

Contents

ARTICLE 4 - NO DISCRIMINATION, FAIR TREATMENT, HARASSMENT AND WORKPLACE DIVERSITY	2
ARTICLE 7 – UNION REPRESENTATION & TIME OFF FOR UNION BUSINESS.....	2
ARTICLE 8 - GRIEVANCE PROCEDURE.....	2
ARTICLE 13 - POSITION EVALUATION	3
ARTICLE 15 - LAY-OFF, RECALL, VOLUNTARY RESIGNATION	3
ARTICLE 16 - SALARIES	5
ARTICLE 17 - JOB POSTING	5
ARTICLE 19 - HOURS OF WORK	5
ARTICLE 20 - OVERTIME	6
ARTICLE 22 - HOLIDAYS.....	6
ARTICLE 23 - VACATIONS	7
ARTICLE 25 – PERSONAL LEAVE	7
ARTICLE 26 - INJURY ON DUTY	8
ARTICLE 33 - HEALTH AND SAFETY	9
ARTICLE 40 – BENEFIT PLAN	9
ARTICLE 43 - DURATION OF AGREEMENT	10
APPENDIX B - SALARY RANGES	10
APPENDIX C - POSITIONS AND LEVELS.....	10
LETTER OF UNDERSTANDING – (MAINTENANCE EMPLOYEES) – RE-SIGN	10

NSGEU/MSVU Tentative Agreement January 25, 2016

Article 4 - No Discrimination, ~~Fair Treatment~~, Harassment and Workplace Diversity

- 4.3 The Employer and the Union neither tolerate nor condone harassment **or discrimination** in the workplace. Cases of alleged sexual and general harassment **or discrimination** will be dealt with in accordance with the University's ~~Fair Treatment~~ **current Harassment and Discrimination Policy (as of signing of this collective agreement)** and may lead to immediate discharge.
- 4.4 The University and the Union agree that the provisions of the ~~Fair Treatment~~ **Harassment and Discrimination** Policy shall be binding on the parties and acknowledge that any allegations of ~~unfair treatment~~ **harassment and/or discrimination** shall be dealt with in accordance with the provisions of the ~~Fair Treatment~~ **Harassment and Discrimination** Policy.

Article 7 – Union Representation & Time Off for Union Business

- 7.10 Where operational requirements permit, and on reasonable notice, employees who have been elected to responsible positions within the Union, shall be entitled to special leave without pay for attendance at meetings or to attend courses/conventions, provided that the employee has approval from their managing supervisor, and that such special leaves can be taken without cost to the University.
- 7.11 An employee elected or appointed as President of the Nova Scotia Government and General Employees Union shall be given a leave of absence without pay for one term (2 years) of office. During such time, the employee's seniority will be maintained but benefits will be interrupted. The employee will be entitled to be maintained in the pension plan, with the employee being responsible for both the employee and the Employer contributions. Any future terms will be through mutual agreement.

In the event that an employee is elected or appointed as President of the NSGEU, the Union agrees not to challenge the replacement employee's term of offer, provided the term does not exceed the duration of the approved leave. Upon return to the University, the employee is entitled to the same or comparable position to that held prior to the leave, provided a minimum of two (2) weeks advance notice of return is given.

Moved from 31.6 and 31.7

Article 8 - Grievance Procedure

8.2 INFORMAL PROCEDURE

An employee who feels they may have a grievance shall first discuss the matter with the first line of supervision outside of the bargaining unit. The employee may have the assistance of a steward in presenting the matter if they so wish.

No grievance shall be processed through the grievance procedure which is not initiated by the Grievor within ~~ten (10)~~ **fifteen (15)** working days after the incident giving rise to the grievance, except where the employee is not aware of the incident giving rise to the grievance, in which

NSGEU/MSVU Tentative Agreement January 25, 2016

event the grievance must be initiated within ~~ten (10)~~ **fifteen (15)** working days after the affected employee becomes aware of the incident giving rise to the grievance.

- 8.5 In accordance with Article 14.3, grievances concerning suspension or termination shall be initiated at Step 2 of the grievance procedure within ~~ten (10)~~ **fifteen (15)** days of the date that the Employee receives notice of the suspension or termination or within twenty (20) days of the date of suspension or termination, whichever is later.
- 8.6 The University may file a grievance or the union may file a policy grievance by submitting it in writing to the President of the Union ~~Local~~ or, if a Union Policy Grievance, to the Director, Human Resources, within ~~ten (10)~~ **fifteen (15)** working days of the occurrence of the event giving rise to the grievance. The ~~President of the Union Local~~ **Union representative** or, if a Union Policy Grievance, the Director, Human Resources shall **meet within ten (10) workidn days of receiving the grievance and** respond in writing within ~~ten~~ **fifteen (15)** working ~~(10)~~ days of receiving the grievance. If the grievance is not resolved, the grieving party may serve written notice of the other party within twenty (20) working days of receiving the response that it intends to take the matter to arbitration.

Article 13 - Position Evaluation

- 13.1 The Employer shall review position classifications in accordance with the criteria set out in the University Evaluation Tool, subject to the following:
- c. At the request of an incumbent or Department Head, in cases where duties and responsibilities have changed significantly enough to warrant a review and normally no more frequently than once every 24 months, the Position Fact Sheet will be prepared by the individual to initiate a review of the position but will require sign-off of both the employee and Department Head. The Department Head will be required to sign the Position Fact Sheet **and forward to Human Resources** within thirty (30) days of receipt from the employee, noting any differences of opinion with the information contained therein.
- 13.7 The effective date of any required salary adjustment will be retroactive from the date that the Position Fact Sheet is received in Human Resources for review. The President of the Local shall be advised of the results of reviews for members of the bargaining unit.

Article 15 - Lay-off, Recall, Voluntary Resignation

- 15.2 c. The University agrees to provide any employee who is to be laid-off (except sessional temporary summer lay-offs) with the following notice in working days. The Employer may choose to provide the affected employee compensation at the equivalent rate in lieu of the notice.
- i. twenty (20) working days' notice in writing to the employee, if the period of service is two (2) years or less or;

NSGEU/MSVU Tentative Agreement January 25, 2016

- ii. five (5) additional **days'** notice for every year of service in excess of two (2) years, to a maximum of twenty-six (26) weeks' notice.

- d. An employee with three (3) years seniority may opt for severance within ten (10) working days of the lay-off notice unless an offer of alternative employment ~~at the same classification in a permanent position at the same level and number of weekly hours of work~~, has been made or is pending. Where the employee chooses to accept a severance payment, she will forfeit her recall rights under Article 15.6 **and will cease employment with the University**. An employee electing this option shall receive, in addition to the provisions in Article 15.2 c. the following:

Remaining current language

- 15.4 The Employer shall give notice of lay-off that indicates options available for placement in a vacancy, displacement, or lay-off and recall.

Where an employee has received notice of lay-off and recall, the employee has the right to be placed in a position in the following ranked order:

- a. A vacancy at the same level;

- b. If no position is available under a. the employee shall displace the most junior employee **whose position for which she is deemed qualified in accordance with Article 15.5** in her level, or **she** may be placed in a vacancy at a lower level;

- c. If no position is available under b. the employee may displace the most junior employee **whose position for which she is deemed qualified in accordance with Article 15.5** at a lower level.

The employee may **refuse a placement or displacement and** exercise the next option above if the selection of the previous option would result in ~~a lower full-time equivalency, less weekly hours of work~~, a term or temporary position. **In such case, the employee shall have the right to displace the next most junior employee, and so on until the employee no longer has the right to refuse.** At any point in the process, the employee can opt to go on the recall list.

- 15.6 Recall shall be in order of seniority, providing the employee has the necessary qualifications, skills and experience (as determined by the Employer) **for the position**. However, an employee, regardless of seniority, has the right to be returned to their own position, should the same become available throughout the recall period.
- 15.7 The seniority of an employee shall be forfeited when an employee, upon notice of recall, fails to return to work following recall within five (5) working days, if unemployed, and ten (10) working days, if employed; or is laid off for a period in excess of fourteen (14) months. The employee shall not lose recall rights if they refuse a vacancy during the recall period, that is at a lower level, a position with a ~~lower full-time equivalency, less weekly hours of work~~, or a temporary or term position. Notification of recall shall be in writing and be forwarded by registered mail to the employee's last known address on file with Human Resources. It is the responsibility of the employee to keep the University informed of their current mailing address.

NSGEU/MSVU Tentative Agreement January 25, 2016

Article 16 - Salaries

16.1

b. The following wage increase shall be implemented for each of the salary grades and ranges in Appendix "B" during the term of this agreement:

Effective July 1, 2015	1.5%
Effective July 1, 2016	1.5%
Effective July 1, 2017	1.5%

Article 17 - Job Posting

17.1 Subject to the provisions of Articles 13 and 15 of this Collective Agreement, when a permanent, term or temporary position of six (6) months or more, becomes vacant or new job opening occurs for a position within the Bargaining Unit, the University shall post notices in Rosaria, EMF, Evaristus, Maintenance Department, Seton, and Seton Annex buildings, with all pertinent information, for a minimum of five (5) working days.

a. Employees must apply in writing for such vacancies. All applicants will be considered on their merits but with preference being given to current employees who have the qualifications for the job. **Internal applicants who have met the qualifications for the position based on their resume, will be interviewed prior to any external candidates. External candidates include temporary employees.**

b. **Before interviews are held Human Resources will review all internal applications and advise the employee whether or not they meet the qualifications for the position. Where an internal applicant does not meet the qualifications, Human Resources will provide reasons. The employee will be given two (2) working days to express their concerns and/or to provide additional information as to their qualifications.**

~~Internal applicants who have met the qualifications for the position based on their resume, will be interviewed prior to any external candidates. External candidates include temporary employees.~~

c. Upon request, employees may obtain a detailed job description from Human Resources, if one is available.

Article 19 - Hours of Work

19.1 Normally the work week for all full-time employees, except Maintenance employees ~~and the Mailroom Clerk~~, shall be five (5) days per week and thirty-five (35) hours, from Monday to Sunday, subject to the following:

19.2 Normally the work week for a full-time Maintenance employee shall be five (5) days per week and forty (40) hours from Monday to Friday, subject to the following:

NSGEU/MSVU Tentative Agreement January 25, 2016

- a. In lieu of summer hours pursuant to Article 19.1 (a), Maintenance Employees will have one (1) day with pay to be taken at a mutually agreed time between the employee and their managing supervisor.

Re-letter remaining Article.

~~19.3 For the full time Mailroom Clerk, normally the work week hours shall not exceed eight and one half (8½) hours per day or forty two and a half (42.5) hours weekly subject to the following:~~

- ~~a. From June 1 to August 31 each year, attendance will be expected for eight (8) hours with one (1) hour for lunch.~~
- ~~b. Salary for the Mailroom Clerk shall be prorated based on the hourly rate (annual salary divided by 1820 hours) times the annual number of hours worked.~~
- ~~c. With the exception of overtime as set out in this collective agreement, no extension to these hours will take place without the written consent of the Union unless operational requirements dictate a schedule, which varies from the above.~~
- ~~d. All vacation, overtime, and sick time is calculated on the normal work day of eight (8) hours.~~

RENUMBER REMAINING ARTICLE AND REFERENCES WITHIN THE AGREEMENT

Article 20 - Overtime

20.8 An employee required to work overtime shall have the option of banking accumulated overtime hours up to a maximum equivalent of the employee's classification of regularly scheduled weekly hours (i.e. Maintenance Employees, forty (40) hours; **Mail Room Clerk, forty two (42) hours**; and all other employees thirty-five (35) hours) during the University's fiscal year. Approval to use banked overtime as time off is subject to operational requirements and must be approved by the department head. At the end of the fiscal year (April 1 – March 31), any remaining overtime in the bank will be paid to the employee at the rate earned not later than the first payroll in June subject to the following. With the permission, in advance, from the Managing Supervisor and the Director, Human Resources, the Employee may carry-forward up to three (3) days in the overtime bank, that were earned during the January to March period. The employee's request must be in writing and such time must be taken as time off before June 30th of the same calendar year.

Article 22 - Holidays

- 22.1 a. Each employee in the bargaining unit will be paid one day's pay of the employee's regular salary for the following holidays or for any other day proclaimed as a "general" holiday by the provincial government:

NSGEU/MSVU Tentative Agreement January 25, 2016

New Year's Day	Labour Day
Heritage Day	
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	Heritage Day (if proclaimed)

- b. For the purpose of this Article, Maintenance employees ~~and Mail Clerk~~ will be paid eight (8) hours for all designated holidays, or be given alternate time off not to exceed eight (8) hours with approval of the managing supervisor.

22.7 Compensation for Work on a Holiday

- a. Where an employee is regularly scheduled to work and her regularly scheduled day of work falls on a paid holiday, as defined in Article 22.1, she shall receive compensation equal to two and one-half (2 ½) times her regular rate of pay, as follows:
- i. compensation at one and one-half (1 ½) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
 - ii. time off with pay in lieu of the holiday on an hour-for-hour basis [or in the case of Maintenance employees ~~and Mail Clerk~~ as per Article 22.1 b.] in lieu of the holiday within thirty (30) days at a time of the employee's choice with the approval of the managing supervisor.

Article 23 - Vacations

- 23.6 All requests for vacation leave must be submitted in writing ~~or~~ on the appropriate form and are subject to prior approval by the employee's managing supervisor.
- a. **In order to exercise seniority for choice of annual vacation dates, an employee will submit their vacation request to their managing supervisor by May 1st. The managing supervisor will make every reasonable effort to approve employees' vacation requests subject to Article 23.5. The managing supervisor will respond in writing or through approval of the vacation request form by May 31st.**
- b. **Vacation requests received after May 1st will be considered on a first come, first serve basis subject to Article 23.5. Where more than one vacation request is received on the same day for an overlapping period of vacation, the final decision for these submissions will be based on seniority.**

Article 25 – Personal Leave

- 25.1 On April 1st of each year, each employee will have one day added to her Personal Leave Bank.
- 25.2 Following one complete year of employment and based on the fiscal year, an employee who

NSGEU/MSVU Tentative Agreement January 25, 2016

does not use more than eight (8) sick days under Article 24 will be granted an additional two (2) days to be added to her Personal Leave Bank. **That employee may also transfer up to two (2) sick days to her/his Personal Leave Bank.**

- 25.3 Where an employee is not eligible to receive the additional two (2) days as set-out in Article 25.2, and where circumstances warrant, the Employer may, at its discretion, grant the additional two (2) days. Such requests for special consideration will be made by the employee to Human Resources within thirty (30) days of March 31 each year.
- 25.4 The personal leave bank may be used for the following, subject to the approval of the employee's managing supervisor:
- a. In the case of family illness (child, spouse or parent) of an employee, when the employee is expected to attend to the sick person's needs, leave up to seven (7) full days in total per annum shall be granted and charged to the employees Personal Leave Bank.
 - b. A two (2) day leave for unforeseen circumstances such as fire or floods shall be granted and charged against the Personal Leave Bank.
 - c. One (1) personal obligation day can be taken by each member for any reason and charged to the employee's Personal Leave Bank.
 - d. A second personal obligation day can be taken by each member of the bargaining unit who accumulates three (3) days in the Personal Leave Bank by March 31st of the previous year.
 - e. ~~One (1) additional personal obligation day can be taken by Maintenance employees of the bargaining unit in lieu of reduced summer hours.~~
- 25.5 This leave will accumulate from year to year and records will be maintained by Human Resources. Personal leave shall accumulate up to a maximum of twenty-five (25) working days and is reduced by any time missed by the employee in accordance with Article 25.4 and Article 25.6.
- 25.6 The Personal Leave Bank can be applied towards sick leave (as per Article 24.3) should no other sick leave be available to the employee.

Article 26 - Injury on Duty

- 26.1 The parties agree, **that** injury on duty shall be understood to mean an injury suffered by an employee during the performance of their duties while engaged in work for the Employer.
- 26.42 All work related injuries must be reported ~~on an Incident and Injury Form by the employee and witness, if available, to Security immediately following the injury. The employee shall provide a signed written statement outlining the incident, within five (5) days. Security will be notified immediately following the injury and the Incident and Injury Form will be forwarded to the managing supervisor and Human Resources within twenty four (24) hours of the~~

NSGEU/MSVU Tentative Agreement January 25, 2016

~~incident.~~ The injured employee must seek medical attention as soon as possible, and provide a ~~medical report~~ **the necessary medical evidence** to Human Resources ~~and the managing supervisor~~ to substantiate the claim for injury on duty leave.

- 26.23 Any member of the bargaining unit who is injured during the performance of their duties shall be paid their regular salary while disabled due to the injury for up to seventeen (17) weeks. An employee shall be reimbursed by the Employer for reasonable and valid expenses that arise due to the injury on duty that are not covered by the employee's or government's health plan.

In the event a benefit within the health plan is maxed out for the benefit year from claiming expenses related to an injury on duty, the University will reimburse the employee for expenses for that same benefit for a new injury or illness in that claims year to a maximum of the amount claimed from the plan for the injury on duty. The payment will only cover amounts that could otherwise have been reimbursed through the plan.

- 26.34 Payment of regular salary and reimbursement of expenses for injury on duty as defined in Article 26.1 shall be subject to the employee completing the procedures provided in Article 24.42.
- 26.5 The Employer has the right to send the employee to a doctor determined by the Employer. Any such referral shall be supported in a form acceptable to the Employer and at no cost to the employee.
- 26.6 Seniority shall accumulate for Employees on leave of absence due to injury on duty while off work and still receiving salary from the University. However, sick leave credits will not accumulate while an employee is on injury on duty leave.

Article 33 - Health and Safety

- 33.2 a. Where personal protective equipment (PPE) is required for employees to perform their work in a safe and healthy manner, such PPE shall be provided by the Employer.
- b. The University agrees to provide a suitable uniform (e.g. 2 pair of pants and 2 shirts) to Maintenance employees, ~~once annually in April of each year~~ to a maximum of two-hundred dollars (\$200) per employee.
- c. **The University agrees to provide to** Maintenance employees ~~will be reimbursed by the University for the cost of~~ C.S.A approved footwear required for the performance of their duties, **in April of each year**, to a maximum of one-hundred and ~~thirty-eighty~~ **thirty-eighty** dollars (~~\$130~~ **\$180**). ~~Such payment shall be made once, in every twelve (12) month period, not later than April 30th.~~

Article 40 – Benefit Plan

- 40.4 The Employer will contribute the annual amount of ~~\$1,500.00~~ **\$1,600.00** to the employee benefit program, allocated on a per month basis, effective **April 1, 2016. Effective April 1, 2017, the annual amount will increase to \$1,700.00.**

NSGEU/MSVU Tentative Agreement January 25, 2016

Article 43 - Duration of Agreement

- 43.1 This Agreement shall be in effect for a term beginning from July 1, 2015 to June 30, 2018. All provisions of this agreement shall, unless otherwise stated, be effective from the date of the signing of this agreement. After June 30, 2018, this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.
- 43.2 Negotiated changes in the collective agreement, other than salaries which shall become effective on the dates specified in 43.1, are effective from the date of signing unless otherwise specified and agreed to in writing.

APPENDIX B - SALARY RANGES

ELIMINATE LEVEL 2 all Salary Ranges

Flex Credit: ~~July 1, 2012 – \$ 1,500.00~~ Update with Increases as per Article 40

APPENDIX C - POSITIONS AND LEVELS

NSGEU – Local 81 (MSVU)

TO BE UPDATED

REMOVE “MAIL ROOM CLERK” LEVEL 4

Letter of Understanding – (Maintenance Employees) – RE-SIGN