

**COLLECTIVE AGREEMENT**

**between**

**MOUNT SAINT VINCENT UNIVERSITY**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**Local 721**

**Effective: July 1, 2009 to June 30, 2012**

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PREAMBLE

This Collective Agreement is entered into on the 2<sup>nd</sup> day of March, 2010.

BY AND BETWEEN:

MOUNT SAINT VINCENT UNIVERSITY,

166 Bedford Highway, in the City of Halifax, Province of Nova Scotia, hereinafter referred to as the "Employer" or "University"

OF THE FIRST PART

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 721,

of Lower Sackville, in the County of Halifax, Province of Nova Scotia, hereinafter referred to as the "Union",

OF THE OTHER PART

WHEREAS by order of the Nova Scotia Labour Relations Board dated April 30, 1991, the Union was certified as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees employed at Mount Saint Vincent University, Halifax, Nova Scotia, as general security and traffic control but excluding the Chief of Security 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;

AND WHEREAS by agreement between the parties the Union is recognized as the Bargaining Agent of all classifications listed in Appendix "A";

AND THEREFORE this Agreement witnessed that the parties hereto hereby agree as follows:

## **ARTICLE 1 PURPOSE OF COLLECTIVE AGREEMENT**

- 1.1 It is the desire of both parties to this Collective Agreement:
- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
  - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
  - (c) To encourage efficiency in operation.
- 1.2 It is desirable that methods of bargaining and matters pertaining to the conditions of employment be drawn up in a Collective Agreement. Now, therefore, the parties agree as follows:

## **ARTICLE 2 RECOGNITION OF THE BARGAINING AGENT**

- 2.1 The Employer recognizes the Union as the exclusive collective bargaining agent for the members of the Bargaining Unit as defined by the Certification Order of the Nova Scotia Labour Relations Board dated April 30, 1991 with respect to all matters properly arising out of the terms and conditions of this Collective Agreement. A copy of the Order is at Appendix B.

## **ARTICLE 3 DEFINITIONS**

- 3.1 For the purposes of this Collective Agreement:
- (a) "Employer" or "University" means Mount Saint Vincent University at 166 Bedford Highway, Halifax, Nova Scotia, B3M 2J6;
  - (b) "Union" means the International Union of Operating Engineers, Local 721, at 251 Brownlow Avenue, Dartmouth, NS B3B 2A9., or such other address as the Employer is notified under the signature of the Recording-Corresponding Secretary of the Union;

- (c) "Bargaining Unit" means all full-time and regular part-time employees employed at Mount Saint Vincent University, Halifax, Nova Scotia, as general security, switchboard, traffic control and parking clerk but excluding the Chief of Security, temporary employees as defined at Article 3.1(h) 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;
- (d) "Employee" means a person employed within the Bargaining Unit as described above;
- (e) A "Regular" employee is one who has successfully completed the probationary period and occupies an on-going full-time or part-time position within the Bargaining Unit;
- (f) A "Full-time" employee is one who has successfully completed the probationary period and who works a period as described in the Article 18.1 of this Collective Agreement;
- (g) A Part-time employee is one who has successfully completed the probationary period and who works less than a full-time employee.
- (h) A Temporary employee is one hired for the purpose of replacing a bargaining unit employee who is on an approved leave of absence, provided the period of employment does not exceed twelve (12) months. The parties agree that an extension up to twenty-four (24) months may be granted by mutual agreement. A temporary employee is not covered by the terms of this Agreement unless referred to in a specific Article.

Should a temporary employee be successful in filling the vacancy they shall not be required to undergo an additional probationary period (as per Article 14).

- (i) A "Casual" employee is one hired on a day-to-day basis and is not covered by the terms of this Collective Agreement unless referred to in a specific Article;
- (j) "Probationary period" means the first one thousand forty (1040) hours of work of an employee covered by the terms of this Collective Agreement;

- (k) "Service" means the total unbroken compensated employment with the Employer from the most recent date of hire;
- (l) "Employer seniority" shall mean the length of unbroken employment with the Employer, whether or not within the Bargaining Unit, commencing the date of last hire by the Employer;
- (m) "Bargaining Unit seniority" shall mean the length of unbroken employment since date of last appointment by the Employer to any position in the Bargaining Unit;
- (n) "Classification seniority" shall mean the length of unbroken employment in a particular classification in the Bargaining Unit since date of last hire to a position in that particular classification;
- (o) "Overtime" for employees shall mean all authorized time assigned to and worked by such employees in excess of the regular hours as noted in Article 18;
- (p) "Working days" shall mean Monday to Friday, and excluding weekends and Statutory Holidays; and
- (q) "Days of Work" or "Hours of Work" shall mean the actual days or hours that an employee is normally scheduled to be at work.

#### **ARTICLE 4 UNION MEMBERSHIP AND DUES CHECK OFF**

- 4.1 The Employer agrees that during the term of this agreement it is a condition of employment for:
- (a) all present employees to become and remain members in good standing of the Union;
  - (b) all new employees hired subsequent to the date of signing of this Collective Agreement shall, within fifteen (15) calendar days of the completion of the probationary period, be required to become and remain a member in good standing of the Union; and

- (c) all employees in the initial probationary period shall be required to pay Union dues.
- 4.2 The Employer will deduct from the pay of each employee covered by this agreement, whether or not the employee is a member of the Union, all Union dues and initiation fees. The Union agrees to supply the Employer with the necessary forms to be completed by the employee upon hiring.
- 4.3 Such deductions shall be remitted to the Union prior to the fifteenth (15th) day of the month following the month in which deductions were made along with the names of any additions or deletions to the Bargaining Unit.
- 4.4 The Union shall forward to the Employer a true extract of all Union minutes, with a letter of instruction authorizing deductions of dues from members, before dues will be deducted.
- 4.5 Should the Union change the formula for calculating union dues, the Union shall notify the Employer in writing thirty (30) working days before the change is to take effect.
- 4.6 The Union agrees to indemnify and save harmless the Employer from any liability arising from the deductions referred to in Article 4.

## **ARTICLE 5 COLLECTIVE AGREEMENT PRINTING AND DISTRIBUTION**

- 5.1 The Union and the Employer agree to share equally the predetermined cost of printing of the Collective Agreement.
- 5.2 The Employer agrees to supply each employee in the Bargaining Unit with a copy of this Collective Agreement as soon as possible after the signing date. Further the Employer also agrees to supply each new employee hired after the signing of the Collective Agreement with a copy of the Agreement.

## **ARTICLE 6 MANAGEMENT RIGHTS AND FUNCTIONS**

- 6.1 The Union recognizes and acknowledges that the management of the University and direction of the work force are fixed exclusively in the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, suspend, discipline, establish complement, direct, bond, classify, reclassify, test, train, transfer, promote, demote, lay off, retire and rehire or assign employees;
  - (c) set standards for evaluation and appraisal and to review absenteeism of employees;
  - (d) for just cause, to discharge, suspend, demote, disciplinary warn, orally counsel or otherwise discipline employees;
  - (e) to make, enforce and alter, from time to time, rules and regulations to be observed by the employee;
  - (f) to determine the nature and kind of business conducted by the Employer, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the contents of jobs, the schedules, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which, unless specifically limited by this agreement, shall remain solely with the Employer.
- 6.2 The Union acknowledges that the Employer must seek to secure and sustain maximum productivity from each employee and preserve, promote and improve economy and quality and quantity of work performed and that employees shall render efficient and diligent service.
- 6.3 The Employer shall not exercise its management rights set out in this Article in a manner inconsistent with the other express provisions of this Collective Agreement.



**Activities Deemed to be Just Cause for Immediate Dismissal:**

- 6.4 Without in any way restricting other just causes for discharge, the Union and the Employer agree that the following conduct by any employee shall result in the discharge of such employee and, where the factual basis has been proven, such conduct shall be deemed to be just cause for discharge:
- (a) except in the course of duty being in possession, or consuming alcohol or illegal drugs on the Employer's property;
  - (b) reporting for duty, or being on duty, under the influence of alcohol or illegal drugs;
  - (c) refusal of a direct order unless the employee by following such direct order would be placing the safety of the employee or others seriously at risk;
  - (d) removal from the Employer's premises, without proper authorization, property of the Employer, or property under the care of the Employer, or property of fellow employees;
  - (e) deliberate abuse or deliberate destruction or knowingly failing to report the deliberate abuse, destruction or theft of Employer's property or property under the care of the Employer, or property of other employees;
  - (f) deliberately falsifying records, reports, or other acts of fraud;
  - (g) deliberate disclosure of confidential information regarding the business of the Employer or its clients; and
  - (h) unjustifiably threatening, intimidating, coercing or deliberately causing physical harm to other employees, clients, or those attending on the Employer's premises with consent of the Employer.

**ARTICLE 7 NO STRIKES OR LOCK OUTS**

- 7.1 The Union agrees that there will be no strikes, slow downs, or other interference of any nature which will stop, curtail, or interfere with work during the term of this Collective Agreement. In the event of any such action by the employees taking place, the Union will instruct the employees involved to return to work and/or perform their usual duties.
- 7.2 The Employer agrees that there will be no lock outs of the employees covered by

this Collective Agreement, during the term of this Agreement.

- 7.3 In view of the grievance and arbitration procedure provided in this agreement, it is agreed by both the Union and the Employer that there shall be no strikes or lockouts as defined in the Trade Union Act nor shall there be any stoppages of work, slow downs or picketing, during the term of this agreement.

## **ARTICLE 8 FAIR TREATMENT and NO DISCRIMINATION**

- 8.1 The parties to this agreement agree to promote workplace diversity and shall, where appropriate, work together to facilitate the implementation of employment systems, policies and practices that are inclusive and non-discriminatory in nature and effect, and which are consistent with terms and conditions of this Collective Agreement.
- 8.2 The parties to this agreement agree to adhere to the Nova Scotia Human Rights Legislation which states in part that there will be no discrimination practised with respect to any employees by reason of race, creed, colour, age, ancestry or national origin, political or religious affiliation, belief or practice, sex, sexual orientation, marital status, family relationship or disability or language (provided such do not preclude the employee's ability to carry out the University's business).
- 8.3 It is understood and agreed that, notwithstanding Article 8.1 above, and consistent with the provisions of this Collective Agreement, the Employer, having signed a Certificate to Commitment to implement Employment Equity under the terms of the Federal Contractors Program, is committed to the hiring of women, racially visible, aboriginal peoples and persons with disabilities.
- 8.4 The Employer neither tolerates nor condones sexual harassment in the workplace. Cases of alleged sexual harassment will not be subject to the Grievance and Arbitration procedures of the Collective Agreement. Rather, such allegations shall be processed with the University's Policy on Sexual Harassment.

- 8.5 The University and the Union agree that the provisions of the Fair Treatment Policy shall be binding on the parties and acknowledge that any allegations of unfair treatment shall be dealt with in accordance with the provisions of the Fair Treatment Policy and will not be subject to the Grievance and Arbitration procedures of the Collective Agreement.

## **ARTICLE 9 UNION REPRESENTATION**

- 9.1 The Business Representative of the Union shall have access to the University premises following notification to the Chief of Security or the designate, to discuss Union business with the Employer and/or employees, but in no case shall the Business Representative's visit interfere with the progress of work.
- 9.2 The Employer and the Union recognize the importance of the Steward's role in working co-operatively with the Employer's representative and the Union members in carrying out the provisions of this agreement.
- 9.3 The Employer recognizes the right of the Union to appoint Stewards from qualified members of the Union who have been employees of the Employer for at least twelve (12) months.
- 9.4 It is understood that the duties of the Steward of the Union shall in no way conflict with their duties to the Employer.
- 9.5 The Steward shall be allowed reasonable time off during working hours without loss of pay to assist employees with business arising out of the application of this Collective Agreement.
- 9.6 Stewards will not absent themselves from their assigned duties to deal with grievances without the prior authorization of the Chief of Security. Similarly, the Steward will inform the Chief of Security prior to resuming duties.
- 9.7 The Union agrees to keep the Employer informed of its current list of Union Stewards and Business Representatives, and shall within fifteen (15) working days of any change, deliver the names, addresses, and telephone numbers to the Director, Facilities Management, or the designate.

- 9.8 The Union Steward and a member of the Human Resources Office shall jointly, where possible, meet with each new Bargaining Unit employee for the purpose of acquainting the new employee with the University's Group Insurance Plan, Pension Plan, benefits under the Collective Agreement, duties of Union membership, and the responsibilities and obligations of the employee to the Employer and to the Union. Such a meeting will take place during the regular working hours of the new employee. No premium will be paid to the Union Steward for attendance at such a meeting.

#### **ARTICLE 10 LABOUR MANAGEMENT COMMITTEE**

- 10.1 The Employer and the Union agree to establish and continue a joint Labour Management Committee for the purpose of facilitating communication on matters of employee relations.
- 10.2 This Committee shall consist of the Union's Business Representative or designate, the Chief of Security or designate, and one (1) representative of the Employer and a representative of the Bargaining Unit.
- 10.3 Meetings will be held twice per year, and on such other occasions as are deemed appropriate. Requests for meetings may be made by either party by submitting an agenda at least five (5) working days in advance of the requested meeting. Meetings will be timed so as to have minimum impact on the operation of the department. Employees shall suffer no loss of pay for attendance at meetings; neither will they be paid any premium payments for attending.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 Should differences arise between the Employer and the Union or its members employed by the Employer as to the meaning, application or violation of the provisions of this Agreement, there shall be no suspension of work because of such differences, but an earnest effort shall be made to settle the dispute in the following manner:

- (a) The following grievance procedure covers and extends to all employees of the Employer covered by this Collective Agreement, but does not exclude any employee who has been discharged or laid-off provided the individual submits a grievance within five (5) working days immediately following the most recent discharge or lay-off; such grievance shall be submitted at Step 1. The termination of a probationary employee is not considered a proper subject for grievance. A probationary employee may be dismissed for any reason at the sole discretion of the Employer.
- (b) The parties to this Collective Agreement acknowledge the benefits to be derived from discussion of differences as outlined above at the earliest possible time and stage, and, without limiting the availability of the following formal Grievance Procedure, it is recommended that any differences be discussed at the workplace level with the employee's first-line/immediate Supervisor, with a view to settlement prior to the initiation of such formal Grievance Procedure.

### **Informal Procedure:**

An employee alleging a misinterpretation, or a violation of any term of this Collective Agreement, shall discuss the matter with the Chief of Security within five (5) working days from the time the alleged misinterpretation or violation occurred. The Union Steward may accompany and assist the employee. The Chief of Security shall give a decision thereon in writing within three (3) working days of the time the complaint was first received.

### **Formal Procedure:**

Step 1: If the matter being grieved is not decided by the Chief of Security, or if the decision is not to the satisfaction of the Grievor, the complaint may be submitted in writing within five (5) working days to the Director, Facilities Management, or the designate, who shall meet the Grievor and Steward within three (3) working days after the complaint has been received. The Director, Facilities Management or the designate shall respond to the complaint in writing within three (3) working days of

such meeting. At this Step, the Grievor and the Union Steward may be accompanied by a Union Business Representative.

Step 2: If the matter under complaint is not decided by the Director, Facilities Management, or designate, or is not to the satisfaction of the Grievor, the complaint may be submitted in writing to the Director, Human Resources, or designate, within three (3) working days of the time a decision under Step 1 was or should have been received. The Director, Human Resources, shall meet with the Union and the Grievor within five (5) working days after the complaint has been received in the Human Resources Office and shall respond in writing to such complaint within five (5) working days of such meeting.

11.2 Failing a satisfactory decision under Step 2 an Employee, who is considered by the Union to be wrongfully discharged, may have the matter referred to arbitration as outlined in Article 12.

### 11.3 Security

When a dispute involving a question of general application or interpretation occurs or where a group of employees, the Union, or the University has a grievance:

An Employer Policy Grievance may be referred in writing to the designated Representative of the Union within five (5) working days of the alleged violation. The Business Representative of the Union and a Union Steward shall meet within five (5) working days thereafter with representatives of the Employer to consider the grievance.

If final settlement of the grievance is not completed to the satisfaction of the Employer within five (5) working days of such a meeting, the grievance may be referred to arbitration as provided in Article 12.

A Union Policy Grievance may be referred in writing to the designated Representative of the Employer within five (5) working days of the alleged violation. Representatives of the Employer shall meet with the Business Representative of the Union and a representative of the class of Employees who would be entitled to grieve the alleged violation within five (5) working days thereafter with representatives of the Employer to consider the grievance.

If final settlement of the grievance is not completed to the satisfaction of the Union within five (5) working days of such a meeting, the grievance may be referred to arbitration as provided in Article 12.

- 11.4 Failure of a Grievor or the Union or Employer to initiate or process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Grievor, Union or Employer on any future similar grievance.
- 11.5 In order for any grievance to be properly processed, a written grievance shall contain the nature of the grievance and the request for adjustment as well as the grievor's name, date of filing and signed by a representative of the Union.
- 11.6 The parties are committed to the speedy and effective resolution of grievances and accordingly agree that in processing grievances to arbitration they will comply with the step procedure and time limits unless they agree in writing to waive the procedure or extend the time limits.
- 11.7 In the case of a particular grievance which comes to the level of Steps 1 or 2 of Article 11.1 or Article 11.3 above, a reply favouring the Grievor shall not be altered.

## **ARTICLE 12 ARBITRATION PROCEDURE**

- 12.1 Failing a decision under the Grievance Procedure Article satisfactory to the complainant, or in the event there is no decision, the matter may be referred to arbitration, with either a Board of Arbitrators or a single Arbitrator appointed as in the following paragraph (a) or (b) as the case may be:
- (a) Either party to the Collective Agreement may, within five (5) working days of the date such decision was or should have been made, notify the other party in writing of its desire to refer the dispute to a Board of Arbitration, and it shall, in such notice, name its Representative to the Board. Within five (5) working days of receipt of such notice, the other party shall, in writing, notify the first party of the name of its Representative on the Board. The two (2) Representatives so named shall, within five (5) working days of the appointment of the second of them, meet and select a third person to act as Chair of the Board, and in default of their so doing, the Minister of Labour of the Province of Nova Scotia, upon the application of either party, may appoint such third person. If either of the parties shall fail to notify the other party of an appointment of a Representative to the Board within the proper time, the Minister of Labour of the Province of Nova Scotia may, upon application of either party, appoint a person to represent the party in default;

- (b) If both parties agree, a single Arbitrator may be used instead of a three (3) member Arbitration Board.
- 12.2 On selection, the Chair of the Arbitration Board or the single Arbitrator shall, with all possible dispatch, arrange for the case to be heard. The Chair of the Arbitration Board or the single Arbitrator shall render a written decision with all possible dispatch and, in any event, within thirty (30) calendar days following the hearing.
- 12.3 Each of the parties shall bear the cost of the Arbitrator appointed by it, and shall jointly bear the cost of the Chair of the Arbitration Board or of the single Arbitrator.
- 12.4 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.5 No matter may be submitted to arbitration which has not been processed according to the Grievance Procedure.
- 12.6 The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Collective Agreement, nor to alter, modify or amend any part of this Agreement.
- 12.7 The proceedings of the Arbitrator or Arbitration Board will be expedited by the parties thereto. The decision of the Arbitrator, or in the case of an Arbitration Board, the decision of the majority of the Board, will be final and binding upon the parties hereto and the employee(s) concerned.
- 12.8 In the event of an arbitration concerning an alleged unjust discharge or alleged unjust discipline of an employee, the Arbitrator shall:
- (a) confirm or modify the Employer's action in dismissing or disciplining the regular employee; or
  - (b) reinstate the employee with full compensation for the time lost; or
  - (c) decide upon any other arrangement which may be deemed just and equitable in the circumstances; or
  - (d) have the power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.



- 12.9 The Arbitrator or Arbitration Board shall have the power to waive formal procedural irregularities in processing a grievance in order to determine the real matter in dispute as defined by the grievance and the giving of a decision according to the Collective Agreement. The parties are committed to the speedy and effective resolution of grievances and accordingly agree that in processing grievances at arbitration they will comply with the step procedure and time limits unless they agree in writing to waive the procedure to extend the time limits.

### **ARTICLE 13 SENIORITY**

- 13.1 The three (3) types of seniority recognized by this Collective Agreement are defined in Article 3.

- 13.2 (a) An employee shall lose seniority if the employee:

- (1) voluntarily quits the employ of the University;
- (2) is discharged and not reinstated;
- (3) retires;
- (4) because of illness is absent for a period in excess of twenty-four (24) months;

- (b) If an employee is discharged and is not reinstated, as a result of one of the following clauses, seniority is lost:

- (1) was absent without leave and cannot demonstrate that special circumstances prevented the employee from reporting to the place of work;
- (2) failed to report to work within ten (10) working days after the recall notice is given to the employee personally or is sent to the employee by registered mail to the last address on file with the Employer;
- (3) was laid off for a period in excess of six (6) months;
- (4) used a leave of absence for a reason other than that approved by the Employer (see Article 34 on Leave); or

- (5) accepted and performed gainful employment other than with the Employer that would conflict with either the Employer's business or the ability of the employee to carry out the duties specified by the Employer.

- 13.3 Credit for regular part-time employees shall be given on a prorated basis.
- 13.4 An employee on leave of absence without pay from the University shall retain seniority while on leave, but shall not accumulate seniority for the duration of the leave.
- 13.5 A current seniority list shall be posted by the Employer in January of each year and a copy sent to the Union and shall contain the date of the employee's hire and the length of the employee's Employer, Bargaining Unit and Classification seniority.
- 13.6 In cases where job performance, skill, ability, experience, training and physical fitness, as determined by the Employer, are equal, Bargaining Unit seniority will be the deciding factor in promotions, demotions, lateral transfers, layoffs or recalls. It is understood that physical fitness relative to other applicants shall not be a factor if an employee has been injured in the course of performing duties for the Employer, provided however the employee's level of physical fitness is such that the employee can meet any related requirements in the position for which the employee applied.

#### **ARTICLE 14 PROBATIONARY PERIOD**

- 14.1 Probationary employees shall mean those employees hired to occupy a full-time or part-time position and have not completed their probationary period.
- 14.2 The probationary period is defined in Article 3.1 as the first one thousand forty (1040) working hours of employment.
- 14.3 A review of an employee's progress shall be continuous throughout the duration of the probationary period. A final review will be completed prior to the end of the probationary period.
- 14.4 The probationary period may be extended by the amount of time lost as a result of all paid and unpaid absences occurring during the probationary period.

- 14.5 Employees shall have no Bargaining Unit seniority standing until the successful completion of the probationary period. Upon successful completion of the probationary period, Bargaining Unit seniority will be the date of appointment.
- 14.6 The retention or discharge of an employee, during the probationary period, shall be at the sole discretion of the Employer and not subject to the grievance procedure.

## **ARTICLE 15 DISCHARGE, SUSPENSION AND DISCIPLINE**

- 15.1 Any employee who has completed the probationary period may be discharged for cause as set out in Articles 6.1, 6.4, and Article 13.

### **Normal Progression of Discipline:**

- 15.2 If an employee is guilty of tardiness, absence from work without prior approval, or misuse of sick leave provisions, or non-performance of job-related tasks to acceptable standard, accepts or performs gainful employment other than with the employer that would conflict with either the employer's business or the ability of the employee to carry out regular duties required by the employer, it is agreed that she/he will at the Employer's option, be disciplined as follows or less severely:
  - (a) In the first instance, by written warning or reprimand which does not involve loss of work or pay;
  - (b) In the second instance, suspension of employment for a period of three (3) working days without pay; and
  - (c) Subsequent violation may be deemed cause for immediate discharge.
- 15.3 The record of an employee shall not be used against her/him at any time after eighteen (18) months of active service, following a suspension or disciplinary actions, including letters of reprimand or any adverse reports provided another warning or reprimand for a similar infraction has not been given during the eighteen (18) month period. If a second warning is issued for a similar infraction, while the first warning is still on the record, both shall remain on the Personnel file to the expiry of the second warning.

- 15.4 No employee shall be required to sign a document she/he deems unfavourable to her/his employment, except to indicate her/his knowledge of such a statement and receipt of a duplicate copy.
- 15.5 Employee Personnel files shall be available for annual viewing upon request from an employee provided the employee gives the Human Resources Office five (5) working days notice. Employees Personnel file shall be made available for viewing, in cases of discipline, with one (1) working day notice, upon request of a Representative of the Union. Upon request, at this meeting, copies will be provided to the Employee. Employees shall have the right to have their Union Representative or Member Representative present if they so desire when viewing such Personnel files.

## **ARTICLE 16 JOB POSTINGS**

- 16.1 When the Employer determines that a vacancy or new position within the Bargaining Unit is to be filled, the Employer shall post notice of the vacancy in the Security Office and on the central Human Resources Office bulletin board for five (5) working days. Any applicant from within the Bargaining Unit must make written application within that time.
- 16.2 The Employer shall not be prohibited from advertising for persons outside the Bargaining Unit for positions within the Bargaining Unit.
- 16.3 When a vacancy exists within the bargaining unit, the position will be offered to the current members of the bargaining unit, in order of seniority. Only positions left vacant after internal transfers will be posted.

## **ARTICLE 17 LAY OFF AND RECALL**

- 17.1 An employee may be laid off because of technological changes, shortage of work, shortage of funds, the discontinuation of the function, or the reorganization of the function.
- 17.2 When employees are to be laid off, the Employer will advise the Union as soon as reasonably possible after the change appears probable.
- 17.3 When lay offs become necessary in a particular classification, employees in that classification shall be laid off according to the Bargaining Unit seniority provisions of Article 13.
- 17.4 Additional employees shall not be engaged to do work in the job classification of a

laid off employee covered by this Collective Agreement until any members of the Bargaining Unit laid off less than six (6) months have been recalled in reverse order of lay off.

- 17.5 It is agreed that a regular employee who has received notice of lay off may apply, within five (5) working days of the receipt of such a notice, to displace another employee who has less Bargaining Unit seniority, when the applicant has the necessary qualifications, is willing and able to perform the duties of the junior employee, as determined by the Employer, the applicant shall assume the position at the rate specified for it without interruption of employment. In this event, it is understood that the junior employee shall receive notice of lay off.
- 17.6 The Employer shall endeavour to facilitate the relocation of employees so affected by job elimination to other positions within the University.
- 17.7 Except in the most extraordinary emergency circumstances, the Employer shall give regular, full-time and regular part-time employees who are to be laid off the maximum possible notice, with a minimum of twenty (20) working days notice, or pay in lieu of such notice.
- 17.8 The University agrees that no member of the Union shall be laid off due to contracting out of work covered by this Collective Agreement, or due to work carried out for the purposes of instruction.

## **ARTICLE 18 HOURS OF WORK AND SCHEDULES**

(Refer to Appendix C for the Parking Clerk)

- 18.1 (a) The normal work week shall consist of forty (40) hours per week and shall commence at 0001 hours Saturday and follow through to 2400 hours on the next Friday. Nothing herein shall constitute a guarantee of hours per week or per day.
- (b) The part-time employee's normal work week will not average more than forty-eight (48) hours. The part-time employee's hours of work will be up to twelve (12) consecutive hours per day. If the hours are beyond this Article 21 (Overtime) would apply.

- 18.2 Without restricting the Employer's right to establish shifts, the Employer shall consult with the Union with respect to shift rotation schedules.
- 18.3 A shift rotation of eight (8), ten (10) or twelve (12) hour shifts with hours of work averaging forty (40) hours weekly (42 hours average if there is a twelve (12) hour shift rotation) over the shift schedule rotation will be used. The shift rotation for the part-time employee will be determined by the operational need.
- 18.4 Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of regularly scheduled shifts within twelve (12) hours of the completion of the employee's previous regularly scheduled shifts. This does not apply to an employee who works overtime or where there is an exchange of shift assignments.
- 18.5 The Employer agrees to post shift schedules of a two (2) week duration two (2) weeks in advance. Once the schedule has been posted changes shall be kept to a minimum. When the Employer changes shift assignments, as posted, the effected employees will, except in emergency situations, be given twenty-four (24) hours notice.
- 18.6 (a) For full-time employees where a change in the shift assignment has been made without the twenty-four (24) hours notice, as noted in Article 18.5 above, the premium as noted in Article 21 shall apply to the hours rescheduled.
- (b) Unless mutually agreed, for part-time employees where a change in the shift assignment has been made without twelve (12) hours notice, as noted in Article 18.5 above, the premium as noted in Article 21 shall apply to the hours rescheduled.
- 18.7 Provided reasonable advance notice is given and permission from the Chief of Security is obtained, employees of the same classification may exchange days off or shifts provided there is no cost to the Employer.
- 18.8 With respect to rotating shifts, day, evening and night duty will be assigned to full-time employees as equitably as possible.
- 18.9 Employees will not be scheduled to work more than six (6) consecutive shifts between days off.
- 18.10 Staff coverage will be maintained, satisfactory to the Employer, during all shift changeovers.

## **ARTICLE 19 BREAKS**

(Refer to Appendix C for the Parking Clerk)

- 19.1 Employees covered by this Collective Agreement are entitled to one (1) half (2) hour paid meal break per shift. This meal break may be interrupted by a recall to duty to attend to situations requiring immediate attention. In such cases the employee may resume the meal break after attending to the situation.
- 19.2 Employees covered by this agreement are entitled to two (2) fifteen (15) minute paid breaks per shift. These breaks may be interrupted by a recall to duty to attend to situations requiring immediate attention. When interrupted, the balance of these breaks will not be rescheduled.
- 19.3 Breaks noted in this article may not be accumulated or combined.
- 19.4 Employees are not permitted to leave the place of employment during any paid breaks.

## **ARTICLE 20 WAGES**

- 20.1 Attached to and forming part of this Collective Agreement is Appendix A covering wages for the duration of this Agreement.
- 20.2 On July 1st of each year, regular employees, as defined in 3.1(e), shall progress to the next step of the salary range for their respective salary grade unless they were on probation or had been away from the workplace for four (4) months, or more, of uncompensated leave during the previous year. Such step increases will not be retroactive.
- 20.3 When a new regular position is to be included in the Bargaining Unit, but not covered in Appendix A, is established by the University, during the terms of this Collective Agreement, the position shall be evaluated for pay purposes in accordance with established position evaluation procedures. The position evaluation process and rates of pay established by the Employer shall not be subject to grievance and arbitration.
- 20.4 Whenever possible, starting salaries will be established as follows.

When a new Employee is hired with related experience elsewhere which is equal to or greater than the experience of other Employees within the same classification, the starting salary will be:

- (a) at the same rate as the person being replaced; or
- (b) at a rate equal to the highest rate presently being paid to Employees within the same classification; or
- (c) at a rate below (a) or (b) described above.

20.5 When an employee is required to work temporarily in a classification paying a lower rate than the employee's normal classification while there is work available in the employee's own classification, the employee shall be paid the normal rate.

20.6 All employees shall use the automatic payroll deposit system.

## **ARTICLE 21 OVERTIME**

(Refer to Appendix C for the Parking Clerk)

21.1 An employee will be compensated for the actual hours of overtime worked as follows:

- (a) at the rate of one and one-half (1.5) times the hourly rate of pay for all authorized overtime worked:
  - (1) in excess of the regular work day; and
  - (2) on the first (1st), third (3rd), fifth (5th), seventh (7th), etcetera regular days off in any continuous series of regular days off;
- (b) at the rate of two (2) times the hourly rate of pay for all authorized overtime worked:
  - (1) on holidays as defined by Article 24;
  - (2) on the second (2nd), fourth (4th), sixth (6th), eighth (8th), etcetera regular days off in any continuous series of regular days off.

21.2 When authorized overtime becomes available, it will be offered to available full-time employees, based on seniority, before part-time employees.



- 21.3 An employee who is required to work in excess of two (2) hours beyond her/his normal quitting time shall be paid a meal allowance of up to \$10.00. An employee who is called back to work on her/his days off, without having received at least four (4) hours advance notice, will be paid a meal allowance of up to \$10.00 after four (4) hours worked.

Such meal allowance will be refunded within a reasonable time following the return of a receipt to their supervisor

## **ARTICLE 22 BANKED TIME**

- 22.1 An Employee required to work overtime shall have the option of banking the time at the rate earned. This banked time can be accumulated, or used, provided it does not exceed forty-eight (48) hours.
- 22.2 Full-time employees, who work a rotating 12 hour schedule, will be paid 42 hours per week - In accordance with Article 18.1 (a). Full-time employees will have the option of banking two hours per week that would be normally be paid, to be added to "Banked Time" as per Article 22.1. Such requests to bank will be made in writing to the Chief of Security once per year.
- 22.3 Banked time must be used in the fiscal year in which it was earned, to be taken by mutual agreement, as operational requirements permit.
- 22.4 Banked time not taken within the fiscal year (ending March 31<sup>st</sup>) will be paid at the rate at which it was earned.

## **ARTICLE 23 CALL BACK**

- 23.1 When a full-time employee has been called back and reports to work, after leaving the work place and prior to the normal commencement time of the next scheduled shift, and the return to work was not scheduled prior to the time the employee left work, the employee shall be paid for a minimum of four (4) hours.
- 23.2 Payment for call back will be at the appropriate overtime rate as outlined in Article 21.

## **ARTICLE 24 HOLIDAYS**

(Refer to Appendix C for the Parking Clerk)

24.1 For the purposes of this Collective Agreement holidays are defined as:

- (a) New Year's Day
- (b) Heritage Day (if proclaimed)
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) First Monday in August
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day

24.2 (a) In each of the holidays noted at 24.1 above, and for any other day proclaimed as a holiday by the provincial government of Nova Scotia, a regular, full time employee shall receive the regular hourly rate of pay times eight (8) hours.

(b) In order to qualify for Holiday Pay, the part-time employee will have to work 48 hours in the previous 14 days immediately preceding the holiday.

(c) Holiday paid under (a) and (b) can be banked as per Article 22.1.

24.3 When a holiday as outlined at 24.1 above occurs during the period of an employee's scheduled vacation, the employee will be deemed to have taken the holiday on the holiday and a vacation credit will apply.

24.4 Employees not required for assigned shifts on a holiday will be scheduled off on the actual holiday. No other premium payments will be owed to that employee in those circumstances.

24.5 Where a holiday falls on a Saturday or Sunday and is observed on the preceding Friday or the following Monday, employees covered by this Collective Agreement will receive the payments noted in 24.2 above for the actual holiday, not the day on which it is observed by others.

- 24.6 An employee shall be entitled to be paid for a holiday if the employee has worked on a scheduled working day immediately preceding and immediately following a holiday, unless absent on approved leave of absence with pay.
- 24.7 For the purposes of this Article Christmas Closure days are days (excluding Saturdays, Sundays and Holidays) designated as days of closure, during the Christmas Closure period, by the University.

On Christmas Closure days assigned by the University, all full-time Employees shall receive four (4) hours' pay, whether they work on Christmas Closure days or not. Those who are regularly scheduled to work on Christmas Closure days shall earn their regular rate of pay for work on those days.

When a full-time Employee has been employed by the University for six (6) years (or more), they will receive eight (8) hours pay for Christmas Closure days. For the purposes of this Article, Christmas Closure days are days (excluding Saturdays, Sundays and holidays) designed as days of closure, during the Christmas Closure period, by the University.

When a part-time Employee has worked 1660 regular hours (or more) in the previous fiscal year they will receive three (3) hours pay for Christmas Closure days.

## **ARTICLE 25 VACATION**

(Refer to Appendix C for the Parking Clerk)

- 25.1 A full-time employee shall be entitled to receive annual vacation with pay, as earned on a monthly basis
- (a) each year for the first ten (10) years of service at the rate of one and one-quarter (1.25) days per month up to a maximum of fifteen (15) days, or one hundred twenty (120) hours, per fiscal year.
  - (b) each year after ten (10) years of service at the rate of one and two-thirds (1.66) days per month up to a maximum of twenty (20) days, or one hundred sixty (160) hours, per fiscal year.
  - (c) For each year after twenty (20) years of service (240 months) at a rate of one (1) additional day (8 hours) per year worked up to a maximum of twenty-five (25) working days (200 hours).

- (d) For part-time employees the vacation entitlement will be paid at the time it is earned, prorated based on the hours worked.

Where a part-time employee has worked 1660 regular hours (or more) in the previous fiscal year, such employee may elect to accumulate vacation time for the following year. Notice of this accumulation must be provided prior to March 1<sup>st</sup> to the Chief of Security.

- 25.2 For regular employees the vacation year will be the fiscal year (April 1 to March 31). Entitlement will be calculated as of April 1 each year.
- 25.3 An employee appointed on or before the fifteenth (15th) of the month will be entitled to accumulate vacation credits as of the first (1st) of that month. An employee appointed after the fifteenth (15th) of the month will be entitled to accumulate vacation credits as of the first (1st) of the following month.
- 25.4 Vacation entitlements must be used in the year they are accumulated. In exceptional circumstances a full-time Employee may, with the permission of the Manager in writing and in advance, carry forward thirty-six (36) hours of vacation credits into the following year. This vacation must be used by June 30 of the next year.

## **ARTICLE 26 SICK LEAVE**

(Refer to Appendix C for the Parking Clerk)

- 26.1 (a) Each full-time Employee in the Bargaining Unit shall be granted 8 (eight) hours of sick leave with pay for each completed calendar month of service.
- (b) For part-time employees the sick time entitlement will be accumulated at the time it is earned, prorated based on the hours worked.
- 26.2 An employee appointed on or before the fifteenth (15th) of the month will be entitled to accumulate sick leave credits as of the first (1st) of that month. An employee appointed after the fifteenth (15th) of the month will be entitled to accumulate sick leave credits as of the first (1st) of the following month.

- 26.3 No sick leave credits will accumulate for a month if an employee misses eleven (11), or more, working days in the calendar month due to a leave of absence without pay (see Article 34 for definition of Leave of Absence without Pay) or to suspension from duty or if the employee is on paid sick leave.
- 26.4 Sick leave credits can be accumulated up to a maximum of one hundred and seventy-five (175) days of work or one thousand four hundred (1400) hours of work.
- 26.5 Sick leave credits are reduced by the actual amount of time lost from work by the employee due to illness.
- 26.6 In all cases of injury or illness, the Employee shall notify the Chief of Security, or her / his designate, of her / his possible absence not later than one (1) hour before the commencement of her / his normal start time.
- 26.7 Where the Employer has reason to believe that sick leave provisions are being misused, an employee may be required by the Chief of Security to provide a certificate from a legally qualified medical practitioner to support any claim for sick leave up to three (3) days and medical certification shall be provided to Human Resources, by the employee, for claims beyond three (3) days. Failure to provide a certificate will result in deduction from an employee's pay for the time absent from work.
- 26.8 Probationary employees are not entitled to paid leave for absences due to illness. All absences due to illness are considered to be leave of absences without pay. After the successful completion of the probationary period the employee will be entitled to the prorated number of credits appropriate to the probationary period and in keeping with the date of the month the employee was hired.
- 26.9 An Employee who terminates her/his employment with the University after five (5) full years of service shall be entitled to remuneration to the extent of eight percent (8%) of the unused portion of accumulated sick and personal leave.

## **ARTICLE 27 INJURY ON DUTY LEAVE**

(Refer to Appendix C for the Parking Clerk)

- 27.1 (a) Any full-time member of the Bargaining Unit who is injured during the performance of duties at work shall be paid regular wages, while disabled due to the injury, based on forty (40) hours per week for up to seventeen (17) weeks.
- (b) Any Part-Time employee who is injured during the performance of duties at work shall be paid for regular shifts that the employee would have worked (if not injured), while disabled due to the injury, for up to seventeen (17) weeks.
- 27.2 The employee must submit proof of disability from a legally qualified practitioner to support the claim.

The University reserves the right to refer the employee to a legally qualified practitioner for a second opinion using the following procedure:

- a) The University will submit three names of legally qualified practitioners to the employee.
- b) Within three days of (a) the Employee will select one name from the list and submit same to the University.
- c) The employee will then be required to undergo, a medical examination by the physician selected in (b) to support the claim. Such medical examination will be paid for by the University.
- 27.3 At the Employers discretion, employees who are absent from duty, because of illness or injury, who are requested to participate in a "Return to Work Program" will do so.
- 27.4 All work related injuries must be reported to the immediate supervisor or the Chief of Security by the employee as soon as reasonable possible following the injury.
- 27.5 Employees on leave of absence due to injury shall not suffer any loss of seniority while off work.

## **ARTICLE 28 BEREAVEMENT LEAVE**

- 28.1 A leave of absence with pay will be granted to an employee covered by this Collective Agreement in the event of the death of a spouse, child, parent or sibling of the employee for a period not exceeding seven (7) days of work from the date of the death.
- 28.2 A leave of absence with pay will be granted to an employee covered by this Collective Agreement in the event of the death of a parent-in-law, grandparent or grandchild of the employee for a period not exceeding five (5) calendar days from the date of the death.
- 28.3 An additional one (1) day leave of absence with pay will be granted to an employee covered by this Collective Agreement for the actual day of the funeral of the relatives noted in Articles 28.1 and 28.2 above should the day of the funeral occur after the initial leave as per Articles 28.1 or 28.2 above have expired.
- 28.4 A one (1) day leave of absence with pay will be granted to an employee covered by this Collective Agreement on the actual day of the funeral of any relative not covered by the provisions of Articles 28.1 or 28.2 above.

## **ARTICLE 29 PERSONAL LEAVE BANK**

(Refer to Appendix C for the Parking Clerk)

- 29.1 Following one complete year of employment and based on the fiscal year, each full-time employee who has a minimum of 48 hours of accumulated sick leave and does not use more than sixty-four (64) hours of sick leave per fiscal year will accumulate twenty-four (24) hours in a "Personal Leave Bank".
- 29.2 For part-time employees the Personal Leave requirements and accumulation will be prorated based on the hours worked.
- 29.3 Where circumstances warrant, the Employer may, at its discretion (fair and reasonable), grant the above additional twenty-four (24) hours. Such requests will be made by the employee to their supervisor within 30 days of the end of the fiscal year."
- 29.4 The "Personal Leave Bank" shall accumulate up to a maximum of twenty-five (25) days of work or two hundred (200) hours of work.
- 29.5 This Personal Leave Bank will accumulate from year to year and will be kept by Human Resources.

## **ARTICLE 30 PERSONAL LEAVE**

- 30.1 A leave of absence with pay will be granted to an Employee covered by this Collective Agreement in the event of an illness of a child, spouse or parent of the Employee, when no other person is available to attend to the needs of the sick person. This leave will be granted for a total of up to a maximum of five (5) days of work per fiscal year. Requests for such leaves must be approved by the Employee's Manager and will be charged to the Personal Leave Bank.
- 30.2 A two (2) day leave for emergencies such as, but not restricted to: fire or floods, shall be granted and charged against the "Personal Leave Bank". Requests for such leave shall be approved by an Employee's Manager.
- 30.3 Personal Leave Days can be used as sick leave (as per Article 21) should no other sick leave be available to the employee.

## **ARTICLE 31 PREGNANCY AND PARENTAL LEAVE:**

### **General**

- 31.1 In accordance with legislation, each employee is entitled to a maximum combined unpaid pregnancy and parental leave of fifty-two (52) weeks.

### **Pregnancy Leave**

- 31.2 (a) A pregnant employee, who has been employed with the University for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (b) The Employee must provide as much notice as possible of the expected date of the leave and the expected return to work date but, in any event, no less than one (1) month before the due date.
- (c) The Employee is required to provide a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the date upon which delivery is expected occur.
- (d) Pregnancy leave shall commence no later than the date of birth.



- (e) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.
- (g) An Employee shall have the right to continue her regular duties during pregnancy provided that she is able to adequately perform them.
- (h) Should pregnancy result in medical complications before or after the commencement of the leave, the sick leave provisions of this Agreement shall apply.
- (i) An Employee on pregnancy leave shall give written notice to the Employer of her intention to return to work at least four (4) weeks prior to her expected date of return. Where an Employee reports for work upon the expiration of the pregnancy leave period, she shall be permitted to resume work in the same or comparable position to that which she held prior to the commencement of the leave.

### **Parental Leave/Adoption Leave**

- 31.3 (a) An employee who has been employed with the University for at least one (1) year, and who becomes a parent of one or more children, is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. An employee who has completed her pregnancy leave will only be entitled to an additional thirty-five (35) weeks of unpaid parental leave. Parental/adoption leave benefits are available for a parent in accordance with the Nova Scotia Labour Standards Code.
- (b) Where an employee takes pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
  - (c) Where an employee did not take pregnancy leave, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children or the arrival of the child or children in the employee's home, and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.

- (d) In cases of birth, an Employee intending to take parental leave shall inform her/his managing supervisor and the Director, Human Resources as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave, or as much notice as possible. In cases of adoption, the Employee shall provide as much notice as possible.
- (e) An Employee on parental leave shall give written notice to the Employer of her/his intention to return to work at least four (4) weeks prior to her/his expected date of return. Where an Employee reports for work upon the expiration of the parental leave period, s/he shall be permitted to resume work in the same or comparable position to that which she held prior to the commencement of the leave.

### **Supplemental Unemployment Insurance Plan (SUB Plan)**

- 31.4 (a) An employee who commences pregnancy or parental/adoption leave pursuant to this agreement and who provides the Employer with proof that s/he has applied for and is eligible to receive employment insurance (E.I.) benefits, is entitled to salary top-up.
- (b) The Employer shall provide a SUB Plan benefit of an amount which, when combined with the EI benefit, shall equal 95% of the Employee's salary at the commencement of the leave, for a maximum of seventeen (17) weeks as long as the Employee has been employed for one (1) year or longer at the time that the leave began;
- (c) In cases of adoption, the University shall grant the Employee a leave of absence without pay to a maximum leave provided by the Nova Scotia Labour Standards Code. The Employee requesting such leave must submit, at the request of the University, documentation from the adoption agency.
- (d) An Employee on pregnancy or parental/adoption leave shall retain seniority and shall be entitled to full benefits, including group insurance and pension, upon confirming their continuity according to existing University policy. The Employee must arrange to pay for this coverage in advance of the unpaid leave to be taken. The benefit premiums will continue to be deducted from any SUB Plan payments. The Employee will accrue seniority, paid vacation, sick leave, and flex credits, and receive pension matching during the paid portion (i.e. SUB Plan) of the leave only.

- (e) A recurring sessional Employee with sufficient service is entitled to pregnancy and/or parental leave and Supplemental Employment Benefits (SUB) on the same basis as regular staff except that they shall not be eligible for SUB payments from the Employer during her/his specified non-working periods. In the event that the birth occurs during the non-working period, any balance of SUB payments remaining shall commence on her/his specified return date.
- (f) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

### **Leave for Birth or Adoption of a Child**

- 31.5 (a) On the birth or adoption of a child, the parent who has not applied for parental leave benefits or is not in receipt of Employment Insurance benefits, and who has been employed for more than one year, shall be granted special leave with pay up to a maximum of five (5) working days. The leave shall be arranged in consultation with the managing supervisor and the Director, Human Resources and must be taken within four (4) months of the birth or adoption. Notice of the intention to take such leave shall be given as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave. Should the Employee later decide to apply for parental/adoption leave benefits, the benefit from the Employer shall be reduced by any days already taken pursuant to this sub-article.

## **ARTICLE 32 COURT LEAVE**

- 32.1 An employee covered by this Collective Agreement who is served with a subpoena or other court document requiring the employee to appear as a witness in a court proceeding or other hearing required by law which is not work related, or to serve jury duty, shall be given a leave of absence with pay.
- 32.2 The leave of absence from their regular shift will be approved only for those hours the employee is actually required to be present at the court or other hearing, as well as a reasonable amount of time to travel to and from the court or other hearing.

- 32.3 The Employer will require a copy of the subpoena, or other court document, which requires the employee's presence prior to approving the leave of absence with pay.
- 32.4 An employee covered by this Collective Agreement who is served with a subpoena or other court document requiring the employee to appear as a witness in a court proceeding or other hearing required by law, shall be entitled to retain any per diem monies received as reimbursement for expenses incurred during the course of the court appearance.

**ARTICLE 33 WORK RELATED COURT APPEARANCES**

- 33.1 An employee covered by this Collective Agreement who is served with a subpoena or other court document requiring the employee to appear as a witness in a court proceeding or other hearing required by law which is work related, shall be considered to be on duty while in attendance at court.
- 33.2 The Employer will require a copy of the subpoena, or other court document, which requires the employee's presence at court.
- 33.3 Where it is necessary for an employee covered by this Collective Agreement to attend court outside the employee's regularly scheduled shift, overtime will be paid in accordance with the provisions of this Collective Agreement.
- 33.4 Where it is necessary for an employee covered by this Collective Agreement to attend court the Employer will reimburse the employee for any out of pocket expenses incurred by the employee as a result of a court appearance under Article 33.
- 33.5 An employee who attends court under the provisions of Article 33 is required to sign over any per diem monies received as reimbursement for expenses incurred during the course of the court appearance to the Employer.

**ARTICLE 34 LEAVE OF ABSENCE WITHOUT PAY**

- 34.1 When the operational requirements of a department permit, an employee may be granted a leave of absence without pay, not normally exceeding ninety (90) calendar days in one (1) fiscal year.

- 34.2 All requests for leaves of absence without pay must be submitted in writing at least ten (10) working days prior to the commencement of the leave.
- 34.3 All leaves of absence without pay require the approval of the Chief of Security and the Director, Human Resources.
- 34.4 Employees on leaves of absence without pay will retain their seniority but will cease to accumulate seniority while on leave of absence without pay.
- 34.5 Any changes in the approved dates of the leave of absence require the prior approval of the Chief of Security and the Director, Human Resources.
- 34.6 Subject to the conditions of the University's Group Insurance Plan, employees may continue their coverage as outlined in the benefit plan, while on a leave of absence without pay. The employee must arrange and pay for this coverage prior to the commencement of the leave.

#### **ARTICLE 35 COMMITTEE REPRESENTATION**

- 35.1 The University encourages employee participation on University Committees, provided the employee obtains approval from the Chief of Security or his/her designate prior to attending such meetings, and shall suffer no loss of regular wages as a result of such attendance.
- 35.2 The need for the University to provide service shall at all times take precedence over Committee obligations.

#### **ARTICLE 36 CONFERENCES AND SEMINARS**

- 36.1 When an employee covered by this Collective Agreement is authorized to attend a conference, seminar or meeting on behalf of the Employer, the Employer will grant such time off with pay as is required for attendance at the conference, seminar or meeting.
- 36.2 Where the conference, seminar or meeting is not within the normal commuting distance to the work place, the Employer shall also grant such time off with pay as is reasonably required to travel to and from the conference, seminar or meeting when it is necessary to travel in what would otherwise be a regularly scheduled shift.

36.3 Overtime as noted in this Collective Agreement shall not apply to Article 36.

36.4 The Employer will reimburse the employee for all reasonable expenses incurred for travel, meals and accommodation in accordance with the University's policy at the time the expenses were incurred.

36.5 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. This will not include courses required by the Employer as a condition of employment for new Employees.

### **ARTICLE 37 LEAVE FOR UNION ACTIVITIES**

37.1 Whenever possible, and on reasonable notice, employees who have been elected to responsible positions within the Union, shall be entitled to special leave without pay for attendance at Union meetings, functions or conventions. Such leave for union activities shall only be approved when appropriate substitute staffing arrangements can be made, and where there are no additional costs to the Employer.

### **ARTICLE 38 OTHER LEAVE**

38.1 Other requests for leaves of absence with or without pay will be considered based on the Employer's ability to manage should the leave be granted, financial considerations and the merits of the request.

### **ARTICLE 39 HEALTH AND SAFETY**

39.1 In accordance with the Occupational Health and Safety Act of Nova Scotia, the Bargaining Unit will have representation on the University's Joint Occupational Health and Safety Committee. The Bargaining Unit shall designate a member to be their representative on this Committee.

39.2 Time off with pay and without loss of credit will be allowed for attendance at the Joint

Occupational Health and Safety Committee meeting held during the designated employee's regularly scheduled hours of work. Overtime and other premium payments will not be paid for attendance at meetings, or parts thereof, held outside the designated employee's regularly scheduled hours of work.

- 39.3 The parties agree to study and develop recommendations with respect to the establishment of a fitness program for members of the Bargaining Unit; examining matters such as standards, criteria, sanctions, ongoing monitoring/testing and other related issues.

#### **ARTICLE 40 BENEFIT PLAN**

- 40.1 (a) The University agrees to provide benefits for all IUOE Employees in the University Group Life Insurance Plan and Long Term Disability Plan, subject to the eligibility requirements of the Plans. All eligible employees, as outlined in the Benefit Plans shall be required, as a condition of employment, to participate in the Benefit Plans.
- (b) In addition to 40.1 (a) the Employer agrees to provide one hundred thousand dollars (\$100,000) of Accidental Death and Dismemberment insurance for the members of this Bargaining Unit.
- 40.2 The University agrees to maintain a Benefits Users Committee. The Bargaining Unit shall have one representative on this Committee. The Union shall designate a member to be their representative on this Committee. A copy of the Terms of Reference for this committee will be made available to the Union upon request.
- 40.3 The plan covers extended health, drug, dental and travel expenses.
- 40.4 As per Appendix B, The University will contribute annual amounts to the employee benefit program, allocated over 24 pay periods.

For information regarding these plans please contact Human Resources

#### **ARTICLE 41 SEVERANCE**

- 41.1 All IUOE members shall have access to severance as outlined in the University Severance Policy. Such policy shall at least include language reflective of Labour Standards.

In the interim, the provisions provided by Labour Standards shall apply.

#### **ARTICLE 42 PENSION PLAN**

- 42.1 Subject to the provisions of this Article, the Employer shall maintain the Pension Plan (the "Plan") in force on January 1, 1998, with the same terms as provided to all other employees of the University.
- 42.2 A University Pension Governance Board exists and the Union has representation on this committee. A copy of the mandate of this committee will be made available to the Union upon request.
- 42.3 The University provides access to a Defined Contribution/Group Registered Retirement pension plan for all Employees. The terms and conditions of the plan are available through the Human Resources Department. The plan is mandatory for all new Employees hired after January 1, 1997. Contributions can be selected from a range of 3% to 7 1/2%, in 1/2% intervals. Annually, the contribution rate can be changed through application to Human Resources.

#### **ARTICLE 43 TUITION REDUCTION POLICY**

- 43.1 Employees will continue to qualify for tuition reduction as outlined in the Tuition Fee Reduction Policy of the University.

#### **ARTICLE 44 BENEFIT AND BINDING**

- 44.1 This Collective Agreement and everything contained herein shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

#### **ARTICLE 45 DURATION OF THE COLLECTIVE AGREEMENT**



- 45.1 All negotiated changes in the Collective Agreement are effective from the date of ratification, by the Union, until the thirtieth (30<sup>th</sup>) day of June, 2009, with the following exceptions:
- (1) Wages - negotiated increases to the wage rates are retroactive to the effective date for all paid hours, including overtime, for those employed as of date of signing.
  - (2) Items agreed to, in writing, at negotiations prior to the Collective Agreement being ratified.
- 45.2 Either party may, within the period of sixty (60) calendar days prior to the expiry of this Agreement, give notice in writing to the other party of its desire to bargain with a view to a renewal or a revision of this Collective Agreement.
- 45.3 This Collective Agreement shall remain in full force and effect until such time as agreement has been reached with respect to renewal or revision or until such time as a legal strike or lockout occurs.

IN WITNESS WHEREOF the parties hereunto set their hands and affix their seals by the hands of their proper signing Officers on the 2<sup>nd</sup> day of March, 2010.

SIGNED AND SEALED in the presence of:

Original Witnessed by

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 968 B

Ted Crocket  
International Assistant Supervisor

Mark Hartt  
Negotiating Member

Joe McLellan  
Business Manager

MOUNT SAINT VINCENT UNIVERSITY

Alexa McDonough, O.C. MSW, DHumL  
Interim President and Vice-Chancellor

Janice Gaudet  
Director, Human Resources

Glenn Hollett  
Chief of Security

Jamie Swindells  
Chief Negotiator

**APPENDIX A CLASSIFICATIONS and LEVELS**

The following position classifications are included in the Bargaining Unit for which the Union of Operating Engineers, Local 721, is recognized Bargaining Agent:

Security Officer	Level 5
Parking Clerk	Level 5
Switchboard Supervisor	Level 5
Switchboard Operator	Level 4

**Wage Scales:**

**Wage Schedule July 1, 2009 to June 30, 2010**

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	\$ 19.01	\$ 19.78	\$ 20.56	\$ 21.38	\$ 22.24	\$ 23.12
6	\$ 16.64	\$ 17.31	\$ 18.00	\$ 18.72	\$ 19.46	\$ 20.25
5	\$ 14.71	\$ 15.15	\$ 15.60	\$ 16.08	\$ 16.55	\$ 17.07
4	\$ 12.28	\$ 12.64	\$ 13.03	\$ 13.42	\$ 13.82	\$ 14.24
3	\$ 10.65	\$ 10.99	\$ 11.35	\$ 11.66	\$ 12.00	\$ 12.35
2	\$ 8.87	\$ 9.14	\$ 9.41	\$ 9.68	\$ 9.99	\$ 10.28

**Wage Schedule July 1, 2010 to June 30, 2011**

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7	\$ 19.20	\$ 19.98	\$ 20.77	\$ 21.59	\$ 22.46	\$ 23.35	\$ 24.05
6	\$ 16.81	\$ 17.48	\$ 18.18	\$ 18.91	\$ 19.66	\$ 20.45	\$ 21.07
5	\$ 14.86	\$ 15.30	\$ 15.76	\$ 16.24	\$ 16.72	\$ 17.24	\$ 17.76
4	\$ 12.40	\$ 12.77	\$ 13.16	\$ 13.55	\$ 13.94	\$ 14.38	\$ 14.81
3	\$ 10.76	\$ 11.10	\$ 11.48	\$ 11.78	\$ 12.12	\$ 12.49	\$ 12.85
2	\$ 8.96	\$ 9.23	\$ 9.50	\$ 9.78	\$ 10.09	\$ 10.38	\$ 10.69

**Wage Schedule July 1, 2011 to June 30, 2012**

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7	\$ 19.39	\$ 20.17	\$ 20.98	\$ 21.82	\$ 22.68	\$ 23.58	\$ 24.29
6	\$ 16.98	\$ 17.65	\$ 18.36	\$ 19.09	\$ 19.86	\$ 20.65	\$ 21.28
5	\$ 15.00	\$ 15.45	\$ 15.92	\$ 16.40	\$ 16.89	\$ 17.41	\$ 17.94
4	\$ 12.52	\$ 12.89	\$ 13.29	\$ 13.70	\$ 14.09	\$ 14.52	\$ 14.96
3	\$ 10.86	\$ 11.21	\$ 11.58	\$ 11.89	\$ 12.24	\$ 12.60	\$ 12.98
2	\$ 9.05	\$ 9.32	\$ 9.61	\$ 9.87	\$ 10.19	\$ 10.48	\$ 10.81

**Flex Credit: April 1, 2010 – June 30, 2012    \$1,250 + 4%**

**\* The Flex Credit will be established once per year, on April 1 by using the following formula:**

**(Basic Hourly Wage x 2080 x the percentage) + basic amount.**

**The flex credit will be pro-rated for part-time employees, based on the hours they would normally work during a regular year.**

For example:

A full-time Employee at Level 5, Step 3 on April 1, 2010 would be calculated as:

$$(\$15.60 \times 2080 \times 4\%) + \$1250 \quad \text{or} \quad \underline{\$2547.92}$$

If this Security Officer was part-time, rated at 75%, the flex credit would be:

$$\$2547.92 \times 75\% \quad \text{or} \quad \underline{\$1910.94}$$

Note: All position levels are established through the University Policy of Job Evaluation and may be subject to change.

**APPENDIX B - CERTIFICATION ORDER**

### **APPENDIX C - PARKING CLERK**

- The Parking Clerk's work week shall be thirty-five (35) hours per week from Monday through to Sunday. The normal work day will be seven (7) hours. For the purposes of this Collective Agreement these hours will be considered full time.
  - Breaks under Article 19 will be one (1) hour of unpaid leave for a meal break with two 15 minutes of paid breaks per day.
  - Vacation (Article 25), Holidays (Article 24), Overtime (Article 21), Injury on Duty (Article 27) and Sick Leave (Article 26) are calculated on the normal work day of seven (7) hours and a work week of 35 hours.
  - Under Articles 29.1 and 29.3 (Personal Leave Bank) the following will apply:
- 29.1 Following one complete year of employment and based on the fiscal year, the Parking Clerk who has a minimum of thirty-five (35) hours of accumulated sick leave and does not use more than 8 days of sick leave per fiscal year will accumulate two (2) days in a "Personal Leave Bank".
- 29.3 Where circumstances warrant, the Employer may, at its discretion (fair and reasonable) grant the above additional two days. Such requests will be made by the employee to the Chief of Security with thirty (30) days of the end of the fiscal year.

## **APPENDIX D - UNIFORM PROVISIONS**

Mount Saint Vincent University agrees that it will, for the life of the existing Collective Agreement, provide the employees covered by this Collective Agreement with the following items of uniform:

To be provided annually to all employees:

- 2 pair pants, and
- 2 shirts.

To be provided, as required, for Switchboard Employees:

- 1 sweater

To be provided, as required, for Security Employees:

- 2 clip-on ties
- 1 blazer
- 1 sweater
- 1 windcheater
- 1 three season jacket
- 1 storm coat

In addition the Employer will subsidize each Security Officer for one hundred and forty dollars (\$140.00) plus applicable taxes for the purpose of purchasing footwear required for the performance of their duties. Such payment will be made in April of each year. This will be a taxable benefit.

The Security Officer is free to purchase footwear that best suits the Officer's needs. However, the footwear must be black and should provide good support, traction and protection as it must be suitable to all seasons. Additional funds will not be provided for winter overshoes.

The employer retains the right to determine the make, style, color of all uniform pieces.