

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

**July 1, 2015**  
**to**  
**June 30, 2018**

**NSGEU Local 79**



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**PURPOSE**

The purpose of this Agreement is to set out the terms and conditions of employment for those employees of the University included in the bargaining unit

**BETWEEN**

SAINT MARY'S UNIVERSITY, a body corporate of Halifax Regional Municipality in the Province of Nova Scotia, hereinafter called the "University"

AND

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, hereinafter called the "Union"

WHEREAS the Labour Relations Board (Nova Scotia) under Order No. 2768, dated July 17th 1981, as amended by Order No. 4149 (dated January 26th, 1994), certified the Union as bargaining agent for all full-time and regular part-time non-academic employees of Saint Mary's University, Halifax, Nova Scotia, who perform clerical, technical and non-professional librarian and other non-academic duties who are not covered by a Collective Agreement, but excluding those classifications as described in Appendix "A" and those employees excluded in paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act, and it is therefore agreed:

## ARTICLE 1 DEFINITIONS

Union	means the Nova Scotia Government and General Employees Union.
Union Local	means Local 79, Nova Scotia Government and General Employees Union.
University	means the Board of Governors of Saint Mary's University or its representatives acting on their behalf.
Employee	means any person employed by the University in a position within the bargaining unit.
Full-time Employee	means one who works the normal hours for a full-time employee as set forth in Article 15.
Sessional Full-time Employee	means one who works the hours of work as set forth in Article 15 in a recurring authorized position for a period which is approximately concurrent with the University's academic year but less than a calendar year.
Regular Part-time Employee	means an employee, who works less than the normal hours of a full-time employee who is employed on a continuing and recurring basis and who works a minimum of seventeen and one-half (17½) hours per week.
Sessional Part-time Employee	means an employee who works less than the normal hours of a full-time employee and who works a minimum of seventeen and one-half (17 ½) hours per week for a period which is approximately concurrent with the University academic year but less than a calendar year.
Temporary Employee	means an employee, not a member of the bargaining unit, hired for a non-recurring specific purpose and for a specific period of time not to exceed nine (9) months. Extensions to an employee's original period of temporary employment, not to exceed twelve (12) months, may be implemented through mutual agreement between the University and Union Local. In the case of Pregnancy/Parental Leave, the temporary period of employment shall be up to twelve (12) months. In the case of Long Term Disability, the temporary period of employment shall be up to twenty-four (24) months.
Qualified	for the purposes of Article 9, qualified means an employee who meets the qualifications as per the job description and possesses the knowledge, experience, and past performance to meet job requirements.
Day	means working day unless otherwise designated.
Spouse	for the purposes of this Agreement, a "spousal relationship" shall exist when an employee is married, or when, for a continuous period of more than one (1) year an employee has lived with a person, represented that person to be their spouse, and lives and intends to continually live with that person as if that person were their spouse.

Throughout this Agreement, the plural includes the singular, and vice versa as the context may require.

## **ARTICLE 2 RECOGNITION**

- 2.1 The University recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined in the Labour Relations Board Order No. 2768, July 17th, 1981; as amended by Labour Relations Board Order No. 4149 dated January 26, 1994.
- 2.2 The University agrees that where this Agreement requires correspondence be given to the Union relating to matters covered by this Agreement, such correspondence shall be sent to the Union Local or designate.
- 2.3 No employee shall be required or permitted to make any written or oral agreement with the University or its representatives, which may conflict with the terms of this Agreement.
- 2.4 No employee or group of employees shall undertake to bind the Union at meetings with the University without the prior written authorization of the Union.
- 2.5 Should new positions be developed the University shall notify the Union in writing. Within ten (10) working days of receiving notification, the Union may request to meet with the University. The parties shall meet and attempt to reach agreement on such new positions as to whether such classifications or positions should be included in the bargaining unit. When agreement is reached, written confirmation shall be exchanged between the University and the Union. If no agreement can be reached, either party may refer the matter to the Labour Relations Board (Nova Scotia). Such position shall remain outside of the bargaining unit until a decision is rendered.
- 2.6 The University shall notify the Union of the proposed exclusion of any existing position from the bargaining unit and the basis for such exclusion. If the Union objects to the exclusion, the parties shall endeavour to reach agreement, and if no agreement is reached, the matter may be referred by either party to the Labour Relations Board (Nova Scotia) for final resolution.
- 2.7 Should the University create a new position within the bargaining unit during the term of this Agreement, a provisional salary rating will be set by Human Resources. Should the University create a new classification the parties agree to meet and attempt to reach agreement regarding the appropriate rate of pay for such classification. When agreement is reached, written confirmation shall be exchanged between the University and the Union. If the parties cannot agree, the matter may be referred to arbitration as per Article 29 of the collective agreement.
- 2.8 Provided that the orderly operation of the University is not affected, an Employee Relations Officer from the Union shall have access to the premises to discuss Union business with the University and/or its Employees. Where the Employee Relations Officer will be meeting with Employees in the workplace during working hours, the employee shall seek authorization from the Department Head or designate. This will not be abused by the Employee and such authorization will not be unreasonably withheld.
- 2.9 The University shall provide the Union Local with the following information regarding bargaining unit positions, upon request: salaries, group and step, position classifications, job descriptions, job evaluation questionnaire, job fact sheet, job evaluation policy, applied weightings for factors, factor levels and their value, point ranges for salary classification groups and consider reasonable requests for other information.
- 2.10 The University shall provide the Union Local with office space for the period of this agreement, together with furnishings as may be required.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1 Except to the extent expressly abridged by specific provisions of this Agreement, the University reserves and retains solely and exclusively, all its inherent rights to manage the University.
- 3.2 It is the function of the University to manage the operation of the University and its programs, which function includes, without limiting the generality of the foregoing, or Article 3.1, the right to determine employment, complement, organization, work methods and procedures, kinds and locations of equipment, assignment, training, job classification, employee evaluation, promotion, demotion, and lay-off, subject to the provisions of this Agreement.
- 3.3 The University shall exercise its rights in a manner that is consistent with the terms of this Agreement.

### **ARTICLE 4 NO STRIKES AND LOCKOUTS**

- 4.1 In view of the orderly procedure for settling grievances and following the signing of this Agreement, the University agrees that it will not cause or direct, during the term of this Agreement, any lock-out of its employees and the Union agrees that during the term of this Agreement, there will be no strike or other collective action which will stop, curtail, or interfere with the University's operations.
- 4.2 In the event that any employees of Saint Mary's University, other than those covered by this Agreement, engage in a lawful strike, Employees covered by this Agreement shall not be required to perform work normally done by such striking employees.

### **ARTICLE 5 NO DISCRIMINATION**

- 5.1 It is agreed that there will be no discrimination against any employee by the University or the Union that is contrary to the Nova Scotia Human Rights Act, by reason of any of the prohibited grounds for discrimination, such as age, race, colour, religion, creed, sex, sexual orientation, physical or mental disability, ethnic, national or aboriginal origin, family or marital status, source of income, political belief, affiliation, or activity.
- 5.2 The Parties agree that there will be no discrimination with respect to any Employee for reason of membership, lack of membership or legal activity in the Union.

### **ARTICLE 6 UNION OFFICERS AND REPRESENTATIVES**

- 6.1 The University acknowledges the right of the Union and the Union Local to elect/appoint employees as Executives and Representatives and recognizes that it is the responsibility of such executives and representatives to assist in the administration of this Agreement.
- 6.2 The Union Local shall determine the jurisdiction of each Representative having regard to the plan or organization, the distribution of Employees at the work place, and the structure implied by the grievance procedure, provided that not more than twelve (12) Employees may be so appointed.
- 6.3 It is understood that Representatives have their regular work to perform on behalf of the University. It is acknowledged that grievances are presented and addressed as soon as possible. In servicing a grievance during working hours, Representatives will be given time off without loss of pay. Representatives will not leave their place of work without first obtaining authorization from their Department Head or designate. This will not be abused by the Representative and such authorization will not be unreasonably withheld.



- 6.4 The University agrees to recognize a Negotiating Committee, appointed by the Union Local, for the purpose of representing employees during negotiations for the renewal or amendment of this collective agreement. The Negotiating Committee shall consist of not more than five (5) members or alternates.
- 6.5 Members of the Union Negotiating Committee shall be given time off with pay for the purposes of bargaining during working hours with the University.
- 6.6 The Union Local agrees to provide in writing to the University the names of current Union Local Executive and Representatives and the University will provide the Union/Union Local in writing with the names of management personnel with whom the Union/Union Local shall conduct official business.
- 6.7
- (a) (i) The University shall notify the President of the Union Local of all new and terminated employees on a bi-weekly basis, including the employee's position, group level and applicable step.  
  
(ii) The University shall notify the President of the Union Local, on a bi-weekly basis, of Temporary employees in bargaining unit positions. Such information shall include job title, department, start and end date (if known).
  - (b) The University agrees to allow reasonable time off without loss of pay for a member of the Executive of the Union Local or their designate to meet with new members of the bargaining unit, with the authorization of the departments involved, provided that such time off will not unreasonably interfere with the normal operation of the University.
  - (c) The University agrees to allow each member of the Union Local Executive a maximum thirty (30) minutes off work each month, without loss of pay, to attend meetings of the Union Local. A minimum twenty-four (24) hours notice shall be provided to the Employee's Department Head or designate.
- 6.8 The University recognizes the right of all bargaining unit members to consult the Union's representatives on matters relating to the Collective Agreement.
- 6.9 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 continue to accumulate 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.
- 6.10 Subject to operational requirements and upon reasonable notice, the University shall grant a leave of absence to employees delegated by the Union to attend to Union business upon written request of the Union. Where such leave is granted the University will continue the employee's pay at the request of the Union as if they were at work and shall invoice the Union for the employee's pay.

## **ARTICLE 7 CHECKOFF**

- 7.1 No employee is required to join the Union as a condition of employment. However, each employee becoming a member or not of the Union, shall pay the equivalent of Union dues to the Union.

- 7.2 The University shall deduct Union dues in accordance with the Union's constitution and by-laws. Such deductions will be made on a bi-weekly basis and remitted to the Union within ten (10) working days after having been deducted.
- 7.3 The Union shall advise the University in writing of the amount of its regular Union dues to be deducted.
- 7.4 The Union agrees to indemnify and save harmless the University from any liability arising from the deductions referred to in Article 7.2.
- 7.5 The University shall provide the following bargaining unit data to the Union on a bi-weekly basis: employee name, department, position title, group, employee status and bargaining unit effective date.

#### **ARTICLE 8 MEETING AND BULLETIN BOARD SPACE**

- 8.1 The University shall allow the Union Local to hold meetings on the University premises subject to administrative regulations with respect to scheduling of facilities.
- 8.2 The University shall make bulletin board space available, in McNally Main lower level hallway, to the Union for the posting of notices approved by the Union Local Executive.
- 8.3 The University shall permit the Union Local reasonable access to the University's internal mail systems, which does not impede the normal operation of the systems.

#### **ARTICLE 9 POSTINGS OF VACANCIES**

- 9.1
  - (a) If the University decides to fill a position that is vacant, the position will be posted within forty-two (42) working days from the date the position became vacant. If the position is to be abolished or the posting deferred, the University will inform the Union of its decision within the above mentioned time frame.
  - (b) When an existing or newly created position in the bargaining unit needs to be filled on a permanent basis, the vacancy will be posted for at least five (5) working days prior to the expiry date specified on the posting.
  - (c) Information on the posting will include:
    - position title and classification
    - salary range
    - functional summary
    - education and experience requirements
    - other qualifying skills and/or abilities which are pertinent to the job responsibilities
    - posting date and expiry date of the posting
- 9.2 The reclassification of an occupied position will not be deemed a vacancy under the provision of this agreement, and therefore, such reclassified positions will not be posted.
- 9.3 Both parties recognize the mutual benefits of providing current Employees with opportunities for promotion and transfer within the University. Employees, who meet qualifications as per a

job posting and possess the knowledge and experience and past performance to meet the job requirements, shall be given preference over external applicants.

- 9.4 Employees have a right to apply for vacant positions within the bargaining unit and to receive acknowledgment of such application. It is understood and agreed that Employees who have successfully completed their probationary or assessment period may apply for any position posted under this article. An Employee who applies for such a vacancy in the bargaining unit and meets the qualifications as posted will be given an interview having received at least one (1) working day's notice.
- 9.5 The following process will be followed when a position becomes vacant:
- (a) The University will post a vacancy pursuant to Article 9.1. The University may simultaneously or subsequently advertise vacancies elsewhere. Upon request, Human Resources shall provide the job description for the posted position.
  - (b) All applications will be pre-screened by Human Resources to identify internal/external applicants.
  - (c) Human Resources, in consultation with the Department Head, will review internal applicants to determine whether they are qualified for the position. An internal applicant not qualified to receive an interview may, upon request, be informed of the reasons.
  - (d) The Selection Committee shall consider qualified internal candidates. An internal candidate, who receives an interview and is unsuccessful, may, upon request, be given the reasons for not being offered the position.
  - (e) Where there are no qualified internal candidates or no internal candidate is offered the position, external candidates will be considered.
- 9.6 Among competing applicants for a posted vacancy, the University shall consider knowledge, experience and past performance in assessing an applicant's ability to meet job requirements. Where two or more candidates are considered equal, seniority shall be the determining factor.
- 9.7 Where an Employee is a successful applicant for a job vacancy or new position carrying the same or higher classification, there shall be no decrease in salary as a result of the move.
- 9.8 Where an Employee is an unsuccessful applicant for a job vacancy or position within the bargaining unit that Employee shall be notified in writing within five (5) working days of the decision, with a copy to the Union. Upon request, the unsuccessful applicant shall be notified of the reasons for the decision.
- 9.9 A copy of each job posted will be sent to the President of the Union Local on the day that the job is posted. The University shall maintain one (1) official site for all postings, located in the hallway outside Human Resources. The University will endeavour to post vacancies at other sites on campus including the University's web site.
- 9.10 The University in consultation with the Union may suspend normal job posting procedures in order to consider the reemployment of an employee who has been placed on the recall list, as per Article 12.

#### **ARTICLE 10 PROBATIONARY/PERIOD OF ASSESSMENT**

- 10.1 All new employees appointed to a full-time, sessional or regular part-time position within the bargaining unit shall be probationary for a period of six (6) calendar months from the date of

appointment. An extension to an employee's original probationary period may be implemented through mutual agreement between the University and the Union. Such extension shall be for a two (2) month duration. An employee whose probationary period has been so extended will be given reasons in writing, with a copy to the Union.

- 10.2 During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge as per Article 27. The employment of such employees may be terminated at any time during the probation period and they shall not have recourse to the grievance or arbitration procedures regarding this termination. The University will advise the Union Local when a probationary Employee is terminated.

10.3

(a) A successful applicant for promotion through job posting shall undergo a period of assessment of three (3) calendar months from the date of promotion. Extensions to an Employee's period of assessment may be implemented through mutual agreement between the University and the Union Local. Such extensions shall be one (1) month duration, to a maximum of three (3) extensions. An Employee whose period of assessment has been so extended will be given reasons in writing, with a copy to the Union Local.

(b) A successful applicant for transfer through job posting shall undergo a period of assessment of three (3) calendar months from the date of transfer.

(c) Should a promoted or transferred employee not successfully complete the period of assessment, or through mutual agreement prior to the end of the assessment period, the Employee shall return to the original position without loss of seniority and at the former salary level.

- 10.4 The University shall inform employees in writing of the successful completion of their probationary and/or assessment period, with a copy to the Union Local.

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

- 10.6 The University shall evaluate an employee's performance during the probationary or assessment periods as per Article 10.1 and 10.3 (a) and (b) respectively, at one month intervals and such evaluations shall be in writing with a copy to the employee.

- 10.7 Subject to Article 7.1, a probationary employee shall be required to pay union dues according to the provisions of the Union's constitution.

#### **ARTICLE 11 SENIORITY**

- 11.1 Seniority is defined as the length of an Employee's continuous service with the University within the bargaining unit (N.S.G.E.U., Local 79).

- 11.2 An employee shall lose seniority and employment status if:

(a) the Employee voluntarily resigns the employ of the University;

(b) the Employee is discharged for cause and is not reinstated;

(c) the Employee is laid off for a period longer than twelve (12) months;

(d) the Employee is absent due to illness, injury or disability for a period in excess of twenty-seven (27) months;

- (e) the Employee fails to return to work as specified in Article 12.9, after recall notice is given to them personally or by registered mail to the Employee's last address on file with the University, or fails to return on the specified date following a sessional lay-off;
  - (f) the Employee is transferred or promoted out of the bargaining unit and does not return to the bargaining unit before the end of the period of assessment, not to exceed twelve (12) months.
- 11.3 An Employee shall not accumulate seniority during unpaid leaves of absence, except in the following circumstances:
  - (a) An Employee on lay-off for a period of up to twelve (12) months
  - (b) An Employee who is absent due to illness, injury or disability for a period of up to twenty-seven (27) months
  - (c) An Employee on pregnancy or parental leave as per Article 35
  - (d) An Employee on leave for Union business as per Article 6.9
- 11.4 A seniority list will be prepared by the University in January of each year and a copy will be sent to the Union Local containing such information relating to the employees' status as agreed between the University and the Union Local. Any discrepancies shall be reported in writing to the Senior Director of Human Resources within thirty (30) calendar days from the date the seniority list was issued. No change in the seniority status or other information required on the seniority list of an employee shall be made unless agreed upon by both parties.
- 11.5 In cases of promotion, lay-off or recall, the following factors shall be considered:
  - (a) knowledge, experience, and past performance in assessing an applicant's ability to meet job requirements;
  - (b) seniority.

In cases of promotion, it is understood that where the items referred to in (a) above are in the University's opinion equal, factor (b) shall govern.
- 11.6 A Sessional Employee will accrue seniority and during the periods of the Sessional Employee's absence such accumulated seniority shall be retained, provided that the Sessional Employee returns to work on the specified return date or before the expiration of twelve months (12) from the most recent break in employment.
- 11.7 Calculation of seniority for Part Time, Sessional, and Sessional Part Time Employees shall be calculated on a pro rata basis and provided employment has been continuous during the Employee's period of employment.
- 11.8 Seniority accrued by Sessional Part-Time Employees may only be exercised in cases of lay-off and recall as per Article 12 for other sessional part-time positions.
- 11.9 A temporary employee shall not accumulate seniority throughout the term of the temporary employment. However, should the position become a permanent position and the temporary employee be the successful applicant, under Article 9 Job Posting, seniority shall be effective from the date of hire in the temporary position, provided employment has been continuous in the position.

## **ARTICLE 12 LAY-OFF AND RECALL**

- 12.1 An Employee may be laid off because of shortage of work, or funds, or because of a discontinuance of a position or classification.
- 12.2 Where an Employee is to be laid off, the University will advise and consult with the Union as soon as possible after the change appears probable with a view of minimizing the adverse affects of the decision to lay off an employee.
- 12.3 The University shall not lay-off an Employee without having first given notice in writing to the Employee and copied to the Union as follows:
- Twenty (20) working days notice if the period of employment in the bargaining unit is two (2) years or less.
  - Five (5) additional working days notice for every year of employment in the bargaining unit in excess of two (2) years.
- 12.4 Where less notice in writing is given than provided in Article 12.3, the Employee shall continue to receive their regular pay for the number of working days for which the Employee was required to be in receipt of such notice.
- 12.5 In the event of lay-offs, Employees shall be laid off in the reverse order of their seniority providing the senior Employees, in the University's judgement after consultation with the Union, possess the qualifications for the position and are able to perform the remaining work.
- 12.6 Employees affected by lay-off shall within ten (10) working days have the right to exercise their seniority and displace an Employee with the least seniority, provided the Employee has the required qualifications and capabilities as determined by the University to meet the requirements of the position, in the following sequence:
- (a) in their own job title,
  - (b) in their own classification, or
  - (c) in any other lower classification within the bargaining unit.
- 12.7 When an Employee is laid off, the Employee's name and address shall be placed on a recall list for twelve (12) months. Such list shall be maintained by the University and while on lay-off an Employee shall provide the University with a current address. Recall shall be deemed to have been served if notice has been sent by Registered Mail to the last address on record. The Union Local will be provided with an up-to-date recall list with changes as they occur.
- 12.8 Employees shall be recalled to work in order of seniority, provided they are, in the University's judgement, and after consultation with the Union, qualified to perform the work.
- 12.9 A lay-off shall be a termination of employment and recall rights shall lapse if the lay-off lasts more than twelve (12) consecutive months without recall. While on lay-off, seniority shall continue to accumulate and classification and recall rights shall be retained.
- 12.10 An Employee who wishes to pursue their displacement rights and is placed into another position shall receive the training necessary to fulfill the duties of the position, subject to the requirement that they meet the qualifications of the position.
- 12.11 Employees who elect to pursue their displacement rights and are placed into another position in accordance with Article 12.6(a) or 12.6(b) shall maintain their current salary level. Employees

pursuing displacement rights in accordance with Article 12.6(c) will assume the next highest salary level in the new group to that from which they have been laid off.

- 12.12 A recalled Employee shall return to the service of the University within four (4) weeks of the recall notice. Failure to report within that time frame will result in loss of recall rights. However, an Employee shall have the right to refuse recall to a position in a lower classification, lower rate of pay, or a position with a lower Full Time Equivalency than the classification formerly held by the laid off Employee, without affecting the employee's entitlement to recall.

12.13 Severance Pay

An Employee, having received notice of lay-off may opt for severance pay within ten (10) working days of the lay-off notice unless an offer of alternative employment at the same or higher classification has been made. An Employee electing this option shall receive in addition to the provisions of Article 12.3 the following:

- (a) for employees with ten (10) or less years of service, one (1) week of pay for every one (1) year of service in the bargaining unit;
- (b) for employees with more than ten (10) years of service, an additional half (1/2) week for a total of one and one half (1 ½) weeks of pay for each year of service in the bargaining unit in excess of 10 years, to a maximum of thirty-one (31) weeks. For example, an employee with fifteen (15) years service would receive ten (10) weeks for their first ten (10) years of service, plus seven and one half (7 ½) weeks for the next five (5) years of service (calculated as 5 years x 1.5 weeks); for a grand total of seventeen and one-half (17 ½) weeks of severance.

Employees opting for severance pay shall forfeit their entitlement to recall and other rights under this collective agreement.

### **ARTICLE 13 CONTRACTING OUT**

- 13.1 The Employer shall not contract out work performed by members of the Bargaining Unit where such contracting out results in the lay-off of members of the bargaining unit, except in accordance with the following conditions and/or procedures:

- (a) The Employer shall notify the Union at least forty (40) working days prior to any notice of layoff being issued to Employees, advising the Union of:
  - i ) the nature of the contracting out;
  - ii ) the date upon which the Employer proposes to effect the change;
  - iii ) the name and position of any Employee who will potentially be laid off.
- (b) Within five (5) working days of notification pursuant to Article 13.1 (a), the Parties agree to establish a joint committee and meet. The joint committee shall consist of two members appointed by the Employer and two members appointed by the Union Local, to consider means of minimizing the adverse affects on Employees, including a review of alternatives to contracting out. The joint committee shall complete all deliberations within 20 working days from the time the committee first meets. The deliberations of the joint committee shall remain confidential until a decision by the Employer to layoff is confirmed or other arrangements are agreed. A failure to meet, on behalf of the Union, shall not prevent the University from contracting out.

- (c) In the event that the Employer contracts out work, the Employer agrees to include as a condition of the contract a requirement to give preference to such Employees who are available and have the necessary skills to perform the work. The parties agree that, where an Employee accepts a job offer with the contractor, the Employee shall not be eligible for severance pay, as specified under Article 12.13.
  - (d) Employees laid off as a result of contracting out shall receive notice in writing as follows:
    - i ) forty (40) working days notice if their period of employment is two (2) years or less;
    - ii ) five (5) additional working days notice for every year of employment in excess of two (2) years;
    - iii ) where less notice is given than provided, Employees shall continue to receive pay for the number of working days for which they were required to be in receipt of such notice.
- 13.2 Employees who have been given notice of lay-off as a result of contracting out may choose one of the following options:
- (a) Where provided, under Article 13.1(c), the Employee may accept a job offer with the contractor.
  - (b) The Employee may exercise their displacement rights in accordance with Articles 12.6, 12.10, and 12.11.
  - (c) The Employee may exercise their option for severance pay in accordance with Article 12.13.
  - (d) The Employee may exercise their recall rights in accordance with Article 12.

#### **ARTICLE 14 TECHNOLOGICAL CHANGE**

- 14.1 Technological change includes the introduction by the University of a change in work, undertaking or business or a change in equipment, material or methods from that previously used by the University, or a change in the manner in which the University carries on work, undertaking or business related to the introduction of such equipment, materials or methods.
- 14.2 Where technological change results in a significant change in employment status or working conditions as provided for in this agreement the University agrees to provide as much advance notice as possible to the Union and Employees affected by the change. The University agrees to meet with the Union for the purposes of discussing the introduction of the technological change and the means of avoiding job loss or other negative effects on Employees, which might result from the introduction of the technological change.
- 14.3 If a reduction in the working force is to be made, lay-off and recall of Employees affected by this article will be made on the basis set forth in Article 12.

#### **ARTICLE 15 HOURS OF WORK**

- 15.1 The workweek shall consist of thirty-five (35) hours per week and shall be from 12:00AM Monday to the following Sunday at 11:59PM.
- 15.2 A reduced workweek of thirty-two and one-half (32-1/2) hours will be effective on the first (1st) Monday of June until the last working day before Labour Day of each year.



15.3

- (a) The normal hours of work per day shall total seven (7) and unless operational requirements determine otherwise, shall be between 9:00 a.m. and 5:00 p.m. The hours of work shall be exclusive of meal periods but inclusive of break periods.
- (b) The University will consider requests for flexible hours, which may include flexible meal periods, provided it does not negatively impact on the operations or service provided by the department. Such requests shall be approved by the Department Head and the Senior Director, Human Resources.
- (c) The University shall notify the Union of all approved arrangements for flexible hours, including the hours to be worked, and the starting date and ending date (if applicable) for the arrangement.
- (d) The University will consider requests for job sharing arrangements in accordance with Article 16.

15.4 The workweek shall normally be five days per week from Monday to Friday inclusive with two (2) consecutive days off. An Employee may be scheduled by the University for a regular workweek other than Monday to Friday. In such cases, an Employee shall be entitled to two (2) consecutive days off.

15.5 Employees are entitled to a one (1) hour lunch period to be scheduled, where circumstances permit, as close as possible to the middle of the day (12:00 noon to 2:00 p.m.); (5:00 p.m. to 7:00 p.m.). Where a Regular Part Time or Sessional Part Time Employee is scheduled in excess of four (4) consecutive hours, they shall be entitled to receive a one (1) hour unpaid meal period, as may be agreed between the Employee and the Department Head or designate.

15.6 Employees are entitled to a fifteen (15) minute break period in the morning and afternoon, as scheduled by the Department Head or designate.

15.7 A Regular Part Time or Sessional Part Time Employee shall be entitled to one (1) fifteen (15) minute break during their work shift and where their work shift is six (6) or more hours, the Employee shall be entitled to a second, fifteen (15) minute break; as scheduled by the Department Head or designate.

**ARTICLE 16 JOB-SHARING**

16.1 The University will consider requests for job sharing. Such requests must be approved by the Department Head and the Senior Director, Human Resources and shall not negatively impact on the operations or service provided by the department. A position must be shared for a minimum of one (1) year. Both Employees must be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job shared.

16.2 Employees in job sharing situations will be members of the bargaining unit and be covered by this collective agreement.

16.3 The Host Employee shall be defined as the Employee who requested the job share arrangement. In cases where the job share arrangement is requested jointly, or by the University, the Host Employee shall be determined by seniority in accordance with Article 11. Where both employees hold the same seniority, Host/Guest status shall be agreed to by the Employees and the Union.

- 16.4 The terms and conditions governing job-sharing arrangements will be mutually agreed to, in writing, by the Employee, Union and the Employer. Such agreement shall contain all terms and conditions of the job-sharing arrangement, such as: identification of Host Employee and Guest Employee, salary, provision for continuation of benefits, length of the agreement, host/guest split and review process. For the term of the job-sharing arrangement, these terms and conditions will supersede the relevant articles of the collective agreement, for those employees.
- 16.5 Upon request of the Host Employee, job-share arrangements may be extended with the mutual consent of the Union and Employer.
- 16.6 Either participant or the Employer may terminate a job-share agreement prior to its expiry date by providing a minimum thirty (30) working days notice, in writing,
- 16.7 Where a job-sharing arrangement is terminated by the Guest or Host Employee, the University shall not be obligated to find a replacement and the position shall revert to a full-time position.
- 16.8 Upon termination of the job sharing arrangement, the position shall revert to a full-time position. The Host Employee shall have the option to reoccupy the full time position without posting the position. Where the Host declines this option, the position shall be posted in accordance with Article 9.

#### **ARTICLE 17 OVERTIME**

##### **17.1**

- (a) Overtime means time worked by an Employee in excess of the current workweek as per Article 15.1 or 15.2 as the case may be, or on a holiday as per Article 30. All overtime shall be scheduled and authorized by the appropriate Department Head or designate.
- (b) Overtime shall be scheduled not less than four (4) hours before commencement of the overtime period. Should less than four (4) hours notice be given, the Employee shall have the right to refuse the overtime request.

17.2 The University shall make every effort to allocate overtime equally among qualified Employees.

17.3 An Employee must work at least fifteen (15) minutes beyond the regular workday to qualify for overtime credits. An Employee who is required to work a minimum of three (3) hours of overtime beyond the scheduled tour of duty shall be given a second meal period of not more than thirty (30) minutes which shall be considered as time worked and where a meal is not provided shall be reimbursed at the rate of \$10.00 for this meal.

##### **17.4**

- (a) Employees required to work in excess of the normal seven (7) hours per day, will be compensated for all such hours at the rate of one and one-half (1.5x) times their regular rate of pay.
- (b) Employees required to work on a scheduled day off will be compensated for all hours worked at the rate of double (2x) times their regular rate of pay.
- (c) Employees required to work overtime may elect to accumulate time off in lieu of compensation in accordance with (a) and (b) above. Such time off in lieu may be accumulated to a maximum of one (1) week. Such accumulated leave must be taken within one year after being earned, subject to operational requirements.

- 17.5 For the purposes of this article, hours off on approved leave with pay shall be counted as hours worked.
- 17.6 An Employee scheduled to work overtime, where the University has stipulated that the overtime will be performed at a time which is not continuous with their regularly scheduled working day, or on a day where they are not scheduled to work, shall receive a minimum of two (2) hours at the applicable overtime rate.
- 17.7 A Regular Part Time or Sessional Part Time Employee shall be eligible for overtime compensation only where they work in excess of thirty-five (35) hours per week or seven (7) hours in one day, or where they are regularly scheduled to work more than seven (7) hours in one day, in excess of their regular hours of work in one day. Overtime rates shall apply as per Articles 17.3 and 17.4.

#### **ARTICLE 18 CALLBACK AND STANDBY AND WORK FROM HOME**

- 18.1 When an Employee is called back and reports to work after they have left their place of work, the Employee shall be paid at the applicable overtime rate for each hour worked on the callback with a minimum of four (4) hours.
- 18.2
- (a) The University may, from time to time, request an Employee to be on standby duty. An Employee who has been assigned, by their Department Head or designate to hold themselves readily available to return to work when requested through a pre-arranged channel, shall be considered on standby duty.
  - (b) Standby duty will be rotated among qualified employees.
  - (c) Employees on standby duty will be compensated at a rate of \$12.00 for each standby period of eight (8) hours or less.
  - (d) The University will make a cell phone available to the Employee during their period of standby.
- No compensation shall be granted for the period of standby if the Employee is unable to report for duty when required.
- 18.3 When an employee is called at home, outside of scheduled working hours by their Department Head or designate authorized to assign work, and is required to perform a service from home as a result, they will be compensated at a rate of one and one-half (1.5x) times their regular rate of pay for a minimum of thirty (30) minutes, for each time called.

#### **ARTICLE 19 TEMPORARY ASSIGNMENT**

- 19.1 An Employee temporarily assigned to perform functions of a higher classification within the bargaining unit for a period exceeding five (5) working days shall be paid:
- (a) at step 1 of the higher classification, or
  - (b) at a rate equal to their existing salary plus the percentage equal to a one (1) step increment, whichever is the greater.

This higher rate of pay will apply, provided the Employee assumes the major duties and responsibilities of the position to which assigned, as agreed in writing. An employee shall have the right to refuse a temporary assignment.

Where circumstances warrant, a temporary assignment may be authorized retroactively.

- 19.2 An Employee temporarily assigned to perform functions of a lower classification will maintain their regular salary.

## **ARTICLE 20 TEMPORARY EMPLOYEES**

- 20.1 Notwithstanding anything in this agreement to the contrary, an employee may be hired by the University for the purpose of filling a temporary vacancy, provided the temporary period of employment does not exceed nine (9) months. Extensions to an employee's original period of temporary employment, not to exceed twelve (12) months, may be implemented through mutual agreement between the University and Union Local. In the case of Pregnancy/Parental Leave, the temporary period of employment shall be up to twelve (12) months. In the case of Long Term Disability, the temporary period of employment shall be up to twenty-four (24) months.
- 20.2 In filling temporary positions, first consideration will be given to any qualified Employees who are on the recall list as per Article 12.7 and 12.8.
- 20.3 Both parties recognize the mutual benefit of providing current bargaining unit Employees with opportunities for new work experiences within the bargaining unit and will endeavor to make Employees aware of such opportunities of twelve (12) months or greater duration. Human Resources will notify the Union Local President of such opportunities and related timelines. In addition, a list of such existing temporary opportunities will be published on the Human Resources website. Employees who meet the qualifications, possess the knowledge and experience and past performance to meet the job requirements, may make an expression of interest, in writing, to Human Resources for consideration. The employer shall advise interested employees of the rate of pay and hours of work for the temporary position prior to any re-assignment.
- 20.4 A member of the bargaining unit, who accepts a temporary position, retains their bargaining unit status and will return to their former position at the conclusion of the temporary position. Such appointments may be terminated with two (2) weeks notice.

## **ARTICLE 21 PAY PERIODS**

- 21.1 All employees shall be paid on every second Thursday, or, in the case that the payday is a holiday, on the first working day prior to the normal payday.
- 21.2 It shall be the responsibility of all employees to notify the University of any change in the Employee's address or telephone number. Employees can obtain and change this information by utilizing their access to the Employee Self Service system.

Changes to an Employee's marital status, dependents, benefits, pension and/or banking/payroll information must be reported directly to the University's Human Resources Department via the applicable forms.

All changes should be reported in a timely manner.

## **ARTICLE 22 OCCUPATIONAL HEALTH AND SAFETY**

- 22.1 The Employer and the Employees agree to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7 and regulations. Any breach of the Employer's obligations under that Act may be grieved pursuant to the grievance procedure as per Article 28.
- 22.2 The safety of its Employees is a primary concern of the University. The University will provide protective clothing, equipment and related training to its employees as required for safety in carrying out the duties of their position.
- 22.3 The Employer agrees to continue to support the Joint Occupational Health and Safety Committee at the University. Employees of this bargaining unit who are members of the Joint Occupational Health and Safety Committee will be given time off with pay to attend meetings and deal with Committee matters.

## **ARTICLE 23 PROTECTIVE CLOTHING**

- 23.1 Where protective clothing or equipment is required the University shall provide such items free of charge to the employee. In cases where laundering is necessary, it shall be the responsibility of the University.
- 23.2 Where uniforms, protective clothing or clothing allowances are currently provided by the University, the present practice shall continue.
- 23.3 It is agreed that issue and control of such clothing and equipment shall be regulated by the University. Where there is a dispute on the need for protective clothing or equipment the matter shall be referred to the Joint Occupational Health and Safety Committee.

## **ARTICLE 24 LABOUR-MANAGEMENT COMMITTEE**

- 24.1 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to the establishment of a Labour Management Committee for the purpose of facilitating communication on matters of labour relations, promoting a fuller understanding and confidence between management and labour and maintaining harmonious mutual relations between them.
- 24.2 The University and Union agree to meet on the initiative of either party by providing a proposed agenda to the President of the Union Local or the Vice President Finance and Administration. Upon receipt of the agenda, such meeting shall normally take place within ten (10) working days.
- 24.3 The Labour-Management Committee shall consist of not more than three (3) representatives from each of the University and the Union Local. A representative of each party shall be designated by each party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee. The Chair shall ensure minutes are taken and distributed to the Committee members.
- 24.4 The purpose of this Committee shall be to review complaints, suggestions or information placed before it by the University or Union Local, affecting the welfare of the bargaining unit members. Recommendations from the Committee shall be in writing and be made through the chairperson.
- 24.5 The Committee may invite participation of other employees of the University or people from outside the University for purposes of expertise on any matter being considered by the Committee.

- 24.6 The Labour-Management Committee shall not be a substitute for the process of grievance or arbitration and shall not consider matters currently under the grievance or arbitration procedures as defined in this Agreement.
- 24.7 Union representatives appointed to sit on the Labour-Management Committee shall be granted time off without loss of pay to attend meetings of the Committee.

## **ARTICLE 25 JOB EVALUATION**

- 25.1 The University shall use the Customized Structured Questionnaire Program for the evaluation of bargaining unit positions. No changes to the Program shall be implemented without consultation with the Union. Such changes will be reviewed by a committee appointed by the Labour Management Committee, with equal representation from each party. Representatives chosen by the Union may, upon request, receive training through Human Resources regarding the Program.
- 25.2 The Job Analyst appointed by the University shall classify positions within the bargaining unit in accordance with the Job Evaluation Program.
- 25.3 Subject to Article 25.4, the Job Analyst shall consider a review of any position where there has been a significant change in the duties, responsibilities, accountability or requirements of the position.
- 25.4
- (a) Positions shall be reviewed at least once every five years. The Department Head and the incumbent will receive notification from Human Resources and be required to complete a Job Evaluation Request Form. Such forms must be completed and received by Human Resources not later than the last working day of February of a given year. No extensions will be authorized unless the Employee is not provided with the forms at least twenty working days before the completed forms are due. Should no significant change be evident no review will take place. Changes in classifications resulting from a review shall be effective from the date the Job Evaluation Request Form and full and complete supporting documentation was received by Human Resources. The Job Analyst may request additional information to aid in the evaluation. Such requests will not alter the effective date for changes in classification.
  - (b) When a new position is created a job description shall be prepared by Human Resources in consultation with the Department. The job description shall be assigned a provisional rating by Human Resources for the purposes of job posting and the assigned rating will apply for a minimum of one year. At such time, Human Resources shall provide the Department Head and the incumbent with the necessary forms to initiate a formal evaluation of the position. A Job Evaluation Review Request Form must be received by Human Resources not later than the last working day of October. No extensions will be authorized. Following the formal evaluation of a new position, any necessary adjustments in salary grouping will be made effective to the date of hire.
  - (c) Once every 24 months, employees may request a review of their job by Human Resources in cases where duties and responsibilities have changed significantly enough to warrant a review. Should no significant change be evident no review will take place. Changes in classifications resulting from a review request shall be effective from the date the Job Evaluation Request Form and full and complete supporting documentation was received by

Human Resources. The Job Analyst may request additional information to aid in the evaluation. Such requests will not alter the effective date for changes in classification.

- (d) Upon completion of the evaluation of an Employee's position, the incumbent shall be provided with the factor scores and total points for their position.

25.5

- (a) Results of a review may be appealed to the Job Evaluation Appeal Committee (JEAC).
- (b) A completed Job Evaluation Appeals Form (JEAF) shall be forwarded to Human Resources within ten working days of the receipt of the evaluation results.
- (c) The Job Evaluation Appeals Committee may require an Employee, Department Head and Job Analyst to appear before it, to present and/or clarify materials received from Human Resources. A request by an Employee, Department Head or Job Analyst to appear before the JEAC will not be denied. Where an Employee appears before the JEAC, a request by the Employee to have a Union observer present will not be denied.
- (d) There shall be no recourse for re-evaluation beyond the appeals process. Decisions of the Job Evaluation Appeals Committee shall be final and binding and not subject to grievance or arbitration. Where no appeal has been filed, the decision of the Job Analyst shall be final and binding and not subject to grievance or arbitration.

25.6 When a job is reclassified upwards, the incumbent's salary will be increased to the appropriate salary group at the step closest to, but not less than, their current salary. When a job is reclassified downward, the incumbent's salary will be maintained until such time as the lower classification equates with the Employee's actual salary.

## **ARTICLE 26 OFFICIAL FILES**

- 26.1 Copies of documents on an Employee's official file, which may give rise to disciplinary action, shall be supplied concurrently to the Employee, with a copy to the Union.
- 26.2 Disciplinary actions taken and becoming part of the Employee's official file shall be removed after eighteen (18) months have elapsed, providing other disciplinary actions have not been issued within that period.
- 26.3 Where an infraction, giving rise to a grievance, has been disproved, any reference to the disciplinary action taken by the University relating to the infraction shall be removed from the Employee's official file.
- 26.4 For the purposes of promotion/transfer, the University shall not rely on documentation relating to past performance that has not previously been provided to the Employee.
- 26.5 An employee, or Union representative who has been given authorization in writing by the employee, may have access to the Employee's official file, in Human Resources, in the presence of the Senior Director, Human Resources or appointed designate.
- 26.6 Upon written request, an Employee shall be provided with a copy of any document in their file.
- 26.7 There shall be only one (1) recognized Employee official file and that file will be maintained in Human Resources.

## **ARTICLE 27 DISCIPLINE, SUSPENSION AND DISCHARGE**

- 27.1 The University shall have the right to discipline, transfer, demote, suspend or discharge an Employee for just cause.
- 27.2 When disciplinary action is taken against an Employee, the Employee shall be notified in writing within 21 calendar days of the cause and of the action taken or to be taken, with a copy forwarded to the Union President and the E.R.O. for NSGEU. The timelines of Article 28.2 (Grievance Procedure) will commence upon receipt of notification from the Employer.
- 27.3 Where an Employee claims to have been unjustly dealt with, the employee shall have the right to invoke the grievance process under Article 28 of this collective agreement. A grievance filed against a suspension may be filed at Step 1 and a grievance filed against a discharge may be filed at Step 2 of the grievance process.
- 27.4 Any meeting between the University and an Employee involving disciplinary action shall be in the presence of a Union Representative, unless the Employee confirms in writing that the Employee has waived union representation.
- 27.5 Where suspension or discharge has been dismissed under the grievance procedure, full reinstatement will be made to the Employee relating to salary, seniority and benefits.

## **ARTICLE 28 GRIEVANCE PROCEDURE**

In determining the time in which any step under the following is to be taken, Saturdays, Sundays, recognized holidays, or an authorized leave being paid directly by the University shall be excluded.

- 28.1 Any difference arising between the parties to this Agreement relating to the meaning, interpretation, or application of this Agreement, including allegations that the Agreement has been violated, may be the subject of a grievance and shall be processed in the manner following.
- 28.2 No grievance shall be processed through the grievance procedure which is not initiated by the Union within twenty-five (25) days after the incident giving rise to the grievance or within twenty-five (25) days of the Employee becoming aware of the incident giving rise to the grievance.
- 28.3 An Employee who feels that they have a complaint may first discuss the matter with the Department Head or designate. The Employee may have a Union Representative present, if so desired. When any complaint cannot be settled by the foregoing informal process, the formal grievance procedure may be invoked.
- 28.4 Subject to Articles 28.8 and 29.8, it is agreed that the presentation and processing of any grievance herein, including any arbitration procedures as specified in Article 29, must conform to the applicable procedure and time limits.
- 28.5

STEP ONE If the Employee or the Union is not satisfied with the decision of the Department Head or designate the Union may within ten (10) days of receipt of the decision or the date the decision should have been given, present a grievance in writing to the Senior Director, Human Resources, at the first level of the grievance procedure. If the Union does not receive a reply or satisfactory settlement within ten (10) days



from the date the Union presented the grievance to the Senior Director, Human Resources; the Union may proceed to Step Two.

**STEP TWO** Within ten (10) days from receipt of the decision, or the date a decision should have been given in Step One, the Union may present the grievance in writing either by personal service or by registered mail to the Vice-President Finance and Administration as the second level in the grievance procedure.

The Vice-President Finance and Administration shall reply, in writing, to the Union, within ten (10) days from the date the grievance was presented at Step Two.

If the Union does not receive a reply or satisfactory settlement of a grievance at Step Two, the Union may refer the grievance to arbitration as provided in Article 29.

- 28.6 Where a grievance is presented or at any meeting in accordance with the foregoing process, or hearing relating to a grievance, the affected Employee(s) and a representative of the Union Local shall be given the necessary time off without loss of pay.
- 28.7 Where either party to this Agreement disputes the general application, interpretation, or alleges a violation of an article of this Agreement, the dispute shall be discussed initially with the University or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as provided in Article 29 of this Agreement.
- 28.8 At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein.

#### **ARTICLE 29 ARBITRATION**

- 29.1 Where a difference arising between the parties related to the interpretation, application or administration of this Agreement, including questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated. Either of the parties may, after exhausting the grievance procedure in Article 28, notify the other party within fifteen (15) working days of the receipt of the reply at the second step of the Grievance Procedure of its desire to submit the difference or allegation to Arbitration before a single Arbitrator or an Arbitration Board.
- 29.2 Where the parties are agreed that a matter should be referred to a single Arbitrator, and
  - (a) they are able to agree upon the Arbitrator, then such Arbitrator shall be properly appointed, or
  - (b) they are unable to agree upon the Arbitrator, then the Minister of Labour for Nova Scotia shall make the appointment.
- 29.3
  - (a) 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.
  - (b) The party which has requested arbitration shall indicate the name of its appointee to the Arbitration Board.
  - (c) The other party shall name its appointee within seven (7) working days.
  - (d) The two appointees shall select a chairperson by mutual agreement.

- (e) 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 Labour for Nova Scotia.
- 29.4 The Board may determine its own procedure in accordance with the Trade Union Act, and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation, and shall make every effort to render a decision within thirty (30) working days of its first meeting.
- 29.5 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Arbitration Board shall be binding, final, and enforceable on the parties. The Board shall have the power to rule on a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change, alter, modify or amend any of the provisions of this Agreement.
- 29.6 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Arbitration Board to reconvene the Board to clarify the decision which it shall make every effort to do within seven (7) working days.
- 29.7
- (a) Each party shall pay one-half (1/2) the expenses of a single Arbitrator except when the Arbitrator has been appointed by the Minister of Labour, in which case the expenses shall be apportioned as provided by Section 41 of the Trade Union Act.
- (b) Where the matter has been dealt with by an Arbitration Board, each party shall pay the expenses of its own appointee and one-half (1/2) the expenses of the chairperson.
- (c) Where the chairperson of an Arbitration Board has been appointed by the Minister of Labour, the costs shall be apportioned as provided in Section 41 of the Trade Union Act.
- 29.8 The time limits fixed in the arbitration procedures may be altered by mutual consent of the parties, but the same shall be in writing.
- 29.9 The affected Employee(s) and Union Local representatives required to be present at an Arbitration hearing shall be given time off without loss of pay.

### ARTICLE 30 PAID HOLIDAYS

- 30.1 The following shall be paid holidays:

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

Plus such other holidays duly proclaimed by Federal, Provincial, or Municipal authority as a public holiday and any holidays declared to be of general application throughout the entire University.

- 30.2 When a paid holiday falls on an Employee's scheduled day off, the Employee shall receive another day off at a time mutually agreed upon by the Employee and the University.
- 30.3 Employees who are required to work on a paid holiday will be compensated, in addition to their regular salary, at the rate of one and one-half times (1.5x) for each hour worked on the holiday.
- 30.4 Employees will not be entitled to pay for a holiday if they are on unauthorized leave on the holiday, or they are not otherwise entitled to pay for the workweek in which the holiday occurs, or they are not otherwise entitled to pay for the scheduled working day immediately preceding and following the holiday.
- 30.5 This article does not apply to Sessional Part-Time Employees except that a Sessional Part Time Employee required to work on a holiday shall be paid at the rate of one and one-half times (1 ½ x) for the number of hours the Employee works on a holiday.

#### **ARTICLE 31 ANNUAL VACATION**

- 31.1 For the purposes of this Agreement and subject to Article 31.2, employees shall accumulate annual vacations to annual maximums as follows:
  - (a) Employees commencing employment with the University during one vacation year will accumulate one and one-quarter (1-1/4) days per month to a maximum of fifteen (15) working days to be used as vacation during the following vacation year;
  - (b) employees who have more than one (1) year of service but less than ten (10) years of service, will accumulate one and one-quarter (1-1/4) days per month to a maximum of fifteen (15) working days;
  - (c) employees who have more than ten (10) years of service but less than twenty (20) years of service, will accumulate one and two-thirds (1-2/3) days per month to a maximum of twenty (20) working days;
  - (d) employees who have more than twenty (20) years of service, will accumulate two and one-twelfth (2-1/12) days per month to a maximum of twenty-five (25) days.
- 31.2 Annual leave credits are accumulated each calendar month that an employee has fifteen (15) full days with pay. For the purposes of computing vacation credits, each calendar month that an employee has fifteen (15) full days with pay, they will earn one twelfth (1/12) of their maximum vacation for the vacation year. Where an employee does not have a calendar month consisting of fifteen (15) full days with pay, they will not earn credit towards their annual vacation during that month and their vacation entitlement for the vacation year will be prorated accordingly.
- 31.3
  - a) Annual vacation periods shall be assigned and taken within the vacation year July 1<sup>st</sup> to June 30<sup>th</sup> depending on department operational requirements. Employees are provided access to their vacation entitlement through the Employee Self Service system.
  - b) Vacation preference shall be given to employees on the basis of seniority. In order to exercise seniority for preference(s) of vacation dates, an employee shall advise the University in writing on the appropriate form no later than April 30<sup>th</sup> of their vacation preference(s) for the upcoming vacation year. The Department Head or designate will respond to the submitted vacation request(s) by May 30<sup>th</sup> indicating whether or not the

employee's vacation request(s) is approved and return a copy to the employee. The Department Head or designate will submit approved vacation form(s) to Human Resources.

- c) In the event an employee fails to make written application for vacation on or before April 30<sup>th</sup>; the University shall not be required to give them preference over less senior employees.
- d) Employee applications for vacation other than requests under 31.3(b) shall be submitted in writing on the appropriate form to the Department Head or designate at least twenty (20) working days prior to the requested vacation date. Requests submitted with less notice may be approved. The Department Head or designate will respond as soon as possible to the submitted vacation request(s) indicating whether or not the employee's vacation request(s) is approved and return a copy to the employee. The Department Head or designate will submit approved vacation form(s) to Human Resources.
- e) Subsequent changes requested by Employees to scheduled vacation periods will be subject to operational requirements determined by the Department Head or designate.

31.4

- a) Prior written authorization by the Department Head or designate must be received for all vacation leave provided for in Article 31.3.

31.5

An Employee whose anniversary date falls within the vacation year in which the Employee is eligible to receive an additional week's vacation, as Article 31.1 applies, the Employee is entitled to take the applicable additional vacation in that year.

- 31.6 Annual vacations or portion of vacations, not to exceed five (5) vacation days, may be carried over from one year to the next, upon the request of the Employee and with the approval of the Department Head with a copy to Human Resources. In exceptional non-recurring circumstances, vacation entitlements in excess of 5 vacation days may be carried over to the next vacation year, with the approval of the Department Head and the Senior Director of Human Resources.

- 31.7 If while on vacation an Employee's vacation is interrupted;

- (a) for a period of three (3) consecutive calendar days or more through serious illness or injury which disables the Employee;
- (b) for a shorter period, all or part of which involves hospitalization; or
- (c) due to a death in the immediate family which qualifies for bereavement leave;

the period of annual vacation so displaced shall be charged against the Employee's sick leave credits or to bereavement leave, as appropriate, when medical evidence satisfactory to the University is provided.

- 31.8 Upon request, Human Resources will provide the Employee with a report of their accumulated vacation entitlement for the current year, including any balance that is being carried forward from the previous year.

- 31.9 A Sessional Employee shall be paid vacation pay in accordance with the Labour Standards Code for the Province of Nova Scotia.

- 31.10 Notwithstanding the provisions of Article 31 of this Agreement, the University agrees that should the current practice of Christmas Closure be discontinued, the Collective Agreement will be re-opened for the purpose of negotiating a revised Article.
- 31.11 This article does not apply to a Sessional Part Time Employee except that they shall receive vacation pay as provided by the Labour Standards Code for the Province of Nova Scotia.

#### **ARTICLE 32 SICK LEAVE**

- 32.1 Sick leave is available to provide protection for an Employee from loss of earnings due to illness or injury. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from duty due to illness or injury.
- 32.2 In all cases of illness or injury, it is the responsibility of the Employee to notify the Department Head or designate not later than one (1) hour of the commencement of the Employee's normal starting time, unless circumstances prevent the Employee from doing so.
- 32.3 Abuse of sick leave shall be grounds for disciplinary action up to and including discharge in an appropriate case. Without limiting the generality of the foregoing, where the University has reason to believe an Employee is abusing sick leave privileges, the University may issue to the Employee a standing directive that requires the Employee to submit a medical certificate in form satisfactory to the University for any period of absence for which sick leave is claimed.
- 32.4 Sick leave credits are accumulated at the rate of one and one-quarter (1.25) days (8.75 hours) each calendar month that an employee has fifteen (15) full days with pay. In any calendar month that an employee does not have fifteen (15) full days with pay, the Employee will not accumulate sick leave credits.
- 32.5
- (a) A potential employee may be required to undergo, without cost to them, a medical examination(s) by a physician of the University's choice in the following instances:
    - i) prior to employment;
    - ii) Immediately following employment.
  - (b) An Employee may be required to undergo, without cost to the Employee, a medical examination by the Employee's treating physician(s) or appropriate health care practitioner(s) where there are repeated or prolonged absences or the University suspects an abuse of sick leave, provided the Employee is provided with a copy of the medical report.
- 32.6
- (a) Employees absent from duty because of illness or injury shall submit to their Department Head or designate, within one (1) working day following the Employee's return to work, an application for sick leave on the appropriate form, as provided.
  - (b) Upon the request of the University, Employees shall provide medical information, stating the nature of their illness. Such information shall be provided to Human Resources. Medical information will be held in confidence by Human Resources, and not released without the consent of the Employee.

32.7

- (a) All Employees covered by this Agreement who are on extended leave due to sickness or injury will be eligible for long term disability benefits, as applicable, having completed the *Qualifying Disability Period* as defined by the University's long-term disability insurance policy, for eligibility and transition to long-term disability benefits. Application will be made on behalf of the Employee by Human Resources and upon acceptance by the carrier; said Employee will be placed on long-term disability.
- (b) Any Employee who is absent due to illness or injury for the *Qualifying Disability Period* and who has a balance of sick leave in excess of the required days for the *Qualifying Disability period*, are intended to remain in the Employee's accumulated sick leave bank for future use, upon return to the workplace, and in the event of the Employee's requirement for additional paid sick leave for the same or another illness or injury.

32.8 A Sessional Full-Time Employee shall, accrue sick leave credits in accordance with Article 32.4 and shall be entitled to carry accumulated sick leave from one period of employment to the next.

32.9 A Sessional Part-Time Employee shall accumulate sick leave credits on a monthly basis according to the following formula

$$\frac{\text{Average number of hours worked per week}}{35 \text{ hours}} \times 1.25 \text{ days (8.75 hours)}$$

32.10 Medical/Dental Appointments:

Employees may use sick leave for the purposes of attending medical/dental appointments. Employees shall make every effort to schedule such appointments outside of normal working hours. The University reserves the right to request proof of such attendance, provided that such request will be made to the employee prior to the appointment occurring.

32.11 Employees are provided access to their sick leave entitlement through the Employee Self Service system.

32.12 In the case of an Employee who is injured on duty, and is excluded from the Workers' Compensation insurance plan, the following shall apply:

- (a) the Employee must provide evidence of injury on duty through medical certificate satisfactory to the University, as well as the University's injury/incident report;
- (b) the Employee must apply for sick leave in accordance with Article 32.
- (c) in the event the Employee has exhausted earned sick leave credits, the Employee will be eligible to apply for Employment Insurance (EI) sick leave benefits;
- (d) if the Employee is disentitled/denied EI sick leave benefits, the University, upon proof of decision from EI, agrees to compensate the Employee an amount equal to the gross EI benefit rate, less statutory deductions. The amount shall be based on the Employee's regular rate of pay at the time of the injury on duty. The total period of compensation shall not exceed ninety (90) calendar days from the date the Employee was absent from work as a result of being injured on duty.

- 32.13 In the case of an employee who is injured on duty and receiving replacement earnings from the Workers' Compensation Board (WCB), the University shall compensate the employee any additional amount necessary to maintain the employee's regular rate of pay by depleting earned sick leave credits available on the effective date of the WCB claim for a period not to exceed ninety (90) calendar days. An employee who does not have sick leave credits will not receive WCB top-up.

#### **ARTICLE 33 COURT DUTY**

- 33.1 Leave of absence with pay shall be given to every Employee other than an Employee on leave of absence without pay or under suspension who is required:
- (a) to serve on a jury, or
  - (b) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court.
- 33.2 Employees called for jury selection/duty and released prior to court proceedings shall be required to return to work.
- 33.3 The Employee shall advise their Department Head, immediately upon being served a subpoena or summons as a witness or a juror. Upon request, the Employee shall provide proof of being served with such subpoena or summons.

#### **ARTICLE 34 LEAVE OF ABSENCE WITHOUT PAY**

- 34.1 An Employee may be granted leave of absence without pay for good and sufficient cause, subject to operational requirements. Such requests shall be in writing to the Department Head or designate with a copy to Human Resources with as much notice as circumstances allow. The requests shall outline all relevant details of the purpose of the leave.
- 34.2
- (a) The Senior Director, Human Resources will respond to the request in writing, with a copy to the Union after consultation with the Department Head or designate.
  - (b) Employees granted an absence without pay shall prepay their benefit premiums, as applicable.
- 34.3 The duration of an unpaid leave of absence shall not normally exceed twelve (12) months.
- 34.4 An Employee shall be considered to have submitted their resignation on the date on which the leave commenced if the Employee does not return to work at the end of the leave, unless authorization to extend the leave has been received in writing from the Senior Director, Human Resources, or unless the Employee is prevented from returning by forces beyond their control.
- 34.5 Upon return to work, the University will reinstate the Employee in their previous position. If that position no longer exists, the provisions of Article 12 will apply.
- 34.6 An Employee will not accumulate seniority while on unpaid leave for the purpose of Article 11 (Seniority) and Article 31 (Annual Vacation). However, such unpaid leave shall not constitute a break in continuity of service.

## **ARTICLE 35 PREGNANCY AND PARENTAL LEAVE**

### **35.1 Pregnancy Leave**

- (a) Subject to the notice provisions of Article 35.4, the Employer shall upon the request of a pregnant Employee and upon receipt of a medical certificate indicating the expected birth date, grant the Employee seventeen (17) weeks of unpaid Pregnancy Leave.
- (b) An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

### **35.2 Pregnant Employee Rights**

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (c) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 35.1 may be granted sick leave in accordance with the provisions of Article 32.

### **35.3 Pregnancy Leave with Supplemental Benefits**

During the period of Pregnancy Leave

- (a) As specified in Article 35.1 (a), a full-time, sessional full-time Employee with more than one year's service but less than three years' service at the University, will be maintained at 80% of her regular earnings for a period not to exceed seventeen (17) weeks. A full-time, sessional full-time employee who has three (3) years of service or more will be maintained at 95% of her regular earnings for a period not to exceed seventeen (17) weeks. The supplementary benefits will be implemented as follows:
  - i) for the first two (2) weeks the Employee shall receive 80%/95% of her regular salary;
  - ii) for up to a maximum of fifteen (15) additional weeks, the Employee shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 80%/95% of the Employee's regular salary;
  - iii) in the case of 35.3(a), payments shall begin no earlier than eight (8) weeks before the expected birth date and end no later than seventeen (17) weeks after the birth date unless the child is confined to hospital. In the event of a miscarriage or a stillbirth, the employee shall be entitled to sick leave under Article 32.
- (b) To receive the supplementary employment benefits defined in 35.3 (a) ii, the Employee shall supply the Employer with proof of application to Employment Insurance for EI Pregnancy Leave Benefits.
- (c) If the full-time, sessional full-time Employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits, the Employer will maintain the Employee at the appropriate percent (80%/95%) of her regular earnings for the period of her leave.



35.4 Notice Required for Pregnancy Leave

- (a) The Employee shall give the Employer at least four (4) weeks' written notice of the date the Pregnancy Leave, as per Article 35.1 is to begin.
- (b) The notice period in Article 35.4(a) shall not apply if the Employee stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the Employee was expected to give birth. In such circumstances, the Employee shall, within two weeks of stopping work, give the Employer:
  - i) written notice of the date the pregnancy leave began or is to begin, and
  - ii) a certificate from a legally qualified practitioner that,
    - (1) in the case of the Employee who stops working because of complications caused by her pregnancy, states that the Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
    - (2) in any case, states the date of birth, stillbirth or miscarriage and the date the Employee was expected to give birth.
- (c) Where notice required under Article 35.4(a) or 35.5(c) is not possible due to circumstances beyond the control of the Employee, the Employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

35.5 End of Pregnancy Leave

- (a) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave under Article 35.7 shall end seventeen (17) weeks after the Pregnancy Leave began.
- (b) The Pregnancy Leave of an Employee who is not entitled to take Parental Leave shall end on the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, stillbirth or miscarriage whichever is later. In the case of stillbirth or miscarriage, the Employee will also be entitled to sick leave coverage, under Article 32 and other salary insurance coverage after the date the pregnancy ends if the Employee cannot return to full-time work for medical reasons.
- (c) If an Employee on Pregnancy Leave wishes to take less than seventeen (17) weeks' Pregnancy Leave, the Employee shall give written notice to the Employer of her intention to return to work at least four (4) weeks prior to her expected date of return.

35.6 Post-Natal Leave

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

35.7 Parental Leave

- (a) An Employee who has been employed with the Employer for at least thirteen (13) weeks, who becomes a parent for one or more children through the birth of the child or children, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) An Employee who becomes a parent for one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or

children pursuant to the law of the Province, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.

- (c) Where an Employee takes pregnancy leave pursuant to Article 35.1 and the Employee's newborn child or children arrive in the Employee's home during pregnancy leave, parental leave begins immediately upon completion of the Pregnancy Leave and without the Employee returning to work and ends not later than thirty-five (35) weeks after the Parental Leave began.
- (d) Where an Employee did not take pregnancy leave pursuant to Article 35.1, parental leave begins on such date as determined by the Employee coinciding with or after the birth of the child or children first arriving in the Employee's home and ends no later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the Employee's home, whichever is earlier.
- (e) When a parental leave has begun, and the child is hospitalized for at least one week, the Employee is entitled to resume work and to defer the unused portion of the Parental Leave until the child is discharged from hospital.
  - i) An Employee is entitled to only one interruption or deferral of a Parental Leave.
  - ii) An Employee who intends to use a deferral shall give the Employer, in writing, as much notice as possible of the dates of resumption of employment and the Parental Leave.

#### 35.8 Parental Leave with Supplemental Benefits

- (a) In accordance with the requirements set out in this article a full-time, sessional full-time Employee who is eligible for Parental Leave under Article 35.7 and who is the non-birth parent or who has adopted a child(ren) five years of age or younger will receive supplemental benefits as follows:
  - i) A full-time or sessional full-time employee with more than one (1) year's service but less than three (3) years' service at the University, will be maintained at 80% of their regular salary for a period not to exceed ten (10) weeks.
  - ii) A full-time or sessional full-time employee who has three (3) years of service or more at the University will be maintained at 95% of their regular salary for a period not to exceed ten (10) weeks.
- (b) To receive the supplemental employment benefit defined in Article 35.8 (a), the Employee shall supply the Employer with proof of application to Employment Insurance for EI Parental Leave Benefits.
- (c) If the full-time or sessional full-time Employee who is eligible for supplemental Parental Leave Benefits under Article 35.8 (a) is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for Parental Leave, the Employer will maintain the Employee at the appropriate percent of their regular salary for the period of the leave.

#### 35.9 Notice Required to Take Parental Leave

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

- (b) If an Employee on Parental Leave wishes to take less than thirty-five (35) weeks of Parental Leave, the Employee shall give written notice to the Employer of their intention to return to work at least four (4) weeks prior to the expected date of return.

35.10 General Considerations

- (a) Provisions of the Pregnancy Leave and/or Parental Leave for an Employee shall be in accordance with the Nova Scotia Labour Standards Code, R.S.N.S., 1989, c. 246, ss 59-60, and as further amended, unless increased leave or benefits are provided by this Collective Agreement.
- (b) All insurance coverage and benefits shall be maintained during the Pregnancy and/or Parental Leave periods. The Employee, on a prepaid basis, and the Employer shall pay their respective premiums to all insurance and benefit plans on the basis of the Employee's regular salary throughout the leave period.
- (c) Upon return to work from a Pregnancy and/or Parental Leave, the Employee shall resume their former position, with no loss of salary level, benefits, or in seniority, or vacation entitlements. The period of an Employee's leave shall be included in the calculation of their length of service for seniority purposes.
- (d) Notwithstanding Article 10.1, an employee who commences Pregnancy and/or Parental Leave during their probationary period shall be required upon resuming their duties, to complete their probationary period before being eligible for confirmation.
- (e) If an employee resigns from the University or fails to return to work at the conclusion of their Pregnancy and/or Parental Leave and no extensions have been authorized, their employment shall be terminated effective their first day of actual absence.

- 35.11 A Sessional Part-time Employee shall not be eligible to supplemental pregnancy or supplemental parental leave benefits.

**ARTICLE 36 BEREAVEMENT LEAVE**

- 36.1 In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave with pay for a period of up to five (5) consecutive working days. Immediate family is defined as father, mother, legal guardian, brother, sister, spouse, child of the Employee, or child of the spouse.
- 36.2 In the event of the death of a mother or father of the spouse, the Employee shall be entitled to three (3) consecutive working days with pay.
- 36.3 In the event of the death of a grandparent or grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law, the Employee shall be entitled to two (2) consecutive working days with pay.
- 36.4 In the event of the death of an aunt, uncle, nephew or niece, the Employee shall be entitled to one (1) working day with pay.
- 36.5 In addition to the above, an Employee may be granted up to two (2) working days for travel and shall be paid for those travel day(s) which are not regularly scheduled days of rest.
- 36.6 In cases where extraordinary circumstances prevail, the University may grant special leave for bereavement in addition to the above as it determines necessary. This entitlement is subject to

the proviso that proper notification is made by the Employee to the Senior Director, Human Resources.

#### **ARTICLE 37 SPECIAL LEAVE**

37.1 Special leave with pay is designed to assist an Employee in coping with domestic contingencies or unforeseen emergencies that affect the Employee. Dependent upon circumstances, special leave may be granted for such contingencies as illness in the immediate family, moving, and for unforeseen emergencies.

#### **37.2 Citizenship Leave**

Upon ten (10) days prior notice to the Employer, an Employee, who would otherwise have been at work, shall be granted up to one (1) day leave of absence with pay to attend swearing-in ceremonies at Citizenship Court for the purpose of the Employee becoming a Canadian citizen.

#### **ARTICLE 38 CAREER DEVELOPMENT, CONFERENCE AND SEMINAR LEAVE**

38.1 Both parties recognize the mutual benefit of ongoing training and development for the Employee and the University. Employees are, therefore, encouraged to maintain, upgrade and develop skills and knowledge.

38.2 Where an Employee is requested to attend courses, conferences, meetings or seminars, time off with pay shall be granted. The University shall pay course tuition and all reasonable expenses for travel, meals and accommodations as per the University's policy.

38.3 An Employee may request time off with pay and reasonable expenses to attend courses, conferences, meetings or seminars which are directly relevant to the skills required for the Employee's position. Such requests must be submitted in advance, in writing, to the Supervisor and Department Head for consideration in consultation with Human Resources.

38.4 Training provided and approved by the University shall normally take place during the Employee's workday. Where courses are given, either on or off campus, the duration of the instruction shall be considered as time worked. Hours of instruction that exceed the workweek as defined in Article 15.1 or Article 15.2 shall be considered time worked and the Employee shall be given equal time off at a mutually agreed time.

38.5 The University shall provide training where an Employee is required to operate equipment, software or administrative systems or procedures, the purchase or introduction of which has been duly authorized.

#### **ARTICLE 39 LEAVE APPLICATION**

39.1 An Employee shall, where possible, apply and receive prior authorization by the Department Head or designate for all leave, failing which an Employee shall be considered absent without permission.

39.2 The University may grant special leave with or without pay for such period as it deems the circumstances warrant.

#### **ARTICLE 40 TUITION WAIVER**

- 40.1 All Employees, excepting Sessional Part Time, shall be entitled to sixty percent (60%) reduction in tuition for credit and non-credit courses taken at the University. Where such courses are authorized as job related, tuition will be waived at one hundred percent (100%).

A fifty percent (50%) reduction in tuition costs for credit courses taken at the University by an Employee's spouse and dependent children will apply.

In relation to credit courses this article will not apply to Doctoral Programs; the Executive Master of Business Administration Program or full cost recovery programs.

For the purposes of Article 40, a dependent child is defined as a child through birth or adoption or legal guardianship, of either a continuing Employee or a former Employee who has passed away while employed at the University, and said child is under twenty-six (26) years of age at the start date of the semester.

- 40.2 Credit courses undertaken at the University shall normally be outside of regular working hours. An Employee may request to undertake such courses during working hours provided that:

- (a) operational requirements are met and maintained;
- (b) except as provided for in Article 40.3 time lost while in class during working hours can be made up at a mutually agreed time.

Requests for time off under these circumstances shall be made through the Department Head or designate in consultation with the Senior Director, Human Resources.

- 40.3 Where an Employee is requested by the University to enrol in a credit or non-credit course directly related to the job, and where the course is scheduled during the Employee's normal working hours, time off with pay will be granted and all tuition costs and the cost of required textbooks for the course shall be paid by the University.

- 40.4 If a Full-Time or Sessional Employee dies while employed by the University or while in receipt of Long Term Disability and with no less than five (5) years' service, the Employee's dependent children shall be entitled to a waiver of tuition at one hundred percent (100%) for degree credit courses undertaken at Saint Mary's University until the completion of a degree.

#### **ARTICLE 41 BENEFITS**

##### **41.1**

- (a) Subject to the other provisions of this Article, the University shall provide group benefits to Employees pursuant to the terms of the Group Benefit Plans currently in effect, as applicable and as amended from time to time by the University.
- (b) The University agrees that prior to implementing changes in existing benefit plans, to consult with the Union.

- 41.2 Full-Time Sessional and Regular Part-Time Employees shall be entitled to enrol in the group benefit plans in effect throughout the University. During the periods of their absences such Employees will pre-pay the required cost-shared premiums.

##### **41.3**

- (a) The University will maintain its current practice in cost sharing fifty percent (50%) of extended health care benefits premiums.

- (b) The University and the Employees shall make contributions to the pension plan in accordance with the pension plan as follows:

<u>Employee</u>	<u>Employer</u>
6.0%	8.0%

- 41.4 This article does not apply to Sessional Part Time Employees.

#### **ARTICLE 42 NOTICE OF RESIGNATION/RETIREMENT**

- 42.1 If an Employee desires to terminate employment, the Employee shall submit their notice of resignation/retirement in writing to their immediate supervisor with a copy to Human Resources not less than ten (10) working days prior to the effective date of termination, provided, however, that the University may accept a shorter period of notice. If an Employee fails to provide ten (10) working days notice of intention to terminate employment or leaves during the period of notice, the Employee's salary shall cease from the date the duties were last performed by the Employee at the University.

#### **ARTICLE 43 TRAVEL EXPENSES**

- 43.1 An Employee shall not be required to use their vehicle on University business.
- 43.2 The University agrees that the travel policy in effect at the University shall apply.

#### **ARTICLE 44 SEXUAL HARASSMENT / HARASSMENT**

- 44.1 Saint Mary's University wishes to maintain an equitable environment for work and study on campus. Therefore it does not condone sexual harassment/harassment and it actively seeks to prevent sexual harassment/harassment of its students and employees.
- 44.2 It is the responsibility of all members of the University Community to contribute to a safe environment free from sexual harassment/harassment.
- The definitions and procedures of the University Policy on the Prevention and Resolution of Harassment and Discrimination are intended to contribute to the reduction of sexual harassment/harassment, and to the expeditious investigation and resolution of complaints of sexual harassment/harassment, with fairness to all concerned, and are applicable to all members of the bargaining unit. The University and Union endorse the definition of sexual harassment/harassment and the procedures for dealing with sexual harassment/harassment as set forth in the policy.
- 44.3 The Union Local's representative(s) on the Conflict Resolution Advisory Committee and/or an employee who is required to participate in a sexual harassment/harassment case shall be given time off without loss of pay.

#### **ARTICLE 45 EMPLOYER LIABILITY**

- 45.1 The Employer shall indemnify and save harmless all Employees from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring during the course of or performed pursuant to and within the scope of their employment, save and except in the case of gross negligence or wilful misconduct, provided timely notice is given to the Employer of any occurrence giving rise or likely to give rise to a claim against a member of the Employer.

#### **ARTICLE 46 COPIES OF THE AGREEMENT**

- 46.1 The University will make available a copy of the collective agreement on the University website. The University shall provide ten (10) printed copies both to the Union and the Union Local.
- 46.2 The University shall provide every new Employee with a web link to an electronic copy of the Collective Agreement at the time of hiring.

#### **ARTICLE 47 SALARY AND CLASSIFICATION**

- 47.1 Classifications and salary rates contained in Schedule II form part of this Agreement.
- 47.2
- (a) The salary rates contained in Schedule II A of this Agreement shall be paid retroactively to and including July 1st, 2015 and shall be applicable to members of the bargaining unit on the date of the signing of this Agreement.
  - (b) The salary rates contained in Schedule II B of this Agreement shall be effective July 1st, 2016.
  - (c) The salary rates contained in Schedule II C of this Agreement shall be effective July 1st, 2017.
- 47.3 Progression within a salary group shall be automatic and shall occur on the first (1st) day of July, except in the following cases:
- (a) Those Employees newly hired after March 31st, and prior to July 1st shall not progress from the salary step upon appointment;
  - (b) Those Employees who do not have at least six (6) months of compensated service since July 1st of the previous year, as the result of extended leave.
- 47.4 The rate of compensation of a person upon appointment to a position shall not be less than Step 1 prescribed for the classification to which they are appointed.
- 47.5 The rate of compensation of a person upon appointment to a position may be at a rate higher than Step 1 but not greater than Step 8 of any salary group prescribed for the classification if, in the opinion of the University, such higher rate is necessary to effect the appointment of a qualified person to the position if they have qualifications in excess of the minimum requirements for the position.
- 47.6 The rate of compensation of an Employee upon promotion to a position in a higher salary group shall be at the next higher rate or Step 1 of the new classification, whichever is greater.
- 47.7 The rate of compensation of an Employee upon promotion to a position may be at a rate higher than that designated in Article 47.6 but not greater than Step 8 of the promoted salary group if, in the opinion of the University, such higher rate is necessary to effect the promotion of a qualified person to the position.
- 47.8 Employees' salaries shall be determined as follows:
- 2015
- (a) The salary scale effective July 1, 2015 will be increased by one and one half percent (1.50%).
  - (b) Employees eligible for step progression will move to the next step in the applicable salary group effective July 1, 2016.

2016

- (a) The salary scale effective July 1, 2016 shall be increased by one and three quarter percent (1.75%).
- (b) Employees eligible for step progression will move to the next step in the applicable salary group effective July 1, 2017.

2017

- (a) The salary scale effective July 1, 2017 shall be increased by one and three quarter percent (1.75%).
- (b) Employees eligible for step progression will move to the next step in the applicable salary group effective July 1, 2018.

- 47.9 The rate of compensation for a Sessional Part-Time hourly paid Employee shall be 90% of the applicable salary step in the appropriate classification group.

**ARTICLE 48 REVISION OR WAIVER**

- 48.1 Changes to this Agreement may be made by mutual consent at any time during the life of the Agreement. Such amendment shall be in writing.
- 48.2 If laws are passed, applying to Employees covered by this Agreement, rendering any provision of this Agreement null and void, the remaining provisions of this Agreement shall remain in effect for the term of the Agreement.

**ARTICLE 49 TERM OF AGREEMENT**

- 49.1 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.
- 49.2 Within twenty (20) working days of receipt of notice of one party, the other party shall enter into negotiations of a new Agreement



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

SIGNED, SEALED AND DELIVERED this 11<sup>th</sup> day of April, 2016, in the presence of:

**SAINT MARY'S UNIVERSITY**

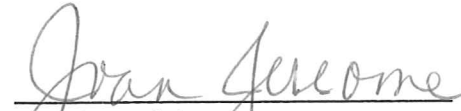
  
\_\_\_\_\_  
President of the University

  
\_\_\_\_\_  
Vice President, Finance and Administration

  
\_\_\_\_\_  
Witness to the signing by  
Saint Mary's University

**Saint Mary's University Bargaining Committee**  
Kim Squires  
Valerie Dubois  
Kennedy Fitzgerald  
Jennifer White

**NOVA SCOTIA GOVERNMENT  
AND GENERAL EMPLOYEES  
UNION, LOCAL 79**

  
\_\_\_\_\_  
President of the Union

  
\_\_\_\_\_  
Employee Relations Officer, NSGEU

  
\_\_\_\_\_  
President of NSGEU, Local 79

  
\_\_\_\_\_  
Witness to the signing by NSGEU

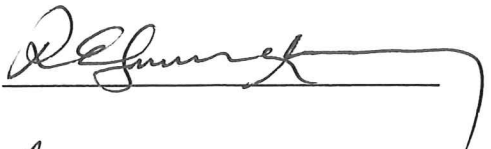
**NSGEU Local 79 Bargaining Committee**  
Colin Sutton  
Barb Bell  
Kathleen Jewell  
Walt Tanner

**MEMORANDUM OF UNDERSTANDING – PERFORMANCE APPRAISAL**

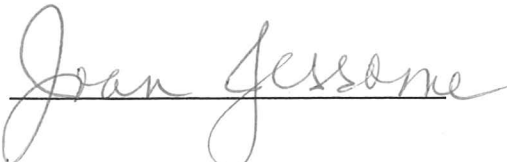
Through this Memorandum of Understanding, the parties agree that the process to develop a Performance Appraisal System, as per the Letter of Understanding dated May 6, 1999, will be delayed.

The University agrees to consult the Union through the Labour Management Committee, throughout the implementation of a System. Members of the NSGEU bargaining unit will be requested to provide feedback through the use of focus groups and pilot testing.

For the University

  
Glenelle Monis

For the Union



  
Tina Webb

DATED at Halifax, in the Province of Nova Scotia, this 11<sup>th</sup> day of April, 2016.

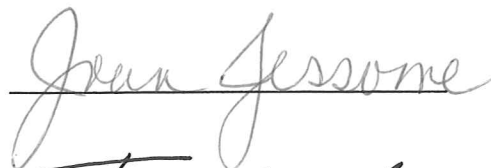

## MEMORANDUM OF UNDERSTANDING – DEFERRED LEAVE

Through this Memorandum of Understanding, the University agrees to maintain a Deferred Salary Leave Plan (DSLPL) applicable to the employees in this bargaining unit.

For the University

For the Union



DATED at Halifax, in the Province of Nova Scotia, this 11<sup>th</sup> day of April, 2016.

## MEMORANDUM OF UNDERSTANDING – JOB EVALUATION

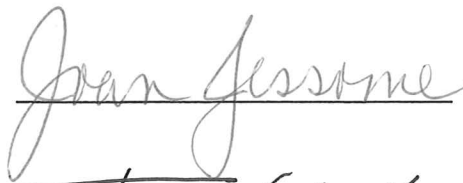
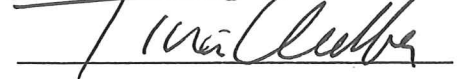
The Employer and the Union agree to establish a joint committee within sixty (60) calendar days of the signing of this agreement to discuss and have dialogue regarding the history, process, system, and education plan with respect to Article 25 – Job Evaluation.

The committee shall be comprised of three members appointed by the Employer one of who will serve as Chair and three members appointed by the Union (the Employee Relations Officer for NSGEU Local 79, the NSGEU Local 79 President, and a member of NSGEU Local 79).

For the University

For the Union

DATED at Halifax, in the Province of Nova Scotia, this 11<sup>th</sup> day of April, 2016.

## SCHEDULE I - JOB CLASSIFICATIONS COVERED BY THIS AGREEMENT

Job Title	Rank/ Group	Job Title	Rank/ Group
Library Clerk I	02	Program Assistant MBA	06
Receptionist Clerk	02	Secretary IV	06
Assistant Shipper Receiver CS Clerk	03	Senior Clerk Accounts Payable	06
Library Clerk II	03	Housing and Residence Life Representative	06
Sales Associate Merchandiser	03	Program Assistant, FGSR	06
Secretary I	03	Program Assistant, EMBA	06
Stores Clerk	03	On-Campus and Online Recruitment Coordinator	06
Information Services Clerk	04	Assistant Curator	07
Admissions Records Clerk	04	Coordinator Inventory and Distribution	07
Clerk Accounts Receivable	04	Coordinator Registry Services	07
Conference Services Assistant	04	Coordinator System Administrator	07
Instructional Resource Assistant	04	Coordinator Var Events Sports Info	07
Library Assistant I	04	Instructional Technology Technician	07
Library Clerk III	04	Library Assistant IV	07
Postal Stores Clerk	04	Program Support Technician DE	07
Registration Clerk	04	Program Assistant, CAID	07
Secretary II	04	Supervisor Accounts Receivable	07
Shipper Receiver Bookstore	04	Technician I	07
Textbook Buyer	04	Service Centre Coordinator	07
Accounting Clerk AP	05	Assistant to Manager Bookstore	08
Coordinator of Records	05	Cartographer	08
Customer Service Representative	05	Coordinator Conference Services	08
Front Desk Information Clerk	05	Coordinator of Procurement Services	08
Information Assistant	05	Course Editor	08
Library Assistant II	05	End User Support Technologist	08
Library Clerk IV	05	Financial Coordinator Facilities	08
Program Assistant Annual Fund	05	Financial Coordinator WTC	08
Project Assistant	05	Functional Analyst Student Systems	08
Secretary III	05	Library Assistant V	08
Transcript Systems Support Clerk	05	Library Systems Technician	08
Transfer Articulation Coordinator	05	Technician Programmer	08
Enrolment Services Representative	05	Web Developer	08
Procure to Pay Representative	05	Technical Writer	08
Client Support Representative	06	Help Desk Coordinator	09
Coordinator Off Campus Housing	06	Inst Multimedia Analyst	09
ICA Assistant	06	Portal Support Analyst	09
IT Facilities Coordinator	06	Science Technician II	09
Library Assistant III	06	Research Inst Technician	10
Library Clerk V	06	Science Technician III	10
Marketing Assistant	06	Systems Analyst	10
Office Coordinator Student Employment	06	Technology Analyst	10
Program Assistant WTC	06	Science Safety Technician & Science Technician III	10
Program Assistant Sobey Building Programs	06		

## SCHEDULE II A - SALARY SCALE EFFECTIVE JULY 1, 2015

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 *	Scale Increment	Scale Adjustment
2	-	-	-	30,260	31,226	32,226	33,257	34,322	34,730	3.20%	1.50%
3	-	-	-	-	31,401	32,407	33,441	34,514	34,924	3.20%	1.50%
4	-	-	-	32,148	33,177	34,238	35,336	36,466	36,899	3.20%	1.50%
5	-	-	-	34,239	35,336	36,466	37,633	38,835	39,297	3.20%	1.50%
6	-	-	36,508	37,677	38,881	40,125	41,410	42,735	43,242	3.20%	1.50%
7	-	40,357	41,650	42,983	44,358	45,775	47,240	48,753	49,332	3.20%	1.50%
8	-	44,442	45,865	47,330	48,849	50,409	52,022	53,686	54,325	3.20%	1.50%
9	-	48,847	50,409	52,022	53,686	55,405	57,176	59,006	59,706	3.20%	1.50%
10	-	53,753	55,476	57,250	59,082	60,971	62,923	64,936	65,708	3.20%	1.50%

*\*partial step*

## SCHEDULE II B - SALARY SCALE EFFECTIVE JULY 1, 2016

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 *	Scale Increment	Scale Adjustment
2	-	-	-	30,790	31,772	32,790	33,839	34,923	35,338	3.20%	1.75%
3	-	-	-	-	31,951	32,974	34,026	35,118	35,535	3.20%	1.75%
4	-	-	-	32,711	33,758	34,837	35,954	37,104	37,545	3.20%	1.75%
5	-	-	-	34,838	35,954	37,104	38,292	39,515	39,985	3.20%	1.75%
6	-	-	37,147	38,336	39,561	40,827	42,135	43,483	43,999	3.20%	1.75%
7	-	41,063	42,379	43,735	45,134	46,576	48,067	49,606	50,195	3.20%	1.75%
8	-	45,220	46,668	48,158	49,704	51,291	52,932	54,626	55,276	3.20%	1.75%
9	-	49,702	51,291	52,932	54,626	56,375	58,177	60,039	60,751	3.20%	1.75%
10	-	54,694	56,447	58,252	60,116	62,038	64,024	66,072	66,858	3.20%	1.75%

*\*partial step*

**SCHEDULE II C - SALARY SCALE EFFECTIVE JULY 1, 2017**

<b>Group</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9 *</b>	<b>Scale Increment</b>	<b>Scale Adjustment</b>
<b>2</b>	-	-	-	31,329	32,328	33,364	34,431	35,534	35,956	3.20%	1.75%
<b>3</b>	-	-	-	-	32,510	33,551	34,621	35,733	36,157	3.20%	1.75%
<b>4</b>	-	-	-	33,283	34,349	35,447	36,583	37,753	38,202	3.20%	1.75%
<b>5</b>	-	-	-	35,448	36,583	37,753	38,962	40,207	40,685	3.20%	1.75%
<b>6</b>	-	-	37,797	39,007	40,253	41,541	42,872	44,244	44,769	3.20%	1.75%
<b>7</b>	-	41,782	43,121	44,500	45,924	47,391	48,908	50,474	51,073	3.20%	1.75%
<b>8</b>	-	46,011	47,485	49,001	50,574	52,189	53,858	55,582	56,243	3.20%	1.75%
<b>9</b>	-	50,572	52,189	53,858	55,582	57,362	59,195	61,090	61,814	3.20%	1.75%
<b>10</b>	-	55,651	57,435	59,271	61,168	63,124	65,144	67,228	68,028	3.20%	1.75%

*\*partial step*

## APPENDIX "A" - EXCLUSIONS LIST

President	Director of Public Affairs
Executive Assistant to the President	Assistant Director, Public Affairs
Academic Vice-President & Research	Public Affairs Officer
Vice-President (Administration)	Information Officer
Confidential Secretaries to the above listed persons	Head Librarian
Comptroller	Administrative Assistant to Head Librarian
Dean of Arts	Head of Media Services
Dean of Commerce	Director, Personnel Services
Dean of Education	Personnel Assistant
Dean of Science	Director of Physical Plant
Secretaries to the above listed persons	Architectural Draftsman
Director of Administrative Services	Security Officer
Manager, Printing & Duplicating Services	Registrar
Purchasing Agent	Associate Registrar
Director of Admissions	Assistant Registrar
Assistant Director of Admissions	Director of Residences
Director of Alumni	Assistant Directors of Residences
Assistant Director of Alumni	Secretary to Senate
Alumni Officer	Director of Student Services
Director of Athletics and Recreation	Coordinator, Counselling Services
Coordinator of Operations	Financial Counsellor
Coordinator of Campus Recreation	Student Counsellor
Coordinator of Intercollegiate Athletics	Chaplain
Supervisor of Facilities	Nurse
Marketing and Promotion Manager	Manager, Financial Services
Coordinator of Finance and Computer Operations	Accountant
Fitness and Instruction Coordinator	Accountant, Accounts Analysis
Front Desk Supervisor	Budget Control Officer
Physiotherapist	Payroll Services Supervisor
Sport Coaches	Payroll Clerk
Director of Computer Services	Manager of Campus Bookstore
Manager, User Services	Maintenance and Custodial Supervisors and Foremen
Manager, Systems and Operations	Non-Union Maintenance & Trades Personnel
Coordinator, Conferences & Special Events	Arena Manager
Director of Continuing Education	Arena Staff
Assistant Director, Continuing Education	Persons employed in the International Education
Manager, Non-Credit Courses	Centre (except per LRB #2768 amended)
Director of University Advancement	Persons employed in the China Project Office
Planned Giving Consultant	Persons employed in Atlantic Centre of Support for
Manager, Annual Fund Centre	Disabled Students
Special Assistant, Capital Campaign	Grant Paid employees
Director of Institutional Research & Analysis	
Institutional Researcher	

Following the signing of this Collective Agreement the parties shall continue to meet to reach agreement on amendments to the foregoing list.

Positions not on the foregoing list and currently being treated as exclusions shall remain outside the jurisdiction of the bargaining unit until agreement is reached between the parties or, where no agreement is reached, either party may refer the matter to the Labour Relations Board (Nova Scotia). Such positions shall remain outside of the bargaining unit until a decision is rendered.



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