

Collective Agreement

Between

NSCAD University

and

**Nova Scotia Government & General
Employees Union**

July 1, 2019 to June 30, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT: PREAMBLE

- (a) Both parties to this agreement recognize that their common purpose is to work cooperatively to meet the objectives of NSCAD University.
- (b) The purpose of this Agreement is to assist in the maintenance of a harmonious relationship between NSCAD University and the Nova Scotia Government and General Employees Union and its members; to clearly define the hours of work, rates of pay, and conditions of employment as stated herein; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of NSCAD University and its Employees; to promote and maintain a positive working environment; in recognition whereof the parties hereto covenant and agree to the provisions that follow in this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Bargaining Unit" consists of all Regular Full-time, Regular Part-time, Term and Sessional Employees employed by NSCAD University in the Bargaining Unit as described in L.R.B. order No. 3623 attached as Appendix A to this Agreement.
- (b) "Employer", "University" and "NSCAD University" mean the Nova Scotia College of Art and Design.
- (c) "Employee" means an Employee employed by the Employer in the Bargaining Unit Local 82.
- (d) "Union" means the Nova Scotia Government and General Employees Union.
- (e) "Regular Full-time Employee" means an Employee hired to work the normal full-time work hours set out in Article 25 and is not a Term Employee as per Article 2.01 (h).
- (f) "Regular Part-time Employee" means an Employee hired to work for hours and periods less than the normal full-time work hours and is not a Term Employee as per Article 2.01 (h).

For greater clarity, a "regular" member of the bargaining unit who applies for and receives a Term Appointment, retains their status as a Regular Employee and is a Regular Employee in a Term Position.

- (g) "Temporary Employee" means an Employee hired without the intention of becoming permanent, and who is employed for a specified period of time for a number of consecutive Working Days to fill a position which is vacant due to the absence of a Regular or Sessional Employee, through extended illness or accident, approved leave of absence, or where special circumstances such as moving or renovations normally between May 1 and August 31, indicate a need for temporary workers, of less than six (6) months duration. This period may be extended through mutual agreement of the Union and the Employer for a period of an additional six (6) months.

Temporary Employees are not included in the Bargaining Unit.

- (h) "Term Employee" means an Employee hired for a period in excess of six (6) months into a position of limited and set duration. Term Employees are members of the Bargaining Unit.

- (i) "Term Position" means a position that is for a defined period of time in excess of six (6) months and no longer than twelve (12) months for a specified project or to fill Bargaining Unit absences of greater than six (6) months. The period of a Term Position may be extended for an additional twelve (12) months with the approval of the Union. Unless filling a vacancy, Term positions lasting longer than twenty-four (24) months shall be considered permanent and the position shall be posted.
- (j) "Agreement" shall mean the Collective Agreement between the NSGEU on behalf of Local 82 and the University.
- (k) "Immediate Supervisor" means personnel designated by the Employer who are responsible for the direct supervision of the work of another staff member or group of staff members.
- (l) "Casual Employee" means an Employee who is employed on an occasional but non-scheduled basis or whose consecutive Working Days do not exceed the maximum vacation entitlement of a Full-time Employee.

Casual Employees may be employed to replace Full-time and/or Part-time Employees who are absent from work due to short-term illness or accident, vacation, bereavement leave, statutory holidays, Union business, and emergencies.

Casual Employees are not members of the Bargaining Unit.

- (m) "Sessional Employee" means an Employee hired for an indefinite term who works on a scheduled basis for less than twelve (12) months per year (normally for the Fall and Winter semesters).

If the annual period of employment is extended on a permanent basis to a period of twelve (12) consecutive months, then the position shall become a Regular Full-time or Regular Part-time position depending upon the hours to be worked.

Sessional Employees are members of the Bargaining Unit and this Collective Agreement applies to such Employees in accordance with the provisions of the Articles contained herein.

- (n) "Probationary Period" means a period of six (6) months of actual and active work being served by a newly hired Employee in order to determine suitability for ongoing employment. The Probationary Period may be extended by mutual agreement between the Union and the Employer for a period of one (1) additional month to a maximum of three (3) one-month extensions of actual and active work by the new Employee.
- (o) "Trial Period" means a period of sixty (60) Working Days of actual and active work being served by a current Employee who has been appointed to a new position within the Bargaining Unit in order to determine the Employee's capability to fulfill the responsibilities of the new position. By mutual agreement between the parties, the Trial Period may be extended by one (1) month, to a maximum of three (3) one-month extensions.
- (p) "Day(s)", unless defined otherwise in this Collective Agreement, means Working Days. "Working Day(s)" means days other than holidays or days of rest on which the Employee is not scheduled to work.
- (q) "Continuous Service" means uninterrupted employment with NSCAD University, on an active and actual basis, as a permanent Employee, which has not been broken

by resignation or termination; provided however, that the following shall not be considered as interruptions of employment:

- (i) periods while an Employee is receiving short or long term disability benefits;
 - (ii) authorized leaves of absence;
 - (iii) periods of layoff of not more than sixteen (16) consecutive calendar months.
- (r) "Spouse" means a person married to another person and, for the purposes of this Collective Agreement, includes a person living with another person in a conjugal relationship for one year or more, provided however, the parties hereby acknowledge and agree that such definition may not satisfy the requirements of any pension plan or other contractual arrangement to which the Employer may be party. Where an external plan's definition is inconsistent with this Collective Agreement, then the external plan's definition will apply.
- (s) "Student Assistant" means a part-time or full-time student enrolled in a regular credit course at NSCAD University, or in the case of the summer semester, is registered for Fall enrolment, and who performs work which is limited in scope and responsibility and is defined and limited by Article 4.04 and who is not an Employee of NSCAD University in any other capacity.

Student Assistants are not members of the Bargaining Unit.

- 2.02 Unless any provisions of the Agreement otherwise specify, the plural includes the singular, and vice versa as the context may require.
- 2.03 Unless any provisions of the Agreement otherwise specify, the masculine includes the feminine and vice versa as the context may require.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer reserves and retains solely and exclusively all its inherent rights to manage the University, except where limited by the terms of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline, and efficiency;
 - (b) determine vacancies, hire, assign work, determine work methods and procedures, determine kinds and locations of equipment, promote, demote, discipline, suspend, lay off, or discharge any Employee covered by this agreement;
 - (c) judge the qualifications, competence, skills and abilities of the Employees; and determine the nature and kind of services or programs to be provided by the Employer and the staffing requirements to be used in providing these services and programs.

ARTICLE 4 - RECOGNITION

- 4.01 The Employer recognizes the Nova Scotia Government and General Employees Union as the sole and exclusive bargaining agent for all Employees in the Bargaining Unit as defined in Article 2.01 (a).
- 4.02 Persons employed by the Employer outside the Bargaining Unit shall not perform Bargaining Unit work beyond present practice (i.e., those circumstances when the Employer determines

that special skills are required for the completion of a particular task), except in cases of emergency, training, or experimentation with procedures, machines or equipment.

- 4.03 Where a new position is created at the University in which the job duties are similar in nature to the Bargaining Unit, the Union shall receive notification and a copy of the Position Description. Disputes regarding inclusion/exclusion of a position will be referred to the Nova Scotia Labour Relations Board for resolution.
- 4.04 When Student Assistants do work for Employees in the Bargaining Unit, the following policies and procedures shall be followed:
- (a) Student Assistants shall not be hired as replacement staff for Bargaining Unit Employees;
 - (b) Student Assistants will work in accordance with the NSCAD University Student Assistant Work policy.
 - (c) Student Assistants are not members of the Bargaining Unit and shall be paid by time sheets.

ARTICLE 5 - AMALGAMATION, CONSOLIDATION AND MERGER

Subject to any future legislation affecting the amalgamation, consolidation, merger or other reorganization of the University, the Employer and the Union agree that the appropriate provisions of the Trade Union Act respecting the transfer of business or successor rights shall apply in the event that the University is, in whole or in part, merged, amalgamated, or consolidated with another employing body. In particular, the purchaser, lessee or transferee or any of them is a party to or is bound by this Collective Agreement, and unless legislation otherwise directs, the Collective Agreement continues in force and is binding upon the purchaser, lessee or transferee.

In the event that the operations of the University are relocated to locations outside the Halifax Regional Municipality, this Agreement shall continue to apply.

ARTICLE 6 - NO DISCRIMINATION

Neither the Employer nor the Union will discriminate against any Employee with respect to the application of the terms and conditions of employment on the basis of race, colour, sex, marital status, sexual orientation, citizenship, physical or mental disability, age, source of income, family status, creed, ethnic, aboriginal or national origin, religion, political affiliation, political activity and political beliefs (provided such do not interfere with the operation of the University), irrational fear of contracting an illness or disease all as defined and excepted in the Human Rights Act or membership or non-membership or lawful participation in, or abstention from, the activities of the Union..

The Employer acknowledges that it has the duty to accommodate Employees in the interpretation of this Article.

ARTICLE 7 - EMPLOYEE RIGHTS, DUTIES AND RESPONSIBILITIES

- 7.01 Given the need to effectively perform the work of the University, it is recognized that, although the essential nature of an Employee's function will not be changed, the range of

tasks assigned may be altered from time to time after discussion with the Employee and followed up with written confirmation. In those cases when an Employee's work location is to be changed to a location more than one kilometer from the former work location, the Employer will provide thirty (30) Days' notice to the Employee and the Union.

- 7.02 The Employer agrees to designate one supervisor for each Employee in the Bargaining Unit.
- 7.03 The Employer will maintain a room to be used as a lunchroom area which will be available to members of Local 82. For greater clarity, this space will not be utilized by NSCAD students.

ARTICLE 8 - UNION MEMBERSHIP AND DUES CHECKOFF

- 8.01 Membership in the Union shall not be a condition of employment at the University.
- 8.02 The Employer shall deduct twice each month from the pay of each Employee, regular dues, the amount to be authorized from time to time by the Union as certified in writing by the Union to the Employer. The Employer shall remit such amounts deducted to the Union no later than the tenth (10) Day of the month following the month of deduction, together with a written statement of the names of the persons from whom the deductions were made and the amount of each deduction.
- 8.03 The Union agrees to and does hereby indemnify and save the Employer harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the University by reason of the Employer making the compulsory check-off of Union dues provided for in Article 8.02.

ARTICLE 9 - UNION BUSINESS AND UNION REPRESENTATION

- 9.01 The Employer agrees to provide reasonable access to the University to representatives of NSGEU or legal counsel invited by the Union provided such access does not in any way interfere with the normal operations of the University.
- 9.02 Providing reasonable notice is given to the administrator designated by the Employer for that purpose, the Employer shall not prohibit committees and general membership meetings from being held on the Employer's property providing no extra expense to the Employer is incurred to hold such meetings and that they do not interfere with the normal operations of the University.
- 9.03 The Employer acknowledges the right of the Union to elect or appoint Employees as executives and stewards. The Union will, from time to time, notify the Employer of the names of the Local Executive and Stewards. The Union will notify the Employer in writing of the names of the current officers of the Union and names of the officer(s), if any, replaced by new appointments.
- 9.04 It is understood that stewards have their regular work to perform on behalf of the University. Notwithstanding this, when necessary, a steward, or the President of the Union Local, shall obtain the permission of the Immediate Supervisor before leaving work to assist in the processing of grievances (and in the case of the President of the Union Local to meet with new Employees in order to explain benefits and Union matters or to participate in scheduled meetings with the Employer). Such permission shall not be unreasonably withheld providing that these duties are performed as expeditiously as possible. The

steward shall report to his or her Immediate Supervisor before resuming the normal duties of his or her position. Employees who are stewards or who are serving as the President of the Union Local shall not suffer loss of pay as a result of time spent on their duties during regular working hours. There shall be no compensation by the Employer to Employees who are stewards for time spent on their duties outside regular working hours.

- 9.05 Employees required to take part in grievance or arbitration proceedings shall not suffer loss of pay when such proceedings occur during scheduled work hours. However, before leaving the work location for this purpose, the Employee shall give as much notice as circumstances permit to the Immediate Supervisor. Before resuming normal work duties, the Employee shall report to the Immediate Supervisor.
- 9.06 (a) The Employer agrees to recognize a negotiating committee to be appointed by the Union for the purposes of representing the Employees in the negotiations and renewal of this Collective Agreement. It is agreed that up to three (3) members of the Union Negotiating Committee shall not suffer any loss of wages for participating in bargaining scheduled during their normal working hours. The scheduling of negotiation meetings shall be by mutual agreement based on the operational requirements of the University. The Employer shall be advised in writing of the names of the Committee members prior to the commencement of negotiations.
- (b) In the event that a member of the bargaining team is unavailable for scheduled bargaining due to operational requirements, the parties may agree to re-schedule the meeting. The Employer or Union shall advise the other party of scheduling problems as soon as possible in advance of the meeting. If, however, the parties mutually agree that the meeting will take place as scheduled in spite of operational requirements, the Union will reimburse the Employer for the salary or overtime pay of the Employee assigned to replace the bargaining team member, or the overtime salary paid to the bargaining team member to have the required work completed.
- 9.07 The Employer agrees, upon the written request of the Union to provide the Union with information regarding the salary and benefits of Employees in the Bargaining Unit. On a case-by-case basis, the Employer will consider a written request from the Union for additional information required for the negotiation of the Agreement.
- 9.08 The Employer agrees to notify the Union within ten (10) Days of the appointment, job titles, reclassification, and termination of any member of the Bargaining Unit.
- 9.09 Where operational requirements permit, and on reasonable notice, the Employer may grant special leave without pay to Employees who are elected as members of the Board of Directors of the Union to attend executive meetings and to Employees who attend regularly scheduled workshops or conventions as delegates, with the allowance for such special leave to be an aggregate total of thirty (30) Working Days per calendar year. Such permission shall not be unreasonably withheld.
- 9.10 The Employer shall continue the salary of an Employee who is granted leave without pay for Union business and shall bill the Union for the Employee's salary. Every reasonable effort will be made by the Union to reimburse the Employer within thirty (30) Days of the Employee's absence on Union business.
- 9.11 An Employee shall continue to accumulate seniority and benefits during an absence for Union business under Article 9.09.
- 9.12 The Employer shall provide each Employee with a copy of this Agreement, and information on benefit plans within thirty (30) Days of its signing.

- 9.13 The Employer will allow correspondence to be delivered to Employees through the internal mail service at the University.
- 9.14 The Employer will provide sufficient bulletin board space at an accessible location, upon which boards the Union shall have the right to post notices pertaining to elections, meeting dates, news items, social and recreational affairs.
- 9.15 Employees shall be allowed one (1) hour per month to attend Union meetings without loss of pay. In conjunction with these monthly Union meetings, the Local Executive and Stewards shall be allowed an additional one (1) hour period to attend to Union business.
- 9.16 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 or benefits, and without seniority accumulation, for a period of three (3) years.
- 9.17 New Employee Orientation
- (a) The Employer will provide new Employees with:
- A copy of the current Collective Agreement;
 - Information on NSCAD Benefits and policies.
- (b) The Employer will provide the **Local President** with a copy of all new employee appointment letters.
- (c) One member of the Local Executive Committee, may meet with new Employees following the initial meeting with Employer to explain the benefits and duties of Union membership. Permission of the supervisor shall be obtained before leaving the job and such permission shall not be unreasonably withheld.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

- 10.01 The Labour Management Committee shall consist of two (2) Employees appointed by the Union from the Bargaining Unit and two (2) representatives appointed by the Employer. A quorum for each meeting of the Committee shall be all four (4) members. The parties may change their representatives from time to time, but every reasonable effort shall be made to provide continuity.
- 10.02 The Committee shall attempt to foster good communication and effective working relationships between the parties and a spirit of cooperation and goodwill within the University. The Committee shall consider matters of mutual concern and shall not substitute for, nor interfere with, regular procedures and decision-making mechanisms. The Committee shall not have the power to add to, modify or amend this Agreement.
- 10.03 The Committee shall meet at the request of either party. Such request will be accompanied by a written agenda.
- 10.04 The Committee shall determine its own operating procedures.

ARTICLE 11 - HEALTH AND SAFETY

- 11.01 The Employer shall make all reasonable provisions for the occupational safety and health of Employees, including but not limited to:
- (a) providing and maintaining workplaces, equipment, work methods and tools that are safe and without risk to health;

- (b) providing, and ensuring that Employees are made familiar with the proper use of, equipment, clothing and devices deemed necessary to prevent injury, and ensuring that Employees use this equipment, clothing and devices on the job;
- (c) providing such information, instruction, training, supervision and facilities as are necessary to the health or safety of the Employees;
- (d) informing Employees and the Union of any situation relating to their work which may endanger the Employees' health or safety as soon as it learns of the situation; and
- (e) taking, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of Employees, as soon as this situation is brought to its attention.

11.02 Occupational Health and Safety Act

The Employer agrees to be bound by the provisions of the Occupational Health and Safety Act, 1996, c7s.1 together with any regulations or amendments thereto.

11.03 Joint Occupational Health and Safety Committee

The Employer agrees to continue to support the joint Health and Safety Committee of the University. The membership of the Committee will consist of representatives of each Employee Union and the administration with no more than one half of the members of the committee being Employer representatives. The Union shall be entitled to elect one (1) representative to the Committee. All Employees who are members will be given time off with pay to attend Health and Safety Committee meetings and to attend to Committee matters.

The mandate of the Committee will be to establish a University-wide program of policies and procedures. Activities may include:

- (a) involving Employees and the Employer in occupational health and safety;
- (b) receiving, investigating and dealing with Employee complaints including, without limitation, an Employee's right to refuse;
- (c) identifying hazards to health and safety and determining effective systems to dispose of them;
- (d) ensuring compliance with health and safety requirements;
- (e) participating in inspections, inquiries and investigations;
- (f) advising on individual protection devices, equipment and clothing that comply with the occupational Health and Safety Act and are suited to the Employees' needs;
- (g) advising the Employer on policies and programs;
- (h) holding regular meetings and maintaining records as prescribed by the Occupational Health and Safety Act.

11.04 An Employee may refuse to do any act at the Employee's place of employment if such Employee has reasonable grounds to believe that such act is likely to endanger the Employee's health or safety (unless the danger is inherent in the work of the Employee) or the health or safety of any other person. An Employee who exercises the right to refuse shall immediately report such refusal to a supervisor. Subject to the terms and conditions of this Agreement, an Employee who refuses to do work may be reassigned to do other work for which the Employee is qualified.

11.05 First Aid Kits

The Employer shall provide and maintain appropriate first-aid kits in each area where Employees work.

11.06 No Discrimination

The Employer shall not take or threaten to take discriminatory or other action against an Employee because of that Employee's assertion of rights pursuant to this Article or pursuant to the Occupational Health and Safety Act.

ARTICLE 12 – HARASSMENT AND SEXUAL HARASSMENT

12.01 The Employer and Union are committed to a working and learning environment which is free of harassment and sexual harassment.

12.02 The Employer has established a committee, namely the Advisory Committee on Discrimination and Harassment, to which the Union shall be entitled to appoint one (1) representative. The Committee is empowered, among other things, to support and monitor **policies on harassment, sexualized violence and respectful working environments** for NSCAD University which is contained in the NSCAD University Policy on Discrimination and Harassment

12.03 The parties agree to support the policy and procedures established by the committee.

ARTICLE 13 - STRIKES AND LOCKOUTS

Recognizing the dispute resolution mechanism referred to in Articles 42 and 43, until such time as a legal strike or lockout may occur, it is agreed that during the term of this Agreement there shall be no strikes, work stoppages, or other job action pressures by the Union or the Employees covered by the Agreement and it is agreed that there shall be no lockout by the Employer.

ARTICLE 14 - JOB POSTING

14.01 When the Employer determines that a vacancy exists for a permanent position, a notice of vacancy shall be posted within five (5) Working Days of the determination. The Employer shall make appointments from within the ranks of existing Employees on the basis of past satisfactory job performance when such Employees apply for the position, provided that they have the necessary skills, ability, and knowledge as set out by the Employer in the notice of vacancy and determined through the hiring process. If, in the opinion of the Employer, two or more Employees are found to possess the qualifications in accordance with the foregoing criteria, seniority shall be the deciding factor.

14.02 When an Employee leaves a position, the Employer shall advise the Union when the position has been vacated. The Employer shall advise of its intentions concerning the status of the position within thirty (30) Days of a request by the Union.

14.03 The Employer shall post notices of vacancies **internally (on the Employer's website and via email) and externally for ten (10) Working Days. Consideration will first be given to current bargaining unit employees. Screening for external candidates will not take place prior to interviews for qualified internal candidates.** The notice shall contain a general description of the vacant position, qualifying requirements, rate of pay,

scheduled hours of work and other relevant information. Employees who desire to be considered for the position will be required to notify the University before the expiration of the **ten (10)** Day period. The Employer will fill such job vacancies in accordance with Article 14.01 after giving reasonable consideration to applications from Employees who are absent because of vacation, illness or other excused absence. After filling such job vacancies, the Employer will send a copy of the letter of appointment to the Union **and Local President**.

- 14.04 If a vacancy is filled by a current Employee, that Employee shall not go through a Probationary Period, but shall have a sixty (60) Day Trial Period during which there will be no loss of seniority, benefits or rights under this Agreement. The Trial Period may be extended by mutual agreement between the Union and the Employer for one (1) month periods, totaling not more than three (3) consecutive months of actual and active work by the Employee.

When the Employer fills a vacancy with a current Employee who does not at the time of appointment possess all of the required qualifications, the appointment will be made with the understanding that the additional qualifications must be obtained during the Trial Period and that the obtaining of additional qualifications is a condition of final appointment to the new position.

If the Employee feels that **they are** not capable of fulfilling the responsibilities of the new position or if it is determined by the Employer that an Employee is not performing satisfactorily during the Trial Period, the Employee shall be returned to his or her former position at the Employee's former rate of pay and without loss of seniority. It is understood that any other Employee hired, promoted or transferred because of any re-arrangement of appointments within the Bargaining Unit shall be returned to **their** former position (if any) at the former rate of pay and without loss of seniority.

- 14.05 Employees who accept a position outside the Bargaining Unit, and who, within six (6) months, are unsuccessful or feel that they are not capable of fulfilling the responsibilities of the new position may be hired for a vacant Bargaining Unit position for which they are qualified and for which a current qualified Bargaining Unit member has not applied, without loss of seniority as of the date the Employee left the Bargaining Unit.
- 14.06 Hiring preference for job postings will be as follows:
- (a) Existing Employees will have first preference in accordance with Article 14.01.
 - (b) Employees who have accepted a position outside the Bargaining Unit during the previous six months will have second preference in accordance with Article 14.05.
 - (c) All other applicants may then be considered.

ARTICLE 15 – RE-ASSIGNMENT

- 15.01 The Employer recognizes the importance of providing Employees with opportunities for new work experience and will endeavour to make Employees aware of such opportunities for re-assignment to term positions within the Bargaining Unit or to Bargaining Unit positions which are temporarily vacated by the incumbent.
- 15.02 Where operational requirements permit, the Employer will call for Expressions of Interest, in writing, to be addressed to the Director of Human Resources for consideration in re-assignment opportunities of a specific or general nature.

- 15.03 Re-assignments shall not be subject to grievance or arbitration.
- 15.04 Employees may apply for re-assignment to a term position within the bargaining unit or to a bargaining unit position which is temporarily vacated by the incumbent. Such re-assignments shall include opportunities to a position of a higher classification.
- (a) Such re-assignments shall normally be for a minimum of six (6) months duration and will include temporary vacancies due to leaves of absence such as, but not limited to, pregnancy, parental and adoption leaves.
 - (b) If selected for the position, the member shall maintain their permanent bargaining unit status and have the right to return at the expiry of the term of the re-assignment to their former position in their same classification and pay level and is a "regular employee" in a term position as per Article 2.01 (e) or (f).
 - (c) Where the re-assignment is to a position of a higher classification the Employee shall be paid at the lowest step of the higher classification, provided this does not result in any decrease in their current salary.
- 15.05 The parties agree that access to Expression of Interest positions described in this Article for existing Employees do not take priority over members on the recall list.

ARTICLE 16 - PROBATIONARY EMPLOYEE

- 16.01 "Probationary Employee" means newly hired Employees who are serving a Probationary Period of six (6) months of actual and active work by the Employee. The Probationary Period may be extended by mutual agreement between the Union and the Employer for a period of one (1) additional month to a maximum of three (3) one (1) month extensions of actual and active work by the new Employee. It is recognized that a Probationary Employee is serving a work period to determine competence and suitability for a particular position and may be terminated upon the provision of two (2) weeks' notice if, in the Employer's judgment, the Employee does not meet acceptable standards. Performance appraisals will be carried out as per Article 17.02.
- 16.02 Once the Employee successfully completes the Probationary Period, the Employer shall confirm in writing the appointment of the Employee as a Regular Employee.
- 16.03 During the Probationary Period, the Employee shall receive no seniority rights. After successfully completing the Probationary Period, the Employee shall receive credit for seniority purposes from the original date of hire as a Probationary Employee.
- 16.04 Probationary Employees shall be covered by all provisions of the Collective Agreement except for Long Term Disability (Article 36.01) Probationary Employees shall be entitled to Short Term Disability after three (3) months service.

ARTICLE 17 - EMPLOYEE PERFORMANCE AND APPRAISAL

- 17.01 A formal, written performance appraisal for each Employee is to be completed by the Employer every year. The contents of the performance appraisal shall be discussed with the Employee. The Employer shall conduct performance appraisals in May commencing the May following successful completion of the probationary period. Seasonal Employees, whose annual period of employment ends before May, will have a performance review during the last scheduled month of service.

- 17.02 A formal, written performance appraisal shall be completed at least five (5) Working Days before the completion of the Employee's probationary period.
- 17.03 A formal, written performance appraisal shall be completed for all Employees who accept a new position within the University at least five (5) Working Days before the completion of the Employee's Trial Period.
- 17.04 The written performance appraisal shall be reviewed with the Employee and the Employee shall be afforded the opportunity to record on the document any brief comments or additional information the Employee feels is warranted.
- 17.05 Copies of the performance appraisal document will be distributed to the Employee, the Immediate Supervisor, and the Director of Human Resources or designate for inclusion in the Employee's official personnel file.
- 17.06 The Employer shall consult with the Union in designing and revising the form to be used for performance appraisal.

ARTICLE 18 - OFFICIAL PERSONNEL FILES

- 18.01 There shall be one official personnel file for each Employee to be used in decisions respecting the terms and conditions of employment of that Employee.
- 18.02 Upon request, by appointment, and upon reasonable notice, Employees shall be given the opportunity to review their official personnel file during normal business hours and in the presence of the Director of Human Resources or designate. At the expense of the Employee, copies of material in the Employee's official personnel file will be provided upon request.
- 18.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any documents from the Employee's file which the Employee is not aware of at the time of disciplinary action.
- 18.04 All information in the official personnel files relating to disciplinary matters or to an Employee's job performance, financial status or health shall be considered confidential and shall not be released without the express written consent of the Employee involved except as required by law or the internal administrative purposes of the University.

ARTICLE 19 - SENIORITY

- 19.01 Except as provided elsewhere in this Agreement, "seniority" shall be defined as the length of continuous service in the Bargaining Unit with the Employer from the date of hire.
- 19.02 Employees shall have seniority only after they have completed the Probationary Period and have been appointed as Regular Full-time, Regular Part-time, or Sessional Employees. After the successful conclusion of the Probationary Period, hours worked during the Probationary Period shall be counted towards an Employee's seniority.
- 19.03 The Employer shall maintain a seniority list showing the date upon which each Employee's service with the Employer commenced and their total accumulated seniority. Where the seniority of two or more Employees is compared, this shall be done by prorating the seniority accumulated as a Part-time or Sessional Employee. An up-to-date seniority list shall be given to the Union and circulated to Employees. Seniority lists shall be drawn up

and provided to the Union within thirty (30) Days of the signing of this Collective Agreement and each successive year in the month of June.

- 19.04 Protest in regard to seniority status must be submitted in writing within sixty (60) Days from the date seniority lists are given to the Union. If proof of error is presented by an Employee or the Employee's representative, such error will be corrected and the agreed upon seniority shall be final.
- 19.05 Subject to other relevant provisions of this Agreement, an Employee shall not lose but shall not accumulate seniority rights if absent from work because of an approved leave of absence of more than three (3) months, or on lay-off for a period of up to ~~fourteen (14)~~ sixteen (16) months. During pregnancy leave an Employee will continue to accumulate seniority.
- 19.06 Seniority and employment shall be considered broken if an Employee:
- (a) resigns in accordance with Article 34; or
 - (b) is terminated for cause and not reinstated; or
 - (c) is not rehired within sixteen (16) months after a layoff; or
 - (d) has been laid off and declines to have **their** name placed on the recall list; or
 - (e) has been laid off and fails to respond to a recall notice on two (2) occasions; or
 - (f) is absent from work because of illness or injury for a period in excess of twenty-eight (28) months.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

- 20.01 The parties agree that, when reasonably possible, the Employer shall discuss job performance and conduct with the Employee(s) concerned, in order to inform and to permit correction, before disciplinary procedures are initiated. In such cases, the Employer shall meet with the Employee to review the problem **and shall advise the Employee of their right to have a steward or Union representative present.** The Employee may be accompanied at this meeting by a steward or Union representative, and the Employer may also be accompanied by a designated representative.
- 20.02 No Employee who has completed the Probationary Period shall be disciplined or discharged except for just cause. In cases of discharge and/or discipline, except in the case of Probationary Employees, the burden of proof of just cause shall rest with the Employer.
- 20.03 Where an Employee alleges that **they have** been discharged in violation of Article 20.02, a grievance may be filed at Step Two of the grievance procedure.
- 20.04 When the Employer determines that it is necessary to take disciplinary action against an Employee, the Employee will be notified in writing with a copy forwarded to the Union within ten (10) days of the Employer becoming aware of the incident giving rise to the discipline.
- 20.05 The Employee shall have the right to reply in writing to any letter of warning and/or disciplinary action and such reply shall become part of the Employee's official personnel file. Letters of warning or notices of disciplinary action together with the Employee's response, if any, shall be removed from the Employee's official personnel file if no

disciplinary action has been recorded within the subsequent eighteen (18) months or in cases of criminal conduct or harassment, within twenty-four (24) months.

- 20.06 When no discipline is imposed after disciplinary proceedings have been initiated, or if disciplinary action is set aside following grievances and/or arbitration, no records of such proceeding or actions shall be placed in or remain in an Employee's official personnel file.
- 20.07 Employees shall have the right to refuse to perform the work of striking/locked out employees of the University. Subject to its other rights in such circumstances, the Employer agrees that it shall not take disciplinary action against an Employee for refusing to cross a legal picket line of employees at the University.

ARTICLE 21 - LEGAL INDEMNIFICATION

- 21.01 Effective during the term of this Agreement, the University shall provide for liability coverage of Employees' liability while performing duties or tasks required and authorized by the University or customarily performed as part of the Employee's duties. Such liability coverage shall be within the terms and conditions of the liability policies of the University.
- 21.02 The Employee will not be held responsible for copying materials when instructed to do so by the Employer.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 Definition

For the purposes of this Article "technological change" means the introduction of equipment or material by the Employer which is likely to affect the job security of Employees.

22.02 Introduction

The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on Employees and services to the public.

22.03 Notice to Union

If the Employer makes a preliminary decision to introduce technological change, it shall give the Union written notice of such preliminary decision as soon as reasonably practicable or a minimum of one (1) month prior to the date the change is contemplated to take effect.

During the notice period, the parties shall meet to discuss the steps to be taken to assist Employees who could be affected with reference to the following principles:

- (a) retraining shall be provided during normal working hours where possible; and
- (b) the decision to provide training shall be made by the Employer in consultation with the affected Employee, providing that the parties acknowledge that the Employee may also request specific training if **they** believe it will increase **their** ability to perform the required job duties.

Such discussions may be terminated by either party upon written notice after three (3) weeks from the date the Union receives notice of the contemplated changes or by agreement of the parties. The contemplated changes shall not be implemented until the discussion is terminated.

ARTICLE 23 - CONTRACTING OUT

- 23.01 The Employer shall not contract out, subcontract, transfer, lease, assign or privatize (“contract out”) any work or services performed by members of the Bargaining Unit except in accordance with the following conditions and/or procedures:
- (a) The Employer agrees to meet with the Union to consider means of minimizing the adverse effects on Employees, including a review of alternatives to contracting out, retraining, and the relocation of Employees to other positions in the University.
 - (b) The Employer shall meet with the Union at least forty (40) Days prior to the layoff of Employees.
 - (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.
 - (d) Employees laid off as a result of contracting out shall receive notice in writing as follows:
 - (i) Forty (40) Days’ notice if their period of employment is two (2) years or less.
 - (ii) Five (5) additional Days’ notice for every year of employment in excess of two (2) years.
 - (iii) Where less notice is given than required, Employees shall continue to receive salary and benefits as per Article 35.01, provided that the Employees are participating in such plans at the time of the layoff, for the number of Days for which they are required to be in receipt of such notice.
- 23.02 (a) Subject to Article 23.01, the Employer shall use its best efforts to secure the retention of the Employees affected by the contracting out either by the contractor or through the assignment of the Employees to other positions within the University.
- (b) In the re-assignment of Employees, the provisions of Article 24.04 (a) and (b) shall apply.

ARTICLE 24 - LAYOFFS AND RECALLS

- 24.01 A layoff is a suspension in active employment due to a shortage of work, a redundancy, or a financial exigency. The University will meet with the Union to outline the reasons for the layoff and to share any financial or relevant information that supports the business case for a layoff.
- 24.02 An Employee's recall rights shall lapse if layoff lasts more than sixteen (16) consecutive months without a recall and the affected person’s employment shall be deemed terminated.
- 24.03 All reductions in forces will be made in reverse order of seniority among the Employees performing similar work.
- 24.04 When displacements, deletions of positions, layoffs and/or closures of divisions/departments are anticipated by the University, the University agrees to discuss with the Union as soon as possible prior to issuing lay-off notices to employees. The purpose of this meeting is to discuss the reasons for the lay-off, review options for employees, including but not limited to reviewing the available options for employees and

training opportunities. Nothing in the following procedures prohibits the Union and Employer from agreeing to arrangements that will reduce the impact on employees.

- 24.05 An employee who is laid off shall be advised of the details of their options in writing and given at least five (5) working days to advise the Employer of their choice of the options provided. Should an employee be offered another position the details shall include an updated position description, work schedule and any other pertinent information. If more than one employee is being laid off, the process will start with the most senior employee.

The following process will take place for employees who are laid off:

- (a) Placement in vacant bargaining unit positions provided that in the determination of the employer, the Employee has the necessary skills to perform the work.
 - (b) If no vacant positions exist, pursuant to 24.05 (a) the Employee shall be entitled to exercise seniority to displace the most junior Employee in the same classification and similar job description, providing that, in the determination of the Employer, the Employee has the necessary skills to perform the work. The employer will provide on the job training as deemed necessary to assist with ensuring a successful placement.
 - (c) If the Employee cannot displace another Employee pursuant to 24.05 (b) above, such Employee shall be entitled to displace the most junior Employee in the same or lower classification, providing that in the determination of the Employer the Employee has the necessary skills to immediately perform the work. The employer will provide on the job training as deemed necessary to assist with ensuring a successful placement.
 - (d) This process shall continue until there are no junior Employees to displace.
 - (e) An employee who is laid off may opt to resign with severance or go on the recall list anytime during the process. The employee may decline a position in any of the foregoing steps or if **they are** on the recall list, if the position is a different full time equivalency, a term position, or a position in a lower paid classification. The employee would go to the next step in the process, or remain on the recall list whichever is applicable.
 - (f) An employee who is displaced shall be considered laid off and entitled to notice of lay-off and placement/displacement and recall as outlined herein.
 - (g) For employees who exercise their rights in article 24.05 the trial period pursuant to Article 2.01 (o) and 14.04 shall **apply**.
- 24.06 All Employees shall be entitled to layoff notice in accordance with the following schedule:
- (a) Thirty (30) Days' notice if the period of employment in the Bargaining Unit is two (2) years or less.
 - (b) Five (5) additional Days of notice for every year of employment in the Bargaining Unit in excess of two (2) years.
 - (c) Sessional Employees shall receive pay in lieu of notice pursuant to this Article only for those hours they were scheduled to work during the said notice period. A Sessional Employee will not be entitled to pay in lieu of notice for any portion of the notice period which coincides with the Employee's non-working period.
- 24.07 If less than the required notice is given, then the Employee shall continue to receive pay for the number of Days for which the Employee was required to be in receipt of such notice.

24.08 Employees on layoff will be recalled to vacant positions in the bargaining unit for which they are qualified as outlined in article 24.05 in the order of their seniority, provided **they** can report for work at the time and place required in the notice hereinafter specified. Notwithstanding the above, Employees who have been laid off for more than sixteen (16) consecutive calendar months will not have any recourse, rights or privileges as defined in this Agreement.

24.09 When an Employee is laid off, the Employee's name and address shall be placed on a recall list for sixteen (16) months. Such list shall be maintained by the University and while on layoff 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 ten (10) Days prior to the date the Employee is to report to work.

Should the Employee upon receipt of recall notice fail to return within ten (10) Days, or within fifteen (15) Days if employed elsewhere, the next eligible Employee shall be offered such vacancy. The University, at its discretion, may temporarily fill vacancies until an eligible Employee is notified and reports for duty as set forth above. If an Employee on layoff fails to respond to a recall, on two (2) occasions, the Employee shall lose seniority rights and **their** name shall be removed from the seniority list.

24.10 If an Employee who has earned seniority rights is re-employed after a layoff within the sixteen (16) consecutive calendar months, all rights and benefits as an Employee, accumulated up to the date of layoff, will be reinstated subject to the terms and conditions of existing plans.

24.11 An Employee who has been laid off shall be entitled to severance pay at the expiry of their recall period, or at any time earlier should the Employee wish to terminate employment and waive recall rights. Severance pay shall be equivalent to:

- (a) Five (5) working days' pay if the Employee has less than two (2) years of service;
- (b) Ten (10) working days' pay if the Employee has more than two (2) years of service and less than five (5) years of service;
- (c) Twenty (20) working days' pay if the Employee has five (5) years or more and less than ten (10) years of service;
- (d) Forty (40) working days' pay if the Employee has ten (10) or more years of service
- (e) For every year of service over ten (10) years, the employee will receive an additional five (5) days pay to a maximum of fifteen (15) weeks total. For example, an employee with 15 years of service will receive 40 working days pay plus an additional 25 working days pay (5 years x 5 working days pay) for a total of 65 working days pay.

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

ARTICLE 25 - HOURS OF WORK

25.01 The University has twenty-four (24) pay periods per year. Paydays are on the 15th and the 30th of each month except for February when they are on the 15th and the 28th. When the

scheduled payday falls on a holiday, the respective payday will be the closest preceding Working Day. When the scheduled payday falls on a weekend, the respective payday will be the preceding Friday.

- 25.02 The normal full-time working week shall consist of thirty-five (35) hours divided into five (5) Days from Monday to Friday inclusive except for Facilities Management staff whose working week may be five consecutive Days including a Sunday evening, and for Bookstore staff whose working week may be five consecutive Days including a Saturday. The normal part-time working week shall consist of less than thirty-five (35) hours scheduled between Monday and Friday inclusive except for Facilities Management staff, whose working week may include a Sunday evening and for Bookstore staff whose working week may include a Saturday.
- 25.03 The normal full-time Working Day shall consist of seven (7) hours normally between the hours of 7:00 a.m. and 6:00 p.m. with one (1) unpaid hour for lunch. Lunch break will be scheduled as close to the middle of the Working Day as circumstances permit. Daily work hours and pro-rated paid rest breaks for Part-time Employees will be scheduled by the Employer during the Employee's shift. A pro-rated unpaid meal period shall be scheduled at the mutual agreement of the Employer and the Employee involved.
- 25.04 Paid rest breaks of fifteen (15) minutes shall be incorporated into each half of the full-time Working Day.
- 25.05 The parties agree that there are established health and safety workplace standards that recommend best practices to follow when using equipment and facilities in the workplace including proper ergonomics, and time lines around the use of computers. The Employer encourages Employees to familiarize themselves with these recommendations and to utilize those that work best for both parties.
- 25.06 (a) Subject to the normal requirements of the University's operation and by mutual agreement, flexible work hours may be arranged or continued.
- (b) Employees may request to work modified schedules that include shortening their unpaid meal break by thirty (30) minutes in order to either start work later or leave work earlier for the period between June 1 and August 31. Employee requests shall be submitted by May 1 to the Employee's manager who shall respond to the Employee by May 15. The Employee's request shall be approved provided operational requirements permit and the provision of services is not adversely affected. Where the departmental needs do not permit all Employee requests to be granted, requests shall be considered first by order of seniority and then by modified requests for shorter periods of time.
- 25.07 All Employees shall work hours consistent with their established schedules. When operational requirements necessitate changes in scheduled work hours, the Employer, in implementing such changes, shall attempt to minimize the impact of any such changes to the Employees in accordance with their seniority. Notice of one (1) month shall be given to the Employee(s) affected. An Employee's regularly-scheduled hours of work may be changed with less than one (1) months' notice when there is mutual agreement of the Employer and the Employee concerned.
- 25.08 In those University operations that require scheduled shift work there will be no shift rotation during the life of this Agreement unless mutually agreed between the employer and the employee. In such cases notification will be provided to the Union.

ARTICLE 26 - RATES OF PAY

26.01 The following general wage increases shall be implemented during the term of this collective agreement:

July 1, 2019 1.7%

July 1, 2020 1.5%

July 1, 2021 1.5%

July 1, 2022 1.6%

- 26.02 (a) Employees shall receive not less than the minimum rate of pay established for the position. Unless provided otherwise in this Agreement, an Employee, upon employment or promotion, will be paid at the appropriate step in the classification as set out in the salary scales of this Agreement. Employees shall move to the next step in the salary scales on the first (1st) day of July, except in the following cases:
- (i) Employees hired after January 1 and prior to July 1 shall not move up a step on July 1 during the first year of appointment;
 - (ii) Employees who, as the result of extended leave, do not have at least six (6) months of compensated service since July 1 of the previous year, shall not move up a step on July 1.
- (b) When an Employee is temporarily assigned to the duties of a position paying a lower rate, the Employee's rate of pay shall not be reduced.
- (c) From time to time the Employer may make temporary assignments because of extended and authorized Employee absences. When an Employee is temporarily assigned for a period of five (5) Days or more, to perform the full scope of the duties normally associated with a position for which the rate of pay is higher, the Employee shall receive the higher rate of pay for all Days worked in the higher position. This higher rate of pay will not apply to Employees assigned to higher rated positions for training purposes and working under the direct supervision of the regular Employee. This provision does not preclude the right of the Employer to assign duties of an Employee among remaining Employees.
- (d) An Employee will not receive a higher rate of pay when filling in for another Employee who is on vacation, unless the Employer has determined that exceptional circumstances warrant the assumption of the full scope of the vacationing Employee's duties.
- 26.03 Subject to Article 25.03 the Employer agrees to pay, and the Union agrees to accept, the schedule of salary ranges for job classifications as outlined in Schedule 2, and salary scales as outlined in Schedule 1.
- 26.04 It is agreed that, if new classifications are established during the life of this Agreement which are not covered by Schedule 2, the salary rates for such classifications will be negotiated between the Employer and the Union. The University may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time the new job classification was instituted or brought into the Bargaining Unit. These negotiations shall be completed within a fifteen (15) Working Day period of the appointment to the position. If the parties are unable to agree the matter shall be referred to arbitration as provided in Article 43.
- 26.05 Pay will be by direct deposit. Employees will be able to access their pay advice via the University's Enterprise Resource Planning System. To assist employees who do not have

regular computer access on site, training will be provided as necessary, and access will be provided via computer in a common area. Each employee will have a unique user ID to login and access their personal pay advices either from the workplace or from home. Should extenuating circumstances arise and an employee requires a printed copy of their pay advice the Payroll office will assist them in obtaining a hard copy.

26.06 An Employee who is promoted to a higher position shall receive the rate of pay for the new classification or ten (10) percent more than **their** previous pay, whichever is greater, up to the maximum of the new classification

26.07 Shift Premium

All full-time Facilities Management staff whose regular shift is scheduled to start between the hours of 3:00 p.m. and 7:00 a.m. shall receive a shift premium of one dollar and fifty cents (1.50) per hour for all hours worked between these hours.

ARTICLE 27 - OVERTIME

27.01 Overtime means all work, outside of the Employee's regularly-scheduled work hours that is authorized in advance by the Employer.

(a) Employees shall advise the Employer whether they wish to be considered for overtime and those names will be placed on a list, in descending order of seniority. Overtime will be assigned on a rotating basis from the names appearing on such list. If the most senior employee refuses the overtime, or on the second assignment, the work will be offered to the next name on the list;

(b) Where the overtime work is work that is a continuation of work being performed during regular working hours, or work normally performed by a particular employee, such work shall be assigned to the Employee normally performing such work;

(c) Where the Employer is unable to have the work performed in accordance with (a) and (b) above, the Employer may designate an Employee to do the work, provided however the Employee may refuse in exceptional circumstances.

27.02 The Employer agrees to give a minimum of one (1) hour's advance notice of overtime as circumstances permit.

27.03 An Employee who is required to work overtime fifteen (15) minutes beyond the Employee's normal daily hours of work shall be compensated at the rate of time and one half (1 ½) the normal hourly rate of pay for all such overtime work. In computing overtime compensation, a period of fifteen (15) minutes or less shall be counted and paid as one complete quarter hour. Overtime compensation shall be based on the rate of pay in effect at the time the overtime is worked. Employees shall be paid double (2) **their** normal hourly rate of pay for all overtime worked on Sunday and holidays except staff who may have a regular work schedule inclusive of Sundays and holidays as defined in Article 25, or the second scheduled day of rest. When an Employee who is asked to work overtime on Saturday, chooses to work on Sunday instead of the requested day, s/he shall be paid at the rate of time and one half (1 ½) the normal hourly rate of pay.

When overtime is unplanned, that is to say, no notice has been given prior to the day on which it is worked, and where the overtime is four (4) hours or more, Employees shall receive twenty dollars (\$20.00) meal allowance. Time taken for meals is not paid, except that employees will be entitled to a fifteen (15) minute paid rest period in each four (4)

hour work period. Where the overtime exceeds four (4) hours the fifteen (15) minute rest periods may be combined to allow employees to enjoy a meal.

The Employer shall not require an Employee to work an unreasonable amount of overtime against **their** wishes.

27.04 Employees will normally receive remuneration for overtime hours worked at the applicable rate. Taking into account the operational requirements of the University, the Employer may grant compensation for overtime hours worked in equivalent time off at the applicable rate. If time off is requested and granted, it shall be taken at a time mutually agreed upon between the Employee and the Employer. If a mutually-agreed time cannot be determined within ten (10) Days of the overtime worked, pay will be given. If pay is requested it shall be given within one (1) month of the date overtime was worked.

27.05 Stand-By

- (a) Employees who are required by the University to stand-by shall receive stand-by pay in the amount of twelve dollars (\$12.00) for each stand-by period of eight (8) hours or less. Stand-by pay shall apply where an Employee is assigned to carry a cell phone or other electronic messaging device or be available at a known telephone number for a stand-by period of eight (8) hours or less. In order to be eligible for on stand-by shifts, employees must remain within one hours driving distance of the University.
- (b) An Employee designated for stand-by duty shall be available during the Employee's stand-by duty period at a known telephone number [as above in 27.05 (a)].
- (c) No compensation shall be granted for the total period of stand-by if the Employee is unable to report for duty when required.
- (d) Compensation for call back when an Employee is on stand-by shall be as per Article 27.06, and Employees shall be remunerated in accordance with 27.03 and 27.04.

27.6 Call Back

- (a) Call back means all work hours that are discontinuous and apart from the Employee's scheduled work hours, are authorized by the Employer, are not scheduled in advance, and that require the Employee to return to the work premises.. An Employee who is "called back" to work shall receive a minimum of four (4) hours pay at his straight time rate for the period worked or the applicable overtime for the hours worked, whichever is greater, plus return cab fare or kilometrage at the prevailing University rate. In exceptional personal circumstances, an Employee may refuse such callback work.
- (b) When an employee is called at home by the University, outside their scheduled working hours, and is required and able to perform a service for the University from home, they will be paid at the applicable overtime rate for the hours required to perform the work, for a minimum of thirty (30) minutes at the applicable overtime rate.

27.07 Employees may occasionally be requested to work on days when the University is closed due to an emergency. All Employees required to work on days when the University is closed will be granted an equal number of regular days off to be arranged in consultation with **their** immediate supervisor. In exceptional personal circumstances, an Employee may refuse such work.

27.08 “Extra Work” is work that is available due to student-held dances. This work is offered to Cleaners on a rotational, voluntary basis to those Cleaners who have submitted their names to the Employer. Students will pay a flat rate fee less deductions for this work.

ARTICLE 28 - HOLIDAYS

28.01 The following shall be paid holidays:

New Year's Day	Labour Day
Heritage Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Halifax Natal Day

Any Days other than those listed above between December 20 and January 2 that have been designated as holidays. **If the University is not going to designate the days between Boxing Day and New Year’s Day as a holiday, notice must be sent to the Union by October 31st of each year.**

Any other day designated by the President as a general holiday throughout the University and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government.

28.02 If any of the foregoing holidays occurs during a weekend, the President of the University shall declare either the preceding Friday or the following Monday a holiday, in lieu thereof.

28.03 When a holiday falls within an Employee's vacation period, the holiday shall not be counted as part of the vacation but shall be added to the end of the Employee's vacation period, or credited to the Employee’s vacation leave, by mutual agreement between the Employer and the Employee.

28.04 When a holiday falls within a period when an Employee is on authorized sick leave, or other authorized leave, as provided for in Articles 30 and 31, a holiday is considered a holiday and no credit for any other type of leave will be given for that Day.

28.05 This article applies to Regular and Sessional Part-time Employees except that when a holiday falls on a Day normally scheduled for work they are entitled to be paid holiday pay for those hours they would normally have worked. Sessional Employees shall only be paid for those holidays, which occur during their regularly scheduled periods of work.

ARTICLE 29 - VACATIONS

29.01 The vacation year for the purposes of this article, shall be from July 1 to the following June 30 inclusive.

29.02 During the first five (5) years of employment, Employees shall earn annual vacation leave at the rate of eighteen (18) Days’ vacation at **their** regular rate of pay. Regular Part-time Employees shall be entitled to vacation accumulation in accordance with Clause 28.03 (b).

At the conclusion of the fifth (5th) year of active service, the Employee shall receive twenty three (23) Days of vacation at **their** regular rate of pay.

At the conclusion of the fifteenth (15th) year of active service, the Employee shall receive twenty-six (26) Days of vacation at **their** regular rate of pay.

Effective July 1, 2004, at the conclusion of the twentieth (20Th) year of active service, the Employee shall receive thirty (30) days of vacation at **their** regular rate of pay.

- 29.03 (a) All Sessional Employees who have five (5) years or less of University employment shall receive vacation pay of 6.92% of their income in each pay cheque. All Sessional Employees who have more than five (5) years of University employment shall receive vacation pay of 8.85% of their income in each pay cheque.
- (b) All Part Time Employees who work a five-day week shall be entitled to vacation in accordance with Clause 28.02. Part Time employees who work less than a five (5) day week shall be entitled to pro-rated vacation days to be determined in accordance with the following formula:
- Hours worked per salary year x 18 divided by 1820 = vacation days entitlement during the first five years of employment.
- Hours worked per salary year x 23 divided by 1820 = vacation days entitlement after the conclusion of five (5) years of active service.
- Hours worked per salary year x 26 divided by 1820 = vacation days entitlement after the conclusion of fifteen (15) years of active service.
- Hours worked per salary year x 30 divided by 1820 = vacation days entitlement after the conclusion of twenty (20) years of active service.
- 29.04 (a) Request for vacation periods must normally be given to the Immediate Supervisor by May 1 for vacations to be taken in June, July and August or one month before the vacation dates to be taken in other months. The Immediate Supervisor shall, in consultation with the Employee(s), prepare a proposed vacation schedule for the Employee(s). Once a proposed schedule has been prepared by the Immediate Supervisor and set out on a Staff Report Form, **they** shall submit said form to the Employer. To ensure that the University has sufficient staff to meet its operational requirements, such scheduling is subject to the Employer's approval. The Employer shall normally advise the Employee(s) of its decision within five (5) days of receipt of the Staff Report Form by the Employer. If a conflict between Employees cannot be resolved through mutual agreement of the Employees, the Employee with the most seniority shall have priority in scheduling vacation time.
- (b) Requests for incidental vacation may be submitted to the Employer at any time and will be approved based on operational requirements on a first-come, first-served basis. The Employer shall respond to the Employee's request as soon as reasonably possible.
- 29.05 In scheduling vacations, the Employer will make every reasonable effort to accommodate Employee vacation requests, taking into consideration the University's operational requirements. In order to maintain the flexibility necessary to make these accommodations, the Employer reserves the right to reassign work within the Bargaining Unit to cover periods of absence due to vacation.
- 29.06 An Employee, terminating **their** employment shall be entitled to a payment of salary or wages in lieu of any accumulated but unused vacation time.
- 29.07 Employees shall be paid for vacation time at the regular rate of pay in effect at the time the vacation is taken.

- 29.08 The vacation year for the purposes of this Article, including the earning of vacation and the taking thereof, shall be from July 1 to the following June 30 inclusive.
- Employees may use vacation credits during the vacation year in which they are earned or in the immediately following vacation year. Vacations and credits will not be carried over beyond the twelve (12) months following the vacation year in which they are earned.
- Accumulated vacation credits may not be used in lieu of sick days except where there is approval by the Employer. Such approval will be considered on a case-by-case basis.
- 29.09 Upon written application prior to April 1 of the current year, the Employer may, at its discretion permit Employees to carry forward one (1) week of vacation entitlement to the following year.
- 29.10 Employees who suffer a serious accident, injury or illness or who are unexpectedly hospitalized for a period of three (3) consecutive Days or more during vacation periods and who can furnish a medical certificate from a legally qualified medical practitioner in a form satisfactory to the Employer, may apply for and may at the Employer's determination be granted sick leave or short term disability, if the terms of the plan permit, and have their vacation entitlement restored.
- 29.11 If an Employee is injured or becomes ill before the start of **their** vacation, the Employee may reschedule **their** vacation subject to the provisions of this article and to the schedule of the previously approved vacation schedules of other Employees. Accumulated vacation entitlement shall not be lost due to illness, provided that the Employer is promptly made aware of the individual circumstances involved.

ARTICLE 30 - SICK LEAVE

- 30.01 Sick leave is available to provide protection for an Employee from loss of earnings due to casual illness or injury. Sick leave with pay will be granted in accordance with this Article during periods when an Employee is absent from work due to casual illness or injury. A maximum of twelve (12) Work Days of paid sick leave may be taken in each salary year by each Full-time Employee and by each Part-time Employee who works a five (5) Day week. Sessional Employees and Regular Part-time Employees who work less than a five (5) Day work week will be entitled to a pro-rated number of sick Days to be determined in accordance with the following formula:

$$\frac{\text{hours worked per salary year}}{1820} \times 12 = \text{sick day entitlement}$$

1820

An Employee's annual sick leave may carry over up to a maximum of five (5) unused annual sick days from year to year.

- 30.02 Employees who suffer illness of more than **Five (5)** consecutive Days' duration, serious injury, or hospitalization, shall be covered from the first Day of such illness, injury or hospitalization by the University's short and long term disability plans in accordance with the terms and conditions of such plans.

Employees hired prior to December 31, 2020 shall be covered in accordance with the MOU in Appendix E.

- 30.03 In all cases of absence due to illness or injury, it is the responsibility of the Employee to notify the Immediate Supervisor, when possible, prior to the commencement of the Employee's normal starting time, but in any case, no later than one (1) hour after that time

unless circumstances prevent the Employee from providing the aforesaid notice. A medical certificate shall be required for any sick leave in excess of four (4) consecutive days.

30.04 Where the Employer has determined an Employee's absences, which are not supported by medical documentation, are excessive compared to other Employees in the University or where a pattern of absenteeism, not attributed to a medical condition, has been identified the Employer may require a medical certificate for any claims for sick leave. In such circumstances any request for sick leave over 3 days must be supported with a medical certificate. The Employer's requirement for a medical certificate must be communicated to the Employee before their return to work.

30.05 An Employee or potential Employee may be required to undergo, without cost to the Employee, medical examination(s) in the following instances:

- (a) prior to employment if the examination is required to verify an Employee's capability to meet stated conditions of employment;

Documentation of such physical examinations shall be provided in a form satisfactory to the Employer. In cases when an Employee files a claim for short term disability, a second medical opinion may be required from a physician mutually agreed upon between the Employer and the Employee.

30.06 Medical documentation certifying an Employee's absence from or fitness to return to work shall be forwarded by the Employee directly to the Human Resources Office. The Employer recognizes it has a responsibility to treat this information in the strictest confidence. The Employer agrees to restrict the access of this information to those administrative personnel who are directly involved in the administration of its benefit plans. It is also agreed that medical information will not be divulged to a third party without the Employee's written consent or as otherwise required by law.

30.07 Sick leave shall not apply when an Employee is already on a leave of absence, including vacation (except as provided in Article 29.10), pregnancy leave, or any other leaves specified in this Agreement.

30.08 The Employer shall permit an Employee who submits a written request for sick leave in excess of that provided under 30.01 to deduct sick days from **their** Personal Leave entitlement (Article 31.11).

30.09 The Employer will consider on a case by case basis claims for sick leave in excess of that provided under 30.01 where it has been requested in writing and the Employee has a long history of employment without sick leave claims. The Employer will not be arbitrary in its decision.

30.10 The Employer and the Union agree to cooperate in encouraging Employees with alcohol or drug dependency to undergo a coordinated program directed to the object of their rehabilitation.

ARTICLE 31 - LEAVES OF ABSENCE

31.01 All requests for leaves of absence under this Article shall be made with as much notice as circumstances allow. Normally all leave requests shall be authorized in advance of the anticipated absence, failing which an Employee shall be considered absent without permission. In cases of bereavement leave or court leave, when circumstances do not

allow for advance notice, an Employee shall request authorization at the earliest time possible. A request for a leave of absence will not be unreasonably denied.

Sessional Employees will be entitled only to that portion of leaves specified in this article which occur during their scheduled working period. Employees will receive remuneration, when a paid leave has been approved, only for those hours they would have worked during the approved leave period.

Requests for leaves are to be made on the Staff Report Form and records of approved leaves granted shall be kept in the Employee's official personnel file.

31.02 Bereavement Leave

When there is a death of an Employee's immediate family member, the Employee shall be entitled to up to five (5) consecutive Days of bereavement leave with full salary and benefits.

The Employee shall notify **their** Immediate Supervisor that such leave is required. The immediate family members shall be defined as **the employee's parent, step-parent, parent-in-law, sibling**, legal guardian, spouse, **child, stepchild**. Special consideration will be given to an Employee who regards someone other than their biological parents or legal guardians to be their immediate family, for the purposes of this Article.

31.03 An Employee shall be entitled to up to three (3) consecutive Days of bereavement leave with full salary and benefits for grandparent, grandchild, uncle, aunt, **sibling-in-law, child-in-law**. The Employee shall notify **their** Immediate Supervisor that such leave is required.

31.04 An Employee shall be entitled to one (1) Day of bereavement leave in the event of the death of a niece or nephew.

31.05 In cases where extraordinary circumstances prevail (such as travel outside mainland Nova Scotia), the Employer, in its sole discretion, may grant other or additional leave with or without pay for bereavement or compassionate reasons.

31.06 Special Leave

Special leaves with or without pay may be granted by the Employer upon terms and conditions prescribed by the Employer.

31.07 Court Leave

Leave of absence without loss of seniority and benefits shall be given to every Employee other than an Employee on leave of absence without pay or under suspension who:

- (a) loses work time as a result of jury selection process or actual service as a juror in Court; or
- (b) by subpoena or summons attends and testifies as a witness in any proceeding held in or under the authority of a court, to which the Employee **themselves** is not a party.

The Employer shall pay such Employee(s) the difference between normal earnings for such lost time and the payment **they** received for jury or witness duty. The Employee will present proof of service and the amount of pay received. An Employee released from such jury or witness duty shall return to complete that part of the work shift **they** would have lost had the jury or witness duty continued.

31.08 Voting Leave

In the event of an election, all Regular Full-time Employees who are electors and whose employment hours do not allow them three (3) consecutive hours of their own time for voting, shall be allowed such additional time with pay from required employment hours as may be necessary to provide the three consecutive hours. Such additional time for voting shall be granted to the Regular Full-time Employee at the time of Day that, in the judgment of the Employer, best accommodates the Employee's duties. This article does not apply to Part-time Employees.

31.09 Political Service Leave

Employees elected to full-time political office at the municipal, provincial, or federal level shall be entitled to leave without pay. Employees must return to the University and resume duties at the end of one term of office unless special circumstances require and the Employer agrees to extend the leave beyond such term.

31.10 Medical/Dental Appointments

When Regular Full-time Employees cannot arrange medical or dental appointments outside of normal working hours, time off on an infrequent basis, without loss of pay, may be granted by the Employee's Immediate Supervisor. Notification of such absences shall be forwarded to the Employer. Where more frequent appointments are required, time may be taken from the employees annual Personal Emergency Leave.

31.11 Personal Emergency Leave

- (a) Although it is an Employee's responsibility to make arrangements to ensure that **they are** available for work at all times during normal working hours, the Employer recognizes that an unexpected occurrence such as a storm, an illness of another member of the family, an unexpected school closing, or a medical emergency may require the Employee to be absent from work for short periods.

Days when the University offices or Employee workplaces have been officially closed for reasons such as storms or operational emergencies shall not be deducted from Employees' annual Personal Emergency Leave.

Personal Emergency Leave days shall be a maximum of five (5) paid Working Days per annum and is reduced by any time used by the Employee. Personal Emergency Leave shall not be carried forward from year to year.

- (b) The day and the reason for a Personal Emergency Leave will be recorded on a Staff Report Form and all days taken will be approved by the Employee's Immediate Supervisor.
- (c) The Employer will consider, on a case-by-case basis, claims for Personal Emergency Leave in excess of that provided under this article where it has been requested in writing and the Employee has a long history of employment without Personal Emergency Leave claims. The Employer will not be arbitrary in its decision.
- (d) An Employee is expected to inform **their** Immediate Supervisor as soon as possible that the absence has become necessary.

31.12 Moving Day

When a **non-probationary** Employee, physically moves **their** household to a new residence, one moving Day with full salary and benefits shall be granted.

31.13 Professional Enhancement Leave

The Employer may grant a professional enhancement leave for varying periods of up to twelve (12) months for special training. The terms of such leave and/or allowance for such leave will be at the sole discretion of the Employer.

The decision of the Employer regarding an application for professional enhancement leave and/or allowance shall be neither grievable nor arbitrable.

31.14 Compassionate Leave

- (a) An Employee who has been employed for a period of at least three months and who is eligible for Employment Insurance under EI Compassionate Care Benefits Legislation is entitled to an unpaid leave of absence of up to eight weeks to provide care or support to a family member of the Employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks. For the purposes of this clause, "family member" means:

Spouse, common-law partner, or domestic partner of the Employee
Child or parent of the Employee;

Child of the Employee's spouse, common-law partner or domestic partner;
Spouse or common-law partner of the parent of the Employee (e.g. Employee's stepmother).

"Common-law partner", for the purposes of this clause, means a person who has been living in a conjugal relationship with that person for at least a year.

Employees applying for Compassionate Care Leave must fulfill all the requirements of Employment Insurance regulations. Eligibility, qualifying periods, applications and required medical certificates, and other information are available through the Employment Insurance Office or the Government of Canada web site.

- (b) The leave may only be taken during the period
- (i) that begins with:
- a) the first day of the week in which the certificate is issued, or
 - b) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
- (ii) that ends with the last day of the week in which either of the following occurs:
- a) the family member dies, or
 - b) the expiration of eight weeks following the first day of the week referred to in clause 31.14 (b) (i).
- (c) A leave of absence under this article may only be taken in periods of not less than one week's duration.
- (d) For the period of time specified in this article, the Employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period in accordance with existing University policy. The employee must arrange through Human Resources for continuation of benefits and arrange for the payment of this coverage in advance of the leave.

- (e) An employee shall advise the Employer as soon as possible when it appears that there is a need to take a leave of absence under this article.
- (f) An employee on compassionate leave shall give written notice to the Employer of **their** intention to return to work as soon as possible.
- (g) Where an employee reports for work upon the expiration of the Compassionate Leave, s/he shall be permitted to resume work in the same or comparable position to which s/he held prior to the commencement of the leave.

31.15 Domestic Violence Leave

A qualified Employee shall be granted Domestic Violence Leave in accordance with the provisions of the Nova Scotia Labour Standards Code. The Employer will provide up to five (5) days paid leave per calendar year.

ARTICLE 32 - PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

- 32.01 (a) A pregnant Employee who is qualified for pregnancy and parental leave under current legislation shall be entitled to Pregnancy and Parental Leave for up to **seventy-eight (78)** weeks.
- (b) Where an Employee takes pregnancy leave pursuant to clause 32.01 and the Employee's newborn child or children arrive in the Employee's home during the pregnancy leave, parental leave:
- i) begins immediately upon completion of the pregnancy leave and without the Employee returning to work; and
 - ii) ends not later than **seventy-eight (78)** weeks after the commencement of the combined pregnancy and parental leave began, as determined by the Employee.
- (c) A pregnant employee who does not qualify for pregnancy and parental leave under current legislation shall be entitled to an unpaid Leave of Absence for up to seventeen (17) weeks upon
- (i) giving the Employer notice of the date that **they** will begin the leave and the date **they** will return to work, and
 - (ii) providing to the Employer a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- 32.02 A pregnant Employee, who has been employed by the Employer for at least six months, and qualifies for pregnancy and parental leave under current legislation, is entitled to a leave of absence to be remunerated in accordance with Article 32.06, for up to seventeen (17) weeks upon:
- (a) giving the Employer notice of the date that **they** will begin the leave(s) and the date **they** will return to work; and
 - (b) providing to the Employer a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- 32.03 The Employee shall determine the dates on which the leave begins and ends, except that the pregnancy leave shall begin:

- (a) not sooner than **twelve (12)** weeks before the expected date of delivery, as the Employee determines;

The pregnancy leave shall end:

- (b) not sooner than one week after the date of delivery; and
- (c) not later than seventeen (17) weeks after **your due date or the date you gave birth, whichever is later**, or in the case of combined pregnancy and parental leave not later than **seventy-eight (78)** weeks, after the pregnancy leave began, pursuant to Article 32.01 (a) and 32.02 (a).

- 32.04 (a) 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 this Article, may be granted sick leave in accordance with the provisions of Article 30.
- (b) Where the duties of a pregnant Employee cannot be reasonably performed or the performance of the Employee's work is materially affected by **their** pregnancy, the Employer will make all reasonable efforts to accommodate the Employee. All requests for accommodation will be based on a medical certificate provided by a qualified medical practitioner.
- 32.05 The Employee shall advise **their** immediate Supervisor in writing that **they are** applying for pregnancy and/or parental leave and file the required documents in accordance with the above procedure before the leave arrangements are finalized by the Employer.
- 32.06 Subject to the terms and conditions of the Supplementary Employment Benefits Plan (Appendix C), the Employer shall supplement an Employee's Employment Insurance Benefits and other earnings for a maximum period of **sixteen (16)** weeks during the Employee's pregnancy leave. In addition, for the first **one (1) week** of the pregnancy leave, the Employee shall receive 95% of the Employee's salary.
- 32.07 Before proceeding on pregnancy leave, each Employee claiming benefits shall sign an undertaking on a prescribed form that **they** will return to work at the end of **their** pregnancy leave, or any authorized extension thereof, and remain in the University's employ for a period of at least seventeen (17) weeks thereafter. Should an Employee fail to return to work or return for a period of less than seventeen (17) weeks, the University shall review each case on its own merits and may, at its option, require the Employee to repay all or part of the benefits received under the Supplementary Employment Benefits Plan.
- 32.08 When the Employee reports for work upon the expiration of the period of leave, **they** shall resume work in the same position or, if the position has been eliminated, a comparable position to that which **they** held prior to the commencement of the pregnancy leave at no lower rate of pay and with no loss of benefits accrued to the commencement of the pregnancy leave.
- 32.09 Where there is a newborn child and there is continuous hospitalization or death of the mother who is the Spouse of an Employee of the University, if the Employee is not taking parental leave as per Article 32.12, a period of unpaid leave up to seventeen (17) weeks, or in the case of combined pregnancy and parental leave, **seventy-eight (78)** weeks, shall be available to the Employee under the provisions of the pregnancy and/or parental leave clause.

32.10 Parental Leave

- (a) An Employee who qualifies for parental leave under current legislation and who becomes a parent of one or more children through:
- (i) the birth of the child or children; or
 - (ii) 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 of Nova Scotia,

is entitled to an unpaid leave of absence of up to **seventy-eight (78)** weeks upon giving the University notice of the date that the Employee will begin the leave and the date that the Employee will return to work.

- (b) Where parental leave is not continuous with pregnancy leave, it:
- (i) begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the Employee's home; and
 - (ii) ends not later than **seventy-eight (78)** weeks after the parental leave begins.
- (c) Where an Employee has begun parental leave pursuant to 32.01 (b) or 32.11 (a) (i) and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the Employer notice. There will be only one interruption and deferral of each parental leave.

32.11 An Employee other than an Employee in receipt of leave as per Article 32.06, who has been employed by the University for at least one (1) year, who becomes the parent of one or more children through the birth of a child or children, or placement of a child or children through adoption pursuant to the laws of the Province of Nova Scotia, and who is in receipt of parental leave benefits under the terms of the Employment Insurance Act, shall be entitled to the benefit of the Supplementary Employment Benefits Insurance Plan (Appendix C) for a period of ten (10) weeks during the parental leave.

32.12 In order to provide the Employer with as much advanced notice as possible in the event of adoption, an Employee should provide a copy of **their** approved Application for Adoption to the Human Resources Office.

32.13 When the Employee reports for work upon the expiration of the period of parental leave, **they** shall resume work in the same position or, if the position has been eliminated, a comparable position to that which **they** held prior to the commencement of the parental leave at no lower rate of pay and with no loss of benefits accrued to the commencement of the parental leave.

32.14 An Employee who **becomes a parent of one or more children through**

- (i) **The birth of the child or children**
- (ii) **or 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 of Nova Scotia**

who is the spouse of the primary caregiver, and not in receipt of benefits as per Article 32.06 or Article 32.12, shall be granted special leave with pay and benefits for up to a maximum of five (5) Days.

ARTICLE 33 – DEFERRED SALARY LEAVE

33.01 Purpose

The purpose of the Deferred Salary Leave Plan is to afford Employees the opportunity to take a leave of absence of one (1) year and, through the deferral of salary, finance the leave.

33.02 Eligibility

Participation in this plan is limited to Regular Full Time or Regular Part Time Employees. An Employee may apply for such leave once every eight (8) years of continuous service.

33.03 Application

An application to participate in this plan must be submitted to the Director of Human Resources not later than six (6) months prior to the month in which the salary deferment is to commence.

33.04 Approval

Approval to participate in this plan is at the sole discretion of the Employer.

- (a) The Employer shall inform the Employee of its decision not later than three (3) months prior to the month in which the salary deferment would commence.
- (b) The Union shall be notified of the Employer's decision on each application.

33.05 Conditions

- (a) The terms and conditions governing the deferred leave arrangements will be mutually agreed to, in writing, by the Employer, Union and Employee and shall conform to all laws and government legislation applicable to such plans.
- (b) While an Employee is enrolled in the Plan and not on Leave, any benefits tied to salary shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the Plan. All other benefits shall be in accordance with the Collective Agreement.
- (c) Unless otherwise instructed in writing by the Employee, all benefits of the Employee shall be maintained during the Leave; however, the full costs of all benefits shall be paid by the Employee during the Leave from the monies retained for the Employee by the University to finance the Leave, save those required to be paid by the University by law.
- (d) While the Employee is on Leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the equivalent period prior to taking the leave had the Employee not been enrolled in the plan.
- (e) During the leave, the Employee shall not accumulate nor be entitled to the following:
 - (i) Vacation, statutory holidays, pregnancy, parental, adoption leave, sick leave or other leaves;
 - (ii) Credit for service for severance pay for the period of the leave;
 - (iii) Credit for the leave period for seniority purposes.

33.06 Return to Regular Assignment

- (a) Upon completion of the leave the Employee shall return to the University for a period that is not less than the period of the leave.

- (b) Upon completion of the leave, the Employee shall be reinstated to the position held immediately prior to the leave. If the position no longer exists, the Employee shall be subject to the provisions of Article 24 – Layoffs and Recalls.

33.07 Withdrawal from the Plan

- (a) An Employee who ceases to be employed by the University or is laid off in accordance with Article 24 – Layoffs and Recall during the period of the deferral shall withdraw from the plan.
- (b) In extenuating circumstances such as, but not limited to, financial hardship or serious illness and with the approval of the University, an Employee may withdraw from the Plan not later than three (3) months prior to the date established for the Leave. Notwithstanding the three (3) month notice period, the University may, where operational requirements permit, accept a lesser notice period. Such approval shall not be unreasonably withheld.
- (c) If an Employee withdraws from the plan, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the plan.
- (d) Should an Employee die while participating in the plan, any monies accumulated plus interest accrued at the time of death shall be paid to the beneficiary specified in the life insurance policy of health and welfare benefits or to the Employee's estate within two (2) semi-monthly pay periods where possible.

ARTICLE 34 - RESIGNATION

- 34.01 If an Employee decides to terminate employment, **they** shall forward a letter of resignation to the Employer not less than ten (10) Days prior to the effective date of termination provided, however, that the Employer may accept a shorter period of notice.
- 34.02 An Employee who has resigned may withdraw their resignation within two (2) working days unless they submit their resignation on a Friday in which case they may withdraw their resignation within (1) working day.
- 34.03 An Employee who fails to give notice required in this Article shall be struck from the payroll effective the Day **they are** absent without leave.
- 34.04 An Employee who is absent from **their** employment without permission for ten (10) consecutive Days, shall be deemed to have resigned **their** position effective the first Day of absence.
- 34.05 The Employee may be reinstated if **they** establish to the satisfaction of the Employer, that the absence arose from a cause beyond the Employee's control and it was not possible for the Employee to notify the University of the reason for the absence.
- 34.06 An Employee, upon separation from the University, shall be compensated for vacation leave to which **they are** entitled.
- 34.07 An Employee, upon separation from the University, shall compensate the Employer for vacation which was taken but to which the Employee was not entitled.

ARTICLE 35 - RETIREMENT

- 35.01 Employees shall advise the Employer in writing of their retirement at least thirty (30) days prior to the effective date of retirement.
- 35.02 The Employer may consider requests for early retirement from Employees who are at least fifty-five (55) years of age. The terms of early retirement shall be as agreed between the Employer and the Employee concerned.

ARTICLE 36 - BENEFIT PLANS

- 36.01 For the purpose of this Article, the insured benefit plans refer to the following:

Pension
Life Insurance/Accidental Death and Dismemberment
Short Term Disability
Long Term Disability
Extended Health
Dental
Travel Insurance (Medical)
Employee and Family Assistance Plan (EFAP)
Supplemental Employment Insurance for Pregnancy Leave *and/or Parental Leave*

- 36.02 (a) The Employer shall continue the existing arrangements for insured Benefit plans based on the existing cost sharing arrangements unless modified by mutual agreement of the parties, with the following exception:

Drug Co-Pay \$3.00

Eligibility for participation in benefit plans shall be in accordance with the terms and conditions of those plans. Appendix "D" outlines the terms and conditions of Employee eligibility for membership in the plans.

- (b) Notwithstanding (a), for Employees who have reached the age of sixty-five (65), shall be entitled to the benefits listed below, based on the existing cost sharing arrangements:

Life Insurance	1.25 times salary, ceasing at age 70
AD & D	1.25 times salary, ceasing at age 70
Health – Paramedical	Range of \$10 - \$30 per visit/service, ceasing at age 70
Health – Vision	\$125.00 every two years including exam, ceasing at age 70
Drug – Co-pay	\$3.00, ceasing at age 70
Dental	Co-insurance 100% Basic, no deductible, Major 70%, ceasing at age 70
Travel	Out of country coverage, ceasing at age 70

- (c) Notwithstanding (b) for Employees who have reached age 65 neither Short Term Disability or Long Term Disability are available.

- 36.03 The Employer agrees to maintain a Joint Benefits Committee representative of interested Bargaining Units, and University administration, to consider matters relating to Employee benefit programs, including the administration of, participation in, and contribution to benefit programs. The Committee shall oversee all Employee benefits and shall make recommendations concerning changes in such benefits. The Committee shall meet at least four (4) times per year unless the Committee agrees to meet less frequently.

- 36.04 The Union shall continue to have the right to appoint two (2) representatives to be members of the Joint Benefits Committee.
- 36.05 The Director of Human Resources shall maintain information on benefit plans and employment practices, which shall be provided to each new Employee and to other Employees upon request.
- 36.06 Employees shall be eligible to participate in Canada Savings Bonds and the Registered Retirement Savings Plans as presently established by the Employer through payroll deductions.
- 36.07 Additional Life Insurance will be made available to Employees who wish to participate at their own total expense and subject to the terms and conditions of the plans currently available through the Employer.
- 36.08
- (a) Effective January 1, 2005, the Employer shall contribute into the Pension Plan, eight percent (8%) of a participating Employee's regular annual salary. Each participating Employee shall contribute into the Pension Plan six percent (6%) of **their** regular annual salary. An Employee may make additional contributions into the Pension Plan up to the limit allowed by Canada Revenue Agency.
- (b) Notwithstanding (a), CRA rules govern and may limit the Employer's ability to contribute to the pension based on the Employee's age.
- 36.09 To the extent permitted by the terms and conditions of Employee benefit plans, Employees on unpaid leave shall have the option to participate in such benefit plans provided they pay both the Employer and Employee portions of all the required premiums.
- 36.10 The eligibility of an Employee on unpaid leave for Short Term Disability and/or Long Term Disability is subject to the terms and conditions of the benefit plans.
- 36.11 When permitted by the terms and conditions of the relevant Employee benefit plans, the Short Term Disability benefits and the Long Term Disability qualifying period shall commence on the day the Employee was scheduled to return to work following the period of unpaid leave.

ARTICLE 37 - KILOMETERAGE

Provided the proper travel claim form is submitted to the Business Office, Employees who are authorized to use their personal vehicles for the Employer's business shall be entitled to reimbursement for kilometerage at the prevailing University rate, but such reimbursement shall not include personal transportation to and from the University except as provided in Article 27.

ARTICLE 38 - PROTECTIVE APPARATUS

- 38.01 Employees who are required by the Employer to wear safety footwear, shall be provided with one pair of safety footwear every twelve (12) months to a maximum value of two hundred dollars (\$200.00). Such footwear shall be worn by the Employees affected during work hours in the work location concerned.

- 38.02 The Employer shall provide protective gloves, masks, goggles, aprons, and other apparatus as may be required to ensure a safe working environment.
- 38.03 Employees who are required by the Employer to wear a uniform shall be provided with three (3) pairs of work pants, five (5) shirts, **one (1) pair of painters pants**, and one (1) sweater every twelve (12) months. **One (1) outdoor jacket will be provided as needed but not sooner than every thirty-six (36) months.** Such uniforms shall **not be worn for personal use and** be worn by the Employees affected during work hours in the location concerned.

ARTICLE 39 - TERM EMPLOYEES

- 39.01 A Term Employee may apply for any position in the Bargaining Unit which occurs during the Term appointment. If successful, and subject to Article 39.04, the period of employment in the Term position shall count as service and seniority upon completion of the Probationary Period as a regular Full-Time, Regular Part Time or Sessional Employee.
- 39.02 The Employer may terminate a Term appointment at any time with two (2) weeks' notice or pay in lieu thereof.
- 39.03 Terms and conditions of employment for Term Employees shall be according to the Collective Agreement except that the articles listed below shall not apply.
 - Article 24 – Layoffs and Recalls
 - Article 31.09 – Political Service Leave
 - Article 31.13 – Professional Enhancement Leave
 - Article 32 – Pregnancy and Parental Leave
 - Article 33 – Deferred Salary Leave
 - Article 35 – Retirement
 - Article 36 – Benefit Plans (except to the extent that is allowed under the terms of the Benefit Plans) *
 - Article 46 – Professional/Career Development and Training
 - Article 47– Job Sharing
- * See Appendix “D” Benefits Eligibility for NSGEU Employees for a description of Benefit Plan Eligibility.
- 39.04 Current bargaining unit members who are Regular or Sessional Employees and apply for, and are the successful applicants for Term Positions, shall retain their status as a Regular or Sessional Employee and shall return to their original position at the completion of the Term Position. These members are not subjected to the exclusions of Article 39.03 (above).
- 39.05 Should a Term Position become a permanent position within the Bargaining Unit, the position shall be posted as per Article 14.

ARTICLE 40 – PAYMENT FOR CERTIFICATES AND EXAMINATIONS

Where, pursuant to this Agreement, the Employer requests that an Employee submit a medical certificate or report, or where an examination is requested, the Employer shall be responsible for paying the full costs of any such examinations, medical certification forms or reports.

ARTICLE 41 – JOB EVALUATION

- 41.01 (a) The parties agree that all jobs in the Bargaining Unit shall be evaluated and a classification established
- (i) when a new job is created;
 - (ii) where the Employee or **their** Immediate Supervisor requests re-evaluation after no less than twenty-four (24) months **from the last evaluation**; or
 - (iii) when there has been significant changes to the job duties.
 - (iv) in any case, all **Position Descriptions** will be reviewed annually by the Supervisor and the Employee.
- (b) **Within ten (10) days of the request, the Supervisor will provide the Employee with a copy of the latest Position Description and Job Analysis Questionnaire.** The Human Resources Office shall use an approved Position Description and completed Job Analysis Questionnaire for each position in the Bargaining Unit and evaluate the job content using the evaluation instrument that has been developed entitled *NSCAD University Job Evaluation Manual – NSGEU Local 82* in existence as of the date of signing of this Agreement
- (c) Prior to evaluating each position, an updated Position Description shall be forwarded by the Immediate Supervisor to the Human Resources Office and each Employee shall receive a Job Analysis Questionnaire **and updated Position Description** for **their** position.
- (d) Evaluation shall be completed **within thirty (30) days** of the Human Resources Office receiving both the completed questionnaire and the updated Position Description **from the Employee.**
- (e) Where the questionnaire and the updated Position Description indicate that there are no significant changes to duties, the evaluation will not be done **and the Employee and the Union will be notified.**
- (f) The Human Resources Office shall notify each Employee and the Union of the factor scores and classification total for **their** position upon completion of the Job Evaluation. The Employee shall be notified if there is no significant change to the Position Description and therefore, no change to the classification.

41.02 Appeals

An Employee may appeal the Job Evaluation results to the Job Evaluation Committee by submitting a written request for an appeal to the Director of Human Resources within thirty (30) days of having received notification in accordance with 42.01 (e). The written request should state the reason(s) for the request and include supporting information, if possible.

41.03 Job Evaluation Committee

The Job Evaluation Committee will oversee any amendments and on-going administration of the NSCAD Policy for Job Evaluation of members of NSGEU Local 82.

- (a) The parties agree that a Job Evaluation Committee consisting of **two (2)** Employees named by the Union, one of whom shall be an alternate, and **two (2)** persons named by the Employer, one of whom shall be an alternate, none of whom shall be the Analyst who rated the job.
- (b) Members of the Committee shall have equal access to all materials required to determine job classification levels.
- (c) The Committee may also seek written submissions from the Employee, Immediate Supervisor and Job Analyst regarding points for clarification, and if it deems it necessary, the Employee, Immediate Supervisor and Job Analyst may be requested to meet with the Committee to provide information.
- (d) In its deliberations the Job Evaluation Committee may consult with a qualified impartial person who is affiliated neither with the Employer nor the Union. The Parties shall cost-share the fees and expenses of the qualified impartial person.
- (e) The findings of the Committee will be submitted to the Employer and the Union within thirty (30) days of the date the written appeal was received by the Director of Human Resources.
- (f) The Employer shall then notify each Employee of the factor scores and classification total for **their** position upon completion of the Job Evaluation Appeal.

41.04 Any salary adjustment resulting from the review shall be retroactive to the date the completed Job Analysis Questionnaire is received by the Director of Human Resources, except that newly created positions shall be adjusted in accordance with Article 41.07.

41.05 Where job reclassification or evaluation results in moving to a higher classification, no decrease in salary shall result.

41.06 Where job reclassification results in moving to a lower classification, the Employee's salary shall be maintained until it may be slotted into a higher step in the appropriate salary scale as follows:

- (a) If the Employee's salary is greater than the maximum step for the new classification, it shall be maintained until exceeded by such maximum and increased to the new maximum at that time.
- (b) If the Employee's salary is within the range established for the new classification, it shall be maintained until the next normal anniversary date and increased to the next higher step at that time.

41.07 Newly created positions within the Bargaining Unit shall be provisionally rated before applicants are recruited. All provisional ratings will be reviewed and a rating **confirmed** within nine (9) months of the assignment of the provisional rating.

- (a) **The employer will notify employees at six (6) months that their provisional classification is due and provided with the job evaluation questionnaire and current position description. The employee will have forty-five (45) days to submit the job questionnaire. If no questionnaire is received within 45 days, the employer will determine that there are no significant changes to duties, the evaluation will not be done, and the Employee and the Union will be notified.**

- (b) Should the review result in the position moving to a higher classification, the salary adjustment shall be retroactive to **six (6) months from** the date of hire in the new position. Should the review result in the position moving to a lower classification, Article 41.06 shall apply.
- (c) **Should an internal employee compete and be awarded a newly created position within the bargaining unit and the position is reclassified within twenty-four (24) months, the reclassification will be treated as a promotion and be paid in accordance with Article 26.06.**

41.08 Results of the Job Evaluation process and the Job Evaluation Appeal process are not subject to grievance and arbitration.

ARTICLE 42– GRIEVANCE

42.01 Any difference arising between the Employer and the Employee covered by the 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.

42.02 The parties agree to make every reasonable effort to encourage an informal, amicable, and prompt settlement of grievances.

42.03 Employee(s) who feel that they have a grievance shall first discuss the matter with the Immediate Supervisor within fifteen (15) Working Days of the events giving rise to the grievance. If the Employee's Immediate Supervisor is a member of the Bargaining Unit, the Employee shall discuss the matter with the manager responsible for the area in which **they** work. The Employee may have a steward or another Union representative present.

The Immediate Supervisor shall respond to the complaint within three (3) Working Days of the discussion.

When any dispute cannot be settled by the foregoing informal procedure, the following formal grievance procedure may be invoked.

Where an Employee alleges that **they have** been discharged in violation of Article 20.02, a grievance may be filed at Step Two of the grievance procedure.

42.04 Employee Grievances

Step 1

If the Employee or the Union is not satisfied with the response of the Immediate Supervisor, the Employee may, within twenty-five (25) Working Days of the response in the informal procedure, present the grievance in writing to the Director of Human Resources who shall make every effort to reach a mutually satisfactory solution. The Director of Human Resources shall give a written reply within ten (10) Working Days of the filing of the grievance.

Step 2

Failing settlement being reached in Step 1, the Employee concerned, assisted by a representative of the Union and/or a steward of the Employee's choice, may within ten (10) Working Days of issuance of the decision in Step 1, submit the matter to the Vice-President, Finance and Administration in writing. The Vice-President, Finance and

Administration shall give a written reply within ten (10) Working Days of the filing of the grievance at Step 2.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may, within ten (10) Working Days of the issuance of the decision at Step 2, give notice in writing to the Employer of its intention to refer the dispute to arbitration. Any proposed settlement of the grievance presented at Steps 1 and 2, and any replies, must accompany the notice of intention to proceed to arbitration when it is presented to the Employer at this level.

42.05 Employer Grievances

The Employer shall file an Employer grievance by forwarding a grievance in writing to the President of the Union Local within twenty-five (25) Working Days of the events giving rise to the grievance. Within ten (10) Working Days following receipt of the grievance, the President of the Union Local or his or her representative shall meet with the Employer's representative(s) to attempt to resolve the grievance. The President of the Union Local shall, within ten (10) Working Days of the meeting, give a reply in writing to the Employer. If the grievance is not resolved according to this procedure, the Employer may, within ten (10) Working Days of the receipt of the Union Local President's decision, submit the grievance to arbitration.

42.06 Union Grievances

The Union shall file a Union grievance by forwarding a grievance in writing to the Employer within twenty-five (25) Working Days of the events giving rise to the grievance. Within ten (10) Working Days following receipt of the grievance, the Employer and or representatives(s) shall meet with the Union's representative(s) to attempt to resolve the grievance. The Employer shall, within ten (10) Working Days of the meeting, give a reply in writing to the Union. If the grievance is not resolved according to this procedure, the Union may, within ten (10) Working Days of the receipt of the Employer's decision, submit the grievance to arbitration.

42.07 In order for grievances to be properly processed, written grievances must be submitted on the prescribed form, must specify the section(s) of this Agreement alleged to have been misinterpreted, misapplied, or violated, and must specify the redress sought.

42.08 Any step of the grievance procedure may be omitted by the mutual consent of both parties in writing.

42.09 The time limits and procedures may be extended or modified by mutual agreement of the Employer and the Union in writing.

42.10 Unless there is written agreement between the parties to extend time limits per Article 42.09, the grievant(s) may proceed to the next step if the written reply to a grievance is not issued within the required time limits.

42.11 A grievance should not be defeated by formal or technical objections and the parties should allow all necessary amendments to the grievance and waive formal procedural irregularities in the processing of the grievance in order to determine the real matter in dispute. However, if the grievant has not exercised due diligence in abiding by the applicable time limits, the grievance shall be considered abandoned and at an end.

ARTICLE 43 - ARBITRATION

- 43.01 In accordance with the provisions of Article 42.04 ("Step 3"), the party wishing to proceed to arbitration shall in its written notice of intention to arbitrate include the name of its nominee to the Arbitration Board. No matter may be submitted to arbitration unless the grievance has been carried through all the steps of the grievance procedure. The party receiving such notice shall, within and not later than ten (10) Working Days of the receipt of such notice, advise the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so appointed shall within seven (7) Working Days of the appointment of the second nominee attempt to agree upon a third person as chairperson. In the event that the nominees are unable to agree upon a chairperson, within ten (10) Working Days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- 43.02 The parties may agree on a single Arbitrator instead of a Board, in which event, the provisions of this article shall apply, similarly, to such single Arbitrator.
- 43.03 When either party requests that a grievance be submitted to arbitration, the request shall be made by certified mail or personal delivery addressed to the other party.
- 43.04 The Arbitration Board (or single Arbitrator) may determine its own procedures, but shall give full opportunity to both parties to present evidence and make representations to it. The Arbitration Board (or single Arbitrator) shall hear and determine the difference or allegation and render a decision as expeditiously as possible after the Chairperson is appointed.
- 43.05 Both parties understand that the Arbitration Board (or single Arbitrator) shall confine itself to the grievance submitted to arbitration and shall not determine any other issue(s) except that the Arbitration Board (or Arbitrator) shall have the power to determine whether any particular grievance is arbitrable.
- 43.06 Both parties understand that the Arbitration Board (or single Arbitrator) shall not alter, add to, amend, or modify any of the provisions of this Agreement.
- 43.07 Each party shall pay the fees and expenses of its nominee to the Arbitration Board and one-half of the fees and expenses of the Chairperson or single Arbitrator not paid by the Minister of Labour.
- 43.08 The time limits and procedures may be extended or modified by written agreement of both parties to this Agreement.
- 43.09 At any stage of the arbitration procedure, the parties may have access to the Employee(s) concerned as witnesses and all reasonable arrangements will be made to permit the grievant(s) or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 44 - ENTIRE AGREEMENT

This Agreement, including any changes mutually agreed upon in writing or any document expressly incorporated into this Agreement by virtue of being specifically identified below, represents the entire Agreement between the parties.

- (a) Appendices to this Agreement;
- (b) Memorandum of Agreement appended to this Agreement; and

- (c) Supplemental Employment Insurance Income Plan for Pregnancy Leave and Approved Parental (Adoption) Leaves.

ARTICLE 45 - VALIDITY

- 45.01 If any article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of its term.
- 45.02 The Employer shall notify the Union of any conflicts which come to the attention of the Employer between this Agreement and such laws, regulations, or rulings.
- 45.03 Any portion of this Agreement that is so altered or invalidated shall, on the request of either party, be negotiated by the Employer and the Union and shall be replaced or altered as may be mutually agreed between the parties.

ARTICLE 46 – PROFESSIONAL/CAREER DEVELOPMENT AND TRAINING

- 46.01 The Employer recognizes that continued professional/career development and training is important to the effectiveness of employees and beneficial to the University.
- 46.02 The Employer will consider, on a case-by-case basis, an application for education leave with or without pay for a period up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the Employee to meet the requirements of **their** current position or to undertake studies in another area which will assist them in qualifying for opportunities for advancement within NSCAD.
 - (a) Written application for education leave shall be submitted to the Immediate Supervisor three (3) months prior to the commencement of the leave, with a copy to the Union local.
 - (b) An Employee granted leave under this article shall suffer no loss of seniority and upon return to the University, shall return to **their** former position.
 - (c) The University shall maintain coverage for its share of Employee benefits for Employees on education leave.
- 46.03 The University shall provide training required for an Employee to operate equipment, software, or administrative systems or procedures, the purchase or introduction of which has been duly authorized.
- 46.04 Tuition Waivers
 - (a) Employees **who work 50% FTE or greater**, their spouses, and dependents in **their** immediate family may enroll in credit or non-credit courses in the University at one-half the usual tuition fee (studio fees and other fees are to be paid in full). **Employees who work less than 50%FTE, their spouses, and dependents in their immediate family may enroll in credit or non-credit courses in the University at three-quarters the usual tuition fee (studio fees and other fees are to be paid in full).** Employees may audit classes offered by the University without credit and without charge. All audits are subject to the permission of the instructor of the respective course, when space is available, after all paying students have had an opportunity to enroll.

- (b) Courses taken at the University shall normally be scheduled during non-working hours. Employees shall obtain a leave pursuant to Article 31.13 for any course or program taken during working hours.

46.05 Job Related Courses

- (a) The Employer may request employees to enroll in job-related courses or programs. In such cases all expenses will be paid by the Employer.
- (b) The Employer will consider on a case by case basis, requests for training to upgrade an Employee's skills.

ARTICLE 47 – JOB SHARING

47.01 The University will consider requests for job sharing. The decision on entering into a job sharing arrangement shall be at the sole discretion of the Employer and not subject to grievance or arbitration.

47.02 Terms and Conditions

The Terms and conditions governing job-sharing arrangements will be as mutually agreed to by the Union and the Employer.

47.03 Part of Collective Agreement

The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement.

47.04 Rights and Benefits

Except as otherwise provided herein, Employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.

47.05 Existing Employees Only

Job sharing will only be permitted when jointly requested by existing Employees and those employed in job sharing situations will continue to be members of the bargaining unit and be covered by the Agreement.

47.06 Operational Requirements

Job sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.

47.07 Qualifications

Both Employees in a job sharing arrangement must be permanent Employees, one of who is the incumbent of the position to be job-shared. Both Employees must share the same job classification/title and be suitably qualified and capable of carrying out the full time duties and responsibilities of the position to be job shared.

47.08 Identification of Job Share

An Employee wishing to job share her position has the responsibility of finding an eligible Employee willing to enter into the job sharing arrangement. The two (2) Employees requesting approval to implement a job sharing arrangement will submit an application to the Director of Human Resources.

47.09 Period of Job Share

A position will be shared for a minimum of twelve (12) months. Any extension beyond the twelve (12) month term must be mutually acceptable to both Employees, the Employer and the Union. At the end of the job sharing period, the Employees will resume the full time position they held prior to entering into the job sharing arrangement.

47.10 Work Schedule Requirements

Each of the two (2) Employees in a job sharing arrangement will be required to fulfill one-half (1/2) of the full time work schedule requirements.

47.11 Notice

If either participant or the Employer wishes to terminate the job sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days' written notice shall be required.

47.12 Costs

The parties agree that, except for the cost of benefits provided for under this Article and/or the Collective Agreement, there shall be no added cost to the Employer directly resulting from any job sharing arrangement.

ARTICLE 48 - TERM OF AGREEMENT

48.01 Duration and Renewal

This Agreement shall be in effect for a term beginning July 1, 2019 to **June 30, 2023**. After **June 30, 2023**, 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.

48.02 Effective Date of the Agreement

Unless otherwise stipulated in this Agreement, revision of the articles of this Agreement shall be effective the date of ratification of this Agreement.

48.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between July 1, 2019 and the date of this Agreement shall be entitled to full retroactivity of any applicable wage increase. Such Employees shall be given written notice by registered mail sent by the Employer to the Employee's last known address given to the Employer, that **they have** sixty (60) calendar Days in which to claim any retroactive payment.

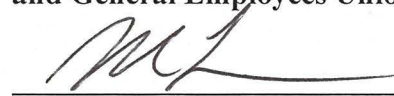
Signed at Halifax, Nova Scotia, this 10th day of May 2022.

On Behalf of the Employer:

On Behalf of the Nova Scotia Government and General Employees Union:



Sarah McKinnon, Interim President




Jason MacLean – President, NSGEU



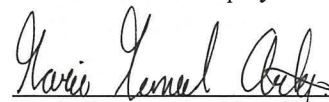
Ashley Lorette, Director, Human Resources



Rick Wiseman – Employee Relations Officer



Daniel Chisholm, HR Advisor



Maria Ortega – President, Local 82

The parties recognize that this contract has been signed on unceded Mi'kmaq territory.

APPENDIX "A" - CERTIFICATION ORDER

Appendix "A"



36

L.R.B. No. 3623
(Sec. 23)

LABOUR RELATIONS BOARD
NOVA SCOTIA

IN THE MATTER of the Trade Union Act of Nova Scotia, and

IN THE MATTER of Nova Scotia Government Employees Union
Suite 509
6080 Young Street
Halifax, Nova Scotia
B3K 5L2

Applicant

- and -

Nova Scotia College of Art and Design
5163 Duke Street
Halifax, Nova Scotia
B3J 3J6

Respondent

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on May 4, 1990, for Certification of the Applicant as Bargaining Agent, pursuant to the Trade Union Act;

AND the Board having conducted a vote on May 11, 1990, in accordance with Section 25 (1) of the Trade Union Act;


AND the Application having been contested by the Respondent, but no Hearing held;

AND the Board having been satisfied that forty percent or more of the employees in an appropriate Bargaining Unit are members in good standing of the Applicant in accordance with Section 23 (1) of the Trade Union Act and with Regulation 10 governing procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate, cast ballots in favour of the Applicant Trade Union;

THEREFORE, the Labour Relations Board (Nova Scotia) does hereby certify the Nova Scotia Government Employees Union, Halifax, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees employed by the Board of Governors of the Nova Scotia College of Art and Design as Maintenance, Clerical, Secretarial Staff, and other Staff, but excluding all employees included in the Bargaining Unit set out in L.R.B. Order No. 3134, all employees included in the Bargaining Unit set out in L.R.B. Order No. 3296, all Student Assistants, and excluding the classifications as described in Schedule "A", and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act, being Chapter 475 of the Revised Statutes of Nova Scotia 1989.

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) AT HALIFAX, THIS TWENTY-EIGHTH DAY OF JUNE 1990, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.


K. H. Horne
Chief Executive Officer

APPENDIX "A" - Page 2 - Excluded Employees From NSGEU, Local 82

FUNSCAD Unit I and Individual Course Appointees
FUNSCAD Unit II

Administrative Assistant to the Office of Academic Affairs and Research

Administrative Assistant to the Office of University Relations

Executive Assistant to VP, Finance and Administration

Administrative Assistant, President's Office

Building Manager, Port Campus

Coordinator of Academic Programs

Dean

Director of Admissions and Enrollment Services

Director of Computing Services

Director of Communications

Director School of Extended Studies

Director of Facilities Management

Director of Finance / Controller

Director of Human Resources

Stewardship Coordinator

Executive Assistant, Office of Academic Affairs and Research

Executive Assistant to the President

Manager, School Store

Manager of Compensation and Benefits

President

Registrar and Director of Student Services

Senior Secretary for Governance

Provost and Vice-President, Academic Affairs and Research

Vice-President, Finance and Administration

Vice-President, University Relations

Director of University Relations (Alumni and Development)

Director of University Relations (Development)

APPENDIX "B" – Seniority List -2022

	HIRE	Year	Service	Name	
1	19-Jan-88	1988	34	Diamond	Sonya
2	25-Aug-99	1990	32	Pottie	Theresa
3	02-Apr-07	2007	15	Simmonds	Gerry
4	02-Apr-07	2007	15	Travis	Bill
5	10-Oct-07	2005	17	Brine	Victoria
6	19-Aug-13	2013	8	MacGillivray	Ria
7	05-Feb-18	2018	4	Warriner	Eli
8	06-Nov-18	2018	4	Champlain	Raymond
9	09-May-19	2019	2	Buckley	Greg
10	17-Jun-19	2019	2	Spielmann Rose	Kizi
11	02-Jul-19	2019	2	Ortega	Maria
12	26-Aug-19	2019	2	Wolfe	Robin
13	01-Oct-19	2019	2	Fenerty	Heather
14	18-Jan-21	2021	1	Riel	Erin
15	12-Jul-21	2021	0	Ye	Jonas
16	19-Jul-21	2021	0	Meshkat	Amin
17	15-Nov-21	2022	0	Nao	Haoming
18	13-Dec-21	2022	0	Bourgoin	Samantha
19	09-May-22	2022	0	Caparica	Norbert

APPENDIX "C" - SUPPLEMENTARY EMPLOYMENT BENEFIT PLAN

Purpose

The purpose of the plan is to supplement Employment Insurance benefits paid during periods of pregnancy leave to Employees of NSGEU Local 82 of NSCAD University certified by the Nova Scotia Labor Relations Board.

Term of Agreement

The term of the plan will coincide with the term of the Collective Agreement signed _____ and all subsequent agreements which provide the leave to be supported under a similar plan. The plan will be effective on the date of signing of the current Collective Agreement between the parties.

Administration

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

Plan Funding

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

Eligibility

Any Employee, as per Article 32 of the Collective Agreement, will be eligible for benefits under the plan, provided the Employee has:

- (a) applied for the Employment Insurance benefits;
- (b) complied with the reporting requirements of Human Resources Development Canada and the University; and
- (c) qualified under the Employment Insurance Act for Employment Insurance benefits as determined by Human Resources Development Canada and supplementary benefits as outlined herein.

The Employee will be required to supply the Employer with proof that **they** qualify for Employment Insurance benefits and is in receipt of such benefits.

An Employee disentitled or disqualified from receiving benefits is not eligible for Supplementary Employment Benefits under this plan.

Benefit

The benefit payable by the University under the plan is a semi-monthly amount, which combined with the Employment Insurance benefit and any other earnings will equal 95% of the Employee's normal pay over the period of pregnancy leave. Benefits will be paid as per Article 32 of the Collective Agreement.

All amounts paid under the plan will be subject to normal income tax deductions.

Benefit Non-Entitlement

1. Total benefits (including the supplementary payment by the Employer) are not payable for any period in which the Employee is disqualified or disentitled from receipt of benefits

under the Employment Insurance Act as determined by Human Resources Development Canada.

2. Benefits are not payable if:

- (a) the Employee has been dismissed or suspended without pay as per Article 19 of the Collective Agreement;
- (b) the Employee has terminated her employment through resignation;
- (c) an application is made during a period when the Employee is currently on strike, participating in picketing or concerted work interruption;
- (d) the Employee is on an approved leave of absence without pay;
- (e) the Employee is receiving Insurance benefits under the University's Long Term Disability plan.

Application for Benefits

Notice shall be provided to the Employer as per the Collective Agreement. Application should also be made at the same time to Human Resources Development Canada so that, if the Employee qualifies for benefits, they may commence at the commencement of the leave(s).

A claimant for benefits under this plan must sign an undertaking with the University on a prescribed form (see end of this Appendix) providing that:

- (a) s/he will return to work on the Working Day immediately following the expiry date of the leave(s), or any authorized extension thereof, and
- (b) s/he will remain in the employ of the University for at least an equivalent number of weeks as the period of paid leave following the return to work, and
- (c) should s/he fail to return to work as provided under (a) above, the University, at its option, may require the employee to repay the full amount of the Supplementary Employment Benefits received during the entire period of the leave, and
- (d) should s/he leave the University's employ before the equivalent number of weeks of supplementary benefits have elapsed as provided under (c) above, the University, at its option, may require the employee to repay a proportion of such benefits equal to that proportion of the period in which the S.E.I.B benefits were provided and were not worked.

Benefit Adjustment

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

Other Benefits

The Employee's portion of the applicable premiums and pension contributions would be deducted from the Supplementary Employment Benefit payments made by the University up to a maximum of seventeen (17) weeks.

Modifications

The University will inform Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.

Interpretation/Grievances

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

NSGEU Pregnancy followed by Parental Leave
Supplement to Employment Insurance Benefit (SUB) Program
(to be submitted to Human Resources)

Employee Information

Name (Please Print): _____ Employee Number: _____

Leave Information

Leave of Absence for Maternity/Legal Adoption/Parental leave:

Start (MM/DD/YYYY) _____ to End (MM/DD/YYYY) _____

Request for SUB Program Benefits & Return Service Commitment

I am applying for benefits under the following SUB program option:

Receive 95% of regular salary from the employer for the Employment Insurance two (2) week waiting period AND receive a top up of Employment Insurance benefits for a maximum of fifteen (15) weeks in accordance with Article 32.06 of the Collective Bargaining Agreement for the remainder of the program period.

In applying for benefits under this program, I fully understand and acknowledge that:

My eligibility for receipt of the SUB Program benefit is subject to:

1. receipt of Employment Insurance Maternity/Parental Leave Benefits; and
2. my commitment to return to work at the end of my Maternity/Legal Adoption/Parental Leave for a period of at least seventeen (17) weeks thereafter (the number of weeks that I am in receipt of the SUB program benefits).

If I fail to meet the commitment to return to work at the end of my Maternity/Legal Adoption/Parental Leave the Employer, at its option, may require me to pay back program benefits as follows:

- in the event that I do not return to service with the Employer, an amount which equals all benefits which I received under the SUB program; or,
- in the event that I return to work for only a portion of the required period of return service, an amount which equals the amount of the benefits which I received under the SUB program for those weeks for which I did not complete the service commitment (e.g. If I received 17 weeks of benefit and only returned for 7 weeks, I would be obligated to pay back 10/17ths of the total SUB program benefits received).

I am required to submit proof to the Payroll Department that I have been approved for, and am in receipt of, Employment Insurance Maternity/Parental Leave Benefits through submission of copies of the initial approval documentation, as well as subsequent Employment Insurance pay stubs once I am in receipt of these items from Service Canada.

The Payroll Department will process the SUB program benefits prior to my submission of the required EI documentation based on Service Canada's guidelines for Maternity/Legal Adoption/Parental Leave. If there is a discrepancy between the employer's SUB program (based on Service Canada's guidelines) and the EI documents that I have provided an adjustment to the SUB program benefits will be required.

In signing this application, I signal my understanding and acceptance of my obligations and the terms and conditions of participation in the SUB program and promise to repay the SUB program benefits received as provided above in the event I do not fulfill my return service commitment.

Employee Signature Date (MM/DD/YYYY)

Witness Signature Date (MM/DD/YYYY)

NSGEU Parental & Adoption Leave
Supplement to Employment Insurance Benefit (SUB) Program
(to be submitted to the Human Resources)

Employee Information

Name (Please Print): _____ Employee Number: _____

Leave Information

Leave of Absence for Parental leave:

Start (MM/DD/YYYY) _____ to End (MM/DD/YYYY) _____

Request for SUB Program Benefits & Return Service Commitment

I am applying to receive the SUB benefit program while I am in receipt of parental leave benefits under the terms of the Employment Insurance Act for a period of ten (10) weeks in accordance with Article 32.12 of the Collective Bargaining Agreement.

In applying for benefits under this program, I fully understand and acknowledge that:

My eligibility for receipt of the SUB Program benefit is subject to:

1. receipt of Employment Insurance Parental Leave Benefits; and
2. my commitment to return to work at the end of my Parental Leave for a period of at least ten (10) weeks thereafter (the number of weeks that I am in receipt of the SUB program benefits).

If I fail to meet the commitment to return to work at the end of my Parental Leave the Employer, at its option, may require me to pay back program benefits as follows:

- in the event that I do not return to service with the Employer, an amount which equals all benefits which I received under the SUB program; or,
- in the event that I return to work for only a portion of the required period of return service, an amount which equals the amount of the benefits which I received under the SUB program for those weeks for which I did not complete the service commitment (e.g. If I received 10 weeks of benefit and only returned for 7 weeks, I would be obligated to pay back 3/10 ths of the total SUB program benefits received).

I am required to submit proof to the Payroll Department that I have been approved for, and am in receipt of, Employment Insurance Parental Leave Benefits through submission of copies of the initial approval documentation, as well as subsequent Employment Insurance pay stubs once I am in receipt of these items from Service Canada.

The Payroll Department will process the SUB program benefits prior to my submission of the required EI documentation based on Service Canada's guidelines for Parental Leave. If there is a discrepancy between the employer's SUB program (based on Service Canada's guidelines) and the EI documents that I have provided an adjustment to the SUB program benefits will be required.

In signing this application, I signal my understanding and acceptance of my obligations and the terms and conditions of participation in the SUB program and promise to repay the SUB program benefits received as provided above in the event I do not fulfill my return service commitment.

Employee Signature Date (MM/DD/YYYY)

Witness Signature Date (MM/DD/YYYY)

APPENDIX “D” BENEFITS ELIGIBILITY FOR NSGEU EMPLOYEES

Employees who work a minimum of nine consecutive months per year and 25 hours per week are eligible for Disability, Life, Accident, Extended Health and Dental, EFAP and Travel Insurance plans at NSCAD University. Extended Health and Dental is mandatory unless proof of coverage elsewhere is provided.

Disability Plans – with Manulife Financial (Mandatory membership for employees who are eligible):

Short Term Disability coverage – after three months continuous employment;

Long Term Disability coverage – after six months continuous employment

Life and Accident (Mandatory)

Life Insurance: after one month continuous employment

Accidental Death & Dismemberment – after one month of continuous employment

Extended Health and Dental with Medavie Blue Cross (Optional for employees who are eligible):

Employees can enroll immediately and are eligible to collect benefits after 30 days. (Employees who wish to join the Extended Health or Dental Plans should enroll within 30 days of being eligible, i.e. when they first commence working a minimum of 25 hours per week for 9 months per year)

Pension Plan – Defined Contribution with Manulife Financial

For regular full-time and part-time employees Pension Plan membership is mandatory after one year of employment.

Pension: For all other employees in accordance with provincial pension legislation.

Employee and Family Assistance Plan

Mandatory for regular full time and part-time employees after three months of continuous service through Shepell FGI insurance.

Travel Insurance

Employees can enroll immediately and are eligible for travel insurance coverage after 30 days with SSQ Insurance.

Schedule 2 – SALARY RANGES

NSGEU Salary Scale - July 1, 2019

1.0170

Group	Step	A	B	C	D	E
	2		\$30,041.11	\$30,948.22	\$31,855.33	\$32,762.44
3		\$33,158.90	\$34,162.24	\$35,165.58	\$36,168.91	\$37,172.25
4		\$36,277.98	\$37,380.11	\$38,482.24	\$39,584.37	\$40,686.50
5		\$39,395.76	\$40,595.40	\$41,795.04	\$42,994.69	\$44,194.33
6		\$42,513.54	\$43,810.69	\$45,107.85	\$46,405.00	\$47,702.16
7		\$45,631.34	\$47,026.00	\$48,420.67	\$49,815.33	\$51,210.00
8		\$48,750.41	\$50,243.87	\$51,737.33	\$53,230.79	\$54,724.25
9		\$51,866.91	\$53,459.16	\$55,051.42	\$56,643.67	\$58,235.92
10		\$54,984.70	\$56,674.47	\$58,364.23	\$60,054.00	\$61,743.75
11		\$58,102.65	\$59,890.25	\$61,677.84	\$63,465.44	\$65,253.03

NSGEU Salary Scale - July 1, 2020

1.0150

Group	Step	A	B	C	D	E
	2		\$30,491.72	\$31,412.44	\$32,333.15	\$33,253.88
3		\$33,656.28	\$34,674.67	\$35,693.06	\$36,711.44	\$37,729.83
4		\$36,822.15	\$37,940.81	\$39,059.47	\$40,178.13	\$41,296.79
5		\$39,986.70	\$41,204.33	\$42,421.97	\$43,639.61	\$44,857.24
6		\$43,151.24	\$44,467.86	\$45,784.47	\$47,101.08	\$48,417.69
7		\$46,315.81	\$47,731.39	\$49,146.98	\$50,562.56	\$51,978.15
8		\$49,481.67	\$50,997.53	\$52,513.39	\$54,029.26	\$55,545.11
9		\$52,644.91	\$54,261.05	\$55,877.19	\$57,493.32	\$59,109.46
10		\$55,809.47	\$57,524.59	\$59,239.69	\$60,954.81	\$62,669.91
11		\$58,974.19	\$60,788.61	\$62,603.01	\$64,417.43	\$66,231.83

NSGEU Salary Scale - July 1, 2021

1.0150

Group	Step	A	B	C	D	E
	2		\$30,949.10	\$31,883.63	\$32,818.15	\$33,752.69
3		\$34,161.13	\$35,194.79	\$36,228.46	\$37,262.11	\$38,295.78
4		\$37,374.48	\$38,509.92	\$39,645.36	\$40,780.80	\$41,916.25
5		\$40,586.50	\$41,822.40	\$43,058.30	\$44,294.20	\$45,530.10
6		\$43,798.51	\$45,134.87	\$46,471.23	\$47,807.60	\$49,143.96
7		\$47,010.55	\$48,447.36	\$49,884.18	\$51,321.00	\$52,757.82
8		\$50,223.89	\$51,762.49	\$53,301.09	\$54,839.69	\$56,378.29
9		\$53,434.58	\$55,074.97	\$56,715.35	\$58,355.72	\$59,996.10
10		\$56,646.61	\$58,387.45	\$60,128.29	\$61,869.13	\$63,609.96
11		\$59,858.80	\$61,700.43	\$63,542.05	\$65,383.69	\$67,225.31

NSGEU Salary Scale - July 1, 2022

1.0160

Group	Step	A	B	C	D	E
	2	\$31,444.28	\$32,393.77	\$33,343.24	\$34,292.73	\$35,242.20
	3	\$34,707.70	\$35,757.91	\$36,808.11	\$37,858.31	\$38,908.51
	4	\$37,972.47	\$39,126.08	\$40,279.69	\$41,433.30	\$42,586.91
	5	\$41,235.88	\$42,491.56	\$43,747.23	\$45,002.91	\$46,258.58
	6	\$44,499.29	\$45,857.03	\$47,214.77	\$48,572.52	\$49,930.26
	7	\$47,762.72	\$49,222.52	\$50,682.33	\$52,142.14	\$53,601.95
	8	\$51,027.48	\$52,590.69	\$54,153.90	\$55,717.13	\$57,280.34
	9	\$54,289.54	\$55,956.17	\$57,622.80	\$59,289.41	\$60,956.04
	10	\$57,552.96	\$59,321.65	\$61,090.34	\$62,859.03	\$64,627.72
	11	\$60,816.54	\$62,687.64	\$64,558.73	\$66,429.83	\$68,300.91

Memorandum of Agreement - Pension and Benefits

- a) The parties agree continue to follow through with the review of the Pension plan and feasibility study that is currently underway and will meet to decide whether to keep the pension plan status quo or *attempt* to transition to the Public Service Superannuation Plan (PSSP). The transition to the PSSP is conditional on mutual agreement of the Parties and subject to the conditions for entry under the Plan.
- b) The parties agree during the Term of this Agreement to review the existing benefit plan to determine whether changes are possible that would allow for a Health Spending Account (HSA) or increased extended benefits. Any change to the employee benefits is conditional on mutual agreement of both parties.
- c) Due to the government change in legislation requiring employers who participate in the EI rebate program to reduce waiting periods to no more than 7 calendar days by 2021 it is agreed that: Employees in the bargaining unit prior to December 31, 2020 with less than five (5) year's service who access short-term disability and who do not proceed to long term disability, upon their return, the University will reimburse the difference in their first week STD payment and their normal wage (15%) provided they would have had sufficient sick leave at the time of illness to cover the first week of STD had it been part of the qualifying period.