplinary letter or document she/he deems unfavourable to her/his employment, except to indicate her/his knowledge of such a statement and receipt of a duplicate copy.

## **ARTICLE 18 - EDUCATION AND TUITION WAIVER**

### **18.01 MUTUAL BENEFIT OF TRAINING**

- (a) Both parties recognize the mutual benefit of ongoing training and development for the employee and the University. Employees are, therefore, encouraged to

maintain, upgrade and develop skills and knowledge that will enhance their current and future job performance.

- (b) The University shall provide training as required for an employee to operate equipment, software or administrative systems or procedures, the purchase or introduction of which has been duly authorized for their position.

### **18.02 TIME OFF FOR EDUCATION**

- (a) Where an employee is requested to attend courses, conferences, meetings or seminars, time off with pay shall be granted. The University shall pay course tuition and all reasonable expenses for travel, meals, and accommodations as per the University policy.
- (b) An employee may request time off with pay and reasonable expenses to attend seminars and courses which are directly relevant to the skills required for the employee's position. Such requests must be submitted in advance to the Department Head.
- (c) Training required and approved by the University shall normally take place during the employee's workday. Where courses are given, either on or off campus, the duration of the instruction shall be considered as time worked. Hours of instruction that exceed the work week of forty (40) hours or that take place on a day of rest shall be considered overtime and paid in accordance with Article 9.

### **18.03 TUITION WAIVER**

- (a) All full-time employees shall be entitled to sixty (60%) reduction in tuition for credit and non-credit courses taken at the University. Where such courses are authorized as job related, tuition will be waived at one hundred percent (100%).
- (b) A fifty percent (50%) reduction in tuition costs for credit courses taken at the University by an employee's spouse or dependent children will apply. (c)
- (c) In relation to credit courses, this Article 18.03 will not apply to Doctoral Programs, the Executive Master of Business Administration Program, or full cost recovery programs.
- (d) If a full-time employee dies while employed by the University, or while in receipt of LTD benefits, and with no less than five (5) years of service, their dependent children shall be entitled to a 100% waiver of tuition costs for degree credit courses undertaken at Saint Mary's University, until the completion of a degree.

- (e) Following the signing of this agreement, a permanent employee with at least five (5) years of continuous service who:
  - (a) loses employment status pursuant to Article 4.02(3); and
  - (b) is in receipt of long-term disability (LTD) benefits or qualifies for LTD benefits

shall be entitled to a fifty per cent (50%) waiver of tuition costs for her/his dependent children for degree credit courses undertaken at the University until the completion of a first undergraduate degree.

#### **18.04 TRAINING FOR TEMPORARY WORKERS**

Articles 18.01 and 18.02 apply to temporary employees. Article 18.03 does not apply to temporary employees.

### **ARTICLE 19 - SAFETY**

#### **19.01 RESPONSIBILITY FOR SAFETY**

- (a) The Employer and the Union recognize the benefits derived from safe working conditions and practices. The parties agree that they shall co-operate to promote and follow safe working conditions and practices in promoting the health and safety of employees at the University and in effecting compliance with the Nova Scotia Occupational Health and Safety Act and its regulations.
- (b) Employees will immediately report any unsafe working conditions to their supervisor.

#### **19.02 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- (a) The Union is entitled to a minimum of one (1) representative on the Operation Department's Occupational Health and Safety Committee. The Union may appoint an alternate to act in the absence of its representative. The Union's representative and alternate will suffer no loss of pay or benefits for any time spent during their regular working hours on Occupational Health and Safety Committee matters.

#### **19.03 RIGHT OF REFUSAL**

An employee's right to refuse work is as set out in the Nova Scotia Occupational Health and Safety Act or any successor legislation.



#### **19.04 BOOTS AND CLOTHING**

- (a) Employees must wear uniforms and safety footwear while at the workplace.
- (b) The University will provide protective clothing and equipment to its employees as required, to carry out the duties of their positions. In addition, the University will provide permanent employees and temporary employees who have been hired for a period of six (6) or more months a footwear and clothing allowance of \$275 (two hundred and seventy-five dollars) per year, inclusive of taxes and embroidery. The footwear and clothing will be obtained from an outlet designated by the Employer. Employees may select shirts and pants from an approved list provided by the University.
- (c) In the event that any clothing or footwear purchased in accordance with Article 19.04 is damaged during the regular course of the employee's regular duties, such that it becomes ineffective for protection or comfort, the University shall replace said items at no cost to the employee.
- (d) Employees may choose to wear short pants so long as they do not create a health and safety issue dangerous to the employee.

### **ARTICLE 20 - LABOUR MANAGEMENT COMMITTEE**

#### **20.01 PURPOSE OF COMMITTEE**

- (a) The parties acknowledge the mutual benefits to be derived from joint consultation and agree to the establishment of a Labour Management Committee for the purpose of facilitating communication on matters of labour relations, promoting a fuller understanding and confidence between management and labour, and maintaining harmonious mutual relations between them.
- (b) The purpose of this Committee shall be to review complaints, suggestions or information placed before it by the University or Union local affecting the welfare of the bargaining unit members. Recommendations from the committee shall be in writing and be made through the chairperson.
- (c) The Labour-Management Committee shall not be a substitute for the process of grievance or arbitration and shall not consider matters concurrently under the grievance or arbitration procedures as defined in this Agreement.

#### **20.02 MAKE UP OF COMMITTEE**

- (a) The Labour-Management Committee shall consist of not more than three (3)

representatives from each of the University and the Union Local. One of the Union representatives may be a Business Agent. A representative of each party shall be designated by each party as joint chairperson of the committee and the two (2) chairpersons shall alternate in chairing the meetings of the committee. The chair shall ensure minutes are taken and distributed to the committee members.

- (b) The committee may invite participation of other employees of the University or people outside the University for purposes of expertise on any matter being considered by the committee.

### **20.03 MEETINGS**

- (a) The University and the Union agree to meet on the initiative of either party by providing a proposed agenda to the Union president or the Senior Director of Human Resources. Upon receipt of the agenda, such meetings shall normally take place within fourteen (14) calendar days.
- (b) Union representatives appointed to sit on the Labour-Management Committee shall be granted time off without loss of pay to attend meetings of the committee.

## **ARTICLE 21 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **21.01 DEFINITIONS AND PROCEDURE**

- (a) A grievance is defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement. A grievance will cite the article(s) giving rise to the dispute and the relief being sought.
- (b) For the purposes of this Article 21, the calculation of time does not include a Saturday, a Sunday, or a holiday as set out in Article 10.
- (c) Grievance correspondence may be sent electronically, by fax, or by regular mail. Correspondence to the Union will be sent to the Union office. Correspondence to the Employer will be sent to the office of the manager involved at the particular step.
- (d) All time limits set forth in this Article 21 are mandatory. They may, however, be extended by mutual consent of the parties in writing. If the grievor fails to process a grievance within the mandatory time limits provided for in the grievance procedure, she/he will be deemed to have abandoned her/his

grievance. Failure by the University to respond to a grievance to meet the time limits shall permit the Union to move it to the next step.

- (e) No steps of the grievance procedure will be abridged unless the parties otherwise agree in writing.
- (f) The parties will bear the entire cost of their nominee to an arbitration board and shall each bear one-half (1/2) the cost of a sole arbitrator or a chairperson to an arbitration board, as the case may be.
- (g) At any stage of the grievance procedure, either party may request a meeting with the appropriate individuals to discuss the grievance, and any time periods will be extended by the period necessary to set up and hold the meeting.

## **21.02 UNION GRIEVANCE**

- (a) Resolution of a grievance by the Union shall be sought in the following manner:

**Informal** The Employer and the Union encourage employees who believe they may have a grievance to discuss the issue informally with their supervisors. An employee may have a union representative present at such discussions.

**Step 1** The Union shall present its grievance in writing to the Senior Director of Facilities Management within twenty (20) days of the date of the event giving rise to the grievance or the date the event could reasonably have been known by the Union or the employee involved. The Senior Director of Facilities Management shall give a decision in writing to the Union within fifteen (15) days of receiving the grievance.

**Step 2** If Step 1 does not resolve the grievance, the Union shall, within ten (10) days, refer the matter to the Vice-President, Finance and Administration, or designate in writing. The Vice-President, Finance and Administration shall give a decision in writing to the Union within ten (10) days of receiving the grievance.

**Step 3** If Step 2 does not resolve the grievance, the Union may, within ten (10) days, refer the matter to arbitration in writing.

- (b) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance may be submitted at Step 2.

### **21.03 EMPLOYER GRIEVANCE**

- Step 1** Where the Employer has a grievance, it shall be submitted in writing to the Union within fifteen (15) days of the date giving rise to the grievance or the date the event could reasonably have been known by the Employer. The Union shall give a decision in writing to the Employer within ten (10) days of receiving the grievance.
- Step 2** If Step 1 does not resolve the grievance, the Employer may, within ten (10) days, refer the matter to arbitration in writing.

### **21.04 APPOINTMENT OF ARBITRATOR**

- (a) When a party refers a matter to arbitration, it shall propose at least one (1) nominee to act as sole arbitrator. The party responding shall, within ten (10) days, agree to one of the nominees proposed or propose at least one (1) nominee to act as sole arbitrator.
- (b) If the parties cannot agree on a sole arbitrator, either of them may request the Minister of Labour for Nova Scotia to appoint an arbitrator.

- (c) Notwithstanding the foregoing provisions of this Article 21.04, either party may choose to have a matter heard by a three-person arbitration board by giving notice to the other party and naming its nominee to the board. The party responding will also name a nominee and the employer nominee and the union nominee shall then select a chairperson. If a party fails to name a nominee or the nominees are unable to agree to a chairperson, either party may request that the Minister of Labour for Nova Scotia appoint the nominee and/or chairperson.

## **21.05 ARBITRATION DECISION**

- (a) A sole arbitrator or arbitration board shall have the power to interpret this Collective Agreement and to make decisions and awards with regard to the matter submitted. Where a grievance concerns dismissal or discharge, the sole arbitrator or arbitration board may confirm the employer's action in dismissing or disciplining an employee, reinstating the employee with full compensation for time lost or order any other arrangement deemed just and equitable in the circumstances.
- (b) A sole arbitrator or arbitration board shall not have the power to alter, amend, modify, render meaningless or make a decision inconsistent with the provisions of this Collective Agreement. Should the parties disagree as to the meaning of the decision, the parties may agree to apply to the arbitrator to clarify the decision.
- (c) The decision of a sole arbitrator or arbitration board shall be final, binding and enforceable on the parties.

## **ARTICLE 22 - TERM OF AGREEMENT**

### **22.01 EFFECTIVE DATES AND IMPLEMENTATION**

This Collective Agreement shall be effective from July 1, 2016, to June 30, 2019, inclusive. Subject to Article 22.02 [Retroactivity], this Collective Agreement shall be implemented from the date of signing this Agreement.

### **22.02 RETROACTIVITY**

This Collective Agreement shall only be retroactive in respect of wages. Any person in the employ of the Employer as of the signing date of this Collective Agreement is entitled to a retroactive payment for all hours paid as a permanent employee on or after July 1, 2016, based on the rates set out in this Collective Agreement. Any permanent employee who was a member of the bargaining unit on July 1, 2016, who at the time of signing this Agreement is no longer in the

employ of the Employer shall be required to contact the Human Resources Department within thirty (30) days of the Collective Agreement being signed to claim her/his retroactive pay.

### **22.03 AMENDMENTS TO AGREEMENT**

This Agreement may be amended at any time during its term provided the parties agree in writing to the amendment(s), at which time such amendments shall become part of this Collective Agreement.

### **22.04 NOTICE TO NEGOTIATE A NEW COLLECTIVE AGREEMENT**

Either party may serve notice to negotiate a new collective agreement by giving notice in writing to the other party no earlier than three (3) months prior to the expiry of the Agreement. The parties will exchange proposals at a mutually agreed time.

**SIGNING**

IN WITNESS WHEREOF each of the hereto has caused this agreement to be signed by its duly authorized representative(s) as of the day and year first above written

**SIGNED, SEALED AND DELIVERED** this 8<sup>th</sup> day of September, 2017, in the presence of:

**SAINT MARY'S UNIVERSITY**

**NOVA SCOTIA GOVERNMENT  
AND GENERAL EMPLOYEES  
UNION, LOCAL 170**

  
President of the University

  
Employee Relations Officer, NSGEU

  
Vice President, Finance and Administration

  
President of NSGEU, Local 170

  
Witness to the signing by  
Saint Mary's University

  
Witness to the signing by NSGEU

## SCHEDULE "A" - WAGES

### A.01 WAGES

The following wage schedules are applicable to all members of this bargaining unit following successful completion of their probationary period:

	<b>General Worker</b>	<b>Maintenance Assistant</b>	<b>Maintenance 1</b>	<b>Security</b>
<b>July 1, 2015</b> Hourly Salary	\$16.45	\$19.57	\$21.73	\$17.12
<b>July 1, 2016</b> Hourly Salary	\$16.74 \$34,819.20	\$19.91 \$41,412.80	\$22.11 \$45,988.80	\$17.93 \$37,294.40
<b>July 1, 2017</b> Hourly Salary	\$17.03 \$35,422.40	\$20.26 \$42,140.80	\$22.50 \$46,800.00	\$18.24 \$37,939.20
<b>July 1, 2018</b> Hourly Salary	\$17.24 \$35,859.20	\$20.51 \$42,660.80	\$22.78 \$47,382.40	\$18.47 \$38,417.60

### A.02 ADJUSTMENTS & PERCENTAGE INCREASES

(a) The wages set out in Article A.01 are intended to reflect wage adjustments as follows:

(1) Effective July 1, 2016, fifty cents (\$0.50) per hour for Security Officers;

And general wage increases for all classifications as follows:

(1) Effective July 1, 2016, an increase of one and three-quarters per cent (1.75%);

(2) Effective July 1, 2017, an increase of one and three-quarters per cent (1.75%);

(3) Effective July 1, 2018, an increase of one and one-quarter per cent (1.25%).

(b) Where a wage adjustment and a general wage increase are to take place on the same date, the wage adjustment shall be made first.



### **A.03 LEAD HANDS**

A "lead hand" is an employee who, under instruction, directs and assigns the work of employees within her/his own classification. A Lead Hand shall be compensated at an additional rate of one dollar (\$1.00) per hour for each full hour worked.

### **A.04 PROBATIONARY EMPLOYEES**

An employee in her/his probationary period will be compensated fifty cents (\$0.50) less per hour than the rate for her/his classification set out in Article A.01.

### **A.05 TEMPORARY EMPLOYEES**

A temporary employee in her/his probationary period will be compensated fifty cents (\$0.50) less per hour than the rate for her/his classification set out in Article A.01.

### **A.06 CASUAL EMPLOYEES**

A casual employee will be compensated fifty cents (\$0.50) less per hour than the rate for her/his classification set out in Article A.01.