



**DALHOUSIE
UNIVERSITY**

COLLECTIVE AGREEMENT

between

DALHOUSIE UNIVERSITY

- and -

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES
UNION**

NSGEU

LOCAL 99

DATED: 23rd day of November 2015

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- and -

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July 1, 2014 TO June 30, 2017

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1 - DEFINITIONS	4
ARTICLE 2 – RECOGNITION OF UNION	5
ARTICLE 3 - UNION SECURITY AND CHECK-OFF	6
ARTICLE 4 - MANAGEMENT RIGHTS.....	7
ARTICLE 5 - RESPONSIBILITY FOR CONTINUANCE OF OPERATION.....	8
ARTICLE 6 - NO DISCRIMINATION.....	8
ARTICLE 7 – TERMS AND CONDITIONS OF EMPLOYMENT	9
ARTICLE 8 - UNION REPRESENTATIVES AND UNION ADVOCATES.....	10
ARTICLE 9 – COMMITTEES.....	10
ARTICLE 10 - PROBATIONARY EMPLOYEE	12
ARTICLE 11 – TERM EMPLOYEE.....	12
ARTICLE 12 - TRADES APPRENTICESHIP PLAN	14
ARTICLE 13 – SENIORITY	15
ARTICLE 14 - JOB POSTING	17
ARTICLE 15 - WORK LOCATION.....	20
ARTICLE 16 - LAY-OFF	20
ARTICLE 17 - HOURS OF WORK.....	21
ARTICLE 18 – WAGES	22
ARTICLE 19 – OVERTIME	23
ARTICLE 20 - SHIFT WORK	25
ARTICLE 21 – CALL BACK AND REPORTING PAY	26
ARTICLE 22 – STAND BY PAY	27
ARTICLE 23 - EMPLOYEE BENEFITS	27
ARTICLE 24 - TUITION WAIVER	28
ARTICLE 25 - PAID HOLIDAYS.....	29
ARTICLE 26 - ANNUAL VACATION.....	30
ARTICLE 27 - SICK LEAVE	34
ARTICLES 28 – RETIREMENT	38
ARTICLE 29 – TERMINATION OF EMPLOYMENT	38
ARTICLE 30 - LEAVES OF ABSENCE.....	39
ARTICLE 31 - HEALTH AND SAFETY	43
ARTICLE 32 – DISCIPLINE, DISCHARGE AND EMPLOYEE FILE.....	44

ARTICLE 33 – GRIEVANCES	46
ARTICLE 34 – ARBITRATION	49
ARTICLE 35 – GENERAL	50
ARTICLE 36 - TERM OF AGREEMENT	52
Schedule "A"	54
APPENDIX "A"	56
SHIFT ARRANGEMENTS	56
APPENDIX "B"	59
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN	59
MEMORANDUM OF UNDERSTANDING	64
Re: Service Awards/Former TUNS Employees.....	64
Re: Former TUNS Employees - Vacation	65
MEMORANDUM OF UNDERSTANDING	66
Re: Work Assignment.....	66
MEMORANDUM OF AGREEMENT	67
RE: Pension Plan	67
Index of MOU Local 92 (99).....	69
MEMORANDUM OF AGREEMENT "MOA"	70
RE: Merger of former Nova Scotia Agricultural College (NSAC) with Dalhousie University pursuant to the <i>Dalhousie University – Nova Scotia Agricultural College merger Act</i>	70
MEMORANDUM OF AGREEMENT "MOA"	82
RE: Grandparented Relief Employees	82

PREAMBLE

The parties to this Agreement seek to foster, promote, and maintain cooperative and harmonious relations between the Employer, the Union and the affected Employees and to achieve the efficient operation of Facilities Management in its provision of services to the University community. The purpose of this Agreement is to set forth rates of pay, hours of work and working conditions, and to provide an orderly procedure for the equitable settlement of differences which may arise between the parties.

ARTICLE 1 - DEFINITIONS

- (1) "Bargaining Unit" means all Employees in the Classifications listed in Schedule "A" and any new Classifications added during the term of this Agreement.
- (2) "Casual" means an employee hired on a day-to-day basis as and when required, or to address emergency situations or unexpected work assignments resulting either from inclement weather, fire and flood or from other uncontrollable or irregular events.
- (3) "Classification" means a position listed in "Schedule A".
- (4) "Department" means the Department of Facilities Management.
- (5) "Employee" means a person employed by the University in the Bargaining Unit.
- (6) "employee" means an employee of the University.
- (7) "Employer" or "University" means Dalhousie University, Halifax.
- (8) "Probationary Employee" means an Employee hired to fill a regular full-time or a regular part-time position who has not yet completed the probationary period in accordance with Article 10.1.
- (9) "Regular Employee" means a Regular Full-time Employee or a Regular Part-time Employee who has completed her/his probationary period.
- (10) "Regular Full-time Employee" means an Employee who has completed her/his probationary period, occupies an ongoing position in the Bargaining Unit and works the scheduled hours of work for her/his Classification.
- (11) "Regular Part-time Employee" means an Employee who has completed her/his probationary period, occupies a regular position in the Bargaining Unit and works a portion of the scheduled hours of work for her/his Classification. Regular Part-time Employees are entitled to benefits and leaves set out in this Collective Agreement on a pro-rated basis, except where otherwise specified.

- (12) "Shift" means the normal consecutive working hours scheduled for each Employee which occur in any twenty-four (24) hour period.
- (13) "Shift Schedule" means a written statement setting forth the days and daily working period Employees are required to work.
- (14) "Spouse" means a person who is in a marriage or other formal union recognized by law with an Employee or who has cohabited with an Employee in a conjugal relationship for at least twelve (12) continuous months as the Employee's spouse.
- (15) "Student" means a person enrolled in a course of study at any secondary or post-secondary education institution, and hired on a full-time or part-time basis during their summer or Christmas vacation period to work in facilities or programs operated by Student Services (including Student Community Services and Athletics and Recreational Services).
- (16) "Term" when used with reference to "Employee" shall mean an Employee hired on a full-time or part-time basis for project work, or other work for a temporary period of time whether specified or not. Term Employees who are employed on a part-time basis are entitled to applicable benefits and leaves, as outlined in Article 11, set out in this Collective Agreement on a pro-rated basis, except where otherwise specified.
- (17) "Union" means the Nova Scotia Government and General Employees Union and its successors and is otherwise referred to as "NSGEU" and "NSGEU Local 99".
- (18) "Union Advocate" means an Employee in the Bargaining Unit appointed by the Union to assist members in matters arising under this Collective Agreement.
- (19) "Unit" means a unit or service as defined by the Employer.
- (20) "Working Day" means Monday to Friday and excludes holidays.

ARTICLE 2 – RECOGNITION OF UNION

2.1 *RECOGNITION OF UNION*

- (a) The Employer recognizes the Union as the sole bargaining agent for Employees who are members of the Operational Support Bargaining Unit, as set out in Labour Board (NS) Order No. LB-0171, which was effective November 25, 2011.
- (b) The Bargaining Unit includes the classifications set out in Schedule "A" and the following employment categories, which are defined in Article 1:

- (1) Regular Full-time Employee;
- (2) Regular Part-time Employee;
- (3) Term Employee;
- (4) Probationary Employee

Employees shall be notified in writing which employment category or categories apply to them when first employed and when any change occurs.

- (c) The following employment categories are excluded from the Bargaining Unit:
- 1) Casual employees as defined in Article 1(2);
 - 2) Students as defined in Articles 1(15) and 2.2;
 - 3) persons excluded pursuant to Section 2(2) of the Trade Union Act, including those above the rank of General Foreperson;
 - 4) Employees employed as members of other bargaining units, in the Confidential Clerical/Secretarial Group and in the Dalhousie Professional and Managerial Group.

2.2 *STUDENTS EXCLUDED FROM BARGAINING UNIT*

Dalhousie University students whose work is funded from student employment funds administered by the Career Services Center or any successor unit or students in positions funded through Student Services and supervised by Facilities Management, including students in Security Services may be hired to perform operational support work as long as they do not displace members of the Bargaining Unit, or carry out the work currently performed by members of the Bargaining Unit. In such cases, these students shall not be members of the Bargaining Unit. This shall also apply to students who are offered work experience at the University as part of their educational program or through externally funded student employment programs.

2.3 *NEW INCLUSIONS*

If a new classification is created which is not referenced in Schedule "A" but which would be included in the Bargaining Unit pursuant to L.B. Order No. LB-0171, the rate of pay for such classification shall be as agreed by the parties, but failing such agreement the Employer shall set the rate of pay which shall then be subject to grievance and arbitration.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

3.1 *UNION MEMBERSHIP*

- (a) The Employer agrees that, for as long as this Agreement remains in force, it is a condition of employment for all present Employees in the Bargaining

Unit to be members of the Union and for new Employees entering the Bargaining Unit to become members of the Union as of their date of employment.

- (b) Notwithstanding anything contained in this article, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such Employee to tender the initiation fee and dues uniformly required in order to acquire or maintain membership in the Union.

3.2 *UNION DUES*

- (a) The Union shall inform the Employer in writing 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 prior to the tenth (10th) day of the month following that in which the deductions are made. The remittance will include a list of Employees from whom deductions have been made and the amount deducted. The Employer will record the amount of Union dues deducted, on the T4s issued to Employees.
- (b) The Union agrees to indemnify and save harmless the Employer from any liability arising from the deductions referred to above.

3.3 *EMPLOYEE INFORMATION*

- (a) The Employer shall forward to the Union, by January 31 each year, a list of each Employee's name, residential address, telephone number and classification.
- (b) Employees must keep the University advised of their current full residential address, telephone number and name and shall inform the Employer of any change in the above no later than the effective date of the change.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 *MANAGEMENT RIGHTS*

All of the Employer's inherent rights to manage and operate the University which are not explicitly and specifically abridged by this Agreement are retained by the Employer. These rights include but are not limited to the following:

- (1) to require and maintain efficiency and to make, alter and enforce rules and regulations to be observed by Employees, including those governing the use of materials and equipment as may be deemed necessary in the interests of the safety and well-being of persons using the Employer's premises;
- (2) to hire, discharge, suspend or otherwise discipline subject to the provisions of this Agreement;

- (3) to direct, classify, transfer, schedule, promote, demote, lay-off, specify and assign duties;
- (4) to manage its operations in all respects and without restricting the generality of the foregoing to determine and schedule the services to be rendered, their location, and the work methods, procedures, material and equipment to be used.

These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

4.2 *NO PRIVATE AGREEMENT INCONSISTENT WITH COLLECTIVE AGREEMENT*

No member of the Bargaining Unit will be required or permitted to enter into any agreement with the Employer which is inconsistent with this Agreement.

ARTICLE 5 - RESPONSIBILITY FOR CONTINUANCE OF OPERATION

5.1 *NO STRIKES*

The Union agrees that during the life of this Agreement, there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the normal performance of work and/or the Employer's operations and to this end the Union will act to prevent any Employee covered by this Agreement from going on strike or suspending or slowing down his or her work or picketing, or otherwise interfering with the Employer's operations.

5.2 *NO LOCKOUTS*

The Employer agrees that there shall be no lockout of Employees during the life of this Agreement.

5.3 *UNION ACTIVITY*

Except where permission has been obtained from the Employer, or is otherwise provided for in the Collective Agreement, the Union agrees that neither membership solicitation nor any other form of Union activity shall take place during the hours of work of the Employees concerned.

5.4 *PUNCTUALITY AND REGULAR ATTENDANCE*

The Union and the Employer agree that punctuality and regular attendance at work are important in ensuring continuance of operation.

ARTICLE 6 - NO DISCRIMINATION

6.1 *NO DISCRIMINATION*

It is agreed that there will be no discrimination against any Employee by the Employer, the Union, or their respective officers or other representatives by reason of age (except as provided in Articles 27.14 and 29.1); race; colour; creed; religion; sex (unless the specification of a male or female is a bona fide occupational qualification); sexual orientation; physical disability or mental

disability (unless the nature and extent of the disability precludes performance of the particular employment); ethnic, national or aboriginal origin; family status; marital status; political belief, affiliation, or activity; or language (provided knowledge of the English language is sufficient to understand and perform the assigned duties); or any other matter now or hereafter covered by the provisions of the Nova Scotia Human Rights Act and the Canadian Charter of Rights and Freedoms.

6.2 *REPRESENTATION DURING COMPLAINTS OF DISCRIMINATION OR HARASSMENT*

An Employee taking action or responding to a complaint of discrimination or harassment under this Collective Agreement or an Employer policy is, at her/his option, entitled to Union representation, including during any meetings held with the Employer.

ARTICLE 7 – TERMS AND CONDITIONS OF EMPLOYMENT

7.1 *PROVISION OF COLLECTIVE AGREEMENT*

As soon as reasonably possible after the signing of this Agreement the Employer shall provide the Union with sufficient copies of the Agreement for distribution to the Bargaining Unit membership.

7.2 *PRINTING OF COLLECTIVE AGREEMENT*

The cost of printing this Agreement in sufficient numbers to meet the reasonable requirements of each party shall be shared equally by the Employer and Union.

7.3 *ACQUAINTANCE OF NEW EMPLOYEES*

The Employer shall acquaint all new Regular Employees with the Agreement and a Union Advocate will be present, if available, for up to thirty (30) minutes during normal working hours and without loss of remuneration, to familiarize Employees with the Union. New Term Employees shall be supplied with a copy of the Collective Agreement and an outline of the information provided in the above noted sessions, including a current list of Union Advocates, which is applicable to Term Employees.

7.4 *APPOINTMENT LETTERS*

The Employer shall provide a copy of the letter of appointment of all newly hired Employees (Regular Full-time, Regular Part-time and Term) in the Bargaining Unit to the Union within twenty (20) Working Days of the Employee's hiring. If not included in the letter, the Employer will also provide the Employee's residential address and telephone number to the Union after it has been provided to the Employer.

ARTICLE 8 - UNION REPRESENTATIVES AND UNION ADVOCATES

8.1 *UNION BUSINESS AGENTS*

The Business Agents of the Union shall have access to the University premises to discuss Union business with the Employer and/or Employees, but in no case shall her/his visit interfere with the progress of the work and shall be only with prior notification to the Employer unless this requirement is expressly waived by the Employer.

8.2 *UNION ADVOCATES*

(a) The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as Advocates. The Union will attempt to have representation throughout the units and at least one (1) Advocate appointed on evening shift.

(b) It is agreed that the Advocate's duties shall in no way conflict with her/his duties to the Employer; however, it is agreed that an Advocate shall, after consultation with her/his supervisor, be permitted during regular working hours and without loss of regular pay, to leave her/his duties for a reasonable length of time and at a time which is operationally feasible, to investigate and, if possible, settle any grievance which has arisen in her/his area. When resuming her/his duties, the Advocate shall report to the designated supervisor.

8.3 *UNION AND EMPLOYER REPRESENTATIVES*

The Union agrees to provide in writing to the Employer the names of the current Business Representative and the Union Advocates and the Employer will give the Union in writing the names of the appropriate management personnel with whom the Business Representative and/or Union Advocates should have official dealings.

ARTICLE 9 – COMMITTEES

9.1 *UNION REPRESENTATION ON COMMITTEES*

(a) Any Employee selected to represent the membership on the Negotiating Committee, Labour Management Committee, Employee Benefits Committee, Employment Equity Council, Pension Advisory Committee, Environmental Health and Safety Committee and/or Transportation and Security Committee shall suffer no loss of remuneration while attending committee meetings during her/his regular hours.

(b) The parties recognize the desirability of achieving Employee representation from various units on joint committees.

9.2 *LABOUR MANAGEMENT COMMITTEE*

A Labour Management Committee shall be established consisting of not more

than six (6) representatives from both the Employer and Union, to meet at least quarterly, and on such other occasions by mutual agreement. A quorum for any meeting shall require three (3) representatives of each party. The purpose of this Committee shall be to facilitate communication on matters of labour relations. The Committee shall not be a substitute for the process of grievance or arbitration and shall not consider matters which are or might be considered under the grievance or arbitration procedures in this Agreement.

9.3 *EMPLOYEE BENEFITS COMMITTEE*

One (1) representative from the Union is entitled to sit with voice and vote on the Employee Benefits Committee. An alternate may also be appointed by the Union, and shall be permitted to attend all meetings that the regular member is unable to attend.

9.4 *PENSION ADVISORY COMMITTEE*

One (1) representative from the Union is entitled to sit with voice and vote on the Pension Advisory Committee (PAC). An alternate may also be appointed by the Union. The alternate will attend in the place of the regular member when the regular member is unable to attend. The University agrees to continue the current practice, during the term of this Agreement, to allow the alternate to attend meetings in addition to the regular member as an observer, subject to operational requirements and with the agreement of PAC.

9.5 *TRANSPORTATION AND SECURITY COMMITTEE*

One (1) representative from the Union is entitled to sit with voice and vote on the Transportation and Security Committee, and an alternate may also be appointed by the Union and shall be permitted to attend all meetings that the regular member is unable to attend.

9.6 *UNIVERSITY ENVIRONMENTAL HEALTH AND SAFETY COMMITTEE*

Three (3) representatives from the Union (with no more than one (1) representative from each unit) are entitled to sit with voice and vote on the Environmental Health and Safety Committee.

9.7 *NEGOTIATING COMMITTEE*

The Employer agrees to recognise a Negotiating Committee, appointed by the Union, to represent Employees in negotiations for the renewal of this Collective Agreement. The Committee shall consist of not more than five (5) Employees in the Bargaining Unit, and they shall not suffer any loss of regular pay while attending any bargaining sessions conducted during their normal working hours.

9.8 *PROVISION OF INFORMATION*

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the Bargaining Unit, job classifications, and/or wage rates. Financial and actuarial information pertaining to pension and insured benefits plans will be made available to the Employee

Benefits Committee or the Pension Advisory Committee, or the Union upon request.

ARTICLE 10 - PROBATIONARY EMPLOYEE

10.1 *PROBATIONARY PERIOD*

All Regular Employees shall serve a probationary period upon initial appointment to a regular position of one thousand and forty (1,040) regular hours worked to a maximum of one (1) year. The probationary period may be extended, provided the parties mutually agree in writing.

10.2 *SENIORITY FOR PROBATIONARY EMPLOYEES*

After successfully completing the probationary period, the Employee shall receive credit for seniority purposes from the original date of hire.

10.3 *ASSESSMENT OF PROBATIONARY EMPLOYEE*

When a Probationary Employee has been employed for four (4) months, her/his work performance will be discussed by the Supervisor and the Employee and a written assessment will be provided to the Employee, but this shall not preclude appraisal of performance at other times should the Employer require it. The Employee will have the right to respond in writing to the assessment and such response will be placed on her/his file with the supervisor's assessment. The Employee may request the attendance of a Union Advocate at this and/or subsequent probationary appraisal meetings, if any.

10.4 *TERMINATION OF A PROBATIONARY EMPLOYEE*

- (a) The Employer may terminate a Probationary Employee at any time, and will provide a letter of termination.
- (b) Upon request, a Probationary Employee who has been terminated will be provided with feedback as to why s/he was not successful.

ARTICLE 11 – TERM EMPLOYEE

11.1 This Collective Agreement shall apply, as appropriate, to Term Employees with the exception of the following articles and subject to Articles 11.2-11.6.

8.2 Union Advocates, unless the Term Employee has at least one year of continuous service

9 Committees, with the exception of the Labour Management Committee if the Employee has at least one year of continuous service

10 Probationary Employee

12 Trades Apprenticeship Plan

- 16 Lay-off
 - 17.5 Scheduled Days Off Without Loss of Pay
 - 19.3 Time Off in Lieu
 - 23 Employee Benefits
 - 24 Tuition Waiver
 - 27.9 Return to Work Following Illness or Injury
 - 27.10 Work Related Injury
 - 30 Leaves of Absence
 - 32 Discipline, Discharge, and Employee File
- 11.2 *HOLIDAYS FOR TERM EMPLOYEES*
 Term Employees who work full-time hours will receive holiday pay as outlined in Article 25.1 provided the Term Employee has received, or is entitled to receive, wages for at least fifteen (15) days during the thirty (30) calendar days preceding the holiday and s/he has worked her/his scheduled working day immediately preceding and immediately following the holiday.
- 11.3 *VACATION FOR TERM EMPLOYEES*
 All Term Employees shall receive four per cent (4%) of their straight-time earnings as vacation pay or pay in lieu of vacation.
- 11.4 *LEAVES OF ABSENCE FOR TERM EMPLOYEES*
 Term Employees are not entitled to the leaves of absence with pay as specified in Article 30, but may, at the discretion of the Employer, be granted leaves of absence with or without pay for emergencies or special circumstances.
- 11.5 *TERM EMPLOYEES BECOMING REGULAR EMPLOYEES*
- a) Upon completion of three-thousand, seven hundred and sixty (3,760) regular hours worked (excluding overtime) in a given classification, as a Term Employee, in any twenty-four (24) consecutive months, regardless of any interruption in service, Term Employees shall be offered a Regular position. The twenty-four (24) month period will be extended by any period that the Term Employee is off for longer than twenty (20) consecutive working days due to an approved workplace injury or pregnancy leave.
 - b) Upon appointment to a regular position, former Term Employees shall,

subject to the terms and conditions of the plans, be immediately eligible for enrollment in the applicable insured benefits program and the Dalhousie University Staff Pension Plan. They shall begin to accrue, without loss of any entitlement already to their credit, sick leave credits and vacation credits as Regular Employees.

- c) No Employee shall be laid off for the sole purpose of avoiding the application of Article 11.5.

11.6 *LAY-OFF OF TERM EMPLOYEES*

- a) In the event of a lay-off in a classification, Term Employees shall be laid off before any Regular Full-time or Regular Part-time Employees in that classification.
- b) Term Employees who have worked less than one thousand and forty (1,040) regular hours shall be entitled to two (2) working days notice of lay-off. Term Employees who have worked one thousand and forty (1,040) regular hours or more will be entitled to five (5) working days notice of lay-off.

ARTICLE 12 - TRADES APPRENTICESHIP PLAN

12.1 The University will maintain an apprenticeship plan, in conjunction with the Department of Education, having the following provisions:

- (a) Admission of an Employee to the Apprenticeship Plan will be subject to the University's needs with respect to the particular trade, to available resources and the Employer's determination of the candidate's suitability.
- (b) Except by mutual agreement, the ratio of apprentices to tradespersons in each job classification shall not be greater than one (1) apprentice for the first tradesperson and one (1) additional apprentice for each additional three (3) tradespersons. Subject to 12.1(a), the criteria outlined in 14.2(b) shall be applied when more than one applicant is being considered for apprenticeship.
- (c) An Apprentice attending school under the terms of her/his indentureship shall maintain her/his status as an apprentice during this period, and upon completion of her/his period at school shall be re-instated in the position s/he held prior to commencing school.
- (d) Apprentices shall receive a progressive rate of pay equal to the percentages of the applicable journeyperson's rate in Schedule "A", such percentages to be as specified by the regulations pursuant to the Apprenticeship and Trades Qualifications Act, provided that no Employee

shall suffer a decrease in her/his hourly rate because s/he undertakes an apprenticeship.

- (e) No Employee shall be laid off by reason of inability to qualify for apprenticeship training. If at a later date s/he becomes able to qualify for apprenticeship training, s/he shall have the opportunity to become indentured subject to 12.1(a).
- (f) On providing evidence to the Employer that s/he has satisfied all the requirements of the Apprenticeship and Trades Qualifications Act to become a fully qualified tradesperson, an Employee who has served her/his apprenticeship while in the employ of the University shall receive a rate of pay equal to 100% of the applicable journeyman rate for that classification specified in Schedule "A".
- (g) An Employee who enters the apprenticeship program shall be allowed one (1) calendar month from the date of her/his final qualification to obtain regular employment with the University as a tradesperson. If unsuccessful, s/he shall return to the classification s/he was assigned to when s/he entered the apprenticeship program and any resulting lay-off shall be in accordance with Article 16 of the Collective Agreement. If an apprentice is hired from outside the University, s/he shall be allowed one (1) month from the date of her/his final qualification to obtain regular employment with the University as a tradesperson, and if unsuccessful, her/his employment shall be terminated by the Employer, and s/he shall not have recourse to the grievance procedure.
- (h) A listing of apprenticeship programs for which the University is willing to consider candidates will be displayed on the University bulletin boards referred to in 35.6, and this will include the specification of any minimum qualifications necessary for such programs.

12.2 TRADES CERTIFICATION BLOCK TRAINING

Where the Employer identifies an operational need for additional certification, the Employer will provide a supplementary payment to EI earnings up to 75% of the Employee's regular rate of pay during such trades training.

ARTICLE 13 – SENIORITY

13.1 *ACCRUAL OF SENIORITY*

- (a) Seniority shall mean the length of continuous compensated service in the Bargaining Unit since date of last hiring by the University and effective on the date an Employee becomes a Regular Employee. No additional seniority will accrue while an Employee is working overtime.

- (b) Term Employees shall not be entitled to accumulate seniority. However, if there is no break in service between being a Term Employee and becoming a Regular Employee, the Employee will, as of the date s/he becomes a Regular Employee, be credited with seniority back to her/his most recent date of hiring as a Term Employee. A break in service of fourteen (14) days or less that includes Christmas Day shall not be constitute a break in service for the purpose of this Article.

13.2 *SENIORITY DURING LEAVE OF ABSENCE*

- (a) An Employee on an approved paid leave of absence or on pregnancy leave shall retain any seniority accrued prior to going on leave and shall, subject to Article 13.1, continue to accumulate seniority.
- (b) With the exception of pregnancy leave, an Employee on an approved unpaid leave of absence shall retain any seniority accrued prior to going on leave but shall not accumulate seniority during the period of the unpaid leave of absence.

13.3 *LOSS OF SENIORITY*

Seniority shall be forfeit and employment terminated if an Employee:

- (1) voluntarily quits or retires from the employ of the Employer;
- (2) is discharged for just cause and is not reinstated;
- (3) absents her/himself from her/his work or overstays a leave of absence for more than seven (7) consecutive calendar days without obtaining prior permission from the Employer; or uses a leave of absence for purposes other than those for which the leave was granted;
- (4) fails to return to work within five (5) working days after recall notice to a position in the same classification and with the same number of hours, is given to her/him personally or by registered mail to her/his last address on file with the Employer;
- (5) is laid off in excess of twelve (12) months;
- (6) because of injury or sickness is off work for a period longer than twelve (12) months plus any extension pursuant to Article 27.9 and subject to the lay-off reference therein.

13.4 *SENIORITY LIST*

- (a) There shall be one (1) seniority list which includes all Employees in the Bargaining Unit.

- (b) A current seniority list will be prepared and posted by the Employer by March 31st each year and shall contain the date of the Employee's hire into a position in the Bargaining Unit and their seniority credit at December 31st. For part-time service the seniority shall be adjusted to reflect the percentage of full-time equivalent compensated service.
- (c) Corrections to the seniority list may be made upon sufficient evidence being presented to the Employer by an affected Employee. Employees are encouraged to come forward as soon as possible regarding alleged errors on the seniority list.

13.5 *TRANSFERRING OUT OF THE BARGAINING UNIT*

- (a) If an Employee is transferred to a position outside of the Bargaining Unit, s/he shall retain her/his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

If the employee returns to the Bargaining Unit within six (6) months, s/he shall be placed in a job consistent with her/his seniority, provided such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

If the employee does not return within six (6) months, seniority is forfeited.

- (b) No Employee shall be transferred to a position outside the Bargaining Unit without her/his consent.

ARTICLE 14 - JOB POSTING

14.1 *POSTING PROCESS*

- (a) When the Employer is required to fill a Regular Full-time or Regular Part-time vacancy or create a new Bargaining Unit position, the Employer shall, within fifteen (15) working days of the decision to fill the position, post the position for a minimum of seven (7) calendar days. A copy of the job posting will be forwarded to the Union office upon posting.
- (b) The Employer may determine that a vacated position will not be filled. However, where there is a delay in the decision to post a vacancy, or a decision is made to withdraw a posting or to not fill the vacancy, the Employer will, upon request, provide reasons.
- (c) In the event that newly defined positions are created within the Bargaining Unit, or that job descriptions for present positions are substantially changed, the Union shall be notified prior to such positions

being posted. It is agreed that the matter will be discussed if the Union so requests.

14.2 *POSITION APPOINTMENTS*

- (a) The Employer will only consider applications from outside the Bargaining Unit after it has been determined that no Bargaining Unit member will be awarded the position in accordance with this Article 14.
- (b) An applicant must meet any physical and/or fitness requirements necessary to be able to do the job. Posted positions will be awarded on the job performance, skill, ability, relevant experience, knowledge, qualifications, and training of the applicants. Where two or more Regular Employees are equal in the assessment of these factors, seniority will be the determining factor.
- (c) Where no Regular Full-time or Part-time Employee has been appointed to a position, an Employee who has met the requirements of Article 11.5 (a) and has previously declined a Regular position shall also be eligible for consideration and will have her/his service since last date of hire treated as seniority. If there are no successful applicants as a result of the posting process, applicants from among Term Employees will be considered based on their merits as determined by the Employer. If there are no successful applicants from within the Bargaining Unit, the University is free to fill the position(s) from any source.
- (d) Within seven (7) working days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin boards for a minimum of seven (7) working days.

14.3 *TRIAL PERIOD*

Successful applicants to a new classification from within the Bargaining Unit shall be given a trial period of up to thirty (30) regular shifts unless agreed otherwise. If the University determines the applicant is unsatisfactory in the new job classification, or if s/he finds her/himself unable to perform the duties of her/his new job classification, s/he shall return to her/his former job classification and, where applicable, employment category. Where another Employee must be re-assigned to accommodate the return to the former classification, this Employee shall also be reassigned to her/his former job classification and, where applicable, employment category.

14.4 *APPLICANT FEEDBACK*

When an Employee is unsuccessful in an application for a posting, and the Employee requests the reasons therefore in writing, the Employer shall provide a written response.

14.5 *APPLICATION RESTRICTIONS*

An Employee having obtained a posted position, whether accepted or declined, shall not be eligible to apply for another posted position within a twelve (12) consecutive month period unless it represents change in:

- 1) total hours,
- 2) classification,
- 3) shift commencement time of at least five (5) hours, or
- 4) pay rate (excluding premiums)

This provision may be waived in unusual circumstances by agreement of the parties.

14.6 *SUPERVISORY POSITIONS*

Where the Employer has posted or advertised supervisory positions associated with the Bargaining Unit, qualified Employees within the Unit may apply and shall be considered.

14.7 *FOREPERSON*

- (a) The Employer shall maintain a list of Employees who are interested in being assigned to the role of general foreperson and or working foreperson, and shall consider these individuals when assignments are available. Assignments to these temporary roles shall be made by the responsible supervisor, and may be changed as deemed necessary or desirable by the supervisor.
- (b) Where it is anticipated that such an assignment is required for more than six (6) months, the opportunity will be posted and appointed pursuant to this Article 14 and subject to Article 14.7(c). Where an assignment that was not initially anticipated to be more than six (6) months lasts for eight (8) months, the opportunity will be posted in accordance with Article 14.7(b) after eight (8) months, except where the Employer and the Union agree in writing to extend the assignment without posting.
- (c) Where the Employer determines that a foreperson assigned pursuant to Article 14.7(b) is no longer needed on a specific crew or the Union and/or Employee and the Employer mutually agree that a foreperson should be removed from the assignment (e.g. due to performance issues, employee conflicts, or similarly compelling circumstances) the Employer may, on at least two (2) weeks' notice, remove the foreperson designation and the premium pay paid pursuant to Article 18.4. Layoff provisions will not apply and the former foreperson will maintain her/his classification as set out in Schedule "A" at the same hours of work.
- (d) Employees appointed to a foreperson position pursuant to this Article 14.7 shall receive premium pay in accordance with Article 18.4.

- (e) The Employer will not assign a foreperson pursuant to Article 14.7(a) if it will result in the overstaffing of a crew (i.e. having an Employee in excess of the approved complement). Where an assignment of a foreperson pursuant to Article 14.7(b) results in the overstaffing of a crew, the Employer will offer Employees within the crew the opportunity to be reassigned on a voluntary basis. Where no one within the crew volunteers, the least senior Employee (other than a foreperson) on the crew will be transferred to an available assignment. An Employee who has moved to different hours of work as a result of the application of this article 14.7 (e) will be offered the next vacancy that will provide the Employee a shift commencement that is within two (2) hours of the shift commencement of the shift s/he was removed from.

ARTICLE 15 - WORK LOCATION

- 15.1 Employees in the Bargaining Unit are deemed not to have any specific work location assignment on a continuing basis, subject to the Memorandum of Understanding on Page 64 of the Collective Agreement.

ARTICLE 16 - LAY-OFF

16.1 *NOTICE TO UNION OF ORGANIZATIONAL CHANGE*

The Employer will advise the Union reasonably in advance of any proposed technological change and any proposed closure of a department or section or any change in departmental or university structure that may affect Regular Employees of the Bargaining Unit and that may result in a staff reduction requiring lay-off of Regular Employees. A special meeting of the Labour Management Committee will be convened for this purpose. The Employer and Union will discuss such changes with a view to retaining, relocating and assisting as many Employees as possible who may be displaced as a result of said change. All such discussions shall be confidential until a decision by the Employer to lay-off is confirmed or other arrangements are agreed.

16.2 *ORDER OF LAY-OFF*

- (a) In the event of a lay-off, Employees in the applicable classification shall be laid-off in order of Bargaining Unit seniority with the least senior being laid-off first. Employees shall be recalled in the order of their seniority, with the most senior being recalled first, provided they are qualified and able to do the work.
- (b) In the event of lay-off in a classification, Term Employees shall be laid off before any Regular Full-time or Regular Part-time Employees in that classification.

16.3 *DISPLACEMENT OF LESS SENIOR EMPLOYEES*

It is agreed that a Regular Employee who has received notice of lay-off may

apply, within five (5) working days of receipt of such notice, to displace another Employee who has less Bargaining Unit seniority. If the applicant, holds the necessary provincial certification where applicable, and is qualified, willing and able to perform the duties of the more junior Employee outlined in the applicable job description, as determined by the Employer, s/he shall assume that position at the rate specified for it without interruption of employment. In this event it is understood that the more junior Employee shall receive notice of lay-off.

16.4 *CONTRACTING OUT*

The University agrees that for the duration of this Agreement no Regular Employee shall be laid off due to contracting out of work covered by this Collective Agreement, or due to work carried out for the purposes of instruction, experimentation or in emergencies when Regular Employees are not available.

16.5 *NOTICE TO EMPLOYEE OF LAY-OFF*

The Employer shall give Regular Full-time and Regular Part-time Employees who are to be laid off minimum notice or pay in lieu of notice as follows:

- (1) for Employees with ten (10) or fewer years of paid service, twenty (20) working days' notice or pay in lieu of notice;
- (2) for Employees with more than (10) years of paid service, forty (40) working days' notice or pay in lieu of notice;

Before laying off any Regular or Full-time or Regular Part-time Employees, the University shall make every effort to find employment for the Employees concerned in some other area of the University.

ARTICLE 17 - HOURS OF WORK

17.1 *REGULAR WORKING HOURS*

The normal hours of work for Regular Full-time Employees shall average forty (40) hours per week and shall normally total eight (8) hours per shift inclusive of break periods but exclusive of a one-half (1/2) hour unpaid meal period. Nothing herein shall constitute a guarantee of hours per week or per day.

17.2 *SHIFT ARRANGEMENTS*

Without restricting the Employer's right to establish other shifts or vary existing shifts if considered necessary after consultation with the Union, the current full-time shift arrangements are as contained in Appendix "A" for the operational support groups covered by this Agreement with the intention of meeting operational requirements as they arise.

17.3 *BREAK PERIODS*

Employees shall be granted two (2) fifteen (15) minute paid break periods, where operations permit, or as scheduled by their supervisor and normally

approximately at the mid-point of each half (1/2) shift. It may be a requirement to take such breaks at the work-site.

17.4 *WASH UP PERIOD WHERE NECESSARY*

Where necessary only, there shall be a wash up period of up to ten (10) minutes at the end of each shift.

17.5 *SCHEDULED DAYS OFF WITHOUT LOSS OF PAY*

The University shall select two (2) days in the period between Boxing Day and New Year's Day to be observed by all Regular Full-time and Regular Part-time members of the Bargaining Unit as scheduled days off without loss of pay. In the event that an Employee is required to work on one (1) or both of these days s/he shall be entitled to equivalent time off in lieu thereof without loss of pay. Such time off shall be by mutual agreement but failing this, such time shall be granted in accordance with Article 26.

17.6 *EXTENDED SHIFTS*

For Regular Full-time Employees including those who are regularly scheduled to work shifts in excess of eight (8) hours:

- (1) Any benefit day (e.g. sick days, holidays, vacation days, bereavement days, scheduled days off without loss of pay), shall equal eight (8) hours.
- (2) Any deductions made for time off with pay (e.g. sick days, holidays, vacation days, bereavement days, scheduled days off without loss of pay), shall be equal to the number of hours off with pay.

17.7 *SHIFTS FOR SECURITY*

- (a) It is the University's intention to operate the "12 hour" shift arrangement which currently applies to Security Officers, for so long as it is operationally efficient and cost effective to do so.
- (b) The existing two (2) "reconciliation days" for Security Officers will be scheduled to be taken during day shifts at a mutually agreeable time and subject to operational requirements.

ARTICLE 18 – WAGES

18.1 *WAGES*

Attached to and forming part of this Agreement is Schedule "A", covering Wages and Classifications.

18.2 *POWER ENGINEERS*

Any Thermal Plant Power Engineer who attains any provincially recognized power engineer's certificate with a refrigeration certificate, which is higher than that required for his/her job classification, shall be paid an extra 10¢ per hour.

18.3 *TEMPORARY ASSIGNMENT*

- (a) When an Employee is required to work temporarily in a classification paying a lower rate than her/his normal classification, s/he shall be paid her/his normal rate.
- (b) When an Employee is assigned by the Employer to work temporarily in a classification within the Bargaining Unit paying a higher rate than her/his normal classification, s/he shall be paid the higher rate.

18.4 *FOREPERSON PREMIUM*

- (a) When an Employee is designated as a foreperson for six (6) months or less pursuant to Article 14.7(a), s/he will receive the applicable premium set out in Schedule "A" for the hours s/he works, but will not receive the premium when s/he is absent on any leave, including sick leave, holidays and vacation.
- (b) When the position for working foreperson or general foreperson is posted in accordance with Article 14.7 (b), the applicable premium set out in Schedule "A" shall become part of the base rate with appropriate deductions, including when the Employee is absent on an approved leave with pay, such as sick leave, paid holidays, and vacation for the duration of the assignment.

18.5 ***MORE THAN ONE TRADE CERTIFICATE***

When an Employee is required by the Employer to possess more than one trade certification, the applicable premium set out in Schedule A shall become part of the base rate.

ARTICLE 19 – OVERTIME

19.1 *DEFINITION OF OVERTIME*

All authorized time worked by an Employee in addition to the regular full-time work day or regular full-time work week, or on a holiday, shall be considered overtime.

19.2 *OVERTIME PAY*

- (a) An Employee shall be compensated at the rate of one and one-half times (1 1/2) her/his normal rate of pay for overtime worked by her/him except for overtime worked between midnight and 8:00 a.m., on her/his normal day off, for which s/he shall be compensated at the rate of double (2) her/his normal rate of pay. Employees working overtime on a holiday will receive the pay specified for working on a holiday set out in Article 26.
- (b) All overtime worked by an Employee, except those hours worked directly following or prior to her/his normal shift, shall be compensated at the

specified overtime rate for actual hours worked with a minimum of three (3) hours at the applicable rate.

19.3 *TIME OFF IN LIEU*

- (a) Subject to Article 19.4 (b), Employees who are required to work overtime or who are entitled to receive stand-by pay shall have the option of receiving time off in lieu of their overtime or stand-by pay, provided that the granting of such time in lieu of overtime or stand-by pay can be accomplished at no extra cost to the Employer. This time off would be equivalent to applicable rates. The time taken off shall be mutually agreeable to the Employee and the University.
- (b) The maximum time off with pay, which may be accumulated in accordance with Articles 19.4 (a) and 25, shall be one hundred and six (106) hours.
- (c) Part-time Employees who work extra hours at the regular rate will normally receive pay for such extra hours and will not normally be entitled to time off in lieu for such extra hours.

19.4 *DISTRIBUTION OF OVERTIME*

- (a) Overtime, as defined in Article 19.1, shall be offered as follows:
 - (1) Overtime shall be offered to Regular Employees within a classification who are able and qualified, prior to Term Employees being assigned overtime.
 - (2) In Custodial Services, this shall be applied on a building by building basis.
 - (3) In Security Services, the Security Officer and Traffic Officer shall be considered one classification for the purposes of offering overtime.
- (b) The provisions of Article 19.4 (a) may be waived by the Employer where the assignment of another Employee to work already in progress would cause delay or increase costs to the University.
- (c) If an Employee does not accept and/or respond to an offer of overtime or call back on three consecutive occasions, they may not be eligible for further overtime assignments for six (6) months.
- (d) Any missed opportunity for overtime shall be compensated only by assignment of the next opportunity to work overtime.

19.5 *MEAL ALLOWANCE*

In the case of unscheduled work, and provided the Employee has not been given notice of the requirement for overtime prior to reporting for work on any given day, a meal allowance of \$8.00 shall be provided if an Employee:

- (1) having worked her/his regular Shift continues to work for two (2) hours beyond the regular eight (8) hour work day and at intervals thereafter of four (4) hours;
- (2) receives a call back and works for more than four (4) hours and at intervals thereafter of four (4) hours; and
- (3) working pre-arranged overtime on her/his time off, works more than ten (10) hours (fourteen (14) hours in the case of Employees on twelve (12) hour rotating Shifts) and at intervals thereafter of four (4) hours.

The meal allowance shall be payable until there is a continuous break of four (4) hours or more. The meal allowance will be paid regardless of whether a meal period was taken.

ARTICLE 20 - SHIFT WORK

20.1 *SHIFT PREMIUM*

An Employee working on a qualifying shift shall receive the applicable premium for each hour worked:

4:00 p.m. – 8:00 a.m. - \$1.50/hr

A qualifying shift is one where half or more of the hours worked fall between the hours of 4:00 p.m. and 8:00 a.m., but overtime shifts are excluded.

20.2 *WEEKEND SHIFT PREMIUM*

An Employee working on a qualifying shift shall receive the applicable premium for each hour worked:

12:01 a.m. Saturday – 7:00 a.m. Monday - \$1.50/hr

A qualifying shift is one where half or more of the hours worked fall between the hours of 12:01 a.m. Saturday and 7:00 a.m. Monday. There shall be no pyramiding of the weekend premium on overtime hours worked. An Employee may be paid both evening and week-end premium under the terms of Article 20.1 and 20.2 of this Collective Agreement.

20.3 *THERMAL PLANT AND ARENA*

The Employer shall operate the Thermal Plant and Arena with no fewer than the number of Employees required by the relevant Laws of the Province of Nova Scotia.

ARTICLE 21 – CALL BACK AND REPORTING PAY

21.1 *CALL BACK*

- (a) A call back occurs when an Employee is called back to work under the following circumstances:
- (1) the call back is outside of the Employee's regular hours of work; and
 - (2) the assignment has not been scheduled in advance and is not for scheduled overtime; and
 - (3) the call back requires the Employee to make an extra trip to the University.
- (b) Where a call back occurs, the Employee shall be paid:
- (1) four (4) hours at one and one-half (1 ½) times her/his regular rate or one and one-half (1 ½) times for all hours worked, whichever is greater; or
 - (2) four (4) hours at double (2) time her/his regular rate or double (2) time for all hours worked, whichever is greater, if the call back occurs between the hours of midnight (12:00 a.m.) and 8:00 a.m. This does not apply where the Employee works twelve (12) hour shifts.
- (c) Pay commences at the time the Employee reports for work.
- (d) If an Employee is called in and reports for work within two (2) hours of the commencement of her/his scheduled shift, s/he shall receive overtime payment for each hour worked with a minimum of two (2) hours at the appropriate overtime rate.
- (e) Call backs will be allocated on a fair and equitable basis.

21.2 *WORK FROM HOME*

When an Employee is called at home by an employee of the University who is authorized by the Unit Head or designate to assign work, outside of scheduled working hours, and is required to perform a service from home as a result, s/he will be paid the applicable overtime rate for the time required to perform such service with a minimum of fifteen (15) minutes at the applicable overtime rate. If the Employee subsequently attends work within four (4) hours of initial call, they will be compensated for the call in only.

21.3 *STAFF MEETINGS*

A pre-planned staff meeting does not constitute a call back provided two (2) clear days' notice has been given. Payment for staff meetings shall be at straight time but a minimum payment of two (2) hours will be made to any Employee who has been recalled. Emergency meetings shall be governed by this clause but the notice period shall not apply. Except for emergency meetings, when an

Employee is required to attend more than four (4) meetings in any calendar year, call back provisions shall apply.

21.4 *TRAINING*

Attendance at training sessions, which are conducted when the Employee would not otherwise be on duty, does not constitute call back. Attendance at any such training session conducted by Facilities Management, which is deemed by the Employer to be a job requirement, will be compensated at straight time. Payment for such training sessions shall be for a minimum of eight (8) hours. During such training a meal shall be provided. Where it is not possible to provide a meal, a meal allowance shall be provided.

21.5 *COURT APPEARANCES ON BEHALF OF THE EMPLOYER*

Court attendances on behalf of the Employer outside the Employee's regularly scheduled hours shall be compensated at the appropriate overtime rate with a minimum guarantee of four (4) hours at this rate.

ARTICLE 22 – STAND BY PAY

22.1 *STAND BY PAY*

Any Employee required to stand by, to be available to come in to work when called by an authorized representative of the University, will receive two (2) dollar for every hour they are required to be on stand by. If the Employer is unable to obtain a satisfactory stand by roster, it is agreed that the Employer may institute a duty list for stand by purposes.

ARTICLE 23 - EMPLOYEE BENEFITS

23.1 *BENEFITS COMMITTEE*

The Employer agrees to maintain a Dalhousie University Employee Benefits Committee representative of interested employee groups, and the Board of Governors, to consider matters relating to benefit programmes for staff, including the administration of, participation in, and contribution to benefit programmes. The Committee shall meet at least four (4) times per year unless the Committee agrees to meet less frequently.

23.2 *PENSIONS AND INSURED GROUP BENEFITS*

(a) Pension and group benefit plans in effect at the University from time to time shall continue to apply for Regular Full-time Employees and the Employer shall supply information as to these plans to all participating members of the Bargaining Unit. Eligible Part-time Employees may participate to the extent allowed under individual plans. Term Employees are not eligible to participate in the insured benefits plans.

- (b) The Employer agrees to provide the integrated insured benefits plans and premiums structure referred to in the report of the Employee Benefits Committee with respect to the amalgamation of the Dalhousie University and DalTech benefits programs.

23.3 *PREMIUM COST SHARING OF MAJOR MEDICAL INSURANCE*

The Employer shall contribute 60% of the re-imbusement option premiums for all eligible Employees who participate in the Voluntary Major Medical Insurance Plan.

23.4 *PREMIUM COST SHARING OF DENTAL INSURANCE*

The Employer shall contribute 50% of the cost of premiums for all eligible Employees who participate in the Dental Insurance Plan.

23.5 *SALARY DEFERRAL PLAN*

The Employer agrees to maintain the Salary Deferral Plan during the term of this Agreement, subject only to the provisions thereof. During any such leave an Employee shall retain but shall not accumulate seniority.

23.6 *EMPLOYEE AND FAMILY ASSISTANCE PLAN*

Participation in the Employee and Family Assistance Plan (EFAP) is on a voluntary and confidential basis.

23.7 *HEALTH SPENDING ACCOUNT*

Employees who hold a 50% or greater full-time equivalency position will have \$500 credited to a Health Spending Account (HSA). Claims to the Health Spending Account must be eligible under Canada Revenue Agency guidelines.

ARTICLE 24 - TUITION WAIVER

24.1 *TUITION WAIVER ENTITLEMENT*

Subject to the conditions set forth in Article 24, all non-Probationary Employees who are Regular Full-time or Regular Part-time (50% FTE or greater) shall be entitled to Tuition Waiver as follows:

- (1) Employee:
Up to twelve (12) credit hours in the twelve (12) month period ending August 31 of each year in any Faculty of Dalhousie University;
- (2) Spouses and Children:
Provided the Employee is Regular Full-time and has two (2) or more years of seniority as of the date of registration, fifty percent (50%) of tuition fees in all courses offered at Dalhousie University in any undergraduate program in any Faculty other than Dentistry (excluding the School of Dental Hygiene), Law and Medicine. Where both parents are Employees the tuition fee waiver for children shall be 100%.

24.2 *DECEASED OR RETIRED EMPLOYEES*

Tuition waivers in accordance with Article 24.1 shall continue to be available to employees who have retired, having been employed for five (5) or more years, and to their spouses and children, and to the spouses and children of former employees who are deceased and who had been employed for five (5) or more years.

24.3 *DIVORCED OR LEGALLY SEPARATED EMPLOYEES*

Tuition waivers, in accordance with Article 24.1, shall continue to be available to the children of those Employees who are divorced or legally separated provided satisfactory documentary evidence of support equivalent to 7% of annual earnings is provided.

24.4 *ILL OR DISABLED EMPLOYEES*

Tuition waivers, in accordance with Article 24.1, shall continue to be available to Employees who are ill or disabled and to their spouses and children, provided the Employee is in receipt of sick leave or long term disability benefits.

24.5 *DEFINITIONS*

For purposes of tuition waiver administration the following definitions shall apply:

- (1) "Spouse" shall be as defined in Article 1.
- (2) "Child" shall mean any dependent child of the Employee to the end of the academic year of the child's twenty-fifth (25th) birthday, or beyond that date if dependent on the Employee by reason of mental or physical disability. Dependents are defined as children of the Employee for whom the Employee is entitled to claim tax credit under the Income Tax Act in the year in which the tuition waiver is requested or children not over the age of twenty-five (25) to whom the Employee declares that they provide regular financial support.
- (3) "Tuition Fee" shall mean the basic tuition fee applicable to specific programs and shall include auxiliary fees which are for required instruction but shall exclude any other fees such as international student differential fees, co-op fees, and student union fees.

ARTICLE 25 - PAID HOLIDAYS

25.1 *HOLIDAYS:*

- (a) A Regular Full-time Employee will, unless s/he is on leave without pay, receive eight (8) hours of holiday pay at her/his regular hourly rate for each of the following holidays

New Year's Day

Halifax Natal Day

Munro Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

one-half (½) day holiday, to be scheduled by the University and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government.

25.2 *WORK ON A HOLIDAY*

- (a) When an Employee works on a holiday, set out in Article 25.1, s/he shall be paid at the rate of double (2) time, for all hours worked including overtime hours. This pay shall be in addition to the regular holiday pay set out in Article 25.1.
- (b) Instead of receiving pay as set out in Article 25.2(a), an Employee who works on a holiday shall have the option of receiving time off in lieu of such pay, provided that the granting of such time-in-lieu can be accomplished at no extra cost to the Employer, and subject to Article 19.3(b).

25.3 *HOLIDAY ON A REGULAR DAY OFF*

Where a holiday set out in Article 25.1 falls on an Employee's scheduled day off, s/he will have the option of receiving the pay s/he is entitled to for the holiday or an equivalent amount of time-off with pay, which will be scheduled at a time mutually agreeable to the Employer and the Employee.

25.4 *HOLIDAY ON A WEEKEND*

If any of the holidays set out in Article 25.1 falls on a Saturday or Sunday, the University, at its option, shall declare another day to be generally observed as a holiday, in lieu thereof for those Employees who normally work Monday through Friday. Premium payment in accordance with Article 25.2 is payable only for hours worked on the actual named holiday as specified in Article 25.1 for Employees who do not normally work Monday through Friday.

ARTICLE 26 - ANNUAL VACATION

26.1 *VACATION YEAR*

- (a) The vacation year shall be considered to be the period from June 1st to the succeeding May 31st and shall be the year for purposes of vacation accrual and scheduling.

Employees hired before June 1, 2015

- (a) The vacation which an Employee takes after June 1st of any year is accrued over the twelve (12) months prior to June 1st.

Employees hired on or after June 1, 2015

- (a) **Employees hired on or after June 1, 2015 shall take their vacation in the year it is earned post probation.**

26.2 VACATION ENTITLEMENT

- (a) Employees commencing employment with the Employer during the vacation year shall be entitled to vacation with pay during the vacation year in the amount of 0.83 days for each complete month of paid regular service to a maximum of two (2) weeks **post probation**.
- (b) Employees who have one (1) year's paid service or more as of June 1st, but less than ten (10) years' service will earn 1.25 days' vacation with pay for each month of paid regular service.
- (c) Employees who have ten (10) years' paid service but less than twenty (20) as of June 1st will earn 1.67 days' vacation with pay for each month of paid regular service.
- (d) Employees who have twenty (20) years' paid service or more as of June 1st will earn 2.08 days' vacation with pay for each month of paid regular service.
- (e) **Effective June 1, 2015, Employees who have twenty five (25) years' paid service or more as of June 1st will earn 2.25 days vacation with pay for each month of paid regular service.**
- (f) Employees shall be entitled to the additional week's vacation relating to their tenth and twentieth year of paid regular service on or after June 1st of the vacation year in which their tenth or twentieth anniversary falls.
- (g) If there is any unpaid service in a particular month or the Employee is receiving long-term disability benefits under the Employer's LTD program, accrual will be pro-rated for that month.

26.3 VACATION SCHEDULING

- (a) Vacations will be granted based on operational requirements, Employee preferences and seniority. Seniority shall be applied on a unit, group, building, crew, and/or classification basis, as circumstances warrant. The Employer will post the work scheduling policy on the bulletin boards assigned for the posting of Union notices.

(b) The procedure for scheduling vacations shall be as follows:

- (1) On or before April 1st of each year, the Employer will notify Employees of their anticipated vacation entitlement for the year.
- (2) Employees will submit their vacation preference(s) by April 30th of each year. Requests for vacation of one (1) scheduled work week or more will supersede requests for vacation of less than one (1) scheduled work week and in the case of rotating shifts, requests for vacation of one (1) or more shift cycles will supersede requests for vacation of less than one (1) shift cycle.
- (3) On or before May 15th, the Employer will advise Employees whether their preference(s) have been granted and, if not granted, provide an opportunity for Employees to submit alternate dates. Final vacation lists will be posted by May 30th.
- (4) Vacation requests made after April 30th shall be considered on a first-come, first-served basis except that, in the case of concurrent requests for the same or overlapping vacation period, seniority will prevail. In any event, the granting of such vacation requests shall be subject to operational requirements.
- (5) Where an Employee has unscheduled vacation remaining as of March 1st, the Employer will notify the Employee and give her/him an opportunity to provide a preferred schedule for taking the unused vacation and/or request vacation carry-over pursuant to Article 26.7. Where an Employee fails to respond or the Employee's references cannot be accommodated due to operation requirements, the Employer may schedule when the Employee will take the unused vacation.
- (6) Vacations may be taken at any time during the calendar year subject to operational requirements. Employees are encouraged to use their vacation entitlement over the whole year, rather than only during the months of July and August, to permit continuance of normal operations throughout the entire year.

26.4 PAY DUE DURING VACATION

Employees may, upon giving at least twenty (20) days' notice, receive on or

before the last office day preceding commencement of their annual vacation, any pay which may fall due during the vacation.

26.5 *HOLIDAY DURING VACATION*

If a holiday falls, or is observed, during an Employee's vacation period, such Employee shall be deemed to have taken the holiday and shall not be docked vacation time for such holiday and such day shall normally follow the vacation period.

26.6 *VACATION CARRY FORWARD*

Vacations shall not be cumulative from year to year. However, an Employee who wishes to carry forward up to forty (40) hours (forty-eight (48) hours for Employees in the Thermal Plant and in Security Services) (pro-rated for part-time) vacation to the following vacation year or requests vacation of up to forty (40) hours (forty-eight (48) hours for Employees in the Thermal Plant and in Security Services) (pro-rated for part-time) which would normally be scheduled in the following vacation year, may do so with the approval of the Employer provided in either case this is consistent with operational requirements and does not result in increased costs to the Employer.

26.7 *VACATION ADVANCE*

In exceptional circumstances, an Employee may request up to one (1) week's vacation from the following year's vacation entitlement. The Employer will only approve such request, subject to operational requirements and provided it does not result in increased costs to the Employer. Such vacation shall be immediately deducted from the Employee's accruing entitlement.

26.8 *VACATION PAYOUT UPON TERMINATION*

An Employee whose employment terminates for any reason shall have any vacation s/he has accumulated, but not used, including any vacation accumulated since the previous June 1st, paid out in full. An Employee who has used more vacation time than s/he has accumulated, and whose employment terminates for any reason, shall have an equivalent amount of pay deducted from her/his final pay.

26.9 *IMPACT OF SICK LEAVE ON VACATION SCHEDULING*

(a) Employees with more than one (1) year of continuous service shall continue to accumulate vacation credits during any period of paid sick leave; but where the sick leave, whether paid or unpaid, exceeds two (2) months and the Employee is returning within two (2) months of the end of the current vacation year, the University may require the Employee to take her/his vacation prior to her/his return to work. Employees who carry forward vacation due to having taken sick leave, may be required to take her/his vacation prior to her/his return to work.

- (b) Notwithstanding Article 26.6, where an Employee has not been able to take her/his vacation prior to the end of the vacation year due to an approved absence as a result of an illness or injury, the unused vacation will be carried over and available to the Employee in the next vacation year. Such time will be scheduled at a mutually agreed time in accordance with operational requirements and without consideration of seniority.

26.10 *IMPACT OF ILLNESS OR INJURY PRIOR TO OR DURING VACATION*

An Employee may substitute sick leave for vacation where it has been verified to the Employer's satisfaction no later than the last scheduled working day prior to the commencement of the Employee's vacation, that the Employee is ill or has been in an accident of such a nature as to prevent the Employee from going on her/his vacation and an Employee may substitute sick leave in cases of hospitalization during her/his vacation.

26.11 *WORK DURING VACATION*

When an Employee agrees to come into work at the request of the Employer while on scheduled vacation, s/he shall be paid at double her/his regular hourly rate of pay for all hours worked and the vacation hours shall be re-scheduled to be taken at a time convenient to the Employee and the Employer.

ARTICLE 27 - SICK LEAVE

27.1 *SICK LEAVE QUALIFICATION*

To be eligible for paid sick leave, an Employee must be unable to work as a result of illness or injury and, when requested, provide adequate medical evidence. The Employer may also require that the Employee provide confirmation that, in the physician's medical opinion, the Employee is pursuing appropriate medical treatment.

27.2 *ACCUMULATION OF SICK LEAVE*

- (a) Regular Full-time Employees shall accumulate ten (10) hours paid sick leave per month of full-time compensated service to a maximum of one thousand, six hundred (1,600) hours. Accumulation shall be granted for those months in which the Employee worked fifteen (15) or more days. Paid leaves, including paid vacation, shall be considered days worked for purposes of this accumulation.
- (b) Full-time Term and Full-time Probationary Employees shall accumulate eight (8) hours of paid sick leave for each completed month of full-time compensated service, but may only use accumulated sick leave after completion of forty-five (45) days worked (three hundred and sixty (360) hours). Accumulated sick leave credits are lost on completion of the period of Term employment unless the period of employment is extended. Probationary Employees shall retain accumulated credits at the conclusion

of their probationary period and shall accumulate credits thereafter in accordance with Article 27.2(a).

27.3 *MEDICAL INFORMATION*

- (a) The Employer and the Union will treat Medical information in a confidential manner.
- (b) Except where an Employee is claiming a workplace injury pursuant to Articles 27.11 and 27.12, the Employer will not normally ask for an Employee's diagnosis.
- (c) The Employer may require medical evidence to confirm that an Employee is fit to work at her/his job or a job for which she/he has applied, where an Employee has been absent from work for a prolonged time, for frequent periods of time, in accordance with Articles 27.11 and 27.12 or for other legitimate reasons. Such medical evidence may include that the Employee undergo, without cost to the Employee, medical examination by a registered physician of the Employer's choice.
- (d) When an Employee's claim for paid sick leave benefits has not been approved, the Employer will provide reasons to the Employee.

27.4 *REPORTING ABSENCE*

- (a) In all cases of illness or injury, it is the responsibility of the Employee to notify her/his supervisor or designate of her/his possible absence as soon as possible before her/his normal starting time. Employees must leave a contact number where they can be reached during the period of absence. Unless medical certification has been submitted establishing a date of return to work, the Employee shall advise her/his supervisor before the beginning of her/his shift if they continue to be ill or injured and unable to work.
- (b) An Employee absent from duty because of illness or injury shall submit to her/his supervisor or her/his supervisor's designate, at the first opportunity, a completed "Reason for Absence" form.

27.5 *ABSENCE DUE TO FAMILY ILLNESS*

- (a) Where no one other than the Employee can provide care for the Employee's child, spouse or parent who is ill, a Full-time Employee shall be granted up to a maximum of five (5) days of accumulated sick leave credits per calendar year for this purpose. The Employee may be required to provide medical evidence of the need to provide care.
- (b) Any leave taken under this Article 27.5 will not be considered an incident for the purposes of Article 27.7.

27.6 *STANDING DIRECTIVE TO PRODUCE MEDICAL CERTIFICATION*

An Employee may be required to produce medical certification (including a standing directive to do so) acceptable to the Employer to qualify for sick leave where an excessive amount of sick leave is claimed compared to other Employees, where a pattern of sick leave is present, or where the Employer has reason to believe an Employee is abusing sick leave privileges.

Any standing directive shall be reviewed after each three (3) month period to determine whether it should be withdrawn and the Employee shall be notified within five (5) working days of the decision. The Employer shall notify the Employee in writing of the reason for the standing directive, and/or the reason for the decision not to withdraw a standing directive.

27.7 *LIMITATION OF SICK LEAVE BENEFITS*

- (a) The level of sick leave entitlement in **Article 27** is intended primarily to provide income protection in cases of major illness or injury during the qualification period for the insured Long Term Disability plan. Also it provides coverage for short-term absence, reasonable in incidence and duration, due to illness or injury. Short-term absences are defined as absences of less than two (2) calendar week's duration.

Without detracting from any other rights of the Employer, if the frequency and/or amount of an Employee's short term absence in any twelve month period is excessive and if it is not attributable to a continuing medical condition, the Employee shall qualify for a maximum of eight (8) days of paid sick leave from their accumulated sick leave credits in the ensuing twelve month period. However, the Employee will qualify for regular coverage in the event of major illness or injury.

This limitation shall be withdrawn if after 12 months of active employment, the amount and/or frequency of short term illness returns to normal.

- (b) Where an Employee's usage of sick leave is excessive (for example, based on the average usage of other employees), and if it is attributable to a continuing medical condition, the Employer may, upon notice, advise an Employee that for the following twelve (12) month period, there will be no benefits paid for the first day of any subsequent absence(s).

27.8 *EMPLOYEE ASSISTANCE*

- (a) The Employer and the Union encourage Employees to consider utilizing the services of the Employee and Family Assistance Program (EFAP), as outlined in Article 23.6.
- (b) The Employer and the Union will encourage Employees with alcohol or drug dependency to seek appropriate medical treatment for such condition.

27.9 RETURN TO WORK FOLLOWING ILLNESS OR INJURY

An Employee who has been absent from work for up to one (1) year because of certified illness or injury shall be guaranteed a job in her/his former classification, or, at the University's option, in some other classification paying the same rate, on her/his return within one (1) year provided s/he is medically qualified to do the work of that position. This period shall be extended if the Employee qualifies for compensation under the "own occupation" provision of the Employer's LTD Plan for the duration of such provision. This guarantee will not apply if the Employee has been laid off in accordance with Article 16 during her/his absence.

27.10 LONG TERM DISABILITY PLAN

The Long Term Disability Plan (LTD) shall apply where an Employee is medically eligible, in accordance with the LTD plan in effect, and has completed the elimination period set out under such plan (currently one hundred and twenty-five (125) Working Days), unless the Employee qualifies at an earlier date. Term Employees and Probationary Employees are not eligible for LTD.

27.11 WORK RELATED INJURY DUE TO AN ACCIDENT IN THE WORKPLACE

A Regular Employee who suffers a work related injury due to an accident arising out of and in the course of employment with the Employer, shall not suffer any loss of regular pay during the elimination period under the Long Term Disability Plan (currently one hundred and twenty-five (125) Working Days) unless the Employee qualifies at an earlier date provided:

- (a) the accident and injury are reported in accordance with Article 31.3
- (B) prior to any approval of initial payment, or the continuance of payment, the Employer may request medical information substantiating the workplace injury and/or refer the Employee to a physician in accordance with Article 27.3(c) of this Collective Agreement.

27.12 WORK RELATED INJURY (NON ACCIDENT)

(a) A Regular Employee who suffers a work related injury arising out of and in the course of employment with the Employer, which is not the result of an accident, shall receive 75% of her/his net earnings during the elimination period under the Long Term Disability Plan (currently one hundred and twenty-five (125) Working Days) unless the Employee qualifies at an earlier date provided:

- (1) the injury is reported in accordance with Article 31.3
- (2) prior to any approval of initial payment, or the continuance of payment, the Employer may request medical information substantiating the workplace injury and/or refer the Employee to a

physician in accordance with Article 27.3(c) of this Collective Agreement.

- (b) The payment provided in 27.12 (a) shall be topped up to 100% of their regular salary by using any sick leave accumulated by the Employee in accordance with Article 27.2. There shall be no top up beyond such Employee's accumulated sick leave.

27.13 ABUSE OF SICK LEAVE

Abuse of sick leave shall be grounds for disciplinary action up to and including discharge in an appropriate case.

27.14 EMPLOYEES 65 YEARS OR OLDER

This Article 27.12 applies to an Employee who is not eligible to participate in the Long Term Disability Plan due to her/his age. Where such an Employee suffers an illness or injury, and subject to providing medical evidence satisfactory to the Employer, s/he will be permitted to use any sick leave s/he has accumulated. Once such an Employee has exhausted her/his sick leave accumulation, s/he will not be entitled to further sick leave unless s/he is, subject to Article 13.3, medically able to return to work and accumulates further sick leave.

ARTICLES 28 – RETIREMENT

28.1 RETIREMENT

- (a) The normal retirement age for Employees is the July 1 following the Employee's sixty-fifth (65th) birthday.
- (b) Former TUNS employees who elected by March 31, 1998 to continue their membership in the Public Service Superannuation Plan after March 31, 1998, shall retire in accordance with the provisions of the Public Service Superannuation Act and eligibility for pension benefits upon retirement shall be in accordance with the provisions of the Public Service Superannuation Act.

28.2 PRE-RETIREMENT INFORMATION PROGRAM

The University agrees to maintain a Pre-retirement Information Program which shall continue to be available to members of the Bargaining Unit.

ARTICLE 29 – TERMINATION OF EMPLOYMENT

29.1 RESIGNATION

- (a) **Employees shall be required to give the Employer a minimum of twenty-one (21) calendar days' notice of resignation**
- (b) **Such notice shall be given in writing to the immediate supervisor.**

ARTICLE 30 - LEAVES OF ABSENCE

30.1 *UNION LEAVE*

- (a) Subject to operational requirements, union members delegated by the Union will be entitled to an unpaid leave of absence to attend to Union business or to attend educational functions and provided the leave can be taken without financial cost to the Employer. Requests for union leave will be made in writing. Normally requests will be made at least five (5) working days in advance of when the leave is to commence, but the Employer will consider requests made on shorter notice in exceptional circumstances and where operational requirements permit.
- (b) Where the leave is granted, the Employer shall continue the member's pay and benefits as if they were at work and shall bill the Union for such pay and benefits. The Employer shall submit its bill to the Union within three (3) months of such leave having occurred and the Union shall reimburse the Employer within thirty (30) calendar days.
- (c) Seniority and service will continue to accrue while the Employee is on an approved union leave.

30.2 *PREGNANCY LEAVE*

- (a) Pregnancy leave shall be as per the Labour Standards Code, Province of Nova Scotia, and without loss of accumulated seniority. Seniority shall continue to accumulate during an approved Pregnancy Leave.
- (b) Upon the request of the Employee, the Employer will grant a Pregnancy Leave after sixteen (16) weeks before the expected date of delivery if:
 - 1) the Employee has been employed for one (1) year or longer and;
 - 2) the Employer is in receipt of a certificate by a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected delivery date.
- (c) The Employee may chose from the following pregnancy leave options:
 - 1) seventeen (17) weeks; or
 - 2) to a date six (6) weeks after the date of actual delivery; or
 - 3) for any shorter period, at the option of the Employee, except that an Employee shall not work and the Employer shall not cause or permit an Employee to work for at least one (1) week after the date of delivery unless in the written opinion of a legally qualified medical

practitioner chosen by the Employee a shorter period is sufficient.

- (d) During this period she shall be eligible to claim benefits under the Supplementary Unemployment Benefit Plan, subject to the approval of the Canada Employment Insurance Commission and as outlined in Appendix "B" of this Agreement.
- (e) The Employee shall give the Employer four (4) weeks' notice of the date of commencement of pregnancy leave.
- (f) Employees granted pregnancy leave may continue to participate in the group life insurance, long term disability insurance, pension plan, dental plan, Blue Cross major medical plan, voluntary group term life insurance, voluntary personal accident insurance, providing they arrange to pre-pay both the Employer and Employee's portion of the applicable premiums for the full leave period from the last pay cheque available before going on leave.
- (g) The Employer may direct an Employee who is pregnant and who has been employed for one (1) year or more to take an unpaid leave of absence while the duties of her position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected, provided that the Employee has the right to challenge the Employer's decision on presentation of a medical certificate specifying the kind of work the Employee is capable of performing.
- (h) Leave periods may be extended by up to four (4) weeks after the date of delivery on the basis of a written opinion from a legally qualified medical practitioner, that an extension is needed.

30.3 *PARENTAL LEAVE:*

- (a) Parental leave shall be as per the Labour Standards Code, Province of Nova Scotia, and without loss of accumulated seniority.
- (b) An Employee, who has been employed by the Employer for at least one (1) year, and who becomes a parent of one (1) or more children through birth or placement for adoption pursuant to the law of the Province of Nova Scotia, shall, subject to any proof of entitlement which may be required, receive an unpaid leave of absence as per the Labour Standards Code of Nova Scotia upon giving four (4) weeks' written notice of the date that the Employee will begin the leave and the date that the Employee will return to work. In the case of adoption the leave period may be extended by up to four (4) weeks when the necessity for such additional leave is substantiated by appropriate professional opinion.

30.4 *SUB PLAN FOR PARENTAL LEAVE*

The Employer agrees to modify the existing Supplemental Unemployment Benefit Plan, subject to the approval of **the Employment Insurance Act**, such that: When an Employee **becomes a parent** and qualifies for benefits under the Employment Insurance Act related to adoption or **parental leave**, as determined by the Employment Insurance **Act**, **and is not seeking benefits pursuant to Article 30.2**, the benefit payable by the Employer shall be the difference between ninety-five percent (95%) of the Employee's regular salary at the commencement of the leave and the amount the Employee receives from E.I. benefits plus any other earnings from employment, for a maximum period of ten (10) weeks. Any remaining entitlement to leave pursuant to the Labour Standards Code of Nova Scotia shall be without payment from the Employer. In the event that both adoptive parents are employed by the Employer this provision shall have application only to one of those adoptive parents.

30.5 *RETURN FROM PREGNANCY/PARENTAL LEAVE*

- (a) The purpose of approved leaves specified in Article 30.2 and Article 30.3 is to give Employees security of tenure in employment generally, but not necessarily in a particular position. While every effort will be made to reinstate Employees who have been granted leaves of six (6) months or less to their former position, there may be circumstances necessitating the hiring of a continuing replacement, and in this event some other equivalent position in the Department will be made available. To facilitate proper placement planning it is essential that the Employee notify the Employer one (1) month in advance of the date s/he intends to return to work on completion of the approved leave.
- (b) Notwithstanding any supplemental unemployment benefit plan, Pregnancy and Parental Leaves are unpaid leaves of absence.

30.6 *BEREAVEMENT LEAVE*

- (a) In the event of the death of an Employee's spouse, child, or parent, a Regular Employee will be granted a leave of absence of five (5) regularly scheduled consecutive work days. Spouse shall be as defined in Article 1. In establishing entitlement under this article, Employees must specify only one spouse at any point in time.
- (b) In the event of the death of an Employee's sibling, grandparent, grandchild, parent-in law, step-child, a Regular Employee will be granted a leave of absence of three (3) regularly scheduled consecutive work days.
- (c) In the event of the death of an Employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law a Regular Employee shall be granted a leave of absence with pay for one (1) day for the purpose of attending the funeral unless the deceased has lived in the Employee's household, pursuant to Article 30.6 (b). Where the deceased has resided in the

Employee's household for at least twelve (12) consecutive months immediately preceding the date of death, a Regular Employee will be granted a leave of absence of three (3) consecutive days for any of the relatives referred to in this Article 30.6.

- (d) Bereavement Leave will normally be taken immediately following the death but may be postponed in whole or part to accommodate a memorial service held at a later date.
- (e) Special consideration shall be given to an Employee if the time outlined in Article 30.6 (a) or (b) is not sufficient to travel to and from the funeral. In such cases, bereavement leave time may be extended.
- (f) Upon request the Employee shall provide proof of relationship and residence as may be required by the Employer.
- (g) Subject to at least twenty-four (24) hours notice and the need to maintain services as determined by the Employer, Regular Employees, on request, shall be granted up to two (2) hours leave of absence with pay to attend the funeral of a deceased member of the Bargaining Unit.
- (h) For Employees on rotating shifts, it is understood and agreed that references to 'days' as used in this article shall mean regular working days of eight (8) hours.

30.7 *JURY DUTY*

- (a) The Employer shall grant a leave of absence to an Employee who serves as a juror or witness in any court or arbitration proceeding.
- (b) The Employer shall maintain the Employee's regular rate of pay for any time the Employee would otherwise have been at work during such leave, unless:
 - (1) the Employee is the accused or a defendant;
 - (2) the Employee is a defendant in an action by the University against him or her;
 - (3) the Employee is the plaintiff and the University is the defendant;
 - (4) the case arises out of employment by another employer;
 - (5) the case arises out of legal action in relation to their personal affairs.
- (c) In the case of jury duty, the Employer may deduct an amount equal to that which the Employee receives for such jury duty, excluding payment for traveling, meals or other expenses, and the Employee shall present proof of service and the amount of pay received.

30.8 *COMPASSIONATE CARE LEAVE*

Employees will be entitled to unpaid compassionate care leave pursuant to the Nova Scotia Labour Standards Code and its regulations.

30.9 *SERVICE LEAVE FOR RESERVISTS*

Employees will be entitled to unpaid service leave for Reservists pursuant to the Nova Scotia Labour Standards Code and its regulations.

30.10 *PERSONAL LEAVE AND LEAVE FOR EMERGENCIES*

(a) Employees shall be entitled to four (4) hours per calendar year without loss of regular pay to address personal concerns, including professional appointments. Other than for emergencies such time shall be scheduled as mutually agreed between the Employee and Employer. Employees may carry over, to the following calendar year, up to four (4) hours pursuant to this article provided they do not have at least twelve (12) hours of accumulated time pursuant to the Collective Agreement, other than vacation.

(b) The Employer reserves the right to grant paid or unpaid leaves of absence to Employees for emergencies or special circumstances. Any and all benefits provided by this Agreement shall be suspended for the duration of any unpaid leave, except to the extent that there is provision for insured benefits coverage through the Employee's pre-payment of the full premium cost for any such coverage.

30.11 *LEAVE FOR EMPLOYEE MEDICAL DENTAL APPOINTMENTS*

Employees shall make every reasonable effort to schedule medical/dental appointments outside working hours. Where it is not possible to schedule such appointments outside of working hours, a Full-time Employee may be granted up to a maximum of twelve (12) hours leave per calendar year. The Employer may require proof of the need for such leave. These hours will be deducted from the Employee's sick leave entitlement.

ARTICLE 31 - HEALTH AND SAFETY

31.1 *OCCUPATIONAL HEALTH AND SAFETY ACT*

The Employer and Employees shall comply with all the provisions of the Nova Scotia Occupational Health and Safety Act which apply to them and other applicable provincial health and safety legislation.

31.2 *PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING*

(a) Where the Employer deems it desirable in the interests of health or safety for Employees to wear protective clothing or equipment and supplies, the wearing of such shall be a condition of employment.

- (b) The University will have sufficient sets of rain gear available of various sizes, maintain a sufficient stock of fitting coveralls, and keep on hand heavy-duty rubber gloves, rubber boots and leather faced gloves for those who are involved in dirty, heavy or hot work. Rain gear will be issued on a loan basis as needed. Coveralls will be issued on request and replaced when worn out. Gloves will be issued to those who need them, and replaced when worn out. Records will be maintained.

31.3 *WORKPLACE INJURIES DOCUMENTATION*

- (a) All injuries occurring at work shall be reported immediately to the Employee's Supervisor who shall, when warranted, refer the injured Employee to the University's Health Service or to a hospital Emergency Department.
- (b) The Supervisor shall ensure that a Dalhousie University Accident/Incident Report is completed within twenty-four (24) hours of the injury being reported. If a Supervisor is not available, the injury must be reported to Security Services.
- (c) In the event that referral is not warranted but the injury subsequently results in absence from work, the Employee shall provide medical certification for such absence and to substantiate any claims for paid sick leave.

ARTICLE 32 – DISCIPLINE, DISCHARGE AND EMPLOYEE FILE

32.1 *DISCIPLINE FOR CAUSE*

No Employee who has completed her/his probationary period shall be disciplined or discharged except for just cause.

32.2 *ALLEGED UNJUST DISCIPLINE GRIEVANCE*

Where an Employee alleges that s/he has been disciplined contrary to Article 32.1, s/he may file a grievance in accordance with Article 33 of this Agreement.

32.3 *FAILURE TO MEET PERFORMANCE STANDARDS*

Where the Employer deems it necessary to censure an Employee who has completed the probationary period defined in Article 10 in a manner indicating that disciplinary action may follow if such Employee fails to bring her/his work up to a required standard by a given date, the Employer shall provide written particulars of such censure within ten (10) working days to the Employee and a copy to the Union.

32.4 *UNION REPRESENTATION FOR DISCIPLINE/DISCHARGE*

In the event an Employee is disciplined (written warning or suspension only) or discharged by the Employer, s/he shall have the right to have a Union

representative in attendance and shall be provided, within five (5) working days, with a written statement of reasons for the disciplinary action or discharge.

32.5 *DISCIPLINE FOR TARDINESS, UNAUTHORISED BREAKS, OR PATTERN ABSENTEEISM*

For recurring tardiness, or taking unauthorised breaks, or a pattern of absence not explained by a continuing medical condition, an Employee will be disciplined progressively, in the following manner:

- (1) Verbal warning. Written confirmation will be provided to the Employee and the Union.
- (2) Written warning to the Employee with a copy to the Union.
- (3) Suspension without pay up to three (3) working days or twenty-four (24) working hours for those Employees on rotating shifts.
- (4) Immediate discharge.

It is further understood that where there is a prior warning or suspension on record, a further infraction, whether the same or different, shall result in discipline at the next higher step.

32.6 *IMMEDIATE DISCHARGE*

- (a) The Employer may immediately discharge an Employee for just cause, including any of the following offences:
 - (1) being in possession of illegal drugs, consuming or being under the influence of any intoxicant or illegal drug while on duty;
 - (2) falsely claiming paid leave, falsely reporting illness, or fraud;
 - (3) unauthorized possession of the Employer's property, stealing or theft;
 - (4) refusing to obey a direct and legitimate order from the Employer, unless the Employee would be placing her/his safety or the safety of others at risk contrary to Article 31.1;
 - (5) unauthorized disclosure of confidential information related to the business of the Employer or other confidential information relating to clients, other employees or students;
 - (6) threatening, intimidating, harassing, coercing, physically assaulting, or causing physical harm to other employees, clients, students, or others, while on duty or at any time when such action is knowingly directed at another member of the University community or would adversely affect the reputation of the University.

- (7) sexual solicitation or advance of a repeated, persistent or abusive nature.
- (b) Where it is alleged that an Employee who is a member of Security Services (or in other cases where warranted) has committed an offence against any person which falls under (3), (6) or (7) above and the offence has not been committed in the course of employment or against a member of the University community or a client of the University, such that the Employer can properly investigate the matter to meet the standard of proof required below, the Employee may be suspended with pay, until the allegation is proven, dismissed, admitted, withdrawn or until the Employer decides to discharge the Employee.

32.7 *EMPLOYEE FILE*

- (a) Upon the provision of twenty-four (24) hours' notice, an Employee shall have the right to examine, during regular working hours, all documents in his/her personal file except for confidential references recorded or obtained during the employment process, which references shall be held confidential. The Employee may for valid reasons, be accompanied by a Union representative.
- (b) The record of any Employee shall not be used against such Employee following disciplinary action if twelve (12) months have elapsed without further disciplinary action for any reason, save and except where the disciplinary action was for an offence or offences contained in 32.6, in which case the period shall be extended to five (5) years. Discipline relating to sexual harassment, assault, including sexual assault, or theft is not covered by Article 32.7 (b). If an arbitration board upholds or partially upholds a grievance relating to disciplinary action for such offences, only the disciplinary action for the offence sanctioned by the arbitrator shall remain on the Employee's file.
- (c) No Employee shall be required to sign a document which s/he deems unfavorable to her/his employment except to indicate her/his knowledge of such document or receipt of a copy. This shall not pre-empt or override any agreement made between the Parties.

ARTICLE 33 – GRIEVANCES

33.1 *UNION ADVOCATES*

- (a) The Employer acknowledges the right of the Union to appoint or elect Union Advocates, whose duties shall be to assist any Employee whom the Union Advocate represents, in assessing, preparing and presenting her/his grievance in accordance with the grievance process.

- (b) The Union acknowledges that Union Advocates have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of Employees without having first secured permission from their immediate supervisor, or her/his designate excluded from the Bargaining Unit. Such permission shall not be unreasonably withheld. Union Advocates shall state their destination to their immediate supervisor, provide an estimate of how long they will be away from their duties, and shall report again to her/him at the time of their return to work.
- (c) A grievor may, at her/his option, be accompanied by a Union representative at any time s/he is meeting with a representative of the Employer at any step of the grievance process.

33.2 *DEFINITION OF GRIEVANCE*

- (a) A grievance is defined as a difference between the Employer and an Employee or group of Employees covered by this agreement, or between the Employer and the Union, relating to the interpretation, application, or administration, including an alleged violation, of this Collective Agreement.
- (b) A Probationary or Term Employee may be dismissed for any reason at the discretion of the Employer. The termination of a Probationary or Term Employee will not be grounds for a grievance except where it is alleged that the decision to dismiss is arbitrary or discriminatory pursuant to Article 6.

GRIEVANCE PROCESS

Informal Procedure

33.3 An Employee who feels s/he has a grievance shall first discuss the matter with her/his immediate Supervisor excluded from the Bargaining Unit or her/his designate as determined by the Employer. The Employee shall have a Union Advocate present if requested by the Employee. S/he shall advise the Immediate Supervisor within five (5) working days of the date of the event causing the grievance, and the immediate Supervisor shall have five (5) working days to attempt to settle the grievance.

Formal Procedure

33.4 **STEP ONE:** If the grievance is not resolved in the informal procedure, the Employee may, within ten (10) working days of the event giving rise to the grievance, formally present her/his grievance in writing to the Department Head or her/his designate as the first step of the grievance procedure. Such grievance shall be on the prescribed form and shall specify the article alleged to have been violated and the redress sought. The Department Head and her/his designate shall give a written reply to the grievance within five (5) working days from the date of presentation of the grievance to her/him. If the grievance is not then resolved, the Employee may proceed to Step Two.

STEP TWO: Within five (5) working days from the expiration of Step One, the Employee may present her/his grievance in writing to the Director of Employee Relations, Human Resources, as the second step of the grievance procedure. The Director of Employee Relations, Human Resources, or her/his designate shall convene a grievance meeting at a mutually acceptable time and shall give her/his written reply to the grievance within five (5) working days from the date of the grievance meeting.

If the grievance is not resolved by the grievance procedure, the Employee may refer her/his grievance to arbitration as provided in Article 34 hereof, within ten (10) working days of conclusion of the grievance procedure above.

33.5 In any case where the Employee presents her/his grievance in person, or, in any case in which a hearing is held on a grievance at any level, the Employee shall be accompanied by a representative of the Union if requested by the Employee.

33.6 In determining the time in which any step under the foregoing procedures is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded.

33.7 At the request of either party to this Agreement, it may be mutually agreed to extend in writing the time limits specified herein.

33.8 *EMPLOYER OR UNION GRIEVANCE*

When a grievance arises between the Employer and the Union directly, either party may within the five (5) working days of the event giving rise to the grievance, and without interruption of the Employer's business, give to the other, written notice of grievance. In the case of a Union grievance, such grievance shall commence with the presentation of the written grievance to the Director of Employee Relations, Human Resources, or her/his designate, and in the case of an Employer grievance, such grievance shall commence with the presentation of the written grievance to the Union Business Representative. The party against whom the grievance was made shall give an answer in writing within five (5) working days of the grievance meeting or within 5 days of the date the grievance is presented to her/him, whichever is later. Failing satisfactory settlement of the grievance, either party may submit the matter to arbitration as provided in Article 34 and for the purpose of the required time limits thereof, the grievance shall be deemed to have been processed at Step 2 of the employee grievance procedure above. It is the intention of the parties that the procedure provided under this paragraph for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for Employees is not available and it shall not be used to by-pass the regular grievance procedure provided for Employees above.

33.9 *GRIEVANCE PROCEDURE FOR DISCHARGE*

An Employee who is considered by the Union to be wrongfully discharged shall by-pass the informal step of the grievance procedure.

33.10 *CONFORMITY TO PROCEDURES AND TIME LIMITS*

With the exception of the informal procedure set out in Article 33.3, the presentation and processing of any grievance herein, including any arbitration procedures as specified in Article 34, must conform to the applicable procedures and time limits, failing which the grievance shall be considered to have been withdrawn and settled.

ARTICLE 34 – ARBITRATION

34.1 *REFERRAL OF GRIEVANCE TO ARBITRATION*

Where a grievance, including questions as to whether a matter is arbitrable, is not resolved under the process set out in Article 33, either of the parties may, within ten (10) working days of the conclusion of the grievance process set out in Article 33, notify the other party of its intent to submit the matter to arbitration.

34.2 *SINGLE ARBITRATOR*

Where the parties are agreed that a matter should be referred to a single Arbitrator and:

- (1) they are able to agree upon the Arbitrator, then such Arbitrator shall be properly appointed;
- (2) they are unable to agree upon the Arbitrator, then the Minister of Environment and Labour for Nova Scotia shall make the appointment.

34.3 *ARBITRATION BOARD*

- (1) Where the parties have not agreed that a matter should be decided by a single Arbitrator within seven (7) working days of the request for arbitration, it shall be dealt with by an Arbitration Board.
- (2) The party which has requested arbitration shall indicate the name of its appointee to the Arbitration Board.
- (3) The other party shall name its appointee within seven (7) working days.
- (4) The two (2) appointees shall select a Chairperson by mutual agreement.
- (5) In the event that the appointees are unable to agree upon a Chairperson within seven (7) working days, then the Chairperson shall be appointed by the Minister of Environment and Labour for Nova Scotia.

34.4 *POWERS OF ARBITRATOR(S)*

- (a) The Arbitrator(s) may determine her/his (their) own procedure in accordance with the Trade Union Act, and shall give full opportunity to all parties to present evidence and make representations. S/he (they) shall hear and determine the difference or allegation, and shall make every effort to render a decision within thirty (30) calendar days following the hearing. The Union and the Employer may mutually agree to a further extension of up to thirty (30) days.
- (b) In the case of an Arbitration Board, the decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be binding, final, and enforceable on the parties.
- (c) The Arbitrator(s) shall have the power and authority to interpret this Collective Agreement and make decisions and awards with regard to the grievance submitted, including modifying or eliminating decisions of dismissal or disciplinary action.
- (d) Should the parties disagree as to the meaning of the Arbitrator(s) decision, either party may apply to the sole Arbitrator or the Chairperson of the Arbitration Board to clarify the decision which s/he shall make every effort to do within seven (7) working days.

34.5 *COSTS OF ARBITRATION*

Each party shall be responsible for the fees and expenses, if any, of its nominee to the Arbitration Board, but the fees and expenses of the Chairperson or sole Arbitrator shall, after the portion paid by the Department of Environment and Labour is deducted, be shared equally by the parties.

34.6 *TIME LIMITS*

The time limits fixed in the arbitration procedures may be altered by mutual consent of the parties, but the same must be in writing.

34.7 *OTHER AVENUES OF RESOLUTION*

Provided that the Union and Employer agree, conciliation, mediation or a forum for expedited arbitration may be used to resolve a grievance.

ARTICLE 35 – GENERAL

35.1 *WORK ASSIGNMENT*

Work that is within the jurisdiction of Facilities Management shall be performed or co-ordinated exclusively by Facilities Management. Members of the Bargaining Unit shall only be required to perform work assigned by the Assistant Vice-President, Facilities Management or her/his designate.

35.2 *UNIFORMS*

- (a) The Employer's present policy and practice with respect to clothing and equipment shall be maintained during the term of this Agreement. The Employer will reimburse Security Employees their costs for dry-cleaning and waterproofing patrol jackets twice yearly.
- (b) Employees shall wear uniforms when required to do so by the Employer. The uniform design, material and colour shall be selected by a joint committee of the Employer and the Union with equal representation of both. The Employer shall provide, at no cost to the Employee, three (3) sets of uniforms, at the Employer's discretion. Each uniform shall be sized and cut to provide for the comfort, safety and gender of the Employee. Employees shall be responsible for the care of their uniforms, reasonable wear and tear excepted. Replacement uniforms shall be provided by the Employer when existing uniforms become worn or damaged in the course of duty. Uniforms are provided for the Employee's use while on duty and while in the employ of the Employer.

35.3 *SAFETY FOOTWEAR AND UNIFORM FOOTWEAR*

- (a) Security Employees shall be issued one (1) pair of uniform boots or shoes every two (2) years. It is the responsibility of the Employee to maintain such footwear to a reasonable standard set by the Employer. The Employer shall reimburse the Employee for any necessary repairs to the footwear once per year.
- (b) Employees working in Trades, Grounds and Trucking, Mailroom or Custodial set-up crews, or all employees required under the Nova Scotia Occupational Health and Safety Act, shall wear safety footwear at all times in the performance of their duties. Regular post-Probationary Employees shall receive an allowance of up to one hundred dollars (\$100.00) per year toward the cost of CSA approved safety footwear, provided a receipt for the purchase of such footwear, in the amount of at least the amount claimed, is submitted. When a claim has been submitted and paid, the Employee will not be entitled to another claim for one year from the date of payment under this Article 35.3(b). An Employee who has not used their \$100 annual entitlement toward the purchase of safety footwear in a given year may carry over the unused balance to the following year toward the purchase of safety footwear.
- (c) The Employer may require an Employee to replace footwear at any time if in the judgment of the Employer such replacement is required for safety reasons.
- (d) The make and model of footwear shall be at the Employee's discretion so long as it meets appropriate CSA standards.

35.4 *TRADESPERSONS' TOOLS*

(a) In an effort to ensure that tradespersons have quality tools, the University will assist in the purchase of new personal tools to replace those broken while in use at the University in an amount up to half the cost of such tools.

(b) The University shall provide for the filing of carpenter's saws.

35.5 *PAYDAY*

The Employer's present policy and practice with respect to payday shall remain in effect during the term of this Agreement. Each Employee shall notify the Payroll Office of her/his bank account for purposes of payroll deposit. All payments shall be by bank deposit. An employee is responsible for providing the Employer with a minimum of eight (8) working days' notice of any change in her/his banking information. The Employer will pay an employee on the next regular payday following having received such notice of a change in banking information.

35.6 *BULLETIN BOARDS*

The Employer shall provide space on University bulletin boards in agreed upon locations for the posting of Union notices.

35.7 *VEHICLE EXPENSES*

During the term of this Agreement whenever an Employee is authorised to use her/his automobile for work related travel s/he shall receive; for "yellow" areas - \$2.50 per return trip and for "blue" areas - \$3.75 per return trip.

35.8 *NO PYRAMIDING OF PREMIUM PAY OR BENEFITS*

There shall be no pyramiding of any premium paid hours or other benefits under this Agreement unless express provision for pyramiding is made.

35.9 *SPACE FOR UNION MEETINGS*

The Employer shall endeavour to provide space for Union membership meetings on the University's campus.

35.10 *ACCESS TO FACILITIES AND SERVICES*

Employees covered by this Agreement shall continue to have access to facilities and services offered by the University to its staff on the same basis and to the same extent as other non-academic employees of the University.

ARTICLE 36 - TERM OF AGREEMENT

36.1 *EFFECTIVE DATES AND IMPLEMENTATION*

This Agreement shall be effective from July 1, 2014 to June 30, 2017, inclusive. Subject to Article 36.2, all negotiated changes from the previous Collective

Agreement are effective from the date of signing by both parties. Notwithstanding the expiry date, the Collective Agreement shall remain in effect until the parties reach agreement on a new Collective Agreement or a strike or lockout occurs pursuant to the Trade Union Act.

36.2 *RETROACTIVITY*

This Collective Agreement shall only be retroactive in respect of wages. To be eligible for retroactive pay, an Employee must be an employee of the University as of the date of signing by both parties (, 2015) or have retired from the Employer between July 1, 2014 and the date of signing (, 2015).

36.3 *FUTURE LEGISLATION*

In the event that any laws passed by the Legislature applying to Employees covered by this Agreement render null and void any provisions of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of the Agreement.

36.4 *NOTICE TO NEGOTIATE*

Either party may serve notice to negotiate a new Collective Agreement by giving notice in writing to the other party. Such notice will not be given earlier than three (3) months prior to the date of expiry.

Schedule "A"
CLASSIFICATIONS AND RATES OF PAY
 (Page 1)

	Expired Rate	Hourly Rates	Hourly Rates	Hourly Rates
		1-Jul-14 (2%)	1-Jul-15 (1.75%)	1-Jul-16 (1.5%)
<u>OPERATIONS</u>				
*2nd Class Power Eng.	\$29.40	\$29.99	\$30.81	\$31.58
* Electrician	\$26.95	\$27.49	\$28.11	\$28.67
*Instrumentation Mech.	\$26.95	\$27.49	\$29.00	\$30.52
Insulator	\$24.55	\$25.04	\$25.48	\$25.86
*Millwright/Machinist	\$25.73	\$26.24	\$26.81	\$27.33
Plumber	\$25.95	\$26.47	\$26.93	\$27.33
Sprinkler Fitter	\$25.95	\$26.47	\$26.93	\$27.33
Steamfitter	\$25.95	\$26.47	\$26.93	\$27.33
Welder	\$25.95	\$26.47	\$26.93	\$27.33
Mason	\$24.19	\$24.67	\$25.10	\$25.48
Carpenter	\$23.76	\$24.24	\$24.66	\$25.03
Burner Service Mech.	\$23.29	\$23.76	\$24.18	\$24.54
Maintenance Mechanic	\$23.29	\$23.76	\$24.18	\$24.54
3rd Class Power Eng.	\$23.29	\$23.76	\$24.18	\$24.54
2nd Class Refrig. & Rink Op.	\$23.14	\$23.60	\$24.01	\$24.37
Gasfitter	\$25.95	\$26.47	\$26.93	\$27.33
Locksmith	\$21.26	\$21.69	\$22.07	\$22.40
Access Control Mechanic 1	\$24.97	\$25.47	\$25.92	\$26.31
Access Control Mechanic 2	\$19.27	\$19.66	\$20.00	\$20.30
Painter	\$22.80	\$23.26	\$23.67	\$24.03
4th Class Power Eng.	\$20.08	\$20.48	\$20.84	\$21.15
Utility Service Person	\$19.09	\$19.47	\$19.81	\$20.11
Helper 1	\$16.18	\$16.50	\$16.79	\$17.04
Helper 2	\$15.27	\$15.58	\$15.85	\$16.09
Storesperson 1	\$23.02	\$23.48	\$23.89	\$24.25
Storesperson 2	\$19.09	\$19.47	\$19.81	\$20.11
Utility Person	\$16.80	\$17.14	\$17.44	\$17.70
Mail Person	\$16.36	\$16.69	\$16.98	\$17.23
Gardener	\$17.43	\$17.78	\$18.09	\$18.36
Vehicle Operator	\$16.00	\$16.32	\$16.61	\$16.86

CLASSIFICATIONS AND RATES OF PAY

(Page 2)

	Expired Rate	Hourly Rates 1-Jul-14 (2%)	Hourly Rates 1-Jul-15 (1.75%)	Hourly Rates 1-Jul-16 (1.5%)
<u>OPERATIONS</u>				
Groundskeeper	\$15.73	\$16.04	\$16.32	\$16.56
Porter	\$15.55	\$15.86	\$16.14	\$16.38
Custodian	\$15.47	\$15.78	\$16.06	\$16.30

SECURITY SERVICES

Traffic Officer	\$19.76	\$20.16	\$20.51	\$20.82
Security Officer	\$17.92	\$18.28	\$18.60	\$18.88

*** Classification adjustments effective July 1, 2015****PREMIUMS**

‡General Foreperson	\$2.00
‡Working Foreperson	\$1.00
‡Acting Security Supervisor	\$1.50
‡For actual hours worked subject to Article 18.4	

More than one trade certificate \$1.00

APPENDIX "A"
SHIFT ARRANGEMENTS

Operations (Other than Environmental Services):

Day Shift:

The regular work day and regular work week for full-time Employees not working on rotating shifts shall be eight (8) hours and forty (40) hours respectively. For day workers these hours will normally extend from 8:00 a.m. to 4:30 p.m. from Monday through Friday with a one-half (1/2) hour unpaid lunch period.

Rotating Shift:

Full-time Employees working on rotating shifts will work an average of forty (40) hours each week with the average being determined over a specified period of time not exceeding four (4) weeks. General shift schedules in effect at the time of signing this Agreement are acceptable to both parties.

Environmental Services:

The regular work week for all full-time Employees shall consist of five (5) consecutive days, Monday - Friday for a total of forty (40) hours per week. This will not apply to:

- (a) night shifts commencing on Sunday evenings;
and will not necessarily apply to:
- (b) Employees employed in operations being carried out during seven (7) days of the week;
- (c) Part-time and Term Employees.

Security Services:

Day Shift:

The regular work day and regular work week for full-time Employees not working on rotating shifts shall be eight (8) hours and forty (40) hours respectively. For day workers these hours will normally extend from 8:00 a.m. to 4:30 p.m. from Monday through Friday with a one-half (1/2) hour unpaid lunch period.

APPENDIX "A"
SHIFT ARRANGEMENTS

Twelve (12) hour shift arrangement:

- (a) Subject to 17.2, Employees who are assigned a twelve (12) hour shift will be scheduled to work on each of four (4) successive days, to be off work for the four (4) successive days immediately following and to alternate working and non-working periods thereafter.
- (b) Once during each six (6) month period such Employees shall be entitled to one (1) scheduled day shift off with pay at a time to be determined by the Employer after prior consultation with the individual concerned.
- (c) The day shift will normally be worked between the hours of 6:00 a.m. and 6:00 p.m. and the night shift between the hours of 6:00 p.m. and 6:00 a.m. In each of the above four (4) day periods, two (2) days of day shift will normally be followed by two (2) days of night shift.
- (d) Each shift will be of twelve (12) hours duration inclusive of four (4) paid breaks of fifteen (15) minutes each, it being understood that the Employee shall respond without further compensation to any call or assignment during the period of her/his shift.
- (e) Overtime for such Employees shall mean time worked of at least fifteen (15) minutes in excess of their normal twelve (12) hour work shift or on a statutory holiday
- (f) Any 'benefit' days (including but not limited to vacation; sick leave; holidays; scheduled days off with pay pursuant to 17.5) shall be equal to eight (8) paid hours.

APPENDIX "A"
SHIFT ARRANGEMENTS

Custodial Services

5:00 a.m. - 1:30 p.m.	11:00 a.m. - 7:30 p.m.
1:00 p.m. - 9:30 p.m.	12:00 p.m. - 8:30 p.m.
6:00 a.m. - 2:30 p.m.	3:00 p.m. - 11:30 p.m.
7:00 a.m. - 3:30 p.m.	4:00 p.m. - 12:30 a.m.
7:30 a.m. - 4:00 p.m.	5:00 p.m. - 1:30 a.m.
8:00 a.m. - 4:30 p.m.	

Grounds and Trucking:

7:00 a.m. - 3:30 p.m.

Mailroom

7:00 a.m. - 3:30 p.m.

.....

The University agrees that normally it will give two weeks notice to an Employee of any continuing change to her/his shift assignment.

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR
Members of Nova Scotia Government and General Employees Union

Purpose

The purpose of the plan is to supplement employment insurance benefits paid during periods of pregnancy leave to female members of the NSGEU, local 99, employed by Dalhousie University.

Term of Agreement

The term of the plan will coincide with this and future Collective Agreements.

Administration

The University will administer the plan and, subject to the provisions of the Collective Agreement and the provisions contained herein, will be the only authority for determining eligibility for benefits under the plan.

Plan Funding

The University's contribution to the SUB plan will be paid from operating funds. A separate accounting will be maintained on all SUB plan payments. Since no trust fund will be established, the Union's members will have no vested interest in such a fund.

Eligibility

Any Employee of the Bargaining Unit, as defined in the Collective Agreement, having been employed with the University for a minimum of twelve (12) months, who is granted pregnancy leave consistent in timing and duration with the Labour Standards Code of Nova Scotia, will be eligible for benefits under the plan, provided the Employee has registered at and complied with the reporting requirements of the Employment Insurance Commission and the University, and qualifies under the Employment Insurance Act for employment insurance benefits and supplementary benefits as outlined herein.

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR

Members of Nova Scotia Government and General Employees Union

Benefit

The benefit payable by the University under the SUB plan is a weekly amount, which combined with the employment insurance benefit and any other earnings from employment, will equal 95% of the Employee's normal authorized pro-rated annual salary from service with the University at the commencement of the pregnancy leave. Benefits will be paid up to a maximum of fifteen (15) consecutive weeks preceded by an employment insurance waiting period of two (2) weeks. The Employee will receive as the sum total of SUB payments and any other earnings, a maximum benefit equal to 95% of her normal university salary during the waiting period since employment insurance benefits will not be paid. All amounts paid under the plan will be subject to normal income tax deductions.

Benefit Non-Entitlement

1. Total benefits are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act.
2. Benefits are not payable if:
 - (a) the Employee has been dismissed or suspended without pay as per Article 32 of the Collective Agreement;
 - (b) the Employee has terminated her employment through resignation;
 - (c) an application is made during a period when the Employee is currently on strike, participating in picketing or concerted work interruptions;
 - (d) the Employee is on an approved leave of absence without pay;
 - (e) the Employee is receiving insurance benefits under the University's long term disability program.

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR

Members of Nova Scotia Government and General Employees Union

Application for Benefits

An Employee may make application to the University for pregnancy leave commencing at any time during a period of ten (10) weeks immediately preceding the specified week of birth. Application should also be made at the same time to the Employment Insurance Commission so that the employment benefits may commence at the end of the two (2) week waiting period.

A claimant for benefits under this plan must sign an undertaking with the University on the prescribed form (included in this Appendix "B") providing that:

- (a) she will return to work on the working day immediately following the expiry date of her pregnancy leave, or any authorized extension thereof, and
- (b) she will remain in the employ of the University for at least seventeen (17) weeks following her return to work, and
- (c) should she fail to return to work as provided under (a) above the University, at its option, may require her to repay the full amount of Supplementary Employment Benefits received during the entire period, and
- (d) should she leave the University's employ before seventeen (17) weeks have elapsed as provided under (b) above the University, at its option, may require her to repay a proportion of such benefits equal to that proportion of the seventeen (17) week period she has not worked.

Benefit Adjustment

If the University determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the University to the Employee.

APPENDIX "B"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN
FOR

Members of Nova Scotia Government and General Employees Union

Other Staff Benefits

A Full-time or Regular Part-time Employee shall continue to participate in the group life insurance, long term disability insurance, pension plan and may continue the dental plan, voluntary group term life insurance, voluntary personal accident insurance and Blue Cross major medical plan. The Employee's portion of the applicable premiums and pension contributions would be deducted from the Supplementary Employment Benefit payments made by the University up to a maximum of seventeen (17) weeks.

Although eligibility for long term disability benefits is maintained, benefit payments will not be made during the term of the pregnancy leave.

Modifications

The University will inform Human Resources Development Canada of any changes in the plan within thirty days of the effective date of the change.

Interpretation/Grievances

No question involving the interpretation or application of the Canada Employment Insurance Commission portion of the benefit will be subject to the formal grievance procedure provided for in the Collective Agreement between the University and the NSGEU, local 99, acting as bargaining agent for the Employees covered by the plan.

APPENDIX "B"
SUPPLEMENTARY EMPLOYMENT BENEFITS CLAIM/UNDERTAKING
(per Collective Agreement with Dalhousie/Nova Scotia Government and General Employees Union)

TO: _____ (Department Head)
[Please print or type]

FROM: _____ (Claimant)
[Please print or type]

This will advise you that I am eligible for pregnancy leave and Supplementary Employment Benefits as specified in Article 31 and Appendix "B" of the above-noted Collective Agreement and hereby claim such leave and benefits for the period 20__to _____20__ inclusive.

In consideration of the foregoing I hereby undertake:

- (a) to return to work following conclusion of my leave, or any authorized extension thereof, and
- (b) to remain in the employ of the University for a period of at least seventeen (17) weeks from that date.

If these two (2) conditions are not met, I understand and agree that the University, at its option, may require me to repay, in the first instance

- (a) the full amount of Supplementary Employment Benefits received during the entire period of my leave, and in the second instance
- (b) a proportion of such benefits equal to that proportion of the seventeen (17) week period which I have not worked.

Claimant's signature

Department Head's signature

Date of Claim

Date of Approval

(Please attach original approved copy of this form to appropriate Employee Payroll Information Profile)

MEMORANDUM OF UNDERSTANDING

BETWEEN: DALHOUSIE UNIVERSITY ("Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES
UNION, Local 99 ("Union")Re: Service Awards/Former TUNS Employees

The provisions of this Memorandum of Agreement shall apply only to Employees in the Bargaining Unit who were employees of TUNS on March 31, 1997, employed on September 14, 1981, and shall not apply to any employee hired after September 14, 1981.

- (a) A person who is retired or who is about to be retired because of age or mental or physical incapacity shall be granted an award, the equivalent of five (5) calendar days pay at his then salary for each completed year of service. For example: A person with twenty-two (22) years service would be eligible to receive an amount equal to:

$$\frac{5 \times 22 \times \text{Last Yearly Salary}}{365}$$

- (b) If a person dies while still employed in the Employer's service, and if he would have been entitled to the Retiring Service Award had he retired from the Employer's service immediately prior to his death, the amount to which he would be entitled shall be paid to the person who is eligible to receive the deceased pension benefits or to his estate if there is no such beneficiary.

The salary which shall be used to calculate the amount of the Service Award in accordance with this Agreement shall be the salary which the Employee was receiving on the date of the termination of his employment.

For the Employer

Órla McDevitt

Maureen Gillis

For the Union

Darryl Warren

Chris Cullum

Dated **23 November, 2015**

MEMORANDUM OF UNDERSTANDING

BETWEEN: DALHOUSIE UNIVERSITY ("Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES
UNION, Local 99 ("Union")

Re: Former TUNS Employees - Vacation

The above named parties agree that for those Employees who were employees of TUNS as of March 31, 1997, and who have not had a break in employment with the University, the practice of taking vacation in the year in which it is earned shall be continued, it being understood that any vacation taken but not earned shall be re-paid by the Employee to the University upon termination or retirement.

For the Employer

Órla McDevitt

Maureen Gillis

For the Union

Darryl Warren

Chris Cullum

Dated **November 23, 2015**

MEMORANDUM OF UNDERSTANDING

BETWEEN: DALHOUSIE UNIVERSITY ("Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES
UNION, Local 99 ("Union")

Re: Work Assignment

The above named parties agree as follows:

Notwithstanding Article 15.1, the Employees listed below may be relocated temporarily in an emergency or in periods when regular University classes are not being held (including Christmas, Easter and March breaks, and the period from spring examinations to the commencement of classes in the fall). For the purposes of this clause, emergency includes fires, floods, health hazards, one-time projects (special events such as V.I.P. visits or building openings), building closures or a shortage of Employees due to illness in a building of one-half (1/2) its normal complement or three (3) Employees absent whichever is less. At the conclusion of temporary assignment, the Employees will return to their regular work location.

****Names Omitted for Privacy Purposes**

It is mutually agreed that this commitment to the named Employee will expire when s/he applies for and receives another position, the building is sold, or no longer exists, or his/her employment terminates.

For the Employer

For the Union

Órla McDevitt

Darryl Warren

Maureen Gillis

Chris Cullum

Dated **November 23, 2015**

MEMORANDUM OF AGREEMENT

BETWEEN: DALHOUSIE UNIVERSITY ("Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,
Local 99 ("Union")

RE: Pension Plan

Whereas:

- A. The Government of Nova Scotia has granted permanent solvency relief to University Pension Plans, and
- B. The Parties appreciate that this will result in welcome relief from onerous solvency payments; this privilege carries an added obligation on the Parties to act responsibly to explore opportunities to improve upon the Dalhousie University Staff Pension Plan ("Plan")

Therefore:

1. The Parties will meet at a Joint Committee to investigate improvements to the governance and structure of the Dalhousie University Staff Pension Plan ("Plan")

The parties acknowledge that DFA, NSGEU (Local 77) and DPMG have agreed to participate in this committee.

2. The Joint Committee shall consider the current Plan governance model and shall prepare a report making recommendations on the future of the following governance features:
 - a. The Pension Advisory Committee (PAC)
 - b. Sub-PAC, the subcommittee of PAC
 - c. The Trustees of the Retirees Trust Fund (RTF)
 - d. The Trustees of the Pension Trust Fund (PTF)
 - e. Selection of Actuary, and
 - f. Any other governance feature of interest to either Party
3. The Joint Committee shall consider the following aspects of the current Plan and shall prepare a report making recommendations on the future of the following features:
 - a. Rule 17 Termination Benefits (SOCC)
 - b. Rule 13A Past Service Contributions (one and two times contributions)
 - c. Rule 9(a) Transfer of Assets to the Retirees Trust Fund
 - d. Rule 1(r) Definition of Interest (3 year rolling average), and

- e. Any other feature of any interest to either Party
4. The report of the Joint-Committee, addressing at least those Plan features that are identified in this MOA, shall be submitted to the Parties and PAC within 12 months of the date that this Collective Agreement is signed. The report may contain recommendations to PAC for changes to the Plan.

For the Employer

For the Union

Órla McDevitt

Darryl Warren

Maureen Gillis

Chris Cullum

Dated: **23 November, 2015**

Index of MOU Local 92 (99)

Definitions

Section 1 – Probationary Employees

Section 2 – Grandparented Term Employees

Section 3 – Service and Seniority

Section 4 – Lay-off and Severance Payment

Section 5 – Hours of Work and Overtime

5.01 – Hours of Work

5.02 – Split Shifts

5.03 – Overtime Compensation

Section 6 – Insured Benefits

6.01

6.02

6.03

Section 7 – Vacation

7.01 – Vacation Entitlement

7.02 – Vacation Carry over (Designated Employees Only)

7.03 – Vacation Carry Over (Other than Designated Employees)

7.04 – Accumulative Vacation Carry Over (Designated Employees Only)

Section 8 – Pension Plan

8.01

8.02

8.03

Section 9 – Leaves of Absence

9.01 – Family Illness Leave (Employees hired before Ratification)

9.02 – Bereavement Leave (Employees hired before Ratification)

9.03 – Leave for Ongoing Treatments (Employees hired before Ratification)

9.04 – Leave for Medical and Dental Appointment (Employees hired before Ratification)

9.05 – Pregnancy, Parental and Adoption Leaves

Section 10 – Sick Leave

10.01 – Sick Leave Transition

10.02 – Employees on Civil Service Short Term Illness

Section 11 – Public Service Award (Designated Employees Only)

11.01 – Public Service Award

11.02 – Entitlement

11.03 – Death Prior to Retirement

11.04 – Calculation of Award

Section 12 – Relief Employees

Section 13 – Wage Increases and Lump Sum Payments

Section 14 – Job Classification Appeal Process

Section 15 – Exclusions and Bargaining Unit Determination

**MEMORANDUM OF AGREEMENT “MOA”
BETWEEN:
DALHOUSIE UNIVERSITY (“Employer”)
-and-
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION (“Union”)**

RE: Merger of former Nova Scotia Agricultural College (NSAC) with Dalhousie University pursuant to the *Dalhousie University – Nova Scotia Agricultural College merger Act*

WHEREAS the former Nova Scotia Agricultural College merged with Dalhousie University effective September 1, 2012; and

WHEREAS the Employer and the Union entered into merger discussions with the goal of merging certain employees at the former NSAC covered by the terms of the Civil Service Master Agreement (NSGEU Local 92) into the NSGEU Local 77 and NSGEU Local 99 bargaining units at Dalhousie University;

BE IT RESOLVED, the following document forms a tentative agreement outlining terms and conditions of employment for the Local 92 employees merging into Local 99, subject to Ratification by the Union and by the Employer.

Effective on the date of Ratification by both parties to this tentative agreement, the provisions of the NSGEU Local 99 collective agreement apply to Agricultural Campus employees who are merged into the NSGEU Local 99 bargaining unit except to the extent specifically modified within this Memorandum of Agreement.

DEFINITIONS

“Local 99” means NSGEU Local 99, the Facilities Operational Support bargaining unit at Dalhousie University.

“Local 92” means NSGEU Local 92, the Clerical and Related bargaining unit, Technical and Service bargaining unit, Professional bargaining unit, and employees covered by the Research Classification and Pay Plans at the Dalhousie University Agricultural Campus.

“Agricultural Campus” means the former Nova Scotia Agricultural College which merged with Dalhousie University effective September 1, 2012 to become the Agricultural Campus of Dalhousie University.

“Civil Service Master Agreement” means, for the purposes of this MOA, the Civil Service Master Agreement with the term of April 1, 2010 to March 31, 2012.

“Employee” means an employee at the Agricultural Campus of Dalhousie University who was a member of NSGEU Local 92 before Ratification and who became a member of the Local 99 bargaining unit.

“Designated Employee” means a person defined as such under the *Dalhousie University - Nova Scotia Agricultural College Merger Act* who:

(i) was an employee in the public service of the Province working at or providing services to the Department of Agriculture immediately before the coming into force of this Act,

(ii) was appointed in accordance with the Civil Service Act, and

(iii) is designated by the Minister to become an employee of the merged university.

“Grandparented Term Employee” means an Employee hired before Ratification who is employed in an assignment of work that is anticipated to be or turns out to be at least thirty-nine (39) weeks but not more than one-hundred and four (104) weeks (two (2) years). Section 7 of this MOA shall apply to Grandparented Term Employees. Term employees hired on or after Ratification will be covered by the provisions of the Local 99 collective agreement and are not covered by this MOA.

“Ratification” means date of Ratification of this MOA by both parties.

SECTION 1 - PROBATIONARY EMPLOYEES

Probationary Employees hired before Ratification will be grandparented with probationary language outlined in Articles 11.01 – 11.04 of the Civil Service Master Agreement. Employees hired on or after Ratification will be hired under Article 10 of the Local 99 collective agreement.

SECTION 2 - GRANDPARENTED TERM EMPLOYEES

2.01 Grandparented Term Employees

Grandparented Term Employees shall continue to be covered by Sections of this MOA except for Section 4. In accordance with Article 11 of the Local 99 Collective Agreement a Grandparented Term Employee shall become a Regular Employee if their term appointment exceeds two (2) years provided the Employee has already served their probationary period.

A Grandparented Term Employee’s employment may be terminated upon fifteen (15) working days notice.

SECTION 3 – SERVICE AND SENIORITY

Employees hired before Ratification by both parties will maintain their service and seniority accrued to that date. Such accrued service to Ratification shall be in accordance with Article 1.02 of the Civil Service Master Agreement. Service and seniority on or after Ratification shall accrue in accordance with the terms of the Local 99 collective agreement. Service that Designated Employees accumulated while in the Civil Service will remain with the employee even if they resign or retire from the University and return to the Agricultural Campus at a later date.

SECTION 4 – LAY-OFF AND SEVERANCE PAYMENT

The following lay-off notice and severance pay shall be applicable to Regular Employees (Permanent Employees – Civil Service Master Agreement) classified as such before Ratification:

- (a) Notice of layoff shall be in accordance Article 37.14 of the Civil Service Master Agreement.
- (b) An employee may resign with severance and forego recall rights during their notice of layoff or during the first four (4) months on the recall list as outlined in the Local 99 collective agreement. An Employee who has elected displacement rights under Article 16.3 of the Local 99 collective agreement shall not be entitled to severance pay. The Employee who resigns with severance shall be granted severance pay equal to four (4) weeks for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of four (4) weeks pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service.

SECTION 5 – HOURS OF WORK AND OVERTIME

5.01 Hours of Work

- (a) Employees currently classified as Janitor, Janitor-in-Charge, and Utility Truck Driver will begin working 40 hours per week effective July 1, 2015 with a blended annual salary as follows. These employees will be compensated at the hourly rate of pay which was effective April 1, 2012 for the first 35 hours of work and the applicable Local 99 hourly rate of pay for the remaining 5 hours. Effective July 1, 2015, these employees will not be eligible for the additional lump sum as per Section 13 of this Memorandum of Agreement.
- (b) An Employee whose regular work week is 35 hours per week before Ratification will continue to have a regular 35 hour work week unless there is mutual agreement between the employee and the department head (or designate) to increase to a regular work week of forty (40) hours. The union shall be notified

twenty (20) working days in advance of such a change in the regular weekly hours of work.

- (c) Employees working a modified work week arrangement before Ratification will continue to work the modified work week unless it is not operationally feasible to continue. Any change in hours of work schedule will be in accordance with the terms of the Local 99 collective agreement.

5.02 Split Shifts

Employees shall not have a split shift longer than the regularly scheduled meal period unless mutually agreed by the employee and the employer.

5.03 Overtime Compensation

Overtime for employees who are red-circled, or who are covered by Section 5.01 (a) of this MOA will be calculated using their April 1, 2012 red circled hourly rate of pay.

SECTION 6 – INSURED BENEFITS

- 6.01 Effective July 1, 2015 (or other alternative date as agreed between the parties) the Employer agrees to provide the integrated insured benefits plans and premium structure referred to in Article 23.2 of the Local 99 collective agreement.

However, any Employees who are on long term disability (LTD) before Ratification will remain in the Nova Scotia Public Service Long Term Disability Plan and benefit plans until their coverage is terminated under such plan. These Employees will retain their rights to placement and severance as provided in such plan. Subsequent to any successful return to work these employees will be covered by the Dalhousie LTD plan in accordance with the terms of such plan.

- 6.02 The Employer agrees to grandparent the coverage of Employees hired before Ratification who are prescribed Tier 2 drugs for one (1) year from the transfer date as per Section 6.01. All new prescriptions will be reimbursed based on the corresponding drug tier.

SECTION 7 - VACATION

7.01 Vacation Entitlement

- (a) All Employees hired before Ratification shall continue to accrue and use vacation in accordance with the Civil Service Master Agreement up to May 31, 2015. Thereafter, they will accumulate vacation in accordance with section 7.01 (d) below. However, they will continue to take vacation in the year it is earned.

- (b) All employees hired on or after Ratification or June 1, 2015, whichever is earlier, will be covered by the applicable vacation provisions of the Local 99 collective agreement.
- (c) Effective June 1, 2015, Employees will receive 3 days off (designated by the President of the University), without loss of pay (based on a regular work day as outlined in the collective agreement) between Boxing Day and New Year's Day, or days off in lieu at a later date in accordance with Article 17.5 of the Local 99 collective agreement. This entitlement includes the days off referenced in Article 17.5 of the Local 99 collective agreement. For part-time Employees, such entitlement shall be pro-rated.
- (d) The merged entitlement, effective June 1, 2015, inclusive of the 3 days off under section 7.01 (c) above, will be as follows:
 - (i) Article 26.2 (a) of the Local 99 collective agreement – Less than one (1) year – max 10 days plus 3 days as outlined above
 - (ii) Article 26.2 (b) of the Local 99 collective agreement – After 1 year – 15 vacation days plus 3 days as outlined above
 - (iii) Article 26.2 (c) of the Local 99 collective agreement – Year in which 9th anniversary falls – 20 vacation days plus 3 days as outlined above.
 - (iv) Article 26.2 (d) of the Local 99 collective agreement – Year in which 19th anniversary falls – 25 vacation days plus 3 days as outlined above

(The entitlement to an additional week of vacation under sub-sections (iii) and (iv) above is based on the practice of taking vacation in the year it is earned at the Agricultural Campus)
- (e) Employees whose current vacation entitlement exceeds the above before Ratification, shall retain the number of vacation days they are currently entitled to (inclusive of the three (3) days off) until their entitlement under the formula above meets or exceeds their current entitlement.
- (f) For the period April 1, 2015 to May 31, 2015 (2 months), Local 92 employees will receive a prorated vacation entitlement amount under the terms of the Civil Service Master Agreement. Effective June 1, 2015, employees will accrue and use vacation as outlined in sub section 7.01(d) above with the standard vacation year of June 1 to May 31.
- (g) Effective June 1, 2015, all Employees who have accrued 20 years or more of service as of May 31, 2015, but less than or equal to 24 years will be provided 2 additional vacation days after reaching 24 years of service (maximum of 27 vacation days plus 3 days as outlined above).

7.02 Vacation Carry Over (Designated Employees Only)

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Department Head or designate, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the employee to the Department Head or designate not later than March 31st of the year in which the vacation is earned, provided however that the Department Head or designate may accept a shorter period of notice of the request. The Department Head or designate shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee who is unable to take vacation within the vacation year due to illness or injury leave or pregnancy/parental/adoption leave shall be entitled to carry over this unused vacation to the subsequent year.

7.03 Vacation Carry Over (Other than Designated Employees)

Employees at the Agricultural Campus who take vacation in the year it is earned may carry over ten (10) days.

7.04 Accumulative Vacation Carry Over (Designated Employees Only)

- (a) An employee may be granted permission to carry over five (5) days of vacation leave each year to a maximum of twenty (20) days if, in the opinion of the Department Head or designate, it will not interfere with the efficient operation of the Department.
- (b) The scheduling of any vacation carry over accumulated pursuant to section 7.03(a) is subject to authorization and scheduling in accordance with Article 26.3 of the Local 99 Agreement.

SECTION 8 - PENSION PLAN

- 8.01 Employees hired prior to June 5, 2015 who participated in the Public Service Superannuation Plan (PSSP) pursuant to Article 35 – Pension, of the Civil Service Master Agreement, will remain in the PSSP subject to the plan's eligibility requirements.
- 8.02 Employees hired on or after Ratification will become members of the Dalhousie University Staff Pension Plan.

SECTION 9 – LEAVES OF ABSENCE

9.01 Family Illness Leave (Employees hired before Ratification)

- (a) In the case of illness of an Employee's parent, spouse, child, or any other relative of the Employee who permanently resides with the Employee, the Employee may

be granted leave with pay for up to five (5) days per calendar year for the purpose of caring for such family member(s) provided such family member(s) requires care and no one other than the Employee can provide such care. The Employer may require proof of the need for such leave as they consider necessary. Such time will be deducted from the employee's sick leave.

- (b) In the case of preventative medical and dental care for an Employee's parent, spouse, child, or any other relative of the Employee who permanently resides with the Employee, the Employee may be granted, after notifying his/her department head or designate, approval to access family illness leave. The department head may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

9.02 Bereavement Leave (Employees hired before Ratification)

- (a) In the event of a death of a spouse, a parent, a child (including step-child), ward of the employee, grandchild or a relative permanently residing in the Employee's household or with whom the Employee permanently resides, an Employee so bereaved shall be allowed leave with pay not exceeding five (5) working days. The days shall normally be consecutive, and shall be taken at the time of death, funeral or memorial service.
- (b) In the event of a death of a parent-in-law, grandparent, sibling (including step-sibling and half-sibling), son-in-law, daughter-in-law or step-parent, an Employee so bereaved shall be allowed leave with pay not exceeding three (3) working days. The days shall normally be consecutive, and shall be taken at the time of death, funeral or memorial service.
- (c) In the event of the death of an Employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee, an Employee shall be granted leave of absence with pay for one (1) day for the purpose of attending the funeral.
- (d) If the location of the funeral or memorial service is more than two hundred (200) kilometres away from an Employee's residence, an employee may be granted time to attend, in addition to the time outlined in Section 9.02 (b) or (c), for the actual time it takes to travel to and from such location, to a maximum of two (2) days.
- (e) If there is a death in an Employee's family as defined under (a), (b), (c) or (d) while the Employee is on vacation, the Employee is entitled to use bereavement leave, pursuant to (a), (b), (c) or (d), rather than vacation days as scheduled.
- (f) Request for such leave must be directed to the Employee's immediate supervisor.

9.03 Leave for Ongoing Treatments (Employees hired before Ratification)

While employees are to make every reasonable effort to schedule medical/dental treatments outside working hours (subject to the entitlement outlined above), Employees who are participating in a scheduled ongoing series of medical treatments or therapy, when required further to medical certification from a qualified medical practitioner verifying that such treatments are necessary in order for the employee to continue to work, may use sick leave credits for such purpose. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed 30 calendar days.

9.04 Leave for Medical and Dental Appointment (Employees hired before Ratification)

Employees shall be allowed paid leave of absence up to two (2) work days (fourteen(14) hours for employees whose regular work hours are 1820 hours per year and sixteen(16) hours for employees whose regular work hours are 2080 hours per year) per year in order to engage in personal preventative medical and dental care. Such leave will be debited against sick leave credits. For Local 99 members, this time is inclusive of the four (4) hours outlined in Article 30.10 (a) of the Local 99 collective agreement.

9.05 Pregnancy and Parental Leaves

- (a) Employees hired before Ratification by both parties who commence Pregnancy Leave or Parental Leave as prescribed by the Labour Standards Code of Nova Scotia, shall continue to accrue and accumulate service and seniority by the duration of her/his leave provided there is no additional cost to the employer during the leave period. For example, Employees do not accumulate vacation during such leaves.
- (b) Any employee who is on pregnancy and/or parental leave before Ratification will continue the existing cost-share arrangement with the employer of insured benefit premiums and pension contributions for the duration of their leave.

SECTION 10 - SICK LEAVE

The following shall apply to Employees hired before Ratification.

10.01 Sick Leave Transition

- (a) For Employees with less than one year of service, sick leave will be paid at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence.

- (b) For Employees with one year but less than five (5) years of service, Employees will be credited with 100 days of paid sick days at 100% salary.
- (c) For employees with five (5) years or more of service, Employees will be credited with 100 days of paid sick days and an additional 15 days for each year of service (pro-rated) to a maximum of 200 days at 100% salary.

SECTION 11 - PUBLIC SERVICE AWARD (DESIGNATED EMPLOYEES ONLY)

11.01 Public Service Award

- (a) An employee who ceases to be employed either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a pro-rated payment for a partial year of service.
- (b) The amount of Public Service Award shall be calculated by the formula:

Annual Salary = 1 week

52

11.02 Entitlement

- (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total service as defined in Section 11 of this MOA and Article 13 of the Local 99 collective agreement.
- (b) In addition to the months of service upon which an employee's Public Service Award is calculated, the months of prior war service purchased by an employee in accordance with the amendment of Section 11 of the *Public Service Superannuation Act* shall be included as months of service for the purpose of the Public Service Award entitlement calculation.
- (c) An employee who resigns with severance is not entitled to a Public Service Award.

11.03 Death Prior to Retirement

Where an employee dies and he/she would have been entitled to receive a Public Service Award if he/she had retired from the Employer immediately before his/her death, the Public Service Award to which he/she would have been entitled shall be paid:

- (a) to his/her beneficiary under the Group Life Insurance Policy, or
- (b) to his/her estate if there is no such beneficiary.

11.04 Calculation of Award

The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of his/her employment or the salary used in the calculation of a pension under the *Public Service Superannuation Act*, whichever is greater.

SECTION 12 - RELIEF EMPLOYEES

Employees who are classified as Relief Employees before Ratification will be grandparented with the status of "Relief Employee" and shall continue to be in the bargaining unit. The provisions of the Memorandum of Agreement dated May 26, 2015 shall apply.

SECTION 13 – WAGE INCREASES AND LUMP SUM PAYMENTS

The following economic increases shall apply:

Effective April 1, 2012

2% increase applied to all April 1, 2011 Civil Service Master Agreement Pay Plans applicable to Employees.

Effective July 1, 2013

Place Employees on the Local 99 classifications and pay scales.

- (a) Employees who receive an increase less than 1.75% on their hourly rate when moved to the Local 99 wage scales effective July 1, 2013, will receive the difference between 1.75% and such increase in a one-time lump sum payment (pro-rated for Employees who have left the employ of the University).
- (b) Employees whose hourly rate of pay is greater than the hourly rate of pay of the Local 99 pay scale in Schedule "A" (with the additional 2% pension offset) of the Local 99 Agreement will be "red-circled", that is, the hourly rate will be maintained without increases until such time as the hourly rate of pay for the Local 99 classification equals or exceeds the Employee's hourly rate of pay. An Employee who is red circled will receive annual lump sum payments as follows (pro-rated for Employees who have left the employ of the University):
 - (i) On July 1, 2013, a lump sum payment equivalent to 1.75% of their regular annual salary;

- (ii) An Employee who remains red circled on June 30, 2014 will receive a monthly lump sum payment equal to the annual negotiated economic increase applied to his/her new classification on July 1, 2014, July 1, 2015 and July 1, 2016. Such lump sum payments shall cease when the employee's salary no longer exceeds the salary for their classification on the Local 99 scale after the application of economic increase.
- (iii) Employees who will remain red circled after June 30, 2017 (names to be listed by agreement) will be compensated for their future loss of salary by paying them lump sum payments monthly on July 1, 2017, July 1, 2018 and July 1, 2019 based on the following formula:

If on June 30, 2017, an employee's red circled annual salary is more than the Local 99 annual salary by an amount in the following ranges, the employee shall receive the corresponding lump sum payment (pro-rated to a monthly rate) for each year commencing effective July 1, 2017.

<u>Range</u>	<u>Lump Sum Payment</u>
\$0 up to \$1,000	\$500
More than \$1,000 up to \$2,000	\$1,000
More than \$2,000 up to \$5,000	\$2,000
More than \$5,000 up to \$10,000	\$3,000
More than \$10,000	\$4,000

This formula shall apply on July 1, 2018 and July 1, 2019.

- (iv) All lump sum payments shall be pensionable income subject to the terms of the applicable pension plan.

SECTION 14 – JOB CLASSIFICATION APPEAL PROCESS

- (a) An Employee who disputes their classification may, within ten (10) working days of receipt of a letter from the Employer advising them of their Local 99 job classification result, appeal to an adjudicator as agreed upon between the Union and Employer. The appeal to an adjudicator shall be made in writing to the Director of Finance and Administration, Facilities Management. The parties agree to Dane Percy as adjudicator and Bruce McCharles as alternate, subject to their agreement to accept such an appointment.
- (b) The adjudicator is authorized to classify the position and place them appropriately for the purpose of pay in the classification covered by the Local 99 collective agreement or determined to be a new classification and subject to the provisions of Article 2.3 of the Local 99 collective agreement. The Parties will present to the adjudicator. The role of the union representative and the employer representative is to bring forward information relevant to the

incumbent's position, or other positions s/he feels are relevant, for the adjudicator's consideration, and which will aid the adjudicator in classifying the position. The adjudicator shall have access to all information about job content in order to render his/her final and binding decision. The incumbent and supervisor may attend the appeal meeting. The Union and Employer shall share equally the cost of the adjudicator and meeting space. The adjudicator's authority ends with appeals pursuant to this section.

- (c) If the appeal process results in a change in classification and an increase in hourly rate of pay for the employee, it shall be effective from July 1, 2013.

SECTION 15 – EXCLUSIONS AND BARGAINING UNIT DETERMINATION

As agreed upon in a separate letter by the Parties, the placement of Civil Service classifications in either Local 77 or Local 99 and agreed exclusions from the bargaining unit shall be confirmed.

**MEMORANDUM OF AGREEMENT “MOA”
BETWEEN:
DALHOUSIE UNIVERSITY (“Employer”)
-and-
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION (“Union”)**

RE: Grandparented Relief Employees

WHEREAS the former Nova Scotia Agricultural College merged with Dalhousie University effective September 1, 2012; and

WHEREAS the Employer and the Union entered into merger discussions with the goal of merging certain employees at the former NSAC covered by the terms of the Civil Service Master Agreement (NSGEU Local 92) into the NSGEU Local 77 and NSGEU Local 99 bargaining units at Dalhousie University;

BE IT RESOLVED, that **(Name omitted for Privacy Purposes)**, Safety and Security Officer at the Dalhousie Agricultural Campus, will maintain her status as a permanent Relief Employee effective the date of ratification by the parties of the tentative agreement Memorandum of Agreement, Re: Merger of former Nova Scotia Agricultural College (NSAC) with Dalhousie University pursuant to the *Dalhousie University – Nova Scotia Agricultural College merger Act*, with the following terms and conditions.

- (1) **(Name omitted for Privacy Purposes)** will be classified and referred to as a Relief Employee in this MOA. She will be a Relief Employee until she becomes a Regular Full-time/Part-time Employee or her employment ceases.
- (2) All sections of the Memorandum of Agreement Re: Merger of former Nova Scotia Agricultural College (NSAC) with Dalhousie University pursuant to the *Dalhousie University – Nova Scotia Agricultural College merger Act* will continue to apply to the Relief Employees on a pro-rated on the basis of hours worked, except for Section 1 and Section 2. Section 4 shall apply to Relief Employees if they become Regular Employees.
- (3) All Articles of the Local 99 Collective Agreement shall apply to Relief Employees except as follows:
 - (i) Probationary Period – (Article 10) - Relief Employees shall be deemed to have served their probationary period.
 - (ii) Term Employee – Article 11
 - (iii) A Relief Employee shall be offered a Regular position upon completion of three-thousand, two hundred and ninety (3,290) regular hours worked (excluding overtime) in any twenty-four (24) consecutive months, regardless of any interruption in service. The twenty-four (24) month period will be

extended by any period that the Relief Employee is off for longer than twenty (20) consecutive working days due to an approved workplace injury or pregnancy leave.

- (iv) Seniority - Article 13 – Relief Employees shall accumulate seniority in the same way as Regular Employees.
 - (v) Job Posting – Relief Employees may apply for job postings to be considered with Term Employees, except for the Agricultural Campus, where number (6) of this MOA shall apply.
- (4) Relief Employees will continue to be offered safety officer work at the Agricultural Campus, before it is offered to other Security Officers at any Dalhousie Campus, including but not limited to, backfill for vacation, statutory holidays, sick leave, short term illness, long term disability, secondments, leaves of absence, hiring gaps, employee training, unpredictable or temporary requirements like jury or high-risk trials, increased short-term demand for service, or increased short-term client needs at residential facilities. Relief Employees will also be offered work pursuant to the grievance settlement to Union grievance P-13-1154 before other Security Officers.
- (5) Relief Assignment Scheduling
- (i) Scheduled relief assignments, or work pursuant to number (4) above, which is known at the time of scheduling, will be assigned to the most senior Relief Employee up to 40% of full-time hours for the month. Then the less senior Relief Employee will be assigned up to 40% of full-time hours for the month. Any remaining work which is known at the time of scheduling will be assigned to the most senior employee up to 100% of full-time hours, and then the less senior Relief Employee up to 100% of full-time hours.
 - (ii) Relief Assignments which become available after the schedule has been posted shall be offered to Relief Employees in the same manner as scheduled relief assignments. However, Relief Employees are not required to accept such shifts. Once the Employee accepts the shift, they are not entitled to decline the shift. Should a Relief Employee be consistently unavailable for relief assignments which become available after the schedule has been posted, the employee's name will be removed from the roster for post-schedule relief assignments.
 - (iii) Should the Employer cancel a relief shift, and the Relief Employee was not notified by the Employer prior to reporting to the workplace, the Employee will be guaranteed a minimum of four (4) hours of work for the cancelled shift.

- (iv) Should a Relief Employee become a Regular Part-time Employee, they shall be offered work or shifts in accordance with the above.
- (6) Vacant AC Security Officer Positions - Relief Employees will be offered in order of seniority vacant Security Officer positions at the Agricultural Campus before posting to other employees in the Local 99 bargaining unit.
- (7) Relief Employees be covered by the integrated insured benefit plans and premium structure referred to in Article 23. and Health Spending Account referred to in Article 23.07, of the Local 99 Agreement regardless of periods where the Relief Employee may not receive pay.

For the Employer

Órla McDevitt

Maureen Gillis

For the Union

Darryl Warren

Chris Cullum

Dated **November 23, 2015**